

# TERMS OF USE AGREEMENT

*These are the official Terms of Use enforced by the Company. Clients must read the content prudently to avoid any conflict or complications in the future. The Client should inform us immediately if there are any objections or discrepancies. Accordingly, if the Terms of Use do not apply to you, do not access or use our trading platform in any way.*



## TERMS OF USE

### AGREEMENT

CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. 75% of retail investor accounts lose money when trading CFDs. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.

## CAPEXGO LTD. | TERMS OF USE AGREEMENT

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## INTRODUCTION

Invoza Limited (the "Company") is a brokerage company that operates under the official website [www.CAPEXGO.com](http://www.CAPEXGO.com). The Company is incorporated in the Comoros Union, and has obtained an International Brokerage license under Company License No. 052955-038 regulated by the Republic of Nauru. The company is entitled to provide the applicable services to customers as authorized by the International Brokerage Act according to the accreditation issued by the Agency for Regulation and Development of the Financial Market of Mwali, Comoros Union, Brokerage Services.

The Company established these Terms of Use, which constitute a legally binding contract, to govern the relationship between the users (the "Client") and the Company and to establish the ownership rights applicable to its various offerings. This Agreement further aims to establish the payment terms, set forth the terms for dispute with the Client's subscription to the trading platform, and address many other contingencies that may arise related to the underlying commercial relationship. This Agreement is between the

Company and you as the Client. Accordingly, we may refer to ourselves as

'we', 'us', 'our', or 'ours', while the Client(s) may be referred to as 'you', 'your', 'yours', 'yourself', or 'user(s)' appropriately. Similarly, the Company's official Website shall be referred to as 'trading platform', 'platform', 'company's website', or 'site'.

All provisions indicated in this Agreement, by their nature, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

The Company includes the necessary chapters and sections to this Agreement to inform the Clients about the terms of using the platform and to provide the Clients with the terms and conditions you need to accept before using and accessing the Website. The Website and its original content, features, and functionality are owned by the Company and are protected by international copyright, trademark, patent, trade confidentiality, and other intellectual property or proprietary rights and law. The Client must read this Agreement

carefully before using the Website and its service(s). Additionally, the

Client's access to the Company's services would be subject to the Client's acceptance of and compliance with the terms written herein. Furthermore, the Client understands and agrees that English is the official

language of the Company. The

Client further understands and accepts that any translation of this document or any other Legal Documentation of the Company into any foreign language may be provided for the Client's convenience only. In case of any language translation discrepancy, the Client acknowledges that the English version of any Legal Documentation of the Company shall prevail at all times.



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## CHAPTER 1. SCOPE AND LIMITATION OF THE AGREEMENT

### SECTION 1. THE AGREEMENT

1.1.1. This Agreement, which the Company and the Client are bound to, sets the terms of use regarding the Company's services and provides the Client with the applicable conditions that the Client needs to accept before using and accessing the Website.

1.1.2. More specifically, this Agreement provides the Client with the following:

- a) A detailed description of the services or information provided on the Website
- b) Any payment terms and associated policies of the online brokerage websites
- c) The method for creating and canceling accounts, if applicable
- d) General disclaimers and website-specific disclaimers depending on the nature of the Website
- e) A description of the ownership of the intellectual property rights in and to the website content
- f) A description of the intellectual property rights in and to any submissions from the user
- g) A reference to the limitations of liability
- h) Reference to any age restrictions; and
- i) Restrictions on the user conduct

1.1.3. This Agreement will come into effect upon opening the Client's Account and, in case the Company proceeds with amendments or revisions thereafter, on the date that the Company will make such changes.

1.1.4. This Agreement will govern all the instructions received from the Client, all transactions that the Company will enter on behalf of the Client, and the instruments bought on behalf of the Client or transferred to the Company on behalf of the Client.

1.1.5. This Agreement, together with all the documents that the Company has already provided or in the future will provide, must be read carefully by the Client before investing or trading with the Company's platform.

1.1.6. In this Agreement, certain words, phrases, and expressions will have definitions in Chapter 2.

1.1.7. This Agreement, the Company's services, and the platform are not applicable in the United States of America territory.

1.1.8. It is the Client's responsibility to comply with the laws of his/her jurisdiction and ensure that the activities provided by the Company are allowed in his/her country. In that respect, the Company will not be held liable in cases where the provided services are not permitted in his/her jurisdiction.

1.1.9. This Agreement covers any document in the form of a declaration or as an agreement as well as any other documents signed by the Company.

1.1.10. The Company may provide the Client during his/her trading activity with additional agreements (the "Additional Agreements"). Actions by the Client that violate the terms of the Additional Agreements may lead to delays in settlements and penalties for the Client.



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### **SECTION 2. THE COMPANY**

1.2.1. The Company reserves the right to evaluate the Client's application and may, in its sole discretion, accept or refuse the Client's request for re-classification at any time.

1.2.2. The Company will provide the Clients with information about the services and the trading platform. The details of the Company's services will be discussed under Chapter 5 of this Agreement.

1.2.3. The Company may delegate certain obligations to associated companies and third parties under this Agreement.

1.2.4. The Company provides the Client with the capability to participate in the international markets and trade hundreds of assets such as currencies, shares, commodities, and indices.

1.2.5. The Company shall act as a custodian of the Client's Account and shall safeguard and monitor the activities of the Trading Account. The Company has the exclusive right to implement restrictions when necessary to protect and keep the Client's Account active in compliance with the Terms of Use set herein.

1.2.6. The Company is not held responsible for any unauthorized access to the Account or the platform.

1.2.7. The Company is affiliated with different banks, credit institutions, and financial companies to maintain its business operations and management. In this case, the Company and its affiliates reserve the right to obtain and

keep a record of the financial transactions that the Clients conduct.

1.2.8. Upon accepting this Agreement, the Company will be authorized to investigate the credit standing of the Client. In line with that, the Company has the right to request the Client's personal credit information from banks, credit agencies, and financial institutions.

1.2.9. The Company will provide the Clients with trading education and other relevant information. However, the Company will not be liable for any damage or loss incurred by the Client due to inadequate knowledge or experience in trading.

### SECTION 3. THE CLIENT

1.3.1. In compliance with the applicable laws and regulations, all Company clients shall be classified as retail clients unless otherwise stated by the Company and agreed upon related to the eligibility requirements as deemed necessary.

1.3.2. If the Client acts in connection with or on behalf of someone else, whether or not the Client identifies that person to the Company or any of its authorized representatives, the Company will not accept that person as an indirect client of the Company. Accordingly, the Company will accept no obligation to them unless otherwise expressly agreed in writing.

1.3.3. Unless the Client has sent a letter or request and is consented to and permitted by the Company, the Company will give treatment to the Client respectively for all purposes. Accordingly, the Client will be responsible for performing his/her obligations under each deal issued by him/her or on his/her behalf and each transaction entered by the Company on the Client's behalf, whether the Client is dealing with the Company directly or through an agent.



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1.3.4. The Client acknowledges the entirety of 17 CFR 230.902, including the definition of "U.S. person" herein. The Client agrees that he/she is not a U.S. person and is not transacting on behalf of a U.S. person. Additionally, if the Client becomes a U.S. person or will transact on behalf of a U.S. person, he/she agrees to

discontinue using the Company's services immediately. U.S. persons include but are not limited to the following:

- a) Any natural resident of the United States
- b) Any person who is physically present in the United States at the time of using the Company's services
- c) Any partnership, corporation, trust, or other legal person organized or incorporated under the laws of the U.S. or having a principal place of business in the U.S.
- d) Any account, whether discretionary or non-discretionary, of a U.S. person
- e) Any other U.S. person as defined in 17 CFR 230.902

1.3.5. No statement made herein should be construed as a solicitation to buy or sell any security or other financial instrument through the exchange facilities. Offers to buy or sell securities or to provide financial services to U.S. residents may be made only by persons who are appropriately registered as brokers, dealers, or investment advisers with federal and state regulatory authorities in the United States and its territories and possessions and only in those jurisdictions in which the securities are registered unless an exemption from registration is available for the broker, dealer or investment adviser and the particular type of transaction or product involved.

1.3.6. In compliance with the Anti-Money Laundering law, the Client agrees that he/she is not a politically exposed person or is related to a politician in any way. The Company reserves the right to immediately terminate an account of any user who is politically associated.

1.3.7. The Client will be provided with a full explanation of the risks associated with the Company's trading services, as these are set out in the Risk Disclosure Document. The Client must ensure that he/she fully understands such risks before entering into this Agreement with the Company. The emergence of any loss or damage linked to the risk disclosure statement will not be under the liability of the Company if the Client fails to comprehend the said document.

1.3.8. The Client guarantees that all trades entered into his/her Client Account are made based on his/her sole discretion and personal assessment.

1.3.9. The Client is solely responsible for complying with all designated obligations under this Agreement, including other legal documents, policies, and any signed contracts or documents provided to him/her when trading with the Company.

1.3.10. The Client must inform the Company if there are any changes to his/her Account information and Know-Your-Customer (KYC) documents, including but not limited to name, birth date, address, and contact details. If the Client intends to amend his/her Account information as specified in this Agreement, a written letter must be sent to the Company's official email. Accordingly, the Client is solely responsible for notifying the Company

regarding such changes to keep his/her identity information updated. Therefore, the Company will not be responsible for any Account issues or complications that may occur when the Client fails to provide accurate and updated personal information.



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#### **SECTION 4. TRADING ACCOUNT AND PLATFORM**

1.4.1. The Company holds the right to deny or cancel transactions with any potential Client who does not have an account with the Company. The Client must be aware of the need to complete the registration form and submit all the needed documents as soon as possible.

1.4.2. The Company shall provide the Client with a username, password, and account number to access his/her Account. Any transaction made under the Client's personal information will be considered instruction (s) authorized by the Client. If fraudulent actions arise from the Client's Account or unauthorized personnel make dealings without the Client's knowledge, he/she will be held responsible for the charges.

1.4.3. The provision of unclear or incorrect information by the Client will result in the rejection of the registration or may delay the opening of the Account. The Client must fill out the mandatory sections of the registration form.

1.4.4. It is at the Company's sole discretion to reject an application and close or suspend the Client's Account without an explanation or justification when deemed necessary.

1.4.5. The Company is not obliged to open an account for any user or Account applicant.

1.4.6. This Agreement applies to the Company's Website and the services provided to the Clients accordingly. However, other areas of the platform may have specific terms of use and access.

1.4.7. The Company exercises the right to limit the use and access of the Client to the platform as may be appropriate to preserve compliance with the Agreement.

1.4.8. The Company's online trading platform is only available for the age 18 and above or otherwise the legal age applicable in the Client's country. Accordingly, if the Client does not qualify or is unable to form legally binding contracts under the law(s) applicable in the Client's country or he/she is underage, the platform should not be accessed by the user.

1.4.9. The Client warrants that he/she will not, in any way, enter into an additional or separate agreement with the Company or any of the Company's personnel or agents regarding his/her Trading Account. Furthermore, The Client acknowledges that any tax liability that may arise in connection to his/her Trading Account with the Company shall be his/her sole responsibility.

1.4.10. The Client can assign to one of his/her first-degree relatives or any third party the right to execute trades using his/her Account as long as the Client has given its written consent to the Company regarding such a matter.

1.4.11. The Client shall send an official written request for such designation and provide all required documentation, including proof of relationship and the assigned person's personal identification documents. The assigned person consenting and agreeing to act as the authorized person of the Client shall mean that the assigned person accepts this Agreement and all the Company Legal Documentation.

1.4.12. The Company shall treat the assigned person's trading activities as if the Client carried them out. The Client acknowledges that his/her assigned person is capable of having control over his/her Account and is fully informed of the Company's Terms of Use and policies.

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1.4.13. Assigning, monitoring, and reviewing the assigned person's activity in connection with the Client's Trading Account shall be the Client's sole responsibility at his/her own risk. The Client shall also be held liable for any

losses incurred by his/her assigned person's trading activities regardless of abuse of authorization and enacting fraudulent activity on the assigned person's part. Further, the Company reserves the exclusive rights to reject any nominated authorized person and dismiss the prior approval of an authorized person of the Client.

1.4.14. With the signing of this Agreement, the Client hereby acknowledges his/her rights to withdraw his/her consent after a legit written notice is sent to the Company. However, upon the consent withdrawal, the Client's access and use of the trading platform will be restricted or terminated at the Company's sole discretion without obligation to provide an explanation or justification thereof.

## SECTION 5. PROPERTY

1.5.1. The Company's online trading platform, services, software, software codes, documents, manuals, educational materials, brochures, promotional content, trademarks, logo, texts, layouts, graphics, videos, patents, titles, and other properties, including, but not limited to, all and other materials with copyrights implied, are protected by the local and international intellectual property rights. Therefore, with no third party involved, the Company will hold the sole and exclusive rights.

1.5.2. The Client understands and agrees that the distributed and received copyrights, trademarks, database, and other associated properties or rights in any data or information will remain the Company's exclusive property unless a third party is identified as the owner of such rights legally. Also included is the content of the Company's Website (s), brochures, and other material connected with the dealing service and in any database that contains or constitutes such information.

1.5.3. The Client understands that all the proprietary rights in online trading services are provided and owned by the Company. Further, these rights are protected under copyright, trademark, and all other associated intellectual property regulations and laws.

1.5.4. The Client holds no right to copy or plagiarize the Company's properties. All the intellectual property assets of the Company are prohibited from being published, reproduced, sold, and distributed. If the Company has proven the Client's anomalies and misconduct, his/her Trading Account will be subject to termination without notice or any justification or explanation.

1.5.5. The Client may only have the right to access the entitled properties of the Company in compliance with the Terms of Use Agreement or pursuant or as granted by the Company or as agreed by the Company's legit Third-Party Licensors.

1.5.6. The Client must notify the Company immediately once an irregularity or violation of the property rights is observed through a written letter or email submitted to the official Company email address.

1.5.7. The Company reserves the rights over the intellectual property of all the elements of the software and other related matters utilized within the Company's online trading platform.



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1.5.8. The Client acknowledges that all phone calls and official communications between the Client and the Company, including email and customer support messaging, are recorded by the Company for quality assurance and business administration purposes. Such communication records and the obtained information are the sole property of the Company. Additionally, the Client accepts that the recordings or transcripts can be used as proof of communication between the Company and the Client.

