



# Terms of Service

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**IMPORTANT:** By registering, or accessing or using any of Services (each as defined below), you acknowledge that you have read, understand, and completely agree to these Terms of Service, as updated and amended from time to time. If you do not agree to be bound by these Terms of Service or with any subsequent amendments, changes or updates, you may not access or use any of the Services, and if you do access or use any of the Services, you will be bound by these Terms of Service, as updated and amended from time to time; your only recourse in the case of your unwillingness to be bound by these Terms of Service is to stop using all of the Services. These Terms of Service were last updated May 15, 2023.

Only eligible persons are permitted to access or use the Services. Any Person that is not eligible that utilizes the Services or that accesses the Site will be in breach of these Terms of Service and may have any Fiat, Digital Tokens, funds, proceeds or other property, confiscated (all as defined below).

## 1. Introduction

- a. This document constitutes a legally binding agreement between XBTFX LLC, a limited liability company duly registered under The International Limited Liabilities Companies Act, 2007 No. 20 of 2007 of Antigua and Barbuda, with registration number ILLC001 ( hereinafter referred to as "XBTFX", "us", "we", or the "Company" ), including its successors and assigns, and the individual or entity (hereinafter referred to as the "Customer", "user", "client", or "you") consenting to this agreement. This agreement, in conjunction with our Risk Disclosure Statement, AML Policy, and Privacy Statement, delineates the terms under which XBTFX will conduct business with the Customer. The rights and obligations of each party in relation to our services are defined herein, and both parties will be legally bound by these terms.
- b. This agreement pertains to the establishment of an account with XBTFX for the purpose of engaging in the speculation, purchase, and/or sale of Contracts for Differences (hereinafter referred to as "CFDs") CFDs of FOREX, commodities, metals, indices, shares, and cryptocurrencies, among others. Furthermore, you acknowledge the receipt of other services and products as XBTFX, at its sole discretion, may decide to offer in the future. You acknowledge having been advised and understand the inherent risks associated with trading in the over-the-counter market ("OTC"), as detailed in the Risk Disclosure Statement provided to you. The Company engages in contracts for differences ("CFD") transactions in the OTC market.
- c. In consideration of XBTFX's commitment to provide services associated with the purchase of CFD products and other services or products as XBTFX may determine to offer in the future, which may be purchased or sold by or through XBTFX for the Customer's account(s), the Customer agrees that the terms outlined in this agreement will govern the relationship between XBTFX and the Customer.



- d. Our Services are inherently complex, involving high levels of risk and are best suited for users who possess the requisite knowledge and experience to handle them. XBTFX is not obliged to assess the suitability of the Services for users, and any remarks or statements made by XBTFX or its Associates regarding the Services' suitability should not be construed as investment or legal advice and should not be relied upon as such.
- e. XBTFX reserves the right to amend, modify, or update these Terms of Service at any time and without prior notification. We encourage you to frequently review the Site to ensure your understanding of these Terms remains current and accurate.
- f. Your continued access or use of the Services following any amendments or updates signifies your acceptance of these Terms of Service, as altered by such modifications.
- g. Access to or use of the Site and its Services is prohibited where such use or access is in violation of, or subject to penalties under applicable laws. Such access or use shall not form the basis for the assertion or recognition of any interest, right, remedy, power, or privilege.

## 2. Becoming a Client

- a. By establishing a user ID through [my.xbtfx.io](https://my.xbtfx.io) or any mobile application provided by the Company, you consent to the terms of service set forth in this Agreement.
- b. Upon becoming a Client, you hereby acknowledge, agree, and guarantee as follows:
  - i. You have willingly accepted the Terms and Conditions.
  - ii. You are of legal age to enter into this Agreement (18 years or older), fulfill all other eligibility and residency prerequisites, possess full legal competency to use the Website and form an agreement with the Company, and in doing so, you do not infringe any other agreement to which you are a signatory.
  - iii. You are the legitimate owner of the funds you deposit into your Client Account with the Company, and these funds are derived from a lawful and legal source.
  - iv. Utilizing the Services does not infringe the laws of your jurisdiction of residence.
  - v. You acknowledge and accept the inherent risks involved in using the services provided by the Company, including but not limited to potential complete loss of funds due to market fluctuations, technical failures of the site, disruptions in quotation supplies, acts of God, or other unforeseen issues.

