

# Terms and Conditions of Use



## Terms and Conditions of Use

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**Risk Disclosure:** Engaging in the trading of leveraged products carries substantial risk and may not be suitable for all individuals. The leverage offered in trading can amplify both potential gains and losses, and there is a substantial risk of losing more than your initial investment. Market conditions can change rapidly, and unexpected geopolitical events or economic data releases may cause volatile price movements, leading to unpredictable changes. Traders should carefully consider their risk tolerance, financial situation, and investment objectives before trading. Seek professional advice if necessary to ensure informed decision-making in the complex and dynamic financial environment.

## I. Introduction

1.1. This document of Terms and Conditions of Use (the “Agreement”) refers to the general conditions applicable to the use, access, rights, and privileges relating to the services, products, and facilities of BankeFeX.com as operated by Direct Prime Ltd. (the “Company,” “We,” “Us,” “Our/s,” or “BankeFeX.com”). The Company is authorized to provide trading services to customers as granted 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, with the respective license number T2022144 and registration number HY01022038, acquiring the registered address at Fomboni, Island of Mohéli, Comoros Union, is regulated by the Mwali International Services Authority (MISA).

1.2. It is essential to read, understand, and accept all the terms in this Agreement before attempting to use or access any of our services. The user becomes an official client (the “Client/s,” “User/s,” “Reader/s,” “He/She,” “You,” or “Your/s”) of the Company upon his/her acceptance of the Agreement.

1.3. The Company and the Client will be collectively referred to as the “Parties” or “Both Parties.”

1.4. The Terms and Conditions of Services will become a legally binding contract capable of being enforced by both parties upon your acceptance. The Agreement will determine the rights and privileges of both parties and may serve as a reference in case of a dispute between the parties.

1.5. This Agreement may incorporate or corroborate other official documents of the Company. The user is encouraged to read carefully and thoroughly before agreeing with the privacy policy, warranties, and every other official document connected to this Agreement to fully understand the extent of its provisions before you use or access our services. However, professional advice may be sought if you have conflicting interests with this Agreement.

1.6. Different Terms and Conditions of Services may apply to some of the services we render. It is expected that you will read, understand, and accept all the terms of use relating to a service before proceeding to access such Service.

1.7. You are fully responsible for acquiring the necessary knowledge and experience to deal with all the risks involved in your decision to trade publicly with the Company in the market. The Company shall not bear or share in the risks of your capital when investing in any financial market.

1.8. All our official communications, legal documents, and correspondence shall be in English. While we may translate to other languages, we shall bear no responsibility for inaccuracy or discrepancy in the translation. You are hereby advised to seek professional translating services to guarantee the accuracy of translations when using the information we provide. You acknowledge that the English version of information, documents, and correspondence shall always be the primary basis.

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1.9. All information we supply through the website, emails, documents, and communications is only general information and does not constitute investment advice that may be relied upon for making decisions. They may also not be regarded as unsolicited financial promotions. You are advised to get investment advice from professionals.

1.10. Our official website is [www.BankeFeX.com](http://www.BankeFeX.com) (the "Official Website"). Our official email address is [support@bankefex.com](mailto:support@bankefex.com) (the "Official Email Address"), where all correspondence can be directed.

1.11. If you disagree to be bound by all the Terms and Conditions of Services herein set forth, you are advised to desist from further use, access, or attempt to benefit from the services, products, or facilities we provide, including our service partners and affiliates.

## **II. Scope of Services**

2.1. This Agreement shall serve as a legally binding contract between both parties on the use and access to our products and services that will bind both parties upon the Client's use of our products and services.

2.2. This Agreement shall apply to all the services and products made available by the Company and shall stipulate what activities and acts we prohibit or permit.

2.3. This Agreement will provide descriptions of the Service and definitions of phrases, words, and terms engaged in the trading between both parties.

2.4. The trading accounts you own with us will be regulated by this Agreement, and all procedures and conditions regarding the creation and termination of accounts are contained herein. The Terms and Conditions of Services shall become applicable once a user registers an account with us.

2.5. This Agreement also provides for our intellectual property rights and all disclosure clauses relating to the nature of our business. You acknowledge that you have read and understood all the disclaimers in this Agreement.

2.6. We categorically state that this Agreement shall not apply to the United States of America. Any person who resides or is from the United States should not use or access our products and services.

2.7. We reserve the right to introduce additional official documents in compliance with this Agreement, and such additional documents shall become binding between both parties upon introduction and on a date otherwise specified.

2.8. Any violation of this Agreement included in the additional documents shall be deemed a violation of use. We reserve the right to fine, suspend, or terminate your account upon violating any of the terms and conditions provided in the additional official documents.

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2.9. We may alter, amend, or insert new clauses into this Agreement from time to time, and such modifications shall be binding automatically. You are fully responsible for checking this Agreement regularly to understand the amendments or changes that are in effect.

2.10. If there are any claims related to this Agreement or any agreements and contracts with the Company, you agree to address us with such claims directly. All claims can be sent through email, which must be sent from your registered email address with BankeFeX.com, and must remain confidential until presented with a final resolution. You must comply with our non-disclosure provisions, which otherwise may result in payable reputational damages.

### **III. Scope of Compliance**

3.1. The staff of the Company, its business, procedures, rules, and properties are of paramount importance to us. Hence, applying such restrictions, penalties, or reasonable force when it deems fit in the circumstances ensures that the Company is duly protected.

3.2. Our services and products are developed and rendered in compliance with the law in force as stated in this Agreement. We bear no responsibility in checking whether the activities, services, and products we provide comply with the laws in force in your country of residence. You are solely responsible for ascertaining if our services and products are legal and authorized in your country of jurisdiction.

3.3. We only offer our products and services to users who have attained legal age and are capable of making decisions in their respective jurisdiction or country of residence. We shall bear no responsibility if our services are accessed or used by anyone under the legal age determined by the government in his/her country of residence.

3.4. In compliance with our guidelines, we shall have the discretion to evaluate or review the information provided by the user at the point of registration. Therefore, we may enforce the discretion by rejecting or accepting the registration without explanation.

3.5. You agree that all information such as, but not limited to, name, age, and personal capacity are all true when providing such information. Consequently, we reserve the absolute right to restrict, suspend, penalize, and terminate your account, including this Agreement, without prior notice if we reasonably suspect or discover that you have supplied false, incomplete, misleading, or inaccurate information to us or on a trading platform.

3.6. Losses or damages may arise in the course of your trading due to the risks associated with the nature of our business. You acknowledge and agree that we are not directly or indirectly responsible for any loss or damage you incur in the course of trading.

3.7. We reserve the right and prerogative to delegate the enforcement, rights, responsibilities, duties, and obligations to any third party.

3.8. Due to the safeguards we implement from time to time, you acknowledge that we may require your financial details to identify your financial capability and if it is suitable for the

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activities and services you use with us. The information that may be requested includes, but is not limited to, credit agencies, financial institutions, insurance, and the like.

#### **IV. Client Suitability**

4.1. The two categories for registration as a Client are “individual” and “company.” Additional information may be required upon your registration in either category. You understand that registrations under either category will be deemed individual registrations.