1.5.9. The Company reserves the right, on reasonable grounds, to reject or deny any request from Clients and third parties to be provided with such communication records in compliance with data privacy regulations and to prevent the illegal use of the data.

1.5.10. The Client understands that the recordings mentioned herein above may be delivered to any court, regulatory, or government authorities if the circumstances call for it.

#### **SECTION 6. INFORMATION PROPERTY**

1.6.1. Upon opening a Trading Account with the Company, the Client warrants that he/she is of legal age, intellectually stable, and in legal competence to be a Client of the Company. It is the Client's accountability to ensure that he/she acts according to his/her jurisdiction. The Client is solely responsible for assuring that the type of service he/she avails from the Company complies with the respective laws of his/her country.

1.6.2. The Client further accepts that he/she will comply and submit all identification documents required by the Company for verification purposes; by submitting these documents, the Client warrants that the personal information he/she provided is true, correct, and accurate.

1.6.3. The Client agrees to immediately inform the Company of any changes in his/her personal information. The Client agrees to perform his/her obligations as the Company's Client and will neither, in any way, engage his/her Account with the Company in any illegal activity nor will violate any terms and conditions applicable to the use of the Company's services.

1.6.4. The Company may provide market recommendations and signals from time to time; however, this information or market data are generally known information or might be the judgment of the Company's personnel or other third-party representatives. Accordingly, this information shall not be interpreted as the Company's personal advice or recommendations to trade.

1.6.5. Specifically, the Company will not provide the Clients with any financial, legal, regulatory, or other forms of advice. If the Company supplied information, it would not be considered financial product advice. Clients may rely on their judgment into entering or refraining from executing a transaction, providing the Company with the instruction of entering or refraining from executing a transaction.

1.6.6. The Company may but is not obligated to provide market recommendations, trading signals, and the like. The Client is solely responsible for interpreting any market information and agrees that it is at her sole discretion and decision when he/she decides to apply such information to his/her trades.

1.6.7. The Client hereby understands that trading has risks and accepts all the responsibility that comes with it. Accordingly, the Client shall exercise due diligence in assessing any market recommendations provided by the Company and acknowledges that the Company does not guarantee the accuracy of such recommendations.



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1.6.8. General investment advice, research, and recommendations in connection with the Client Account may be administered by the Company's Website, personnel, and any other official Company channels, and if

executed by the Client, shall be heeded and carried out as the Client's own and independent decision.

## CHAPTER 2. DEFINITIONS

**Account** - The Client's officially registered account with the Company; every Account that has a distinct Account Number and other essential details included

**Annualized** - The conversion rate or movement on an annual or yearly period

**Ask** - The price or amount of security made available and offered to buyers to which the higher price is placed in a quote

**Averaging Up/Down** - This is when an investor purchases more of a stock as the price goes down or up

**Base Currency** - The home market's currency or the first currency in a currency pair; a client or trader buys or sells the base currency against the other currency

**Bid** - The price of a security that is made available and offered to traders or clients to sell such security

**Bond** - A debt security filed by a business or administrative organization

**Bonus** - The funds given to clients which are automatically added to the Client's Account

**Buyer** - It is a trading associate who has positioned the order for the acquisitions of the securities for a fee

**Capital Gain** - When the value of an asset goes beyond its purchase rate, the upsurge is termed the capital gain

**Capital Loss** - When there is a reduction in an asset's present rate against its purchase rate, such reduction is called a capital loss

**Client/You/Your** - The individual or entity who is an official user or Client with an active Account with the Company, including an allocated Account Number

**Client Terminal** - The part of a software, app, or web trader that gives the trader access to an ongoing state of the financial markets that offers features where clients can perform real-time analysis, open and close positions, and manage orders

**Closing/Opening Price** - The initial price traded at the start of a session is called opening, closing if otherwise

**Commission** - A payment charged by a Broker or any legal individual for his/her provision in aiding an operation

**Contrarian Investing** - Contrarian investing is simply investing or buying securities in a falling market and selling securities in a bullish market



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**Currency** - A specific location's medium of exchange

**Currency Pair** - The exchange rate of one currency against another currency

**Day Trader/Trading** - A day trader is an investor who characteristically clamps assets for a short period, typically trading them on a similar day

**Dividends** - A quantity of money funded frequently by a firm to its stockholders out of its incomes

**Electronic Trading** - Similar to online trading, this is an automated trading technology that aims to simplify trading transactions in the market

**Exchange** - An exchange is a station where a diverse amount of investments are traded

**Exchange Rate Risk** - The exposure to risk when investing in the foreign exchange market

**Execution** - Opening or trading an asset in the financial market

**Forecast** - An analysis of the markets statistically or technically where a specific asset or currency is given a target price movement

**Foreign Exchange** - Market positions or transactions that send a foreign currency of a financial institution

**Foreign Exchange Market** - An over-the-counter marketplace where market investors interact to buy and sell foreign currencies and other international securities

**Fund Deposit** - The process of the Client adding balance in a Trading Account from the Client Dashboard

**Funds** - A trading account's current state, which includes the balance value and the credits

**Hedge/Hedging** - When the Client opens orders of the same asset and volume in different directions (buy/sell)

**Initial Public Offering (IPO)** - The principal sale or proposal of stock by an establishment of the community instead of just being kept by private or privileged investors

**Japanese Candle Charts** - Japanese Candle charts, or just candlesticks, are stock diagrams used in plotting and learning the chart outlines in technical analysis

**Leverage** - A model that can allow the Client to widen his/her disclosure to a financial market minus obligating further investment capital

**Long Position** - A position in the market wherein a trader buys a currency that was not previously owned by the trader, usually referred to as the base currency

**Margin** - Margin is the word specified to the quantity of money, essentially in the Client's Account, as a directive to open a trade

**Online Trading** - Trading securities, stocks, and currencies done on an online platform

**Open Position** - The first stage in a whole transaction where a trader is to create a transaction with an equal volume



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**Position** - An executed asset in the market; an open or closed trade of an asset in the Client's platform

**Rally** - A swift growth in the standard price level of the market or of the price of a stock

**Rate** - The price of a base currency

**Sector** - The cluster of stocks that are in the similar industry

**Security** - The exclusive amalgamation of Symbol and Series; used to describe an option, asset, bond, interest rate, precious metal, or share

**Share** - An entity rights relative to the investment made in an establishment

**Short Position** - A position in the market that is used to describe the action of selling a currency or trading instrument the trader has not previously owned

**Spread** - The difference between the Bid and Ask price of a particular asset

**Stock** - A financial instrument that connotes a possession of a business and embodies a right to its relative share in the Company's assets and incomes

**Stock Symbol** - An alphabetic root symbol that signifies an openly traded asset

**Trading Account** - A client's registration in the Company's trading platform that will be personalized to suit a client's specific needs; this will also hold all of the Client's transactions and ongoing positions

**Trading Platform** - The safe online password-protected collaborative Trading Platform provided by the Company

**Transaction** - An act of depositing or withdrawing funds from the Client's side; an act of adding or approving withdrawal funds from the Company's side

**Volatility** - The rate at which an asset or currency is expected to fluctuate in a specific period

**Volume** - The number of shares of stock traded throughout a specific period routinely dignified in regular daily trading capacity

**We/Our/Us** - The Company's authorized representative figure

## CHAPTER 3. ACCESS AND USE OF THE PLATFORM

### SECTION 1. GENERAL ACCESS

3.1.1. This Agreement will give the Client access to the Company's trading platform. Any individual who wishes to gain access to the Company's trading platform for the purpose of trading in the financial markets can do this through the use of the Website and the domain name [www.CAPEXGO.com](http://www.CAPEXGO.com) and any sub-we websites and subdomains.



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### SECTION 2. INTRODUCTORY PROVISIONS

3.2.1. The terms and conditions in this Agreement constitute the relationship between the Client and the Company. This Agreement also includes the full use and access of the Company's services and other ongoing or current agreements between the Client and the Company.

3.2.2. The Client must have read, agreed, and accepted the following terms and conditions in this Agreement without any changes or objections before being given access to the Company's trading platform. In continuing to open and use the platform, the Client will open and use the platform provided that he/she agrees with and accepts all Terms of Use in this Agreement.

3.2.3. The Client acknowledges that the Company will not waive any of its rights should the platform fails to deliver or perform for the Client and in any of its applications or purposes. The Company's rights with the trading platform will continue to be made available to the Client if the platform delays or fails to meet personal client standards beyond the Company's written restrictions and liability limits.

3.2.4. The Company's authorized representatives can enforce the abovementioned terms and conditions regarding and without conflict with the country's existing laws and provisions. Nonetheless, the Client agrees that the Company still reserves the right to be given a chance to apply to any legal actions in any jurisdiction.

3.2.5. If the Client disagrees with being bound by the policies and regulations of the Company's applicable jurisdiction, access to any of the Company's services, including the Company's platform, will not be given to the Client.

3.2.6. The Company reserves the right to change the entirety of the platform's terms and conditions. stated on the Website. By agreeing to the terms of the access and use of the platform, the Client acknowledges that he/she agrees to be bound by changes and revisions that will be made to these terms.

3.2.7. The relevant terms and conditions of the platform may be revised, modified, adjusted, and altered effective immediately without prior notice.

3.2.8. If the Company detects an unauthorized attempt to open an account not originally given to a specific user or to access another client's trading platform account, the Company reserves the right to consider any transaction under the Account accessed to be null or fraudulent.

3.2.9. The Client also agrees not to duplicate, make copies, or resell the trading platform with the purpose of profit. The Client is not allowed to modify the application for the purpose of reproduction and distribution. The trading platform is the property of the Company and is protected by copyright laws. Unauthorized use of the trading platform may violate trademark and other laws.

### SECTION 3. RESTRICTIONS

3.3.1. The online trading platform is intended solely for the Client's personal use. Accordingly, unless stated in a written agreement, the Client is not granted to use the platform for non-commercial and public use. If otherwise, the Company has an exclusive right to restrict, suspend, or terminate the Account access to the trading platform without prior notification.



#### TERMS OF USE

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3.3.2. Due to the limitations in the Company's servers, the Client agrees to use the platform in a manner that would not burden or cause any trouble to the Company and the rest of its clients. The Client further agrees not to use certain features of the trading platform to create any unlawful, unfair, illegal, felonious, or

prohibited actions.

3.3.3. At its sole discretion, the Company may remove the Client's access should the Company consider any information (including but not limited to name, nationality, residence, and contact number) given by the Client void or false. Accordingly, failure to comply with the terms, conditions, rules, and guidelines written in this Agreement to the conclusion of the Company that the Client has misused the platform will result in blocked access from the platform.

3.3.4. Therefore, any ongoing transaction, open positions, or actions related to the Client's Account with the trading platform will be terminated by the Company upon immediate establishment of violation.

3.3.5. The Company will not be held responsible for failed transactions, delay in execution of orders, damages, and losses due to unexpected reasons, which include, *inter alia*, the following:

- a) Power cuts
- b) Hardware failure
- c) Software installation issues
- d) Malfunctions
- e) Security breach
- f) Viruses
- g) Slow internet connections

3.3.6. The Client agrees that the trading platform may face functionality issues and can be unavailable for access from time to time. In no event shall the Company be responsible or liable for personal or incidental damages such as loss of data, commercial damages, and trading interruption arising from the Client's inability to apprehend or use the trading platform.

3.3.7. Actions such as arbitrage or scalping, using advisers, and any form of illegal actions and activities, including platform manipulation, are strictly forbidden in trading. Furthermore, high- frequency trading is also forbidden unless combined with specific indicators. In this regard, trades conducted in the Client's Account related to the mentioned actions will be canceled, especially if they have not been previously reserved with the relevant provider. The Company reserves the right to close and cancel the Trading Accounts, including canceling or considering the received profit as zero or invalid.

3.3.8. The Client will be required by the Company or the credit card company to update and send documents from time to time prior to the execution of a withdrawal or funding. Credit card transaction processes may vary due to the regulations of credit card companies. Bank account withdrawal processes are expected to take much longer due to the additional security procedures.

3.3.9. Clients would be advised by an assigned broker or manager of the currency to be used in their

transactions. The Client hereby accepts that some changes may occur from time to time and agrees not to object to such changes.

3.3.10. The Client must only use a personal bank account under his/her own name, which is opened and maintained in the country of residence he/she has provided in his/her personal information upon registration. Withdrawal of funds from the Client's Account with the Company can only be refunded to the same account used to deposit the funds.



#### **TERMS OF USE**

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3.3.11. The Company offers different payment methods to the Client as made available on the Website. The Client agrees to be bound by the rules and regulations of the bank and third-party methods, wherein withdrawal procedures may be similar to the deposit method. Should it be deemed necessary for the Client to receive the funds differently from his/her deposit method, a power of attorney is required.

3.3.12. The Company will not be responsible for providing legal counseling and advice regarding the use of the trading platform access given by the Company to the trader.

3.3.13. The Client understands and agrees that using the Company's trading platform does not, in any way, assure the Client's success in online trading. The trading platform is targeted to be offered to clients or places that do not put limitations on trading currency pairs, assets, and other financial instruments. The Company voids access to the platform for unauthorized or illegal use of the platform by the trader.

3.3.14. The Client's registration on the Company's Website confirms the Client's full compliance and acceptance of the terms laid out by the Company on its official Website.

## **CHAPTER 4. DATA & PRIVACY**

### **SECTION 1. ACCOUNT & PERSONAL DATA**

4.1.1. Upon registration, the Company acknowledges the Client's acceptance of the Company's personal information terms in its entirety and without exception. This Agreement bounds the relationship between the Client and the Company, which includes providing security for personal information provided to us by the Client. However, this does not guarantee that the Company will not disclose data from any person or agency, whether public or private, should the Company deem it necessary or where the Company has a legal obligation to do so.

4.1.2. The information that the Client provided the Company will be used to verify, open, and set up the Client's Trading Account, assign and issue an account number, issue access to the Account, and record activity from time to time. This information would also help the Company improve the services to the Client over time.