- vi. You commit to refraining from engaging in or instigating any form of market abuse or manipulation, as outlined within this agreement . If such violations are identified, your account may be blocked.
- vii. You will furnish accurate, authentic, and current information & documents to complete the required Know Your Customer (KYC) procedure
- viii. Any account number or cryptocurrency address you provide for withdrawals is under your ownership and control.
- ix. You certify that you are not based in, incorporated, or established in, nor are you a citizen or resident of any jurisdiction where accessing or using the Services would be illegal or would require the Company to comply with local registration or licensing requirements. If we ascertain that you have provided false information regarding your location, citizenship, or residence, or that you are accessing the Services from a restricted jurisdiction, we reserve the right to close your accounts immediately and liquidate any open positions.
- x. You assert that you do not have any other active accounts with the Company that haven't been officially terminated.
- xi. You acknowledge that The Company retains the right to verify your identity for compliance with any KYC/AML requirements.
- xii. You acknowledge when requested, you are required to provide sufficient information and documentation as reasonably requested by XBTFX to verify the source of your funds. This may include, but is not limited to, proof of employment, proof of inheritance, bank statements, or financial statements.
- xiii. You acknowledge we reserve the right to decline any deposit or withdrawal request, particularly if we suspect that it could result in a violation of any legal or regulatory obligation. This authority extends to situations where we find the provided documentation to be inadequate or unconvincing. In such circumstances, we reserve the right to nullify, partially or entirely, the transaction while deducting any transfer fees, charges, or other expenses we incur. Please note that there might be instances where, due to regulatory or other restrictions, we might not be able to provide a detailed explanation regarding our inability to proceed with your request.
- xiv. You acknowledge the Company reserves the right to impose trading and withdrawal limits prior to requiring Customer Due Diligence.
- xv. You confirm that your use of our Services and the conduct of your transactions complies with all applicable laws and regulations, including

anti-money laundering (AML) and countering the financing of terrorism (CFT) laws.

### 3. Services of the Company

- a. XBTFX provides Clients access to trade Contracts for Difference ("CFDs") of , but not limited to, forex, cryptocurrencies, metals, indices and shares, on a Trading Platform. All Transactions will be executed as per this Agreement, purely on an execution-only basis, with the Company not overseeing the account or providing advice to the Client. The Company has the authority to undertake Transactions as requested by the Client in accordance with this Agreement, even if the Transaction may not be in the Client's best interest. The Company has no obligation, unless otherwise stipulated in this Agreement or other documentation on the Website, to supervise or provide advice to the Client regarding the status of any Transaction, to issue margin calls, or to close any of the Client's open positions.
- b. XBTFX acts as a facilitator of trade activities/orders and/or transactions for the client. The client acknowledges and accepts that XBTFX will not provide trust services or trading consultation or advisory services at any time.
- c. XBTFX assumes no financial liability for any operations conducted by the client through their account or on the trading platform.
- d. Each client is the exclusive authorized user of XBTFX's services and their respective account. The client has an exclusive, non-transferable right to access and use the account. The client is responsible for ensuring that no third party, including but not limited to immediate family members, accesses or trades through their account.
- e. The client is responsible for all orders placed through their trading platform. Any orders received by XBTFX in this manner are assumed to have been placed by the client. XBTFX is under no obligation to investigate the source of orders further. XBTFX does not bear liability nor has any legal relationship with any third party other than the client.
- f. If a client acts on behalf of a third party, XBTFX does not recognize this third party as a client and bears no liability towards them, regardless of whether their identity was disclosed or not.
- g. XBTFX does not provide investment, financial, tax, or regulatory advice, nor any form of recommendation. The client understands that they are responsible for their own assessment of any transaction before entering into a trade, and they should not rely on any opinion, material or analysis provided by XBTFX.