4.2. We do not authorize third parties to act on behalf of a Client’s instructions except as otherwise agreed by us in writing.

4.3. You confirm and agree that the form of business, services, and products we offer are legal and capable of being enforced in your jurisdiction or country of residence. Some jurisdictions prohibit financial investment on online trading platforms, and this Agreement will not be applicable in such countries. You bear full responsibility for accessing or using the services and products of the Company in such jurisdictions. We are not accountable for any misuse or unauthorized access to our services, facilities, and products in such jurisdictions.

4.4. You agree that your country’s jurisdiction is not operating under the laws of the United States of America. You accept the US person description as defined herein and under 17 CFR 230.902 and verify that you are not a US person or representing a US person to transact on his/her behalf. If you become a US person or start making transactions for a US person, you agree to cease using our resources and services immediately. The following conditions qualify you as a US Person but are not limited to:

- a) Any naturalized US citizen
- b) Any person physically present in the US at the time our services were used
- c) Any partnership, business, trust, or official person organized or incorporated under US laws or with a PPOB (principal place of business) in the US
- d) Any person with an account(s), whether discretionary or non-discretionary, of another US person
- e) Other US persons described in 17 CFR 230.902

4.5. You are accountable for determining your level of skill, knowledge, and suitability before using or accessing any of our offered services, products, and facilities. You agree that you have thoroughly read, understood, and accepted all the terms set forth in this Agreement.

4.6. You hereby accept full responsibility for making decisions and executing them on your trading account. We are not liable for any loss or damage arising because of such decisions and executions.

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4.7. You firmly undertake to refrain from any form of insider dealing with the Company and our workforce, directly or indirectly. Any violation of this undertaking may lead to account termination or legal actions.

4.8. You may authorize a first-degree relative to perform activities in your trading account subject to our written approval. The procedure for requesting such authorization should be through a formal letter sent to our official email address. Your first-degree relative will be subject to this Agreement and any additional documents guiding the relationship among the involved parties.

4.9. Politicians and politically exposed persons, including relatives, partners, and associates of politicians, are not allowed to use our services, products, or facilities. You affirm that you are not a politician, connected to any politicians, or involved in politics in any way.

4.10. From the moment of your account registration, you agree to comply with keeping consistent communication with us. This includes answering our phone calls, which is the primary communication mode with the Company, and responding to our emails.

4.11. For any direct communication with the Company regarding inquiries and other concerns, you may contact us through email. You agree that we will only consider such inquiry or concern valid if the email address is registered with the Company; otherwise, it shall be rejected.

4.12. Upon using our services, you agree to comply with all the applicable obligations and responsibilities in this Agreement, including our policies and other provisions in any additional contracts or agreements.

## **V. Intellectual Property**

5.1. Excluding third-party content, all intellectual property (the “Intellectual Property”) materials are original works of our workforce. We reserve the absolute and exclusive right to copy, display, reproduce, distribute, or alter our intellectual property works. Our intellectual property works are protected by local and international laws on intellectual property. We categorically state that all third-party content and materials we use or incorporate have consented to the relevant third parties.

5.2. Our intellectual properties include but are not limited to trademarks, service marks, logos, patents, software, style, brochures, copyrights, icons, images, videos, and other graphics, documents, information, layouts, products, services, and adverts.

5.3. All users are hereby warned that unauthorized use of our intellectual property or our affiliates is illegal under the applicable local and international laws. Such unauthorized usage shall be deemed an infringement and will result in legal action. You are only permitted to use or access our intellectual property or that of our affiliates for reference purposes and without infringement on such intellectual property works.

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5.4. Furthermore, infringement on our intellectual property works or that of its partners or affiliates, we reserve the right to terminate this Agreement and restrict or suspend the provision of our services to the affected Client without explanations. Therefore, under such infringement and subsequent termination of this Agreement, all licenses granted or derived herein shall be revoked immediately.

5.5. You acknowledge and agree that we record all communications between both parties and such records shall remain our absolute property. The records and documents exchanged may be used as evidence under relevant laws to prove communications between both parties. Without prejudice, the communication records may be supplied as evidence in a court of law or to a government regulatory agency in compliance with the law in force.

5.6. Further to the above section, we reserve the right to decline or reject requests to provide any records or data from a Client or third party.

## **VI. Market Terms and Definitions**

The terminologies used in this Agreement are defined where references can be made to them for interpretation of this document.

6.1. **Account:** The distinct account registered in the name and details of the Client

6.2. **Account Summary:** A brief statement and overview of all the operations, activities, and funds of the trading account

6.3. **Additional Agreement:** The documents and terms and conditions, other than this Agreement, that have been referenced, incorporated, or impliedly referenced to which both parties have agreed to be binding

6.4. **Affiliate:** For the purposes of this Agreement, an affiliate is an entity that has applied to our affiliate program and is being paid a fixed wage from time to time

6.5. **Agreement:** This document with the Terms and Conditions of Services set by the Company, including all the annexes, appendices, attachments, chapters, sections, paragraphs, and clauses

6.6. **Anti-Money Laundering ("AML"):** A financial term used in connection with the policy and legal framework that establishes penal sanctions against illegal financing or illegal sources of funds

6.7. **Applicable Laws and Regulations:** This term, unless the context otherwise requires, refers to the relevant acts, laws, regulations, treaties, and policies made by the relevant body, agency, government, or international organization

6.8. **Business Day:** Refers to the days the Company is open for business. The days shall include 00:00 GMT+2 to 23:59 GMT+2 every Monday to Friday of the Gregorian Calendar

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**6.9. The Client(s):** A user who has registered an account on BankeFeX.com and has been recognized by the Company as an official Client

**6.10. The Company:** This term refers collectively to the management, administration, directors, representatives, and staff of BankeFeX.com.

**6.11. Complaints and Disputes Resolution:** An additional and separate policy that includes the procedures to be initiated when a dispute arises between the relevant parties concerning the services or products we provide

**6.12. Conflict of Interest:** An additional and separate document represents the interests, procedures, policy, and direction that guides circumstances where the interests of the Client do not align with the Company or any of its terms and conditions

**6.13. Contract:** Refers to business terms, instruments, binding agreements, and contracts, whether oral or written, for the purpose of selling or buying a product, Service, currency, or any other lawful financial instrument undertaken between the Company and the Client

**6.14. Counterparty or Counterparties:** The financial institutions, banks, and PSPs that the Company partners with to process the funds or transactions of the Clients

**6.15. Credentials:** This term shall refer to the purposes of this Agreement as the login details of the Client used to gain access to the registered account with the Company

**6.16. Deposit(s):** The money or funds made available by the Client into the registered account with the Company

**6.17. Electronic Messaging:** Any form of electronic or digital communication used to exchange information between the Company and the Client

**6.18. Electronic Service(s):** The services, products, and facilities offered digitally by the Company through a designated routing service

**6.19. Electronic Signature:** The digital method provided for Clients to sign and confirm official documents, contracts, or other instruments as the context may require

**6.20. Electronic Trading Platform:** This term shall refer to the official trading platforms electronically or digitally made available by the Company to Clients to enable them to perform market transactions and facilitate trading activities