4.1.3. The Company collects information during the following circumstances:

a) Upon registration through an online form on the Company's official Website

[www.CAPEXGO.com](http://www.CAPEXGO.com)

b) When executing financial transactions, including deposits, funding, and withdrawal

c) When executing trading transactions such as placing, canceling, or closing trades d) When requesting account verification by submitting the necessary data and

documents on the Website

e) Upon submitting the required information upon instances of third-party groups requesting the Client's credit history and confirmation of information such as name, address, identification numbers, and the like

f) Upon filling out or signing electronic forms such as surveys, confirmation slips, and the like



**TERMS OF USE  
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when trading CFDs. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.

4.1.4. The personal data and other information collected by the Company include but are not limited to the following:

- a) Basic information submitted or disclosed to the Company to complete setting up the Account, such as name, address, age, birthday, country of residence, occupation, and contact details such as email address and phone number
- b) The applicable information to assess risk appetite and determine the suitability of services, including the source of income, trading experience, financial capabilities, fund allocation for trading, and the like
- c) Required KYC documents to verify the Account or confirm a transaction, including proof of identity, proof of billing, and the like
- d) Identification information which includes identity card numbers and registration numbers

4.1.5. The Company can obtain the mentioned data through the following methods: a) Voluntary and direct filling of the electronic forms on the Company's Website b) Sending the scanned documents to the Company's official email address c) Uploading the documents on the Company's Website

4.1.6. Additional proof of identification and other documentation may be required depending on the Client's jurisdiction and the PSP he/she used. In compliance with the Company's KYC Policy, the Client agrees to provide those required documents to verify further his/her use of the Company's services.

4.1.7. The Client also gives the Company, its Managers, Agents, Brokers, and Support Team full authorization to carry out actions such as credit and identity confirmation as deemed necessary. Such authorization would include a constant background check, a reference request from the Client's bank, and an agreement to assist the Company when necessary.

4.1.8. The Client acknowledges that this would require them to give and provide personal information to the Company's representatives who may be located outside their country of residence. The Client gives the Company permission to give the necessary information regarding his/her Account to an authorized official third party seeking a reference or information in good faith, such as government bodies or authorized banks.

4.1.9. The Company, along with its subsites or subdomains, is also authorized to contact the Client at any given but reasonable time to discuss the business or the Account for whatever purpose it may serve. When the Client suddenly decides not to allow the Company and any of its subsets to contact him/her anymore, the Client is obliged to inform the Company directly.

4.1.10. The Company reserves the right to store, collect, and process data or information provided by the Client related to the entirety of the Agreement between the Company and the Client.

4.1.11. The Client's data, information, and records can be provided as evidence of their transaction with the Company related to the services provided.

4.1.12. The following documents for Corporate Account are also required:

- a) The ID of the Client representing the Company
- b) Utility Bill of the represented Company
- c) Legal Approval for Company-funds usage



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4.1.13. The Client may be provided with electronic documents via email during his/her trading course. Accordingly, such documents may require an electronic signature, which is as valid and binding as the Client's physical signature. Therefore, the Client should ensure that his/her registered email is updated and can be accessed. Otherwise, the Client must inform the Company immediately if there are any changes in the registered email to avoid any issues or delays.

4.1.14. The Client hereby acknowledges that the Company relies on the data submitted to them in carrying out and processing their Account and the services availed from the Company provided that the personal information is up to date, accurate, and correct.

#### SECTION 2. LIABILITY

4.2.1. The Company shall not have any liability for the loss of data due to unexpected technical issues such as a system crash, power cuts, program failures, illegal intervention, and other errors in the system.

4.2.2. The Company will not be responsible for damages or losses that the Client may suffer due to sudden loss of information due to failure in the Company's system or services. However, should the Company deem the fault its responsibility, it will conduct the process to compensate or retrieve the lost funds or information.

4.2.3. Keeping receipts, order notices, instructions, and any other records of transactions will be under the Client's responsibility. Nevertheless, the following could be given to the Client through an instructed request. However, the Company does not guarantee the availability of the information or data requested by the Client.

4.2.4. The Client acknowledges that the Company has the right to ~~suspend~~ or cancel a Client's Account when security breaches occur but is not responsible for any further damages following the Account's closure or cancelation.

### SECTION 3. DISCLOSURE OF INFORMATION

4.3.1. The Company does not disclose or share its Client's information, whether it is currently an active account or an inactive one that has been closed to parties ~~non~~-affiliated with the Company. However, the Client agrees that information may be disclosed by the Company to third parties in compliance with applicable laws, regulations, and rules from the area or jurisdiction that the Client currently resides in or in the area where the Client stated as his/her legal ~~or~~ current residence (e.g., the Company might disclose the Client's personal information when the Company is in cooperation with law enforcement agencies in compliance with ~~subpoenas~~ or other court requests).

4.3.2. While the Company's Personal Information Protection protects the Client's personal information, all of the Client's portfolio, trading data, trading performance, and the like shall not be placed under these terms and are therefore considered the Company's property and is ~~non-~~ confidential. This information or data are automatically granted to the Company as their property which is non-exclusive, transferable, royalty-free, and licensed to the Company for use, copy, duplicate, and publish.

4.3.3. The Company has the right, without the obligation, to disclose any collected Client data, such as documents and transaction records, to its business affiliates, including banks, credit institutions, and business providers, strictly for business use.





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4.3.4. Email messages, chat conversations, telephone calls, and other means of communication with the Company and its representatives might be recorded by the Company. These recordings, then, shall be the Company's property. Agreement to the entirety of the terms and conditions will automatically grant the Company the right to keep any future conversations, emails, and other communication messages.

4.3.5. All recorded conversations with the Client, including emails and chat messages, will be kept and maintained by the Company for a minimum of three (3) years from the date of the account activation. However, records regarding contract changes, extensions, termination, or expiration may be kept longer.

4.3.6. All Client's information is recorded by the Company data security technology, which includes the use of tools and programs such as firewalls and data encryption that will prevent third-party from having the Company's servers intercepted, therefore laying out the Client's personal information vulnerable. Rest assured that the Company maintains a high level of security system that works to safeguard access to the Company's systems and data.

4.3.7. The Company has the right to reject the provision of any duplicate or original copies of internal documentation to prevent illegal or harmful use.

4.3.8. By accepting the terms and conditions of this Agreement, the Company is given full authorization to provide any legal or tax authorities and any party or agency authorized to conduct an audit or investigation, information, and transactions relevant to the Client's Account.

## SECTION 4. VERIFICATION OF INFORMATION & IDENTITY

4.4.1. By accepting these Terms of Use, the Client agrees that the Company and its representatives have the right to go through and process personal data and information submitted by the Client to the Company.

4.4.2. This process would include storing, processing, and using the data to carry out the services the Client has availed from the Company. Should the Company's representatives deem it necessary, the Company will verify the information submitted to the Company from third-party agencies authorized to provide such services. The Client agrees to the Company's use of these third parties and gives the Company authorization to provide them with the information the Company has received from the Clients.

4.4.3. The Company has the right to contact the Client from time to time with the sole purpose of keeping the Client's records and information up to date.

4.4.4. The Client agrees that the process of verification includes carrying it inside or outside the area of jurisdiction or residence the Client hails from. Account verification may be achieved through email address confirmation, personal phone calls from the Company's representatives, and submission of scanned documents on the Website. Such data is subject to processing in compliance with the provisions of the Company's entire Terms of Use.

4.4.5. It is the Client's duty to give and submit only reliable information to the Company that will be used to activate and manage their Account. Accordingly, the Company will not be liable for any claim from the Client, including losses or damages that were supposedly caused by false or inaccurate information submitted by the Client to the Company.



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4.4.6. Should the Company suspect or detect fraud or a phony account, it will automatically suspend the Account and its trades. It is at the Company's discretion to close the opened financial betting contracts for reasonable causes. Claims against the Company will not be entertained. However, the Company may take precautionary measures to ensure these claims are addressed and investigated.

## **CHAPTER 5. SERVICES**

## SECTION 1. LEGITIMACY

5.1.1. If traders who would like to be registered with the Company hold enough or ample experience in trading with the financial markets, the Company is not authorized to give clients advice on investment and portfolio management, which is not included in this Agreement.

5.1.2. The Company requires a brief examination of the Client's knowledge and background in online trading, which will be obtained through assessment to ensure the Client's capability to understand the business and risks posed by currency pairs and online trading. However, these restrictions would only apply to the Company's services where actual investment or money is needed and therefore do not apply to demo or trial accounts.

5.1.3. Comments, opinions, and statements coming from the Company's Website, subsites, social media sites, and forum sites posted or written by any of the Company's representatives should not be taken as advice regarding the services offered by the Company whether the statement has been made prior or after the Client's date of registration.

## SECTION 2. ACCESS TO SERVICES

5.2.1. The Company is not liable or obliged to provide the Client with professional investment advice or input related to the transaction. Should any of the Company's representatives provide the Client with an opinion or recommendation regarding an ongoing position, this would not be recorded as official advice, and is at the Client's discretion to take the same into consideration.

5.2.2. Therefore, the Company will not be held liable for any losses or damages if these are caused by the comment or opinion given by the representative, as the Company was under no obligation to do so in the first place. The Client agrees that it is not enough to base the proceedings of their decision regarding the transaction.

5.2.3. In case the Company's managers or representatives will offer the Clients advice on trading and investment on occasions such as promotions, the Client would then be subject to different terms and conditions made available to the Client should such a deal be made.

5.2.4. Notwithstanding, the Client agrees that losses, damages, extra costs, or expenses brought by misunderstanding, mistakes, negligence caused by indirect comments, or unsuitable and inappropriate information or advice would not be the responsibility of the Company unless the management sees fit otherwise.

5.2.5. The Client also agrees and acknowledges that during all circumstances of inquiry, verification,

or confirmation from the Company regarding the Client's transactions do not and cannot be translated or constituted as advice or recommendation to be taken into action related to the current or following transactions.

## TERMS OF USE AGREEMENT

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5.2.6. While the Company will be doing its best to ensure that the Clients are given the best quality of services and instruction in executing trading transactions and orders, the Company can also refuse or cancel these rights to clients who will not be cooperating and do not consent to the basic terms of the Company's execution introductions.

## SECTION 3. ACCOUNT TYPES

5.3.1. The Company offers different Account types that suit various needs with many and varying features to match the trader's experience, expertise, background, and needs.

5.3.2. The Company has the right to keep some of the account types unavailable to the Clients, which might be caused primarily by jurisdictional issues. The Company also reserves the right to modify, change, or replace the features of each account type at its own discretion. The Company will inform its clients about the account type users through an email or with an announcement through the Company's official Website.

5.3.3. The Client is obliged to immediately inform the Company of any changes he/she wishes to make in the current conditions and features of his/her Account that may affect any ongoing transactions or open positions.

5.3.4. The Client agrees that the quota for VIP Accounts is 15,000 shares per asset. The Company reserves the right to charge the Client separate fees if he/she does not reach the quota, where his/her access to the services may also be restricted.

5.3.5. The Company requires a minimum of \$100.00 to keep the Trading Account active. Trading Accounts that do not meet the required amount are subject to termination or restriction of services. The Client guarantees that he/she is capable of maintaining the said amount to avoid immediate termination.

## SECTION 4. ONGOING TRANSACTIONS

5.4.1. The Company has the right to pay and accept services, commissions, or remunerations to improve and advance ongoing transactions conducted by the Client, which includes, *inter alia*, dealing with the underlying markets relating to the Client's transactions.

5.4.2. While investment advice is not the Company's responsibility, third parties may be consulted by the Client at his/her sole discretion. Accordingly, any faults, losses, or damages caused by third- party professional advice or counsel will not fall under the Company's liability.

5.4.3. Issues such as suspicious transactions will give the Company the automatic right to intervene or intercept should the management deem it necessary and will not result in any further damages or losses on the part of the Client and the Company.

5.4.4. By agreeing to these terms, the Client acknowledges that he/she is aware of the conflicts and losses that may arise from a conflict of interests related to ongoing transactions in the Account.

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## TERMS OF USE AGREEMENT

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## SECTION 5. CANCELATION OF SERVICES

5.5.1. The Client may cancel the Company's services, including the ongoing trades and orders, provided he/she submits a written letter to the Company's official email address. While they may be canceled, the instruction from the Client cannot be withdrawn or amended as soon as the cancelation has been carried out upon the Client's consent. Additionally, losses will not be refunded to the Client.

5.5.2. If the Client has requested to cancel the Company's services, the Company has the right to reject any orders or instructions to conduct transactions at its absolute discretion.

5.5.3. In such a case, the Company will be free of any liability or claims of losses, proceedings, and damages caused by the unauthorized cancelation of the services.

5.5.4. The Client, upon his/her request of service cancelation, shall fulfill outstanding obligations (which may be Agreements, Contracts, or Credits) to the Company accordingly. Accordingly, canceling the Company's services does not relieve the Client from any obligation or responsibility acquired before such cancelation.

## **CHAPTER 6. EXECUTION OF ORDERS**

6.1. This Agreement shall acknowledge the Client's orders placed through the Company's Electronic Trading Platforms and email.

6.2. The Client will be given exclusive log in details from the Company to be able to access the Electronic Trading Platform and begin submitting orders.

6.3. To finalize an order, the Client may be required to enter security information as a prerequisite before the Company accepts the orders.

6.4. The Client is obliged to give contact details (email addresses, phone numbers, and mailing addresses) to the Company as an essential part of this Agreement. Meanwhile, the Company is not obligated to provide the Client with any record or information as part of the Company's Privacy Policy.

6.5. The Client order is considered to be accepted once the used Trading Platform indicates receipt of the request.

6.6. With the acceptance of the Client's orders and instructions by the Company, the Client understands that the execution price can be different from the price indicated when the order was entered if there would be changes in the market price at some point while executing the order. Such is under the Order Execution Policy, wherein execution of a specific order can take about a few seconds or more.

6.7. If the Client is unsure if his/her order has been accepted or a trade has been carried out, he/she may always contact the Company to confirm the status of his/her orders.

6.8. Upon placing orders, the Company follows a "first in, first out" scheme. It means that the sequence upon which the Client orders are positioned depends on the chain of orders the Client placed and got accepted by the Company.



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6.9. The Client must ensure that the trades and assumptions made are correct. The Company will not be held responsible for any mistake in the trades executed by the Client.