- h. XBTFX does not provide investment research. Any material containing market analysis is to be considered marketing communication and should not be construed as advice, recommendation, or research.
- i. Clients understand that leveraged CFD products are derivatives, and as such, do not confer ownership of any underlying instrument. Clients further understand that no physical delivery of any underlying asset will occur.
- j. Client agrees that XBTFX is the sole execution venue for all their transactions, orders, and other trading activity under this agreement. While XBTFX may transmit clients' orders for execution to third-party liquidity providers, contractually, XBTFX remains the sole counterparty to the client's transactions.

## 4. Important Notices

- a. Over-the-Counter (OTC) CFD trading, as facilitated by XBTFX, refers to a form of transaction that does not occur on a regulated exchange. The nature of such trading inherently excludes guarantees in terms of the creditworthiness of the counterparty involved in your Contracts for Difference ("CFD") of Forex, crypto, commodities, Indices, or shares positions. Furthermore, in certain circumstances, the liquidity of trading may diminish, leading to a cessation in the trading of CFDs of Forex, crypto, metals, futures, or shares. This could potentially inhibit the liquidation of an adverse position and could consequently lead to significant financial losses.
- b. XBTFX does not engage in providing investment advice. Any market recommendations, signals, or information supplied by or distributed through XBTFX are broadly applicable and solely predicated on the discretion of XBTFX personnel or third-party information providers. These market recommendations may not necessarily align with the market positions or intentions of XBTFX, its marketing affiliates, or its employees.
- c. The market recommendations and information disseminated by XBTFX are predicated on information that is considered reliable. However, XBTFX cannot guarantee its accuracy or completeness, nor does it purport that adhering to these recommendations will mitigate the inherent risks involved in trading CFDs of Forex, crypto, metals, futures, or shares.
- d. Any market recommendations or information provided by XBTFX do not constitute an offer to buy or sell, nor do they act as a solicitation of an offer to buy or sell, any OTC CFD transaction. By engaging with XBTFX, the client acknowledges and agrees to their capacity to evaluate the merits and risks associated with any trade they may initiate with XBTFX. The client also accepts full responsibility for any such decisions.

- e. The Client acknowledges that XBTFX expressly forbids its client representatives from exercising discretion or managing an account. Should any trading activity occur without the explicit consent of the Client, it is the Client's responsibility to alert XBTFX forthwith.
- f. XBTFX's margin policies, along with those of any partnering Liquidity Providers, banks or clearing houses effectuating trades, may necessitate the provision of additional funds to appropriately margin the Client's account. The Client is required to promptly fulfill such margin requirements. Non-compliance with margin calls may precipitate the closure of any open positions, potentially resulting in losses. XBTFX retains the right to decline any order.
- g. The Client is aware that they must meticulously review all trade-related reports made available in the platform by XBTFX. Unless the Client raises an objection within two business days of posting, all execution reports and account statements will be considered final. Objections can be initiated via email and must subsequently be confirmed in writing.
- h. The Client understands that XBTFX may set rules and conditions for client accounts, encompassing but not limited to, minimum account size, investment duration, commissions and fees, leverage size per instrument, mark-ups, protocols related to stop losses and limits, rules for rollovers, margin calls, or other financial stipulations. The Client acknowledges that XBTFX retains the right to modify these rules and provisions at its discretion without prior notice.
- i. The Client has thoroughly read and comprehends their obligations and rights under this Terms of Service. They accept and acknowledge that this Terms of Service, alongside the Risk Disclosure Statement, AML Policy and the Privacy Statement, will constitute the terms of the Client's engagement with XBTFX.
- j. The Client concedes that they bear sole responsibility for all decisions concerning transactions executed for their account.
- k. The Client has considered the aforementioned factors and, in light of their current and prospective financial resources, is prepared and capable of assuming the significant financial risks inherent to OTC CFD trading.