**6.21. Event of Default:** Referred to Section 25 of this Agreement

**6.22. Execution of Orders:** An additional policy of the Company on the execution of instructions, orders, and transactions as it relates to the contract between the Company and the Client

**6.23. Fund(s):** The Client's money or capital investment in his/her registered account

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6.24. **General Risk Disclosure:** A separate document and policy that discloses risks associated with financial transactions, trades, instruments, and activities in the Client's account

6.25. **Intellectual Property:** Collectively refers to the ownership of the Company

6.26. **Instruction(s):** The dealing instructions delivered by the Client through a formal written letter of request or through other designated communication modes in which the Company may exercise its unfettered discretion to accept and follow such instructions or reject them entirely

6.27. **Know Your Customer (the "KYC"):** A mandatory procedure and policy carried out by the Company to ascertain the identity and other additional details about the Client in order to assess the potential risks that may likely occur in the course of business

6.28. **Market:** A regulated or public platform where financial instruments or assets can be traded

6.29. **Order:** An instruction to execute a trade or transaction in line with the specific terms and conditions contained in the order thereof. By default, an order is considered good 'till canceled ("GTC")

6.30. **Party:** This term, for the purpose of this Agreement, shall refer to the Company and the Client, who may be collectively referred to as "Parties" or "Both Parties" as the context requires

6.31. **Personal Data:** Personal information of an individual, user, or Client regarding the identity of such personality

6.32. **Principal:** This refers to the controlling or responsible entity or individual for which an agent acts on its/his/her behalf to carry out instructions, orders, transactions, and other specific activities as directed

6.33. **Privacy Policy:** The Company's separate policy and procedure for obtaining personal information of users or Clients, the responsibility of the Company to protect the same in compliance with applicable laws and oversight

6.34. **Refund Procedure:** The Company's separate policy and procedure for reimbursing capital investments or funds deposited in the Client's registered account

6.35. **Services:** The (financial or investment) services we offer to the Client, which may include products and facilities

6.36. **Terms and Conditions of Services:** This shall refer to the terms and conditions set out in this document and additional documents referenced or incorporated into this Agreement. It shall also refer to the rules and procedures governing the relationship between the Company and the Client

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**6.37. Trading Account or Platform Account:** The Client's account is operated for the purpose of executing his/her trades and trading activities

**6.38. Transaction:** Unless the context provides otherwise, this term shall refer to all or any activity related to financial instruments or market assets and contracts. It shall further refer to conducting the activity/transactions including, but not limited to, funding and withdrawals made on the Client's account

**6.39. Withdraw(al):** This term, unless the context otherwise provides, shall mean the act of requesting the funds/money/profits taken out from the Client's account upon his instruction to his/her bank account or another receptacle designated for the purpose of withdrawing funds

## **VII. Platform Terms and Definitions**

These are terminologies, words, or phrases that may be used in trading.

**7.1. Annualize:** The mathematical conversion and conversion rate of a financial instrument into a yearly rate

**7.2. Ask Price:** The buying price of a financial instrument or asset. It is usually the lowest price available to the Client

**7.3. Averaging Up or Averaging Down:** When a holder of a financial asset or instrument purchases more of it as the price increases or decreases

**7.4. Balance:** The funds you have available and can withdraw from your registered account with the Company

**7.5. Base Currency:** The first or initial currency in a currency pair (i.e., the base currency in USD/GBP is the USD)

**7.6. Bid Price:** The selling price of a financial asset or instrument

**7.7. Bonus:** Additional money or funds included in a Client's balance or made available to facilitate a transaction. The Company uses these additional funds to reward or provide incentives for Clients

**7.8. Buy Limit:** The highest price for which a market instrument or asset may be purchased.

**7.9. Buy Stop:** An order to buy a market asset or instrument at a price above the current or displayed price

**7.10. Capital:** The initial or existing investment or fund

**7.11. Capital Gain:** When the price of an asset surges

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- 7.12. **Capital Loss:** When the price of an asset plunges
- 7.13. **Commission:** Payment charged by the Company or any legal entity to maintain the business operations
- 7.14. **Contrarian Investing:** The act of investing in a declining market and selling an asset in a bullish market
- 7.15. **Credit:** Credit herein is the additional funds provided by the Company or from any of its affiliated banks and financial institutions, which the Client shall offset eventually
- 7.16. **Currency:** The system of money used in a country
- 7.17. **Currency Pair(s):** The quotation of two different currencies or the exchange rate with the value of one currency being quoted by the other
- 7.18. **Day Trader and Day Trading:** Respectively, an investor who executes and closes trades of multiple financial assets or instruments within the same trading day
- 7.19. **Derivative(s):** A kind of investment spread across diverse markets including, but not limited to, indices, commodities, and stocks
- 7.20. **Exchange Rate Risk:** The potential risk associated with an asset or instrument that a Client may incur by investing his/her funds
- 7.21. **Equity:** The current capital value or investment of the Client in his/her account (calculated as Total Value of open positions +/- Floating Profit or Loss +/- Swaps + Balance)
- 7.22. **Financial Instrument(s):** Unless the context otherwise provides, this term shall refer to the derivatives, currencies, currency pairs, Crypto-currencies, equities, shares, stocks, commodities, metals, financial indices, options, futures, and any other trading tools relating to market assets offered by the Company or in the trading platforms
- 7.23. **Floating Loss:** The current and changing unofficial loss from holding a position
- 7.24. **Floating Profit:** The current and changing unofficial profit from holding a position
- 7.25. **Forecast:** A technical speculation or statistical analysis of market factors such as prices and instruments
- 7.26. **Free Margin:** Funds not used to guarantee open positions or trades on the account (calculated as Equity - Margin)
- 7.27. **Hedge or Hedging:** Executing positions in "Buy" and "Sell" of the same asset with identical volumes
- 7.28. **Index:** The Index is a financial instrument of underlying assets in the market to measure a group of stocks.

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7.29. **Initial Public Offering (“IPO”)**: The launching of a company’s shares on a public stock exchange for public trading

7.30. **Leverage**: Ratio of the amount in a transaction against the required deposit in the Client’s account

7.31. **Long Position**: A position that the Client can buy and which becomes beneficial as the market price rises

7.32. **Margin**: The minimum funds required to be deposited in order to guarantee open positions and cover risks

7.33. **Margin Call**: The request for the Client to deposit additional funds to cover the decline in the account funds or to increase the margin currently maintained in his/her account

7.34. **Margin Call Level**: The level required to maintain the open positions in the account

7.35. **Margin Level**: The ratio between the available funds of the Client and the margin

7.36. **Market Price Difference**: The difference in the value of the asking price/quote and the Client’s bid

7.37. **Opening Price and Closing Price**: The opening Price is the starting price of a market instrument or asset, while the Closing price is its final price in trading hours

7.38. **Open Position or Open Trade**: An active trade or position that has yet to be closed

7.39. **Pending Order**: An order or trade that has yet to be executed

7.40. **Pip(s)**: Percentage in Point or Price, the smallest numerical change in the value of a price quote (i.e., the fixed or variable last digit to the right of a decimal point)

7.41. **Position**: A binding commitment to complete a trade on the Client’s trading platform, whether ongoing or closed

7.42. **Rally**: A sharp increase in the price of a market asset or financial instrument

7.43. **Sell Limit**: An instruction to stop selling a market asset or financial instrument below a specified price. It can be sold at the sell limit price or above it

7.44. **Sell Stop**: An instruction to sell a market asset or financial instrument entered at a price below the current price

7.45. **Share(s)**: The rights/equity held by shareholders or investors in proportion to their investments in a company

7.46. **Short Position**: A technique with which the Client sells a market asset or financial instrument that becomes beneficial as the market price declines

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7.47. **Stock(s):** A financial instrument referring to the partial ownership of a company's assets and profits

7.48. **Stock Symbol:** The designated unique letters to a market asset or financial instrument.