6.10. In placing the Client's orders, the Client accepts in complete understanding that he/she is entering a trading activity where the price and price movement are dependent on the Financial Instrument itself. Accordingly, the Client holds no right to the Financial Instrument being used.

6.11. The Order Execution Policy contains the types of orders that the Company's Electronic Trading Platforms accept. Complete information regarding the accepted types of orders is available on the said platform. Additionally, the Order Execution Policy can be modified without prior notice.

6.12. The Client is responsible for ensuring that any consequence resulting from an order placed with us can either strengthen or decrease his/her exposure in an existing position. This also applies if the Client opens a new position or closes an existing one.

6.13. After submitting an order, the Client must make himself/herself available for further order confirmations as well as other communications that are deemed necessary.

6.14. When it comes to account monitoring, the Client must make it a point to set a part of his or her schedule to check if he/she has open positions in the Account.

6.15. The Company holds the right to restrict, suspend, or even cancel the Client's privilege to trade with the Company to counteract any possible violation of the laws and regulations stipulated in this Agreement. In cases where the Client's funds or Margin are insufficient or pursuing a trade would break any trading limits set, the Company reserves the right to forbid such trade.

6.16. The Client's orders can be executed on the Online Trading Platform.

6.17. If the Company receives instructions via email, the Company will consider acknowledging the instructions and decide whether such instructions are approved. When instructions are given to the Company outside the Online Trading Platform, the Client is advised to confirm such relayed instructions in writing before execution.

6.18. When placing an order, the Client acknowledges that the orders (market order, limit order, stop loss order, and the like) and the relevant price and lot size must be specified.

6.19. The Company can execute any order provided that such execution does not exceed the Risk Management Policy and the maximum risk levels and limits that liquidity providers can accept.

6.20. It is possible that an order would not be executed if the liquidity provider has not given a price for it yet. Orders will only be executed within the liquidity provider's relevant Bid and Ask prices and in compliance with this Agreement.

6.21. The Client hereby recognizes the concepts of price slippage or market gapping and is aware that various factors may come into play that can result in abrupt price movements, either to the Client's advantage or disadvantage (benefit or not). The Client accepts that such an instance is beyond the control of both parties (Client and Company).

6.22. The Company ensures that it acts according to the stipulated duties and responsibilities in this Agreement. However, factors beyond the Company's control, like the market volatility, the market data latency, the Client's internet connection speed, and the orders shall be executed at the first price obtained on the Financial Instrument used. Furthermore, the Company will take the appropriate and reasonable steps in such circumstances of price slippage and market gapping.



**TERMS OF USE  
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Finally, the Company would always conform to its obligations under the appropriate laws and regulations.

6.23. The Client is responsible for ensuring the proper monitoring of orders for execution that he/she has placed with the Company.

6.24. The Client must understand that all financial transactions always involve at least two parties or what is known as a "counterparty." Counterparties exist since transactions are naturally dual in nature, which means that the Company is the Client's counterparty for each trade. The Client cannot close a specific position with a different firm with a different price nor transfer his/her position to another firm.

6.25. The Company releases a quote showing two prices (Bid and Ask) for which the Client may consider and take advantage.

6.26. The Company shall only accept orders based on valid and existing prices while the Client submits the order.

6.27. At any given time, the Company can modify the quoted prices and other trading conditions, including leverage, contract size, and spreads. Such a modification will take effect immediately without prior notification, possibly due to market events and volatility.

6.28. During situations beyond the Company's control (such as Force Majeure Events), a possible technical or system failure might arise, and prices may not be provided to the Client.

6.29. Every order shall be executed following the Order Execution Policy, which will be provided to the Client as part of the basic starter kit.

6.30. The Client shall receive for every order a quote through the Electronic Trading Platform as part of the General Terms of this Agreement.

6.31. The Company is not compelled to give price quotations to or accept orders from the Client if the financial instruments are restricted from trading for whatever reason deemed rightful and equitable.

6.32. Regardless of the opted means of the Client with the submission of the order (via the Electronic Trading Platform or email), the Client is responsible for carrying out each order submission and ensuring that it meets the requirements and the requisites stipulated in this Agreement.

6.33. The Company will not be held accountable for any inaccuracy which may arise during the execution of the Client's order. The Company reserves the right, at its preference and discretion, to set the limits for the following:

- a) Submission of Client orders
- b) The volume of Client orders

c) Opening of new positions and their value during the day

6.34. Such trading condition limits can be amended by the Company from time to time without prior notice, effective immediately. Accordingly, the Client is solely responsible for staying informed regarding the changes in trading conditions.

6.34. Should the Client exceed the applicable limits, the Company has the right to restrict the Client from submitting new orders and opening new positions. The Company can also, at its discretion, cancel transactions or close (partially or entirely) any existing positions.

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6.35. Contracts and other derivatives that reach expiration will be closed systematically unless the Trading Account meets statistical requirements or if it is in good condition, where the Client may be able to transfer to a different liquidity provider.

6.36. Positive growing dynamics are the difference between closed positions in profit that do not exceed the negative open positions. Statistics are only counted for positive transactions after deducting the total negative.

## CHAPTER 7. CANCELLATION & WITHDRAWAL OF ORDERS

7.1. The Client reserves the right to cancel or withdraw his/her orders. However, the Client can only request for cancellation of any order if the Company has not acted upon the concerned order.

7.2. If the Client wants to change, remove or cancel a particular order, he/she must cancel within the trading hours for each relevant market. Such information can be found on the Company's Website for the Client's reference.

7.3. The Company has the right to cancel market orders that were not executed due to insufficient volume to fill

them. Therefore, such orders will not remain effective and will be canceled by the Company.

7.4. The Client further acknowledges that orders can be canceled on the condition that such orders have not yet been matched.

7.5. For partially filled orders, the Client can only cancel the unfilled segment or part of the orders.

7.6. The Client understands that cancelation of orders is not allowed during market posting periods (pre-open and pre-close).

7.7. The Client must access the Company's trading platform to view or modify his/her pending orders. By accessing the Website, the Client will find a list of his/her orders and his/her options. If the Client wants to proceed with canceling his/her order, the appropriate option must be chosen. If this is the case, the Client will receive a confirmation message and must re-enter his/her password for verification purposes.

7.8. It is the Client's accountability to ensure that the cancelation request has been permitted.

7.9. If the Client faces any problem when canceling the order, he/she must call the Company's help desk support.

7.10. The Company provides an accessible and user-friendly website with an interface that is accessible to any device with a standard mobile web browser.

7.11. The Client is given the opportunity to determine the expiration of his/her limit orders. The choices are as follows: Day, Day + Extended Hours, Good Until Canceled + Extended Hours, Extended AM or Extended PM.

7.12. Should the Client have further questions, he/she shall contact the Company's Support Team.

7.13. The Client can change the expiration date of pending orders and delete or modify a pending order before it gets executed.



#### **TERMS OF USE AGREEMENT**

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7.14. The Company can process the cancelation requests of the Client if it meets the applicable guidelines.

However, in cases where the original ~~orders~~ have already been executed in the marketplace, the Company will no longer be able to cancel such ~~orders~~, which will be considered "too late to cancel."

7.15. The Client agrees and understands that he/she cannot cancel orders currently traded in the market.

7.16. To avoid exceeding the available funds or overselling a position, the Client is solely responsible for ensuring that his/her pending ~~orders~~ are ultimately canceled before placing any other ~~orders~~. The Client must consider that an order can be canceled in two ways: through the trading platform or via email. All orders will be considered as "GO" unless the Client makes the instruction to cancel.

7.17. The Company is entitled to cancel the Client's order if it violates any of the conditions stated in this Agreement. Additionally, the Company can still cancel the Client's order in case the Company recognizes any breach of the conditions set out in this Agreement and the order has already ~~been~~ executed.

7.18. The Company keeps the right to cancel any Client order for the following reasons:

- a) Technological disruptions (internet and network communications)
- b) As ordered by the court due to antifraud or anti-money laundering acts
- c) If the legality or authenticity of the order is under suspicion
- d) Automatic rejection of the Company's system due to applied trading limits
- e) During abnormal market conditions
- f) If the Client lacks sufficient funds in his/her Account
- g) If the Client's balance goes below zero

7.19. The Client can change the expiration dates of his/her pending orders before such orders are executed in the market by canceling such orders and by placing new ones.

7.20. The Client must ensure that the Company has granted the cancelation of his/her ~~order(s)~~ before proceeding with a new order. Changes and cancelation procedures must only be done during the predetermined trading hours of the Company. If the desired cancelation is accomplished during the Company's off hours, it will not be acknowledged even after the market has opened.

7.21. It must be considered that only unmatched orders can be canceled by the Client. For partially filled ~~orders~~, the Client can only cancel the unfilled portion. The Client must, at all costs, ensure that orders have been successfully canceled, even if it requires calling the Company's support team for further verification.

7.22. Cancelation of orders is not probable if the Client does it during the pre-open and pre-close period of the market posting periods.

7.23. The Client must access the trading platform carefully to ensure that the desired action (e.g., cancelation of orders) will successfully take place.

7.24. The Client must secure login details as such information will be used to verify further actions like order cancelation.

7.25. Depending on the Client's preference, he/she will be given the option to opt for the expiration of the orders he/she has placed in the market.

7.26. Cancelations made at the last minute are considered too risky. The Company must be able to process any cancelation request just before it gets executed in the market.



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7.27. The Client should demonstrate responsibility in monitoring his/her open positions and must not neglect that cancelation of orders is not viable when orders are being traded in the market.

7.28. The Client must avoid a lack of adequate funds, which is possible if he/she thoroughly ensures that pending orders are canceled before progressing further.

7.29. All orders are considered good unless canceled by the Client. Order cancelation can be done by using the Electronic Trading Platform.

7.30. If the Client will be placed under investigation due to fraud or anti-money laundering acts, the Company holds the right to cancel the Client's existing orders.

7.31. The Company, at any time, may cancel the Client's orders in cases of anomalous market conditions and violations against this Agreement are found out whenever.

7.32. The Company can only cancel orders that the Client is explicitly requesting. The Company will not be liable for any losses or damages incurred if the Client fails to clearly express his/her canceling of his/her order(s).

7.33. A Good-Till-Canceled order is valid until it has been completed or canceled by the Client. The Client is solely responsible for checking the status of his/her orders for an update.

7.34. For convenience, the Client can access the Electronic Trading Platform using his/her mobile device, and the security of mobile access will be secure accordingly.

7.35. The Client acknowledges that he/she cannot proceed with canceling or modifying his/her orders during a pre-open or pre-close period.

## CHAPTER 8. LIMITATION OF ORDERS

8.1. The Company has the right to limit the Client's orders, especially for the purpose of avoiding the occurrence of any violation of the provisions of this Agreement.

8.2. This Agreement follows a risk management policy, and the Company reserves the right to refuse (either in whole or in part) or limit any order of the Client if the former sees an insufficiency of funds should the order be granted.

8.3. The Company has the absolute discretion to set limits and parameters to control the Client's ability to place orders in compliance with the provisions of this Agreement.

8.4. The Company can require the Client to limit the number of open positions at any given time.

8.5. The trading limits being referred to in this Agreement can be modified (increased, decreased, removed, or even added) by the Company with absolute discretion and without any limitation.

8.6. The Company has the right to determine and limit the Client's maximum order amounts and sizes. Accordingly, the applicable measures that the Company can impose on its Electronic Trading Platform include but are not limited to verifying procedures to ensure that the Client really executed the relevant orders.

8.7. Any other limits, controls, or parameters that the Company deems necessary and required can be implemented as long as these comply with the provisions of this Agreement.



## AGREEMENT

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8.8. Based on many factors, the Company has the means to set and modify both the maximum and minimum trade sizes.

8.9. The Company will provide the Client with maximum and minimum trade sizes details. The latter must be able to strictly follow the maximum and minimum trade sizes applicable at a specific time.

8.10. It is under the Company's discretion to decide if it will waive both maximum and minimum trade sizes to be valid for a certain period. In addition, the Company can impose limitations or even restrictions on the Client's Account related to the allowable number of transactions, the types of transactions, or even securities that the Client may carry out.

8.11. The limitations, requirements, and restrictions that the Company may impose can differ among accounts and transactions. Such changes will be communicated by the former to the latter.

8.12. The Client agrees that the Company has the right to call for a limit in orders and must abide by such instruction from the Company to avoid any further difficulty.

8.13. The Liquidity Provider, at its own discretion, can impose, at any time, trading limits on orders such as:

- a) Trading hour limitation
- b) Types of products that may be traded; and
- c) Trading volume and amount limit

8.14. The Company reserves the right to limit the Client's orders, given the risks of volatile markets, and to help the Client to manage his/her investment strategies.

8.15. The Client acknowledges that he/she fully understands the terms and conditions stipulated in this Agreement regarding the limits on orders as enforced by the Company.

8.16. During prearranged order limitations, the Client must take all necessary precautions to comply with all terms and conditions in this Agreement.

8.17. The Company has the right to set limits on the orders of the Client as deemed appropriate to retain smooth operations and to be able to protect its interests as well as the interests of other clients.

8.18. The Client shall be responsible for all the ~~orders~~ and the accuracy of information entered during the determined limitation on orders provided by the Company.

8.19. The Client confirms that he/she understands the content of this Chapter and hereby pledges that he/she will dutifully follow the terms and conditions stipulated in this Agreement.

8.20. The Client agrees that any telephone conversation can be recorded by the Company, on reasonable grounds, to ensure that the terms and exchanges of conversation are understood well in such period of order limitations. Such ~~records~~ shall be considered the Company's property and shall be acknowledged by the Client as supporting evidence of his/her orders or instructions.

8.21. The Company can use such relevant recordings or transcripts concerning limitations of orders for any purpose it regards as reasonable and necessary.

8.22. The Company has the right to refuse to provide the Client recordings and any information.

8.23. In its sole discretion, the Company may reject any Client order or instruction that the former sees as exceeding the set limitations on orders.



#### **TERMS OF USE AGREEMENT**

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8.24. When the Company identifies specific risks, it can restrict or limit ~~orders~~ made by the Client as part of its risk management procedures in compliance with the relevant terms and conditions as specified in this Agreement.

8.25. Determination of limitations on orders shall be at the Company's sole decision.

8.26. In the case of any communication or technical failure, the Company reserves the right to limit the Client's orders to protect the former from any future liability.