IT IS INCUMBENT UPON THE CUSTOMER TO DILIGENTLY RESEARCH AND ACQUIRE COMPREHENSIVE KNOWLEDGE ABOUT TRADING IN FOREX, CFDS, AND CRYPTOCURRENCY MARKETS, AS WELL AS THOROUGHLY FAMILIARIZE THEMSELVES WITH XBTFX'S TERMS OF SERVICE. PRIOR TO ENGAGING IN ANY TRADING ACTIVITY, THE CUSTOMER MUST ENSURE THAT THEY HAVE A CLEAR UNDERSTANDING OF ALL ASSOCIATED RISKS AND ARRANGEMENTS.

## 5. TERMS AND HEADINGS

- a. "XBTFX" refers to XBTFX LLC, its subsidiaries, marketing partners, and their respective successors and assigns, as the context may require or permit;
- b. "'Customer", "user", "client", or "you"' denotes the individual(s) or entity(ies) agreeing to be bound by the provisions of this Agreement;
- c. "Agreement" encompasses this document, as well as any other agreements and authorizations executed by the Customer in relation to the maintenance of their account with XBTFX.
- d. The headings utilized in this Agreement serve solely for ease of reference and do not restrict or influence the interpretation or applicability of any provision herein.

## 6. INFORMATION ABOUT XBTFX

- a. XBTFX, trading as "XBTFX", is a member of the XBTFX Group. The XBTFX Group consists of:

### XBTFX LLC

- b. XBTFX LLC ( XBTFX ), is a company that provides trading services for Contracts for Difference ("CFD") of forex, cryptocurrencies, metals, futures, and shares, with its registered address at Hodges Bay, P.O. Box 1348, St. John's, Antigua. XBTFX LLC is governed by the Financial Services Regulatory Commission (FSRC), Antigua Barbuda International Limited Liability Companies Act, 2007, No.20 of 2007 with registration number ILLC001.

## 7. CATEGORISATION

- a. Our guiding principle maintains that all our clients receive equivalent service levels, regardless of any prevailing client categorizations within their respective domicile countries. Therefore, we commit to providing the same standard of service to all our clients, deeming each client as a retail client, irrespective of their geographical location or any native jurisdictional classifications.

## 8. COMMUNICATION

- a. The primary mode of correspondence between XBTFX and the Client will be through digital channels, specifically via XBTFX's official website and online trading platforms.
- b. Detailed information pertaining to orders placed and executed will be directed to the Client through an account specifically assigned to the Client.



- c. Please note, certain pieces of information, including but not limited to, general market recommendations, will be made accessible to all users through our website and or social media. By accepting these terms, the Client acknowledges and consents to the receipt of such non-personalized information through this medium.
- d. Kindly note, all written correspondences dispatched from XBTFX to the Client will be composed in the English language.

## 9. AUTHORISATION TO TRADE

- a. XBTFX is authorized to facilitate Contracts for Difference ("CFD") transactions in forex, crypto, commodities, indices and shares on an over-the-counter basis with the Customer, pursuant to the Customer's oral, written, or digital instructions, and subject to the terms set forth in this Agreement and its annexes.
- b. Upon completion of the registration form by the Customer, the Customer will create a secure password, which is to be used in conjunction with the Customer's registered email address.
- c. XBTFX implements security measures to ensure the confidential transmission of information between the Customer and XBTFX. The Customer is responsible for maintaining the confidentiality of their password and preventing unauthorized access to XBTFX's trading facilities.
- d. The Customer accepts sole responsibility for any electronically transmitted instruction associated with their password and account number, as well as for any electronic, oral, or written instruction provided to XBTFX by persons who, at XBTFX's sole discretion, appear to be authorized by the Customer.
- e. For joint accounts, XBTFX is authorized to act upon the instructions of any account owner, without further inquiry, regarding trading activities and the management of assets within the account.
- f. XBTFX assumes no responsibility for verifying the apparent authority of any persons providing instructions on behalf of the Customer and is not liable for the consequences of any actions taken or not taken by XBTFX based on such instructions or apparent authority.
- g. XBTFX may require joint action from account owners concerning the account.
- h. XBTFX reserves the right to send correspondence and documents related to the account to any one owner of a joint account.
- i. In the event of the death of one or more joint account owners, XBTFX must be notified in writing and presented with a valid death certificate. Any outstanding expenses at the time of notification will be debited from the account.