7.49. **Stop Loss:** An instruction to close an open trade at a price less profitable by placing the limitation

7.50. **Stop-out:** The automatic closure of one or more positions due to a fall in the required margin level percentage

7.51. **Stop-out Level:** The specific point where open positions may close automatically due to the fall in margin level

7.52. **Swap(s):** This includes the interest or rollover funds added to or deducted from the Client's account due to trading active positions overnight

7.53. **Take Profit:** An instruction to close an open trade at a specific profit amount

7.54. **Volatility:** The rapid and unpredictable or unstable changes in the price of any asset or financial instrument

7.55. **Volume:** The number of shares or stocks traded during a transaction or a specified period

## **VIII. Services of the Company**

8.1. This Agreement covers all the services and activities we offer. Usage or access to services and engagement with activities not included in the scope of this Agreement might be an indication of unauthorized or unlawful use. If you intend to engage in activities that are not included herein, you must contact us directly for permission.

8.2. We offer different types of accounts that you can choose from based on your preferences and financial commitments. We shall keep the accounts open provided that:

- a) You bear the full responsibility of your choice to open the accounts held in your name with the Company and
- b) You acknowledge and undertake to perform the additional obligations, risks, and responsibilities attached to each level of the operating account.

8.3. The following are the procedures for a user to become our official Client:

- a) Successful registration and opening of an account with us on our official website
- b) An email is sent to you with an automatically generated password to access the account
- c) Linking the email provided to the registered account

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8.4. Any user who requires the use, access, or benefits of the services we offer must strictly follow the procedures outlined in such services and this Agreement. In the event of failure to abide by the proper procedures, we reserve the right to deny requests or transactions made by a third party who is not recognized as our Client or affiliate.

8.5. By agreeing to this Agreement, you acknowledge that the separate documents, procedures, rules, terms, and conditions of the Payment Service Providers (the “PSPs”) affiliated with us to administer payment methods are fully binding. You hereby ratify such separate documents, procedures, rules, terms, and conditions as they may apply to your funds.

8.6. You further acknowledge and ratify the legal documents, procedures, terms, and conditions of using the official trading platforms affiliated with us.

8.7. Our official trading platform is BankeFeX-Trader (the “Trading Platform”). We may also provide you with other official trading platforms such as Mobile Trader and Web Trader.

8.8. You will receive an email with your trading platform information, including the trading account number and password, after registering successfully with us. If you prefer to use another available trading platform, you acknowledge that the platform’s terms and conditions shall be binding upon your use of the platform.

8.9. We may periodically provide informative articles, newsletters, videos, and other educational materials for your reference and convenience. However, we are not obligated to provide you with these materials at any point in time.

8.10. You acknowledge that the trading and investment decisions made on your trading platform and account are your sole responsibility and choice. We may provide trading portfolios that would match your level of experience and objectives. Still, you are accountable for the decisions in investing or trading any instrument or assets we offer.

## **IX. Available Trading Accounts**

9.1. Except as otherwise stated, we hereby confer your personal, non-exclusive, and non-transferable authority subject to this Agreement.

9.2. You are at liberty to choose the most suitable account type available for you. The live accounts we offer can be used to perform your transactions and trading activities.

9.3. We offer Live Accounts with different currencies. However, where your local currency or functional currency is not available, you can still choose from the available currency options. The funds you deposit and withdraw will be converted automatically. You acknowledge that the conversion rates are computed systematically and subject to changes beyond our control.

9.4. A live account is considered a regular account (or the primary account type) by default and is subject to this Agreement herein. The live accounts we offer are Beginner, Basic, Silver, Gold, and VIP (hereinafter jointly and individually referred to as “Live Accounts”).

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9.5. We may keep some account types inaccessible to users due to factors such as jurisdictional issues. We reserve the right to modify, replace, or enhance certain feature types of accounts.

9.6. No clause in the Agreement shall be construed to mean that we are obligated to open an account on your behalf or any user. We reserve the right, without any explanation whatsoever, to accept, reject, or otherwise cancel any initial request for account opening.

9.7. You may require a change in the condition or feature of your account, but subject only to the approval of the Company. Your letter of request must be sent to our official email address.

9.8. In compliance with Section 13 of this Agreement, you warrant that if the account you hold has been inactive for a consistent period of ninety (90) days, we may charge you a maintenance fee in order to keep your account access.

9.9. You understand and agree that we have the exclusive authority to close any trading account with a balance below 100.00 USD, which is the minimum amount required for investment and the lowest amount for holding an account. You are solely responsible for managing and ensuring that his/her capital investment does not fall below the minimum balance.

9.10. Furthermore, you ensure that you will not accumulate interest from your trading account upon availing it regardless of its account type. We may restrict or suspend your access and use of your trading account should you accumulate interest from it.

## **X. Joint Accounts**

10.1. All live accounts are inherently considered individual accounts that only one Client is entitled to handle. Sharing an account with anonymous third parties is strictly prohibited. If you prefer to share or open an account with an authorized third party, the joint accounts (the "Joint Accounts") must be registered accordingly. The Clients involved as the signatories to the joint accounts must comply with additional appropriate procedures for verification purposes.

10.2. Each holder of a joint account is eligible to have complete access and authority to act on behalf of all the relevant Clients. All involved Clients will be bound by such actions of the joint account holder. The Clients thereof are also deemed as sole owners of the funds in the account and shall jointly have the authority to initiate deposits and request withdrawals. Each Client of the joint accounts must provide his/her proof of identification (the "POI") in compliance with our verification procedures.

10.3. You acknowledge that we will not be liable for any damage occasioned by the discrepancy, contradiction, or conflict of interests or instructions. The relevant Clients shall be jointly and severally liable on like terms.

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10.4. All the relevant Clients can close the joint accounts subject to compliance with the conditions of account termination in this Agreement. The termination of joint accounts does not absolve the relevant parties from completing their obligations under this contract.

10.5. The Client may request in writing to convert a joint account to an individual account, provided that all other Clients involved in the joint accounts agree in writing. The Clients or holders of the joint accounts shall continue to be liable for all obligations and responsibilities incidental to the joint accounts during such a period before the final conversion of the account.

10.6. If two Company Clients intend to transfer funds from the other's account, both parties must send a formal written letter of request to our official email address subject to our approval, provided that the involved parties' trading accounts are both verified.