8.27. The Company, even in periods of limitations of Client orders, must act and decide fairly on any concern involving the Client and reach a resolution just for both parties.

8.28. The Company may declare all affected orders or instructions as void if the Client exceeds the allowable limit set by the former.

8.29. If the Client incurs any loss in such order limitations condition, the Company will not be liable for such loss (i.e., loss of profits, income, or opportunity).

8.30. The Company has the right to consider the volume of the Client's order and the current market condition to execute and limit some of the Client's orders.

8.31. The Client, therefore, acknowledges that he/she is responsible for reviewing the content of this Agreement and must be updated on the amendments being issued by the Company.

8.32. The Company must determine all Client limitations on ~~orders~~ without prejudice or forms of abuse that could violate the terms and conditions set in this Agreement.

8.33. All limitations on orders set by the Company shall be for the sake of the sustenance of smooth operations of the Electronic Trading Platform of the Company.

8.34. The Company reserves the right to impose limitations on trading to prevent risky orders from the Client, such as in cases where the Client is deemed to abuse the system of the Company or the Client's actions threaten the former's Electronic Trading Platform.

8.35. The Company is permitted to take all reasonable steps to attain the best possible results for its Clients, even if it entails setting limitations on orders.

8.36. The Company can ~~order~~ the Client to limit the number of orders to make. However, the latter has the ultimate responsibility to keep the former notified at all times.

8.37. The Company can amend the prearranged trading limits mentioned in this Agreement at any point.

8.38. The Company can set the maximum and minimum trade sizes and quantity for a specific period it deems necessary and beneficial.

8.39. To ensure that the allowable limit is being followed, the Client must confirm all the necessary details and

information to the Company by calling the latter's Support Team.

8.40. If the market conditions are supposed to be abnormal, the Company can immediately decide to limit the Client's orders.

8.41. The Company has its identified risk tolerance; if such has been threatened, the Company may be driven to enforce limits on orders being made by the Client.



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8.42. If any irregularity arises when the Company implements and controls the orders, the Company can call for limitations on orders by the Client.

8.43. The Company has the right to implement supplementary controls according to and in compliance with the terms and conditions of this Agreement.

8.44. Should the Company discover that the Client is guilty of committing market misconduct(s) , the former can impose mandatory limits on the latter.

8.45. The Client hereby accepts that the provisions in this Agreement regarding the limitations in the orders may be subject to alterations from time to time.

## **CHAPTER 9. UNAUTHORIZED USE OF THE ACCOUNT**

9.1. For each Account, the Client will receive an exclusive username or Account number and password

that will allow the Client the following:

- a) Use and access the Account for assessing real-time evaluations of the Client's ongoing trades and consulting or analyzing past transactions and account data
- b) Gain entry and use the Account to transact or execute orders and trades
- c) Have access to the registered Account(s) and the dashboard where transaction history and other Account settings are found

9.2. The login credentials will continue in effect unless terminated by either party. Accordingly, the Client agrees that the relevant password or access codes that the Company will give shall only be used by him/her or by the Client's Authorized Person, whom the Company consented to appoint

9.3. The Client shall not, for any reason, disclose his/her Account, account number, password, and access codes to anyone else.

9.4. The Client is required to make sure that the devices by which he/she trades with the Company or Trading Platforms are not left unattended or are being utilized by any third party to carry out trading activities through using his/her Account and that any passwords, access codes, and security data used intended for gaining entry to the Client's Account are kept secured and out of the reach of other persons all the time.

9.5. The Client is primarily responsible for all and any loss that may occur in his/her Account by unauthorized access and use of his/her Account, including the loss encountered as a result of lost or stolen passwords or other security information.

9.6. The Company may depend on all instructions, orders, and other contacts through the Client's access codes. Accordingly, the Client will be constricted by any transaction or expense encountered on the Client's behalf in reliance on such instructions, orders, and other communications.

9.7. If the Client becomes aware and believes or suspects that his/her Account has been lost, stolen, compromised, or is being used by any third party without his/her permission or consent, the Client shall inform the Company immediately by contacting the Company's Customer Support Department through email or Live Chat. If the Company receives the Client's notification within Business Hours, the Account password will be reset immediately upon acknowledgment of his/her notice. If the Company receives the Client's notification outside Business Hours, the password of the Account will be reset as soon as reasonably possible.



## AGREEMENT

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9.8. The Company may, but is not obliged to, notify the Client of any activity which the Company considers that is carried out through the Client's Account without his/her authorization, and in such situation where the Company reasonably believes this is the case, the Company may, in its discretion, put on hold the Client's right to use or access his/her Account until the Client verifies to the Company that all trading activity carried out using his/her Account is approved by him/her. The Company is not held liable if access to the Client's Account was not postponed at such appointed time.

9.9. If the Client has more than one Account with the Company, the Company has the right to consider all such accounts as if they were under one Account to control the number of accounts maintained by a single household at its best judgment.

9.10. Further to the above, the Client is mainly made aware that all such positions can be turned over constantly except when closed manually. As a result, all accounts may sustain a cost for such rollover.

9.11. During the Client's trading course, he/she must ensure compliance with the following:

- a) Any additional terms and conditions stated in this Agreement or any additional contracts with the Company
- b) Any other terms and conditions relevant to the transactions observed under this Agreement

9.12. Clients are obliged to provide additional information that the Company may ask from time to time as part of its responsibilities to comply with the Anti-Money Laundering (AML) Policy and Know-Your-Customer (KYC) Policy, including other applicable policies.

9.13. The Client may consent his/her first-degree relatives or a third party (authorized persons) to trade with the Company through his/her Account, where the Client agrees to the following: a) The Company has set its prior written approval to this; the Client has been provided with all the certification needed for this intention, including, without limitation, all customer identification and KYC documents on the subject of such authorized person's comprehension and experience permitting the Company to decide whether derivative trading is suitable for the Client

- b) No approved person of the Client can play the part of the authorized person or any other customer, where the Company reserves the right to refuse to consent any proposed authorized person and suspend or terminate approval to such authorized person trading with the Client's Account when deemed necessary c) Any orders or trades carried out using the Client's Account, through his/her

authorized persons, are tied to the Client as if they were given by the Client

9.14. The Company is not responsible for and has no obligation to compensate the Client for any incurred damages which the Company may go through from the Client's trouble to take the right course of action to protect the security of the Client's Account, passwords, and access code. Should the Client fail to prevent anyone from any sanctioned entry or use of his/her Account, the Company shall not be held responsible for any legal, administrative, or arbitral dealings and expense-related thereto. The Client shall compensate the Company for all the damages, costs, and expenditures resulting from non-compliance with this section.

9.15. The Company shall not be held liable for any unauthorized access or use by minors in any means or approach. Accordingly, the Company is not accountable for verifying whether any transactions or contracts the Client may input are inappropriate or suitable for itself.



#### **TERMS OF USE AGREEMENT**

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9.16. By agreeing to these Terms of Use, the Client permits the Company and its representatives to look into the credit status and, with respect therewith, to get in touch with such financial establishments and credit officials as the Company deems suitable to validate such information.

9.17. The Client concurs not to allow any information he/she accesses through the Company's electronic services to be exposed, broadcasted, retransmitted, duplicated, professionally or publicly made use of, or otherwise re-distributed or to be utilized to produce any unoriginal works, including databases.

9.18. The Client recognizes that different legislation applies to each country relating to financial deals. Therefore, it is the Client's sole responsibility to make sure that he/she ultimately acts in compliance with the applicable laws, policies, and regulations applicable to his/her country of residency or the case of an authorized individual in his/her country of development, incorporation or domiciliation in connection with gaining entry or utilizing the Company's online trading facility.

## CHAPTER 10. TRADING ACCOUNTS

### SECTION 1. SINGLE ACCOUNT & JOINT ACCOUNT

10.1.1. The Company reserves the right to impose a deposit limit which can change from time to time. The Company may, but is not required to, notify the Client via email upon alteration of deposit limits. The Client may face relevant consequences and restrictions if he/she negligently disobeys imposed rules, depending on the gravity of the Client's offense, where the Company will proceed to take legal steps and actions.

10.1.2. The Client is solely liable for every deposit and transaction he/she makes with the Company; the Company will not be held liable for loss and misuse of money on the Client's behalf.

10.1.3. The Company strictly sifts every account and transaction made; depositing and withdrawing funds are uncompromised as the Company deliberately checks that the Client makes the transaction, be it sending funds or withdrawing funds.

10.1.4. The Company also accepts an authorized person to do a transaction with the Company, given that the Client authorized the actual representative. The Company does not condone any form of account sharing with anonymous people, third-party software, and other applications outside the Company's premises. Accordingly, the Company is not liable for instances beyond its control related to using such unauthorized third-party services, such as lost capital or leaked information.

10.1.5. Clients are free to open an account with the currencies available that the Company provides, but changes in the preferred currency may occur from time to time; it is advised to contact the Company first if the Client is trying to open a currency that is not on the current list. The Client agrees to pay a conversion fee in the current currency exchange as imposed by the Company at their discretion.

10.1.6. If users intend to operate a Joint Account, such users must send a written consent letter to the Company's official email address. Once the Company authorizes the Joint Account, the relevant Clients must comply with providing additional information or documents separately, if applicable. Accordingly, the relevant Clients must comply with the applicable terms and conditions in this Agreement regarding using Trading Accounts. In case of a disagreement between the Clients, the Company will still continue to accept orders and transactions from each party until a letter instructs the Company to act on the situation. In the event that one of the Clients ceases, the remaining one can still operate and manage the Joint Account.



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10.1.7. Any of the two Clients is eligible to close an account and redirection of balances; both of the Clients can also manage to withdraw funds from his/her account, given that at least one of the parties completes the necessary information, paper works, and the withdrawal form. Both parties must accept the Terms of Use before the Company can validate the Joint Account request, and breaches of the Company's Terms and Conditions can face termination of the Joint Account.

10.1.8. The Company can accept deposits and other funding transactions as long as the applicable funding guidelines are followed. However, the Company has the right to reject and cancel or block the Client's Account from any transaction should any of the following events occur:

- a) In case the Client failed to provide the Company with necessary information and identification
- b) If, under the Company's discretion, it concluded that the Client's documents are illegal and fake
- c) If the Company has concluded that the Client is part of a fraudulent activity and other illegal businesses
- d) If the Company receives a note or a message saying that the Client's credit card or debit card has been lost or stolen
- e) If the Client has failed to comply with the respective terms and conditions of this Agreement and other applicable laws and regulations

10.1.9. Deposit time may also vary on the method and the amount of deposit, where the processing time can take much longer than usual due to geographical events and holidays. The Clients are to be informed as soon as the processing is complete.

10.1.10. Additional payments are the Clients' liabilities, including interests on credit balance, funds, and fees from the Client's deposits or any transactions. The Client agrees to waive the Company from all interest and transaction charges.

10.1.11. The Client also accepts that Account idleness or lack of activity, which includes funding the account and lack of trading activities, can lead to account suspension. The Company can give the Client 30 (thirty) business days to proclaim or inform the Company that he/she is shifting his/her account to an inactive one so further service charges and other fees are removed from the Client's liability. In case of failure to inform the Company beforehand, all liabilities will be shouldered by the Client.

10.1.12. The Company reserves the right to terminate the Client's account or charge the Client maintenance fee if his/her account deems inactive for a year or more.

## SECTION 2. MULTIPLE ACCOUNTS

10.2.1. Several Clients may have more than one account, and in this case, the Company treats all accounts under one account to minimize the number maintained by a single person.

10.2.2. If the Client holds several accounts, all terms and conditions set by the Company are still applied. The Client agrees that he/she is liable for every loss and damage he/she encounters; all relevant consequences and restrictions that entail with the Client's main account are also applied to the sub-account.



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### SECTION 3. ISLAMIC ACCOUNTS

10.3.1. The Company presents the opportunity to open Islamic (Swap-Free) accounts which are accessible only to those Clients who cannot make use of swaps as a result of their religious beliefs. For that reason, in all events where an application for an Islamic Account is reported to the Company, the Company upholds the right to verify the need for such change.

10.3.2. The Company, at its sole discretion, upholds the right to decline the processing of any such application when deemed necessary.

10.3.3. The conversion of a standard Trading Account to an Islamic Account is carried out only upon the request and approval of those Clients who fulfilled and presented an application for an Islamic Account.

10.3.4. Upon the acknowledgment of such a properly signed and completed Islamic Account

application, the Company shall assess the application and any additional documents forwarded, and the Company shall notify the Client who applied for the conversion through email whether the application is approved or not.

10.3.5. When the Client who, as a result of his/her practice of Islamic religious beliefs, cannot obtain or pay interest, such Client can request their Trading Account to be a rollover interest-free account, not charged with, or free of, premiums and rollovers or interest, specifically an Islamic Account, as offered by the Company and considering that this can be revised from time to time.

10.3.6. The Client hereby validates, agrees, and declares that a request to convert their Account to Islamic shall only be made by reason of the said Islamic religious beliefs and for no other reason.

10.3.7. The Company upholds the right to refuse permission to acknowledge the request of a Client to designate their Account as an Islamic Account upon its sole and absolute judgment, which shall be final and unquestionable upon the Client.

10.3.8. If the Company suspects that a Client is misusing the rights granted to him/her by the categorization of the Account as an Islamic Account, the Company has the authority without prior notice to apply the following:

- a) Increase the commission upon every trade carried out in the Islamic Account
- b) Call off the special privileges and terms bestowed to the Account due to its classification as an Islamic Account, revoke the designation of the Account as Islamic Account, and turn it into an ordinary Trading Account
- c) Limit or prevent the Client from hedging his/her trades
- d) At the Company's sole discretion, close any open trades

10.3.9. The Client hereby acknowledges and agrees that he/she shall bear all costs drawn from the abovementioned actions, including but not limited to the cost of the coverage change.

10.3.10. The Client is not allowed to use his/her Islamic Account for the purpose of making profits from swaps and may not ask for the payment of any swap fee that has been lost as a consequence of switching their bona fide Trading Account into one or more Islamic Accounts for the period during which their valid Trading Account(s) has/have been changed into one or more Islamic Accounts.

10.3.11. The Company reserves the authority to pull out the Islamic condition approved to any Trading Account at any time when it sees fit without being required to present any explanation or justification.



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10.3.12. If the Company becomes aware of any abuse, fraud, manipulation, cashback arbitrage, carry trades, or other kinds of trading manipulation or prohibited activities related to the Client's Islamic Account, the Company upholds the right at any time to implement the following actions:

- a) Revert the Islamic classification immediately of any or all existing Trading Accounts of the Client that have been altered to Islamic Account
- b) Rectify and get back any non-accumulated swaps and related accrued interest operating expenses or costs concerning any or all such Client's Islamic Trading Accounts throughout the period for which such accounts were switched into an Islamic Account
- c) Close all Trading Accounts of the Client immediately, cancel all trades carried out in the Trading Accounts, and revoke all earnings or losses acquired in the Trading Accounts

10.3.13. The Client hereby agrees that upon applying for an Islamic Account, he/she agrees to the terms and conditions in this Agreement, especially the terms stipulated in this Chapter. Accordingly, the Client is solely responsible for complying with the stipulations in this Agreement to retain his/her Islamic Account.

## SECTION 4. DORMANCY AND INACTIVITY GUIDELINES

10.4.1. The Company enforces a comprehensive Inactive and Dormant Account policy designed to manage accounts that experience prolonged inactivity. This policy defines specific classifications, applicable charges, reactivation processes, and procedures for handling accounts with extended dormancy. By implementing this policy, the Company ensures Clients are informed of their obligations and the implications of maintaining an Inactive or Dormant Account.

10.4.2. An account is deemed Inactive if, for thirty (30) consecutive days, the Client does not engage in any of the following activities:

- a) Execute trades
- b) Log in to the Client Area
- c) Log in to the trading platform
- d) Conduct a financial transaction, including deposits and withdrawals

10.4.3. Once classified as Inactive, the account will remain under this status until the Client performs any of the above-mentioned activities.

10.4.4. Inactive Accounts are subject to a recurring monthly maintenance fee, charged in the trading account's base currency, to cover the costs associated with account administration. This fee will continue to be deducted until the account is reactivated accordingly.

10.4.5. An account will be classified as Dormant if it remains inactive for a continuous period of ninety (90) days. Dormant Accounts are subject to a recurring monthly maintenance and administrative fee, charged in the account's base currency, and an annual maintenance and administrative fee of 1000 USD or its equivalent in the trading account's base currency. Such accounts are monitored to ensure they meet compliance and administrative requirements.

10.4.6. If a Dormant Account retains its status for a period of five (5) years and reasonable attempts to contact the Client are unsuccessful, the Company reserves the right to cease treating the account balance as Client Funds. In such cases, the Company may reclassify the funds in accordance with its internal policies.



## TERMS OF USE

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10.4.7. The Company may proceed with termination of a trading account under the following conditions:

- a) The account remains classified as Inactive or Dormant
- b) The Client has withdrawn the entire account balance
- c) The Client is unresponsive through all available communication channels, including email and phone

10.4.8. The Company may send the Client an account closure document outlining the details of the termination process.

10.4.9. Reactivation of Inactive or Dormant Accounts requires the Client to engage in one of the above-mentioned activities. Reactivated accounts will no longer incur Dormant Account administration and maintenance fees. However, any previously deducted fees will not be refunded. If necessary, the Company may request updated KYC documentation prior to reactivation.

10.4.10. Maintenance and administration fees for Dormant Accounts are deducted during the first week of each calendar month or at a later stage until the account balance is depleted to zero (0) USD or its equivalent to the trading account's base currency.

## CHAPTER 11. IMPLEMENTATION OF THE AGREEMENT

### SECTION 1. AMENDMENTS TO THIS AGREEMENT

11.1.1. The Company reserves the right to amend, modify, and revise the Terms of Use Agreement without prior notice, including all other documents and policies of the Company. Any changes made to this Agreement and other policies shall be implemented immediately. The Client acknowledges that his/her continued use of the Company's services shall bind him/her automatically to such changes.

11.1.2. The Company may but is not obligated to notify the Client regarding any changes to this Agreement or other terms and policies. Therefore, the Client must review the Terms of Use regularly to stay informed of any changes to this Agreement.

11.1.3. Some of the Company's services have separate terms of use and access, including its online trading

facility and platform, where the Client is solely responsible for reviewing those terms and their changes.

## SECTION 2. ENFORCEMENT OF THIS AGREEMENT

11.2.1. This Agreement shall commence upon the Client's use of the Company's services. If the Client provides permission, authorization, waiver, or sanction that the Company requested, the Agreement will persist in being applicable in full force and effect as relevant policies permit.

11.2.2. The Agreement fulfilled between the Company and the Client may be revised or extended through the integrity of conveying written approval by the parties in the type of a supplementary contract, which shall be by request.

11.2.3. If an inconsistency or conflict arises in this Agreement or any conditions of access and use, the Company will have entitlement to the Client's right to enter or use the applicable section or part of the Company's online trading facility.



### TERMS OF USE AGREEMENT

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11.2.4. In the event of an irregularity or inconsistency between the Client's consent in this Agreement and the approval of other services, property, or business liaisons, accounts, or contracts between the Client and the Company, this Agreement will continue to be in effect.

11.2.5. The relevant obligations concerning the enforcement of warranties and representations, which by their nature should survive the termination of this Agreement, shall survive the termination of this Agreement.

## SECTION 3. TERMINATION OF ACCOUNT, SERVICES, AND AGREEMENT

11.3.1. This Agreement shall be terminated in the following circumstances:

- If one of the actions specified by the insolvency law was initiated against either

party

- b) In case of death, dissolution, or voluntary liquidation
- c) In case the Company pulls out its consent given to the Client
- d) Through termination of the Agreement by either party

11.3.2. The Client is given the right to denounce the contract remotely independently. This Agreement takes effect on the day the Client acquires and creates his/her Account and upon the beginning of using the Company's, any or all, Company's services.

11.3.3. The date of receipt of the notice by the Company is considered to be the date on which the Client receives the acknowledgment by mail (if sent by letter) or the date of communication and of receipt by the Company of the recognized receipt of the document.

11.3.4. The Client retains his/her responsibility for any duties he/she brought upon himself/herself before any termination, whether such termination is done by the Company or by the Client.

11.3.5. Any termination will only affect transactions started following the receipt by the Company of such notice and reasonable time to act on it.

11.3.6. The Company may transfer or assign the interests in the Client's Account or Agreement to any of their successors and delegates, whether by merger, consolidation or otherwise.

11.3.7. In the event of such transfer or assignment, any existing rights and obligations at the time. will proceed and be binding on the Client's administrators, successors, or delegates.

11.3.8. If the Client has overdue fees towards the Company, the Company may retrieve such amounts from the Client's financial instruments portfolio or any other assets until the balance is fully settled.

11.3.9. The Client cannot transfer its interests in its account or agreement except when a prior written approval from the Company or through a bequest, business dissolution, or similar situations as permitted by the law, in which case any privilege and commitments present at the time will follow and be binding on the Client's successors, executors, administrators, descendants, or delegates.

11.3.10. In case of death, incapacitation, or any occurrence that causes the Client to be unfit to continue this Agreement with the Company, the Client's first-degree relative(s) shall be the successor of his/her account.

11.3.11. Given the speculative attributes of trading in the financial market, the Client acknowledges that he/she cannot file a chargeback for the services of the Company considering the trading



## TERMS OF USE

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platform, client area, news, and signals which are part of the provided services. For filed charge backs, the Client agrees that his/her Trading Account will be inaccessible or terminated immediately thereafter.

11.3.12. Should the Client request to terminate this Agreement, he/she must inform the Company via official email where the Client specifies his/her reason for his/her will to terminate the Agreement. The Company will review the request within fourteen (14) business days and provide written confirmation to the Client. Before the Company officially terminates the Agreement, the Client must ensure that he/she has no ongoing obligations and dues to ward the Company. 11.3.13. The Client can send his/her termination

request to [consumer.queries@CAPEXGO.com](mailto:consumer.queries@CAPEXGO.com). After

sending his/her termination request, the Client must wait for the official response from the Company with the resolution of his/her case. Only after receiving a response can the Client proceed with further actions regarding his/her termination request. The Client should send his/her inquiries using his/her registered email with the Company for prompt identification. In case of different email address usage regarding termination requests, the Company reserves the right to reject the request. If the Client has limited access to his/her registered email, he/she must directly inform the Company by email before submitting his/her termination request.

11.3.14. Terminating this Agreement will not free either party from any obligation herein. Transactions delivered and agreed to herein will not exempt the Client from the responsibilities that may arise after the

termination of the Agreement. If the Client does not comply with his/her obligations, the Company reserves the right to revoke the profits accumulated from the Company's services. The Company may change, update, or alter the Agreement without prior notice.

11.3.15. The Client acknowledges that the following occurrences shall indicate an Account closure request, where the Company reserves the right to implement a termination procedure without prior notice in case any of the following occurs:

- a) The Trading Account is unused or inactive for 30 days or more

- b) The most recent withdrawal request amounts to the total balance of the Account
- c) The Client is unavailable or out of reach in all forms of communication

11.3.16. The Client may sign an official confirmation of the Trading Account closure via email. The Company reserves the right to conduct the following procedures upon encountering such events:

- a) Apply daily fees for inactivity
- b) Invalidate profits generated from the credit funds or bonuses regardless of the ongoing obligations of the Client
- c) Charge termination fees in case of unsettled obligations of the Client
- d) Deduct bonuses or credit funds from the total equity of the Trading Account

## CHAPTER 12. EXCLUSION, LIMITATION, AND INDEMNITY

### SECTION 1. EXCLUSION

12.1.1. The Company shall not be liable for any misconduct and negligence the Client make; the Company is also not liable for any damage and expense by the Client. The Company and its constituents shall not be held liable for any direct or indirect damage and breach from third-party software. This Agreement also excludes the Company and its constituent from any physical harm and death; by agreeing, the Client is indemnifying the Company for any loss. By all means, the Company is not liable for any tax-related implications for the Client's transactions.

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### TERMS OF USE

### AGREEMENT

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12.1.2. The Company is not liable for any personal damage on any devices the Client possesses, such as mobile phones and computers. However, the Company strongly advises having regular checkups on his/ her devices to ensure virus-free trading. The Company also strongly advises Clients to refrain from third-party software and applications to ensure a malware-free device and trading. Malware attacks and viruses are on the Client's liability,

and he/she agrees to exclude the Company in all ways possible.

12.1.3. If the Client has concluded that his/her account has been hacked or damaged, feel free to contact the Company or any of the Company's authorized representatives; the Company will then assess the situation. Note that the Clients are always liable for the safety and security of his/her Account.

12.1.4. The Company will not be liable for any loss or damage on the Client's behalf; the Client shall be in complete control of his/her account. The Company does not force the Clients to invest and trade as it is of the Client's will and responsibility if anything occurs with his/her account. The Company also strongly advises not to deal outside the Company's premises as it may risk personal aspects or the Client's Account, personal information, and even loss of money. The Company does not condone unauthorized or unrecognized third-party software and applications, where further debacle arising from such third-party software excludes the Company from any liability.

12.1.5. The Company has no direct relationship with the companies acting as payment services providers (the "PSPs") through which the Client processes his/her payments. Accordingly, the Company will not be responsible if a dispute arises between the Client and the applicable service companies.

## SECTION 2. LIMITATION

12.2.1. Each transaction made by the Client to the Company always has the implication of approval and acceptance; this includes electronic settlements. Remember that a transaction will be valid upon the approval of an Authorized person from the Company. Any third-party transactions shall be required with written confirmation and approval from the Client, which shall indicate consent of authorization for the relevant third party to conduct the transaction.

12.2.2. The Company is to accept a transaction given that the full instructions were followed, and no falsification or forgery is guaranteed. Accordingly, a settlement will be due, and verification shall follow from the Company within the given time scope. Failure to fulfill the abovementioned will lead to the invalidation of the transaction and account restriction. Furthermore, breaches and other falsifications and forgery after receiving a confirmation can and may result in relevant consequences and restrictions if proven true.

12.2.3. Validations of transactions are solely and exclusively for the Client; the validation is non-transferable and is uniquely binding to the Client alone. Other temperaments and falsifications from the validation can and may lead to possible consequences. The Client is responsible for his/her validations, and the Company will not be held liable for any possible damage and loss that can further occur.

12.2.4. Validations are expected to be settled if all remaining documents and deeds are fulfilled. Further delay and holdup of said validation can occur anytime, as possible problems can arise in the Company. Failure to comply on behalf of the Company can signify more challenging problems and conflicts internally. If this happens, the Company will not be responsible for any service delay.



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## TERMS OF USE

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12.2.5. On the eve of not receiving any validation from the Company, even after receiving a confirmation, the Client must immediately inform the Company of the delay or the malfunction he/she has encountered. The Company can and will be able to deem any falsifications of appeal, and after deliberation, the Company can dismiss the plea from the Company's logical and rational discretion.

12.2.6. The Client understands, agrees, and accepts that the Company cannot ask for any additional information and data via third-party websites. Any fraudulent activities and communications are to be subjected to a possible scam. The Client must make sure to forward any uncertain request to the Company, where authorized personnel can identify the authenticity of the request. The Company strongly opposes any third-party validations of any request if the validation comes from a separate party; proceed cautiously, as the Company shall not be held liable for further damage and breaches.

12.2.7. Validation time can also depend on the scale of the transaction, and if it is pushed to the maximum limit, expect a more extended period of validation as opposed to minimum transactions, which can be tackled around the day. If a prolonged validation is experienced, contact the Company as soon as the Client can so the problem can be resolved as soon as possible. The Clients are also advised to be patient as a steady stream

of validation traffic is expected daily, and the possibility of losing a transaction is inevitable.

12.2.8. The Company can and will refuse certain transactions deemed to be breaching a particular part of the Company's terms and conditions.

12.2.9. Any invalid transaction will be ignored, as the Company is solely liable for any transaction validation, given that the transaction is valid and relevant. Any possible step taken by the Client without the Company's prior knowledge can lead to deprivation, harm, and even loss of money. The Company iterates to comply with the terms and conditions of this Agreement to avoid any possible complication.

12.2.10. Do not proceed with sending multiple requests for the transaction if it has been rejected the first time; ensure that the documents being sent are correct and accurate. Major and minor errors are grounds for invalidation of any request.