## **XI. Islamic or Swap-free Accounts**

11.1. We offer Islamic Accounts or Swap-Free Accounts in observance of the Islamic religious principles that can neither receive nor pay interest. Islamic Account can only be granted upon due completion and submission of documents and compliance with other requirements subject to our approval. If you intend to convert your trading account into an Islamic account, you must comply with the necessary procedures, including providing additional documents to verify the account conversion request. We will remove the overnight interests or rollovers upon approval of the account conversion.

11.2. We have the exclusive right to reject account conversion requests if we find them non-compliant with the procedure or where there is a lack of documentation to show eligibility to such account type, platform, or Service.

11.3. You warrant that you are fully aware that the use of an Islamic account and services comes with certain restrictions, such as holding positions or trades for more than 5 business days.

11.4. You ensure proper use of the Islamic account upon your request in compliance with Islamic Law. Any use or practice of the account falling short of Islamic principles may lead to legal actions and service restrictions.

11.5. We reserve the right to either revoke your access to or use the Islamic account or revert the account from the Islamic type to a regular live account where we find that you misuse, abuse, or mishandle the account.

11.6. We are authorized to reimburse the non-accumulated swaps from executed positions before and after the account conversion (from regular live accounts to Islamic accounts and vice versa). We may also revoke all profits that you have acquired from the course of your trading. This includes closing or canceling any of or all your ongoing trades or pending orders.

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11.7. In the event of mismanaging an Islamic account and upon reverting the swaps and interests, we may increase the charge of interests until equivalent to the executed trades in your trading account. You are solely responsible for settling your outstanding dues for mishandling a swap-free account and accepting all liabilities you may incur upon misuse.

11.8. You acknowledge that obtaining or collecting the swaps or rollover fees from your trading account is strictly prohibited. Collecting rollover fees is considered a breach of this Agreement. You further acknowledge that you shall be bound by the terms of holding and operating an Islamic account upon your initial use.

## **XII. Access to Client Account and Platform**

12.1. The details for accessing your trading account and platform will be provided after successful registration; thereafter, you can perform your financial transactions and trading activities.

12.2. You must ensure that your access information, such as registered email, account number, username, and password, is secured. Do not disclose your access to any third party, and keep your account logged off from any device after use.

12.3. You are solely responsible for any performed activity in your account, either intentionally or unintentionally, carried out by you or a third party.

12.4. If you own more than one trading account with the Company, we shall deem that the transactions are performed separately by the Client.

## **XIII. Inactive and Dormant Accounts**

13.1. The Company has established conditions for inactive and dormant accounts to ensure that each trading account complies with this Agreement.

13.2. If the account holder fails to perform any of the following actions within a period of 90 consecutive days, the trading account will be classified as an Inactive Account:

- a) If the account does not open any trade
- b) If the account does not close any trade
- c) If the account does not make any deposit transactions
- d) If the account does not make any withdrawal transactions
- e) If the user does not log in to the trading account, whether client area or platform

13.3. If the account maintains its "Inactive Account" status for a duration exceeding 90 days, it will automatically be categorized as a Dormant Account.

13.4. The Company reserves the right to impose fees for inactivity, serving as maintenance fees to cover administrative costs associated with maintaining inactive accounts. These fees will be deducted from the account balance.

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13.5. Once an account transitions to the “Dormant Account” status, the Company may apply additional fees known as dormant fees. These fees are designed to compensate for the extended inactivity and associated management efforts. Dormant fees will be deducted directly from the account balance until it reaches zero (0).

13.6. The inactivity fees and dormant fees will be applied according to the fee structure outlined in the Company’s fee schedule, which is subject to periodic updates. The Company reserves the right to amend the conditions and fees associated with inactive and dormant account

13.7. Account holders can reactivate their inactive or dormant accounts by performing any of the specified actions mentioned in 13.1. within the stipulated time frame. Once reactivated, the associated fees may be subject to adjustment based on the updated account status.

13.8. By using the trading services provided by the Company, account holders implicitly agree to abide by these terms and conditions regarding inactive and dormant accounts. Failure to comply may result in the application of fees and other consequences as outlined herein.

#### **XIV. Third-party Access**

14.1. You affirm that you have a complete understanding of the inherent risks involved in granting access and authority to a third party to operate or manage your trading account. You are accountable for any damage or loss from authorizing third-party access. You ensure that you are acquainted with all the activities performed by the relevant third party. While third-party access may be permitted, you agree that we are not obligated to provide counsel or recommendations.

14.2. Third-party access and authorization to the Client’s account must be requested in writing, subject to our approval. You must safeguard your account information from any unauthorized third-party access or use. If you presume or suspect that there has been unauthorized or inappropriate use or access to your trading account with the Company, such an incident must be reported immediately. You are solely responsible for the losses or damages you may incur upon the misuse of the third party with your account.

14.3. If you intend to grant trading authority and control over your account to a third party, you understand and agree that there would be additional terms and conditions that you and the relevant third party must fulfill. You can allow a third party to manage your trading account at your own risk, provided that your submitted formal request in writing was approved by us and a further written agreement was granted. Neither the Company nor any of our affiliates are responsible for overseeing your choice of such a third party or for making any recommendations with respect thereto. We will not be liable for any loss or damage you may incur for granting authority or control to any third party. Moreover, we reserve the right to reject and dismiss your appointed third party and any transactions performed by him/her at any time without prior notice.

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14.4. You agree to comply with the condition regarding the account authorization to first-degree relatives. Notwithstanding compliance with the procedures above, we retain the right to reject or terminate any third-party authorization request.

14.5. You affirm that you are aware of all trading activities and operations carried out by the authorized third party in your trading account. You ensure that the authorized third party understands and consents ultimately to this Agreement and can manage the trading account effectively. You are liable for the damage or loss you may incur on granting access and authorization to any third party.

14.6. We have the discretion to accept, reject, restrict, and terminate the use and continuous access of the authorized third party to the trading account. Furthermore, we reserve the right to reject any transaction carried out by a third party on behalf of a Client.

## **XV. Market Information**

15.1. We may, but are not obligated to, provide you with trading materials, such as market information and signals, fundamental analysis, technical analysis and data, news articles and reports, statistical analysis, education videos, electronic books (collectively referred to as the "Trading Materials"). We may also, without the obligation, provide you with recommendations, analyses, and other assistance in trading.

15.2. However, you acknowledge that these trading materials, recommendations, and trading assistance do not, in any way, qualify as legal, tax, or investment advice. We cannot and do not guarantee any express or implied statement regarding profits or income. You are exclusively responsible for your interpretation, application, and implementation of any recommendations and materials we provide you.

15.3. You understand and agree that the use of trading materials and market information we provide are for reference only. Therefore, unauthorized redistribution or disclosure of information emanating from the Company is strictly prohibited. You represent that you are knowledgeable of all relevant laws restricting the use or otherwise of the trading materials and market information we provide.

15.4. No statement herein should be construed as a solicitation to buy or sell any security or other financial instruments through our exchange facilities. The only parties who are allowed to provide financial services and offer to buy or sell securities to US residents are those 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, including those jurisdictions where the securities are registered, except when an exemption from registration is available for the broker, dealer, or investment adviser, including the particular involved type of transaction or product.