12.2.11. The Client agrees to abide by the rules and regulations that the Company imposes. Failure to follow the rules can lead to disqualification on any validation request the Client has submitted.

12.2.12. Any document or transaction that is for validation must stay within the confines of the Company's Terms of Use; failure to allocate any time to double-checking can lead to further disqualifications.

12.2.13. The Company can deliberately reject requests with rational discernment. In compliance with the Company's Terms of Use, rejection of transactions is expected. If, in the Client's opinion, he/she experiences an unjust judgment, the Client can contact the Company with his/her valid points and facts.

12.2.14. The Company will decide on the base currency transaction if certain Force Majeure events happen. If volatility strikes unexpectedly, the Company has the final judgment in determining the apropos market prices equivalent to the trading hours.

12.2.15. The Client must follow the Company's terms and conditions regarding the price determination. In the event of profound confusion, Clients are assured of having the best end if sharp market declines and market prices are highly affected.

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your money.

12.2.16. The Company may, without obligation, provide currency changes, and it is up to the Client to read any reconvening changes. The Company is not liable if the Client fails to check updates regarding such occurrences that can lead to loss of money.

12.2.17. The Client understands and agrees that his/her transactions will be converted to his/her base currency and that further service fee and other fees shall be settled, respectively, in compliance with the conditions of derivative positions.

12.2.18. The Company is not liable for any injustice, direct or indirect damage, or loss that the Client experiences with third-party content. Any fraudulent cases and notifications will be forwarded to the Company to ensure the highest possible protection. The Company advises to manage or make any deal outside the Company's premises.

12.2.19. There will be no circumstance that the Company will provide any legal guidance, and the failure to immediately contact the Company can potentially lead to personal identification breaches and loss of money.

12.2.20. The Company is not liable for any information leaked from the Client's end; the Client is solely responsible for protecting his/her data and identities against fraudulent beings and third parties. The Company shall not be held liable for any charges that involve swindling and dealing with third parties and other actualities that offer legal guidance.

12.2.21. The Client is the sole proprietor of their accounts, where any possible loss and other failures will be under the Client's care and supervision. Investments, transactions, and investment strategies made are solely by the Client's own free will, and any loss will not be held under the Company's liability. For specific occurrences, contact the Company for further clarifications.

12.2.22. Remember that trading has a high risk and high reward nature, losing funds is expected, and none of this will be the Company's responsibility. Every decision the Client will be making is considered as his/her personal investment objectives and plan, including every strategy and transaction the Client makes, is under his/her sole decision. Accordingly, the Company will not be, in any way, liable for money lost in the Client's capital.

### SECTION 3. INDEMNITY

12.3.1. The Client is fully responsible for accessing his/her Trading Account and using it anytime and anywhere he/she wants. With that, the Client is solely responsible for anything and everything that his/her Account runs into. The Client is also fully responsible for every investment and trading strategy he/she accounts to make. The Company's directors, investors, shareholders,

employees, agents, and personnel are not liable for the Client's Account and his/her activities.

12.3.2. The Client agrees that any breaches of any third-party software or communication will void any transaction and validation made by the Company. The Company does not condone any use of third-party software or having any partnership outside the Company's premises; any loss or damage will exclude the Company from any liability. In cases that a personal breach is experienced (e.g., Viruses), the Company shall not be held liable for any information leak and contravention, direct or indirect, since it is a sign of the Client's negligence.



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12.3.3. The Company gives the Client the free will to do what he/she wants to do with his/her Account; the Client may allow an authorized person (i.e., First-Degree Relatives) to trade on the Client's platform or on his/her behalf, but the Client must consent to the Company prior to the event; failure to address the letter of consent can lead to relevant restrictions and consequences.

12.3.4. Along the borders of the First-Degree Relatives, no one can be considered an Authorized Person and further breaches against this rule can spur legal actions. The Company, along with its reasonable and logical discretion, can also null any request for an appeal to have an Authorized Person, and the Company can also suspend the Client's account for violating this treaty. Any investment and trading strategy made by the Client's Authorized Person will be attached to the Client's account; these Terms of Use Agreement will apply. If evident negligence is found, the relevant restrictions shall be applied.

12.3.5. The Client is solely responsible for safekeeping his/her Account, including the Client's Authorized Person, and the details of the Client's Account, such as the Client's username and password.

12.3.6. Failure to keep the account secure can lead to potential loss and damage; in that event, the Company will not be held liable for any loss or damage. The Company encourages Clients not to leave any of their devices unattended with the trading platform. The Company also advises the Client not to give away the login details to third-party websites as it can lead to potential account theft.

12.3.7. If the Client believes that his/her account is being used without his/her supervision, or if the Client believes his/her account is being hacked, immediately contact the Company via email or Live Chat. The Company also prohibits account misconduct, and if the circumstance calls for it, the Company may notify the respective Client of the problem. In its sole discretion, the Company may hold or suspend the Client's account until the respective Client confirms final judgment regarding the account's activities.

12.3.8. The Company operates under the "Data Processing Law," wherein by using the Company's services, the Client agrees to give the Company, along with its constituents, to collate personal data with the sole purpose of carrying out transactions and other services.

12.3.9. The Company values every Client's effort to partner with us; with that, the Company takes pride in making the Client's Account as safe as possible. All information the Client has provided the Company is kept for business purposes only. The Client's name, address, birth date, and occupation shall all be kept safe from the public. The Company only collects the necessary information needed to enhance the Client's experience with the Company. The Company consistently maintains a security and safety level at the highest and improves every now and then to keep potential harm away from the Clients.

12.3.10. The Company and its constituents have the right to access any of the Client's information for business purposes only. Examples of cases where the Company, or any of its authorized representatives, can access the Client's account information are when the Company endorses a new service or product and serves the Client's Account. Accordingly, Client details such as the Client's name, name, address, birth date, occupation, assets, and income are used for verification and business transactions with the Company.

12.3.11. The Company and its affiliated companies are also entitled to access the Client's information to improve several services. However, just like the Company, the affiliates are also under an oath that requires them to contain the confidentiality of the information they obtain. The Company can also provide the Client with information to other parties as long as the Client agrees to the conditions and the Client's full consent is given.



#### TERMS OF USE

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12.3.12. The Company will record any form of communication the Client initiated with us, as the Company will remain the sole proprietor of those messages. The Company will use any recordings, emails, and

messages as evidence for future use. The Client agrees that upon safekeeping, the Company can also use the recording in any court hearing and other government/authority meetings.

## **CHAPTER 13. FUNDING & WITHDRAWAL CONDITIONS**

### **SECTION 1. ACCOUNT DEPOSIT**

13.1.1. Upon agreement with the Company's Terms of Use, the Client is also in agreement that any payment that he/she will conduct with the Company shall be agreed upon and specified by the Company alone. Any foreign validation of payments and payment requests are strictly out of the Company's radar. Loss due to negligence shall be the Client's sole responsibility.

13.1.2. The Client assures that the funds he/she deposits and uses for trading with the Company are legally obtained, while such funds must be in the form of real money. The Client understands and agrees that accumulating interests from his/her Trading Account is prohibited.

13.1.3. The Company can also levy any possible transaction due to processing fees and payments that occur with the Client's account. The Client also agrees that every payment and transaction he/she conducts with the Company is final; the Company may but is not required to inform the Client if a specific product or service is unavailable and if problems persist. The Company is not responsible if the Client manages to miss the report.

13.1.4. Additional payment must be settled immediately by the Client, wherein the Client agrees that commission charges, processing fees, and other charges will be extracted from his/her account. Prices of commission charges, processing fees, and services may surge or deduct at the Company's sole discretion.

13.1.5. In compliance with the payment services, the Company has every right to decline every payment deemed to violate clauses inside the agreed Terms of Use. In addition, the Company abides by the governing laws and helps prevent fraud and money laundering; the Company, in its sole discretion, may reject payments if perceived unlawful.

13.1.6. The Company is not obliged to remit any money without any due and proper request and at the Company's discretionary; the Company will not be sending money to any Client, but if given to a specific circumstance, a fitting substitute may be offered.

13.1.7. The Company can reject payments from banks that are unrecognized or not on the Company's list; any payments used from an unverified bank will be declined, and any money loss will be on the Client's liability.

13.1.8. The Company will process payments or deposits in one (1) business day. However, the Company is not responsible for any delay that may occur due to third-party providers.

13.1.9. Once the Company has approved the withdrawal request, the Client will receive his/her funds within one (1) to five (5) business days. The Client understands and agrees that any delay, loss, or damage that may arise after his/her funds have been withdrawn is beyond the Company's control, wherein the Company will not be liable for such an issue.



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13.1.10. Furthermore, the Client acknowledges that the Company will not charge him/her any fee when depositing to his/her account. Any fees charged by third-party transaction providers or banks will be under the Client's sole responsibility.

13.1.11. Fund transfer between two Trading Accounts must be requested through a formal letter submitted by the relevant Clients subject to the approval of the Company. Both Trading Accounts must be verified and should not have any outstanding dues.

#### **SECTION 2. CREDIT/DEBIT CARD FUNDING**

13.2.1. Further information and clarification on the proper use of the different payment methods provided by the Company will be available on the official website, where misuses and violations will be on the Client's liability.

13.2.2. The Company offers credit cards or debit cards to fund the account, where the exchange rate may have aggressive rates. Credit and debit card transactions are quickly processed, where processing usually takes minutes, and the deposited funds are instantly usable after validation from the Company's authorized personnel.

13.2.3. The process will be free of charge, but it will vary on the Client's card company whether additional fees are implemented apart from the transaction processing fee.

13.2.4. The Client permits the Company to submit his/her credit card or debit card registration and documentation as a requirement by the AML Policy, KYC Policy, and other regulations and legislations that apply. The Client must wait for confirmation and a validation of his/her credit card to start trading; should the Client show negligence towards his/her account's risks, the Client will be liable for the damages and losses that may arise. Different methods for using the debit card are specified on the Company's official website; all damages and losses due to negligence will be at the Client's liability.

13.2.5. The Company ensures its Clients maximum safety and security; this includes preventing fraudulent activity and identity theft; the Client agrees with the following limitations, and failure to comply with rules corresponds to consequences. Therefore, the Company assures to keep it upright with these measures; the Company has a limit on the number of transactions allowed on an allotted time, there will also be a limited amount of deposit in an allotted time, and there will also be a limit to the amount of deposit per transaction and registered email.

13.2.6. Regarding the use of credit cards, the Company will also limit the number of credit cards allowed; deposit attempts are also limited per email and a limitation on the connected email address on a single credit card.

13.2.7. The Client agrees that failure to comply with the aforementioned may lead to investigations and further inspections into the subject to ensure that an authorized person is still behind the activities. There may also be delays in some transactions due to the ongoing investigation, declination of card deposits, and other transactions. If the Company assesses an investigation into the Client's Account, the relevant department has the right to request additional documents.

13.2.8. If the fraudulent activities are confirmed, all transactions and activities will be ceased; the account will be blocked from the Company, and all profits and revenues that exist in the account will be put on hold until the fraudulent activities are cleared. In addition, all transactions that are being processed will also be on hold until the issue is resolved.



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13.2.9. It will be in the highest regard that the Client provides the Company with accurate personal information; it will be a criminal offense to provide the Company or any of its representatives with misleading or intentionally inaccurate information. The Company has every right to identify the Client's credit cards and debit cards; the Company makes sure that the Client is the authorized and legitimate owner of the card.

13.2.10. With its logical and rational discretion, the Company can cancel transactions if suspected of being fraudulent or illegal. The Company can also completely block all access to services and, without limitation, can suspend and terminate the Client's account; under the circumstances, the Company also has the control to seize any profits and revenues the account is entitled with.

13.2.11. The Client must keep track of every credit card and debit card transaction; the Company will not be liable for malfunctions and misuse of the Client's cards. Keeping a good track of card transactions gives much control and help; the Company also keeps track of the Client's transactions for later purposes.

### SECTION 3. WITHDRAWAL

13.3.1. The Client agrees that all withdrawals of funds are subject to the Terms of Use that entail the Anti-Money Laundering law and all applicable laws and regulations. Accordingly, the Company assures to keep upright and follow respective rules and regulations; all withdrawals from the Client's account are subject to validation.

13.3.2. All withdrawals will be processed within five to seven (5-7) business days. Withdrawal requests may be delayed due to holidays, internal errors noted or informed before the date, or failure to complete the withdrawal slips. The Client is liable for any potential problem before the validation; the Client is responsible for checking the status of his/her withdrawal request in the Client Area.

13.3.3. After the validation of the withdrawal request, the Company would immediately process this on the bank, credit card, or debit card that the Client used for his/her name and information. The Company will not be liable for any problem the Client may encounter after the processing and validation.

13.3.4. Note that the Company will not be liable for any delay, as banks, credit cards, and debit card companies may take some time to process the Client's request-sometimes even days. The Company will not be liable for any delay that may occur with the Client's withdrawal, the Company may have internal problems from time to time, but the Company can, without obligation, inform the Client prior to the occurrence.

13.3.5. The Client also agrees that the Company will impose every applicable law and regulation; the Company is supporting the cause of bringing down money laundering and other fraudulent activities and crime. The

failure to provide the correct information and identification can lead to some delay and can lead to relevant consequences and restrictions; in this event, the Company will hold no liability for the damages that may occur.

13.3.6. The Company can also impose a limit on the withdrawal request and can also put a limit on the withdrawal per account. Note that the minimum amount for withdrawal requests through international Wire Transfer is 50 USD and above. Failure to comply with the Company's Terms of Use can lead to relevant consequences and restrictions and may lead to legal action if further negligence is exemplified.



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13.3.7. The Client takes full responsibility for further fees charged to his/her bank, credit card, and debit card companies. The Company also implies several fees for processing the Client's withdrawals along with transaction fees, the Client is obliged to pay the dues, and failure to comply can lead to further complications. The Company may change the fees or charges from time to time.

13.3.8. Fees and other charges that may underlie the Client's funds, such as taxes and other costs, are solely the Client's liability. These other charges that the Company does not impose exist; if the Client neglects to pay such fees, it can lead to relevant consequences and restrictions. If other forms of payment from third-party software or application arise, contact the Company immediately to avoid possible loss. Fraudulent entities are always present; the Company does not hold any liabilities in case of any loss in that event.

13.3.9. The Company can also halt any withdrawal at its sole discretion and can cancel the request if any of the following occurs:

- a) Fraudulent activities are detected in evident information if there is not enough margin available in the Client's Trading Account
- b) In case the Client has a previous or current outstanding obligation towards the Company
- c) If the Client has (an) open trade(s) in his/her Trading Account(s)
- d) If the Client has initiated a chargeback procedure

13.3.10. Additionally, the Company has the right to cancel withdrawal requests if the Client, within two

months, does not respond to the official communication means, such as email and phone calls. The Company may also cancel withdrawal requests if the Client does not submit the correct required information to complete the request within two months, such as bank information or KYC documents.

13.3.11. If the Company fails to deliver the correct withdrawal amount, the Client must contact the Company immediately for further clarification, and the Company and its representatives are more than willing to deliver the right amount. Relevant consequences and restrictions also apply if false reports are sent.

13.3.12. The Company will not be liable for any solvency or omission acts by any bank or other parties holding the Client's funds or money.

## SECTION 4. CURRENCY CONVERSION

13.4.1. The Client acknowledges and agrees with the Company's currency conversion in every circumstance. Losses due to currency conversion will be the result of the currency-to-currency changes. Accordingly, the Client agrees that he/she is indemnifying the Company and holding sole liability for the costs and losses after the conversion.

13.4.2. The Company is required to convert the Client's money according to his/her base currency. This includes gains, losses, option premiums, commissions, interest charges, brokerage fees, and other fees; every deposit that is denominated other than the Company's base currency.

13.4.3. The Client agrees that the Company can use the funds in his/her account to pay his/her outstanding balances and dues; the Client has the entire liability to cover his/her obligations.



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## SECTION 5. PAYMENTS CHARGES

13.5.1. The Client is obliged to pay charges or fees that are strictly imposed and stated on the Company's official website. Failure to comply in settling the fees can lead to relevant consequences and restrictions, where lawful actions may also occur. Every Clients' remaining balances and charges are updated daily on the website, and personal notifications are also delivered. If adjustments are made to the charges or fees, the Company will immediately inform the Clients prior to the advent of the changes. Repercussions are under the Client's liability, but if a problem persists within the Company's system, contact the Company's authorized representatives immediately.

13.5.2. The Company is not liable for any tax or other legal responsibility involving any of the Client's activities; it is the Client's sole responsibility to fulfill lawful duties.

13.5.3. Transactions and their currency, which may change from time to time, are under the Company's control.

13.5.4. Commission fees are also the liability of the Client; the Company benefits from commissions and remuneration in respect of any transaction and contract carried out on the Client's behalf.

## **CHAPTER 14. COMMISSIONS, BONUSES, AND REWARDS**

### **SECTION 1. COMMISSIONS**

14.1.1. The Client is obliged to settle payments which include commission charges from the Company. The Company makes it a habit to inform prior to dues and balances; failure to make the deadline can elevate to relevant consequences and restrictions, where negligence can result in legal actions.

14.1.2. At its sole discretion, the Company has the right to alter and amend all fees and charges at any time. Such includes altering trading fees such as commissions, rollovers, swaps, and other specifications that may be amended subject to market conditions. The Client agrees that such fee changes can be effective immediately without prior notification.

14.1.3. The Client accepts that using the Company's services and facilities entails separate charges and commissions. The Client's continued use of the aforementioned indicates continuous patronage. Therefore, dues are expected from time to time. If the Client decides to seize the use of the Company's facilities and services, he/she must contact the Company as soon as possible with a written letter to the Company's official email. Failure to inform the Company of the decision to halt any use of the aforementioned means continues patronage may lead to further damage.

14.1.4. For unimplemented or uncompleted shares in the trading process or reserved

shares/contracts, the equivalent percentage amount from 1% to 5% (depending on the leverage of the trading asset) will be deducted from the Client's Trading Account. The Client acknowledges and accepts that the Company can close an existing trade in split lots or volumes to compensate or reduce the floating loss from the total floating profit or variable profit.

14.1.5. The Company is not liable for any misuse of commissions; the Company is not, in any means, possible, liable for VAT duties, taxes, and other legal duties the Client has avoided. Even with the connection to the Company and the Clients, the Client is solely responsible for processing the foregoing dues.



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14.1.6. The Client acknowledges and agrees to pay commissions to third parties that help initiate and maintain a business relationship between the Company and its constituents. Such fees include rebates, commissions, spreads, and profit sharing. The Company may also impose a 4% annual interest rate excluding the daily interest rate as determined according to the status of the Trading Account.

14.1.7. For inactivity, there will be some fees to be paid. The Client will be reminded of the inactivity and will be informed of the fee via email before the actual deadline.

14.1.8. The Client agrees that his/her Trading Account must maintain a quality condition through his/her trading course. Accordingly, the Company reserves the right to impose fees if he/she does not qualify for the determined statistical requirements.

## SECTION 2. BONUSES AND REWARDS

14.2.1. The Company can and will, from time to time, give out bonuses and rewards, and this is all subject to specific terms and conditions. Additionally, the Company updates promotions and rewards now and then and may give prior notification on upcoming rewards and bonuses.

14.2.2. All rewards and bonuses have expiry dates; the Company will clearly state the mechanics and their information on how long the promotions will run. If problems persist regarding the Company's promotions and rewards, contact the Company, the Management, or any of the Company's authorized representatives immediately, and the Company will be pleased to assist.

14.2.3. The Company is not liable for any conundrum involving third-party software and applications; it is the Client's sole responsibility to keep track of fraudulent offers, such as bonuses and rewards, especially if they go outside the Company's premises.

14.2.4. The Company may offer New Client bonuses and rewards; incentives are given for opening accounts and depositing for the first time. These bonuses and rewards are also subject to specific terms and conditions within the Company. For the Client to withdraw the bonuses provided by the Company and the profit generated from his/her trading, the Client must be able to comply with the Terms of Use provided regarding reaching trading volume.

14.2.5. The Company can also alleviate any bonuses and rewards on its sole logical and rational discretion if any applicable terms and conditions are violated or any fraudulent activities are suspected. If negligence is seen amongst the Clients, relevant consequences and restrictions may proceed after.

14.2.6. If the Client requests to withdraw the Company bonus he/she availed, he/she must comply with the bonus guidelines accordingly, while the request will be subject to the approval of the Company. If the Client received a bonus during his/her trading, the same percentage ratio of the withdrawal amount from the balance will be deducted from his/her bonus.

## CHAPTER 15. SUPPORTING REGULATIONS

### SECTION 1. CONFLICT OF INTEREST

15.1.1. Policies are an addition to the Company's prime responsibility to perform professionally, reliably, justly, and in its clientele's best interests.



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15.1.2. While it is not feasible to list all the risks and circumstances that fall under the conflict of interest, the Company has included some relevant situations that may occur when identifying such conflicts. In compliance with the Company's nature of business, the Client acknowledges that the following conflicts of interest may occur and affect the interests of one or more Clients that require immediate measures:

- a) The potential use or distribution of personal information from the Brokerage Department and the applicable departments, including other third-party services of the Company
- b) Affairs that involve external and internal departments, stockholders, directors, or managers of the Company
- c) The unwarranted development of circumstances resulting from the Client's trades, including their specifications such as trading volume, leverage, instrument or asset type, and contract size, if applicable
- d) The compensation of third parties where the interest of the Client clashes with the interest of the intermediary

15.1.3. The previously stated circumstances which can start or may lead to a conflict of interest are not irrefutable. To be conclusive, the Company will unequivocally investigate and evaluate each of the mentioned situations individually and take extra-due diligence measures to have compact proof that the ongoing case establishes a conflict of interest according to the requirement to act consequently.

15.1.4. In any case of conflict of interest, the Client must raise his/her concern regarding the matter via email.

15.1.5. The Company may conduct a thorough investigation regarding the Client's concern, which the Company may strive to resolve in compliance with, and without flouting, the Company's Terms of Use.

15.1.6. Should the conflict of interest of the Client be resolved and fulfilled, the Company may limit the access of the parties to the Company's services and other proprietary rights of the Company.

## SECTION 2. RISK DISCLOSURE

15.2.1. Investing in the financial market is connected with risk. This statement does not disclose all the possible risks and other significant aspects of trading derivatives, futures, and leveraged assets. Considering all possible risks, the Client should only use the Company's service if he/she understands the nature of the contracts and professional relationship that the Client is entering and the extent of his/her exposure to the risks involved.

15.2.2. Trading derivatives, futures, and leveraged assets may not be suitable for all types of traders. Therefore, the Client is solely responsible for ensuring his/her experience, objectives, financial resources, and other relevant factors are considered thoroughly before he/she avails the services of the Company.

15.2.3. The Company does not and cannot guarantee the profit or loss of the Client in any financial instrument. The Client acknowledges that regardless of any information provided by the Company, the value of any financial asset or instrument may fluctuate, which can affect the Client's investment.

15.2.4. The Client understands that upon his/her trading, he/she accepts the risk and possibility of incurring losses and damages due to any financial asset or instrument.

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15.2.5. The Company does not guarantee that information on the previous performance of a specific asset can affect its current or future performance.

15.2.6. The Client understands the risk of significant losses that may occur in a short period due to the speculative nature of the Company. Derivatives and other instruments can be highly volatile and fluctuate rapidly, which may show unpredictable events and results, none of which can be controlled by the

Company or the Client.

15.2.7. If the margin capital of the Client is insufficient to hold ongoing trades, the Company can but is not obligated to contact the Client by phone call or email for notification regarding the matter. The Client may be required to deposit additional funds on short notice. The Client understands that if he/she fails to act on the matter in the required time, he/she will solely be responsible for any loss or damage that will occur.

15.2.8. The Company reserves the right to regulate margin requirements for each product. Such margin regulation may result in the Client's margin requirement growing. Accordingly, the Client may be obligated to pay additional funds to uphold prevailing conditions.

15.2.9. Upon entering this Agreement, the Client agrees that he/she is aware that trading will depend on the price measure of the financial products. The Client will then be uncovered to related, but overstated, risks to grasping the fundamental assets. Here are some of the possible risks that are to happen at times:

a) **Volatility** - Strident, unforeseen activities in the product's price can produce an inflated profit or loss to the Client. Markets may not interchange consistently, and price gaps can happen with sequential quotes in the distance. One of the outcomes of this may be that stop-loss orders are implemented at unfavorable prices, either complex or lesser than the Client may have expected, reliant on the path of the Client's trade.

b) **Currency** - Wherever the Client trades in a currency-dominated product dissimilar to that in which he/she holds his/her account, fluctuations in the exchange rate can impact the Client's profit and loss .

c) **Liquidity** - In definite conditions, it may not be likely to close a portion of or an entire point at the current price or any kind.

15.2.10. Any trade of the Client is a counterpart of the Company. Several rights, advantages, or responsibilities may be relocated to any person correspondingly. While the Company embarks on the responsibility to deliver the Client with the finest implementation and to act judiciously and in agreement with the available Terms of Use earnestly, trades done in the Client's Account with the Company should be closed with us, found on the Company's values and state of affairs.

15.2.11. The Client is solely responsible for observing and managing his/her Account. Must the net value of the Account descend underneath the necessary margin, the Company can close some or all of the Client's trades at the current market price. However, this must not conversely be taken as a warranty, and it is the Client's obligation to guarantee that ample funds are in his/her Account all the time.

15.2.12. When trading, the Company offers no assurances of profit or circumventing losses. Clients will not be promised such from the Company or its agents. The Client should be cognizant of the natural trading risks and be financially capable of facing such risks and enduring any loss.

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## CHAPTER 16. SETTLEMENT OF DISPUTES

16.1. In any situation of dispute that may arise between the Company and the Client concerning any matter, or if the Client notices a discrepancy between the trading results that are displayed and those that should

have been displayed, or the Client refuses to complete his obligations towards the Company, and the Client has a solid ground to terminate this Agreement or any other conflict of interests, then he/she must take immediate measures to remedy such a situation by contacting the Company's representative on the available means of communication or those contacts indicated on the Company's official website. 16.2. The Client must also submit his/her complaint to the Company in writing to the following email address: consumer.queries@CAPEXGO.com. The Client should send his/her discrepancy concerns using his/her registered email with the Company for prompt identification. After submitting the Client's written complaint, the Company will verify it within 30 (thirty) business days if the Client's claim is sufficiently documented and presents its position to the Client. In case of different email address usage regarding the discrepancy, the Company reserves the right to reject the request. If the Client has limited access to his/her registered email, he/she must directly inform the Company by email before submitting his/her discrepancy request.

16.3. Within the period of 30 (thirty) business days from the day of the submission of the complaint, under which the Company is examining the claim of the Client, the Client is obliged to maintain any measures of communication with the Company, including phone calls, email correspondence, and to be responsive and available for achieving the best resolution of his/her case.

16.4. Within 30 (thirty) business days from the day of the complaint submission, under which the Company is examining the Client's complaint, the Client is obliged not to make any public statements in any form relating to his/her complaint. In case the Client violates his/her obligation, as described above, he/she will be liable for paying reputational damages starting from \$1000.00 (One Thousand US Dollars) to the Company, and the cumulative maximum of the payment may reach \$500,000.00 (Five Hundred Thousand US Dollars).

16.5. If the Client fails or omits to comply with these actions, the Client waives any of his/her rights to mitigate any losses, as the Client bears full responsibility from the moment of his/her failure or omission to perform the corresponding actions, regardless of the impact of profit or loss on the total amount of profit and loss.

16.6. The Client and the Company undertake every effort to resolve any dispute in good faith and on a constructive basis. The Client acknowledges and agrees that threats and blackmail against the Company are prohibited. Such actions constitute legitimate grounds for the termination of negotiations and the immediate termination of any business relationship between the parties.

16.7. Without prejudice to any other Company's rights under this agreement, if the parties are in dispute regarding a trade warrant, the Company has the right, in its sole discretion and Terms of Use of CAPEXGO Ltd. without prior notice, to accept any opinion and actions that it considers reasonable to limit the maximum amount involved in the dispute. The Company is not liable and has no obligations to the Client for any fluctuations and risks in the Client's Trading Account.



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