15.5. The Company cannot and does not guarantee the accuracy of trading materials and market information recommended or provided to you. We are not obligated to continue, stop, modify, update, or otherwise alter the provision of and the contents of these materials and information.

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## **XVI. Platform Conditions**

16.1. Subject to this Agreement herein, we grant you a non-exclusive, non-transferable, and limited authorization to access and use the trading platform we have made available for trading activities in the financial market. You warrant that such authorization is conditional upon being an official Client of the Company. We shall not be liable for any error in the trading platform occasioned by situations beyond our control.

16.2. You may be obligated to conform to additional restrictions of use and access to the trading platform. You acknowledge that if you fail to observe such additional restrictions, your access and use of the services may be confined, suspended, or terminated.

16.3. You shall access and use the trading platform only for its sole purpose. We reserve the right to restrict, suspend, or terminate your access and use without prior notice should you misuse it or violate the terms and conditions of the platform or this Agreement.

16.4. All available materials, information, and login credentials for the trading platform will be provided to you via email upon your successful registration with the Company.

16.5. Our authority and rights are not extinguished by reason of the underperformance of the trading platform. You warrant that delays, failure of execution, and other trading activities are beyond our control.

16.6. We cannot and do not guarantee that the trading platform will operate perfectly continuously. We are not liable for the delay or failure in the performance of any transaction. We are not responsible for any damages or losses that may occur due to technical malfunctions such as power interruption, software installation issues, security breaches, viruses, or slow internet connection that may cause loss of data, commercial damages, and trading interruption.

16.7. Modifications, revisions, and adjustments may be applied to this Agreement with respect to the trading platform, which shall take immediate effect. These modifications are also applied to the market and platform conditions such as leverage, spread, contract size, and other trading provisions. Your continued use of our Services shall indicate your acceptance of such changes. The changes may be applied without prior notice nor the obligation to explain or justify such amendments.

16.8. The trading platform and its contents collectively constitute our intellectual property. You warrant that you will not alter, duplicate, copy, resell, or redistribute the trading platform or anything appurtenant thereto for your benefit or interest. We reserve the right to take appropriate legal actions in the event of such intellectual property breach.

16.9. You acknowledge and agree that we prohibit Clients from engaging in certain trading activities such as scalping, the use of expert advisors, arbitrage, and other software that conducts manipulation or falsification in the trading platform. We have the right to terminate, remove, or invalidate your trading account and the profit you accumulated if it engages in any of the prohibited activities.

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## **XVII. Execution of Market Orders**

17.1. Our offered financial instruments may not be suitable for all investors and traders, and as such, you shall be solely responsible for determining the suitability of each financial instrument for your trading activities. These financial instruments include currencies, crypto-currencies, stocks, shares, equities, commodities, indices, futures, and derivatives.

17.2. You must ensure that your knowledge, experience, objection, and intention are appropriate for the services we provide, including the aptness of the financial instruments you use when investing. Market advice and a financial portfolio may be offered without providing complete guidance, and it is your duty to ensure that you sufficiently understand the materials we provide. Acceptance and implementation of any market information or financial portfolio shall imply that you have carefully assessed and evaluated such materials.

17.3. By means of initiating an order or trade, you conform to the concept of price slippage or market gapping in the financial instruments that may result in market price fluctuation. Therefore, we are not responsible for the outcome of volatility to your advantage, disadvantage, or otherwise.

17.4. You understand and agree that all market transactions involve at least two parties (the "Counterparties"); the Company is your counterparty for each order or trade. You acknowledge that all trades and orders are non-transferable and non-delegable to a different trading account, other Clients, or another company.

17.5. We are neither responsible nor obligated to advise you on the merits or aptness of any trade or contract entered in line with this Agreement herein. We are not responsible for monitoring your investments or for informing you about the status of your account and its positions or trades. You understand and agree that the execution of any order does not in any way indicate that we have approved or recommended that trade or order.

17.6. We can only accept orders and trades of existing financial instruments with valid specifications. We reserve the right to alter the price quote of any order if it deems necessary, effective immediately.

17.7. The price quotes and maximum leverage you are offered may vary according to your account condition or proficiency and may differ from what is offered to other Clients, which we may change or cancel at any time without the obligation to provide an explanation. We have the exclusive right to immediately change, cancel, or refuse to deal with any price quote or spreads or to cease the provision of the price quotes of any financial instrument at any time without prior notice.

17.8. If you enter or execute an order or trade, it is deemed that you fully understand the General Risk Disclosure and the requirements associated with the order or trade. You are at liberty to execute any available financial instrument or asset provided that such execution does not breach this Agreement, the General Risk Disclosure, and other agreements. If you decide to send your instruction order request via email, such request shall be subject to our approval, and if you decide to send it through a different medium

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other than the trading platform, you must confirm such a decision in writing subject to our approval.

17.9. You understand and agree that the price quote of a financial instrument or asset may be different from the initial price, including the price when the trade or order was entered, which may be due to factors such as the volatility of market conditions during the order execution. You further understand the positive and negative effects of volatile market factors, including prices, on your investment.

17.10. We may, at our absolute discretion, refuse or repudiate any order or price quotation request from any Client where such a financial instrument is restricted from execution or on other grounds as it deems fit. We may also impose restrictions on or reject/cancel the volume and number of orders executed daily.

17.11. You ensure that every detail and specification of your trade or order is always accurate and complete. By operating the trading platform, you guarantee that you are knowledgeable of the risk incidental to the overall status of your trading account. You are solely responsible for any outcome caused by inaccurate or incomplete information in your trade or order, whether unintentionally, negligently, or fraudulently. We are not obliged to provide any advice or recommendation in the event of omission herein.

17.12. You are duty-bound to comply with the requirements and obligations arising therefrom and upon your submission of the order or trade. You are responsible for completing and implementing the position, regardless of your chosen method of submission or execution of the trade or order.

17.13. You agree that you are knowledgeable of the market forces and occurrences in the financial market beyond our control, such as, without limitation, market volatility, data latency, and online operational speed. In the event of these uncontrollable market situations, we may but are not obliged to provide you with a resolution in compliance with this Agreement.

17.14. You ensure proper account management and monitoring of your executed and ongoing trades. We reserve the right to restrict or prohibit the execution of specific financial instruments or assets where they exceed maximum risk levels, limit liquidity, or otherwise as we deem fit. You acknowledge that pending orders and trades are executed automatically and sequentially. In the event of a conflict regarding execution, you may inform the Company by email or other available means of communication.

17.15. We may, in our absolute discretion, restrict, prohibit, withhold, or close a trade or order on grounds, without limitation, of fluctuating market forces and insufficient funds in the trading account of the Client.

17.16. Trades and orders can be closed manually in the trading platform, which may result in overnight trades that incur rollover fees. In relation to the General Risk Disclosure, you understand and accept the risks associated with financial investments that may lead to a capital deficit or loss. You acknowledge that failure to close a trade or order before its expiration may close it automatically despite the floating profit or loss.

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17.17. Any order, trade, or position may be immune from automatic closure if your trading account is considered stable and meets the required standard of quality, wherein you may transfer to another liquidity provider subject to this Agreement. You acknowledge that when a financial asset or contract expires before it has been closed, it may result in automatic closure.

17.18. If you have a contract or shares reservation that has yet to be implemented or successfully executed, its equivalent percentage will be deducted from your trading account depending on the leverage of the asset, which may range from 1% to 5%. We reserve the right to act in your overall interest and benefit by closing an ongoing trade in split lots in order to mitigate any floating loss.

17.19. Scalped trades will be canceled unless they are reserved accordingly with the relevant provider. Any profit from such trade may be considered void and null.

## **XVIII. Client Information**

18.1. You ensure that all necessary information and documentation are made available immediately before you undergo account verification in compliance with the Know Your Customer Procedure for authentication. All tendered information during the registration process must be correct, accurate, and complete.

18.2. You accept and agree to comply with the additional documentation requirements that the Company will request. The additional requirements may depend on your country's jurisdiction as part of verifying your identity and may also depend on your used payment method in line with the KYC Procedure. Additional requirements may include documents for proof of identity, proof of residence, and banking details.

18.3. During the registration process, you are required to provide additional personal details such as your complete name, birth date, full address, occupation, financial capabilities, and contact details, including phone number and email address. These details will be used to create your trading account and assign an account number to you.

18.4. Whether the Client registers on our official website or carries out any financial transaction on the trading account, we are entitled to obtain personal information about the Client to be used by our affiliated banks and PSPs. You are obliged to provide documents evidencing your identity and residence. All information you provide must be correct and accurate. You are accountable for any loss or damage incurred due to inaccurate or incomplete information.

18.5. We have the exclusive right to reject or invalidate the registration or existing account of a Client where information provided is proved to be false or incomplete. Any changes to your personal information must be immediately indicated so we can keep accurate and updated records.

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18.6. Additionally, we have the right to reject any submitted documents and information if they are an invalid, incomplete, outdated, or incorrect type of data we require. In that case, you agree to rectify the situation by providing the correct document or information to avoid account or transaction issues.

18.7. In the event that you lose access to your registered email address, you must notify the Company directly by email before submitting a complaint, a request for termination of this Agreement, or any claim.

## **XIX. Data Records**

19.1. You acknowledge that we are authorized to store information from the documents you submit to the Company. Additionally, we have the right to record every communication, such as phone calls, emails, customer-support live chat, and other correspondence exchanged between both parties, which will be strictly used for quality assurance and business purposes only.

19.2. Every financial transaction undertaken by the Client may also be recorded and stored by the Company, the details of which may be obtained by affiliated banks and relevant PSPs.

19.3. The communication records and information exchanged between the Client and the Company become our property and shall be kept indefinitely in compliance with our Privacy Policy. Similarly, the information and documentation are highly regarded as confidential, and as such, we employ necessary measures to ensure the information derived is secured, and access to it can be restricted, notwithstanding whether the Client's account remains active or dormant.

19.4. You affirm that records and documents exchanged may be used as evidence under relevant laws as proof of communications between both parties. We may, in fulfillment of our Privacy Policy, disclose the records of communication for lawful purposes or to use as evidence in court or where required by a government agency.

19.5. We are not obliged to disclose any communication records or data we obtain, including internal records related to our business, and therefore have the right to reject requests for such information.

19.6. We have the right but are not obliged to disclose any collected records to our affiliates, such as banks, credit institutions, and service providers, for business purposes only. Such records may include but are not limited to KYC documents, information, and transactions.

19.7. The Client does not have the right to record telephone conversations without informing the Company's employees. The Client does not have a right to publicly disclose any internal company documentation, internal correspondence, or personal correspondence that may result in damage to the reputation of the Company. Violation of confidentiality within the Company's business transactions will result in payable fines.

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## **XX. Electronic Signature**

20.1. You acknowledge and agree to the use of electronic signatures regarding electronic transactions and documents. You affirm that your electronic signature is a legal equivalent of your manual signature on this term.

20.2. Electronic documents, forms, instructions, and communications can be received through email. If your email is temporarily or permanently unavailable or inaccessible, or if your registered email has changed, you must contact us immediately to avoid further complications regarding the receiving of any electronic document.

## **XXI. Financial Transactions: Funding**

21.1. We have indicated the list of applicable funding methods available for transactions on our official website. The payment methods are offered and made available to Clients for depositing funds to use for conducting trading activities with the Company. The use of our payment methods for other purposes is strictly prohibited.

21.2. If specific payment options are unavailable or inaccessible, we will provide alternative payment methods appropriate for the transaction. We reserve the right to accept or reject any foreign deposits.

21.3. The PSPs are responsible for imposing daily, weekly, and monthly limits on transactions you perform in your account. These limits may be changed at intervals. We may notify you of any alteration or adjustment to existing transaction limits made by the PSPs. You ensure to comply with the stipulated limits provided as it aims to prevent incidences of fraud on the part of the Company and the PSPs.

21.4. You agree to comply with all the operating conditions of your trading account, including the precautionary measures we take. You are solely responsible for every transaction performed in your account. All the deposits and withdrawals transacted through us are verified and recorded.

21.5. You confirm that you initiated all the financial transactions performed in your account, and you are aware of all activities carried out on your account.

21.6. The conversion of currency changes constantly. Since it is computed systematically, you agree that we are not liable for any variation that may occur when the system conversion does not tally with your computation.

21.7. All financial records related to your account are part of our intellectual property and are kept confidential but, where necessary, may be disclosed. We are not mandated to accept any request from the Client seeking to obtain his/her financial transaction records.

21.8. We coordinate with different banks, credit institutions, and financial providers that ultimately allow us to deliver our services. Accordingly, we have the right to disclose to our affiliates any relevant client data relating to our services.

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21.9. You certify that the funds you use in transacting are obtained by lawful means, and if we suspect or prove otherwise, we may file a lawsuit against you. Subsequent to the above, all interest accumulated in your account may be restricted, suspended, or terminated.

21.10. We may process and authenticate each financial transaction you make in a day. However, due to reasons beyond our control, your deposited funds may take 1 to 5 business days before reflecting in your trading account.

21.11. We reserve the right to cancel or reject any financial transaction you perform if such transaction breaches this Agreement. We are not obligated to comply with any instruction nor complete any transaction where completing such procedure violates this Agreement or is non-compliant.

21.12. If a third party intends to transact on behalf of the Client, the relevant third party must provide a Power of Attorney (the "POA") and one valid ID for further verification included in a written letter of request sent to our official email address. We have the exclusive right to reject any third-party transactions without providing an explanation. Moreover, you bear all liability that may arise from any unverified financial transaction in your account.

21.13. You are liable for settling fees and other costs that may be charged by banks or other third-party payment providers for processing your transactions. You agree to pay these additional charges as soon as they are incurred.

21.14. You are obliged to provide the necessary documents containing your financial information for us to authenticate relevant transactions. The speed of the PSPs may differ, wherein credit card transactions may reflect in your trading account instantly, while bank transfers are often processed longer as a result of additional security measures.

21.15. The Company and the Clients must comply with the terms and conditions provided by the PSPs and banks. In line with such terms, you shall receive your withdrawn fund in the same manner it was deposited.

21.16. You understand and agree that you may only deposit funds in the form of real money and not in the form of other goods.

## **XXII. Financial Transactions: Withdrawal**

22.1. You may withdraw your money through the available methods specified on our official website upon compliance with this Agreement. You acknowledge that you must verify your account and comply with the stipulated guidelines for withdrawal requests before you can proceed to withdraw. Your account must be verified first to prevent occurrences of fraud or unauthorized transactions in your account. The amount that you withdraw must not be less than the stipulated minimum and must not be more than the funds in your trading account. You agree that we may require additional information and documentation relating to your bank account to complete our verification process.

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22.2. In compliance with the relevant payment service conditions, you shall receive your withdrawn funds in the same manner they were deposited. Conversely, if you prefer to use a different withdrawal method, you must request it in writing, subject to our approval.

22.3. You must ensure that you do not have any pending or ongoing trades in your account before making a withdrawal request, which may decline if you do otherwise. You must also ensure that you have a sufficient balance that is not lower than the amount of your withdrawal request.

22.4. During the period of completing shares reservation, the generated profits can be withdrawn, provided that the Client has positive statistics and that the current account balance exceeds the required balance for the reserved quota, as long as all the withdrawal requirements are met.

22.5. Once your withdrawal request has been approved, you acknowledge that its equivalent percentage will be deducted from your credit funds.

22.6. The minimum amount permitted to be processed through an international wire transfer is 50.00 USD. Any withdrawal request below the said amount will be transacted through a different available method the Company will provide.

22.7. While every withdrawal request usually requires 1 to 7 business days to process, the period within which the amount may reflect on your account relies on the appropriate payment method.

22.8. We have the right to cancel or pause the process of any withdrawal request if any of the following occurs:

- a) The Client is suspected or proven to be involved in fraudulent activities, including prohibited trading operations
- b) The trading account's margin is insufficient
- c) There are unfulfilled obligations towards the Company
- d) The Client does not provide the required documents or information within 2 months, such as but not limited to bank information
- e) The Client cannot be reached via official communication forms, such as emails and phone calls, for more than 2 months
- f) The trading account has (an) ongoing trade(s)
- g) A chargeback procedure was initiated

22.9. If you do not receive the correct withdrawal amount, you agree to contact the Company immediately regarding the situation, and our representatives will assist you accordingly. You acknowledge that false claims in this matter can be regarded as fraudulent activity, which may result in legal consequences.

22.10. You accept that you are not allowed to file for a chargeback once you have used any of our products or services, such as the trading platform, client area, news, and signals, including if you have already executed a trade on your account. We reserve the right to block or suspend any trading account following a filed chargeback.

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22.11. You further agree that the Company shall not be liable for any negligence or insolvency made by the third-party banks or financial institutions that hold your funds.

### **XXIII. Commissions and Fees**

23.1. You agree to pay all the imposed fees, including the Bid and Ask price and rollover fees in your trading account, wherein additional and separate fees may arise upon your continued use of our services and facilities. Imposed fees and charges can be displayed on our official website, and you are solely responsible for determining such fees.

23.2. You are obliged to settle additional fees as may be charged by banks and PSPs. These additional fees may be in the form of VAT, rebates, profit, share, and other tax duties.

23.3. We have the right of discretion to alter the imposed fees if deemed necessary, and you consent that your continued access and use of our services affirm your acceptance of such alterations. Such fees include swaps, rollovers, commissions, and spreads that can be changed from time to time without notice, resulting from unstable market conditions.

23.4. You agree to settle fees that may occasionally be applied, such as rollover fees, service fees, and trading commissions, including charged fees to trading accounts that do not qualify our statistical requirements. There may also be an annual interest rate of 4%, with additional daily interests determined based on your trading account.

23.5. You acknowledge and accept that we may charge your account-specific fees if it does not meet our statistical requirements.

23.6. Payment for the additional fees may have respective due dates of settlement, and you must ensure that your payment is made before the due date. Otherwise, we may terminate your account or institute legal action against you.

23.7. A written notification must be sent to us when the Client intends to terminate his/her services with us. You must ensure that you do not have an unfulfilled obligation towards the Company.

### **XXIV. Termination of the Agreement**

24.1. Termination requests must be sent from the Client's registered email. The Company has the right to reject the submitted termination request if the Client did not use his/her registered identification data. Non-disclosure of accurate information, including the up-to-date email address, can be regarded as data falsification.

24.2. Each party may terminate this Agreement provided that the termination or suspension shall be without prejudice to any rights that have accrued or any ongoing obligation to either party before termination or suspension. Where a party intends to terminate or suspend this term, he/she must send a notice by email, at least 14 days prior to the proposed date of termination or suspension, to the other party or as otherwise

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agreed. Furthermore, both parties acknowledge that termination of this Agreement will not relieve either party from the applicable obligations.

24.3. All sums due shall become immediately payable in full upon termination of this Agreement, including the required funds to close ongoing transactions and other charges that you may incur in relation to or arising from the termination of this Agreement.

24.4. We retain the right to convert the Client's funds to settle his/her unfulfilled obligations upon termination of services, wherein we may also consolidate and set off the Client's balances.

24.5. You acknowledge and agree that terminating this Agreement also terminates all ongoing trades and orders. You consent that once this Agreement has been terminated, you may be denied further use of our website and your trading account with BankeFeX.com.

24.6. We reserve the right to convert your funds to settle your unfulfilled obligations in the event of non-compliance upon the termination of this Agreement. We may also consolidate and cancel your profits if you do not comply accordingly with your obligations in this Agreement.

24.7. The Client retains responsibility for any obligations that he/she assumed prior to termination, whether terminated by the Company or the Client. Termination of this Agreement does not relieve either party from performing the relevant obligations.

24.8. We have the exclusive right to implement termination procedures if your trading account is deemed inactive for a month or if you are unreachable in all forms of communication. We may also implement these termination procedures if your requested withdrawal amount is equal to the total balance of your account. Termination procedures include separate fees for inactivity and cancellation in case of unsettled obligations. In line with this, profits acquired from the credit funds or bonus funds can be canceled, where we will also deduct the bonus funds or credit funds from the total equity of your trading account.

## **XXV. Event of Default**

25.1. An event of default can be declared by the Company if the Client is involved in any unlawful or prohibited activity or has failed to fulfill the obligations under this Agreement.

25.2. An event of default may also occur in cases of incapacitation, absence, or death of the Client. In case of such contingencies, the successor of the Client's trading account shall be his/her first-degree relative.

25.3. We may also declare an event of default in case of force majeure with occurrences beyond the control of either party, preventing the relevant party from complying with its obligations. Force majeure events include national or international warfare, terrorism, labor disputes, lockouts, and civil disorder.

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25.4. The event of defaults further comprises the acts of God, such as earthquakes, tsunamis, typhoons, fires, epidemics, and other natural disasters.

25.5. Certain events, such as but not limited to electronic glitches unwilfully caused by the Company, market interruptions, and jurisdiction or regulatory sanctions, may also call for an event of default.

25.6. We are entitled to terminate this Agreement effective immediately in cases of the above paragraphs, wherein the Client will lose every right and access to the services and platforms of the Company.

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Endless Possibilities.