- j. Until XBTFX receives valid written notification, each joint account owner is presumed to hold an equal share in the joint account.

## 10. APPROPRIATENESS OF TRADING

- a. Pursuant to any XBTFX's provision of general market guidance, it is imperative to clarify that such information does not constitute personalized recommendations or advice for engaging in transactions with XBTFX. Consequently, XBTFX bears no responsibility for evaluating the appropriateness or compatibility of customers trading Contracts for Difference (CFDs) on its platform. Any trading decisions made by the customer are solely based on their own discretion and independent judgment in choosing to trade with XBTFX.

## 11. GOVERNMENTAL COUNTER PARTY INSTITUTION AND INTERBANKING SYSTEM RULES

- a. Every transaction performed under the terms of this Agreement shall comply with the practices, judgments, and interpretations of the corresponding counterparty institution or any other interbank market (along with its relevant clearing organization, if applicable), as well as all relevant laws and regulations.
- b. Should any legislation be subsequently enacted, or any rule or regulation be adopted by any governmental body, or a contract market or clearing organization that binds XBTFX LLC and has the potential to affect, or conflict with, any aspect of this Agreement, the pertinent provisions of this Agreement will be considered modified or superseded, as necessary, by the relevant elements of such legislation, rule, or regulation. Despite these modifications or supersessions, all other provisions of this Agreement, along with the provisions as modified, will remain in full force and effect.
- c. The Client acknowledges that all transactions carried out under this Agreement are subject to the regulatory requirements mentioned above, and this does not confer upon the Client any separate legal or contractual rights concerning such requirements.

## 12. THE TRADING PLATFORM

- a. Client Responsibilities Regarding Technology
  - i. The Client assumes full responsibility for acquiring and maintaining suitable equipment required to access and utilize the Trading Platform, including but not limited to a personal computer, internet access, and telephone or other means of communication. Internet connectivity is

crucial, and the Client will be solely responsible for all associated costs ensuring such connectivity.

- ii. The Client hereby assures and guarantees that they have installed and implemented proper measures to ensure the security and integrity of their computer systems. The Client has taken adequate steps to safeguard their systems against computer viruses or any other potentially harmful or unsuitable materials, devices, information, or data that could harm the Website, the Trading Platform, or the Company's other systems. The Client further commits to prevent any unauthorized transmission of computer viruses or other harmful or unsuitable materials or devices to the Company's Trading Platform from their personal computer.
- b. The Company assumes no responsibility if the Client's computer system fails, damages, destroys, and/or formats their records and data. Additionally, the Company will not be held liable if the Client experiences delays or any other data integrity issues due to their hardware configuration or mismanagement.
- c. The Company will not be held liable for any disruptions, delays, or issues in any communication encountered by the Client while using the Trading Platform.
- d. Prohibited Actions on the Trading Platform
  - i. The Client must refrain from unauthorized access, or attempts to secure unauthorized access, including any actions that reverse engineer or circumvent the security mechanisms applied to the Company's Trading Platform or related computer systems.
  - ii. The Client is obliged to utilize the Trading Platform solely for the purposes related to their Client Account. Usage on behalf of third parties is strictly prohibited.
  - iii. The Client is expressly forbidden from engaging in any of the following activities:
    - 1. The deployment of software that employs artificial intelligence to analyze the Company's systems or the Trading Platform.
    - 2. The interception, surveillance, impairment, or alteration of any communications not explicitly intended for the Client.
    - 3. The utilization of any form of malicious software, including but not limited to spiders, viruses, worms, Trojan horses, time bombs, and any other code or instructions with the intent to distort, erase, damage, or disassemble the Trading Platform, the communication system, or any other system of the Company.

4. Refrain from transmitting any unsolicited commercial communication not explicitly sanctioned under the prevailing law or related regulations.
  5. Avoid conducting activities that may potentially infringe upon the integrity of the Company's computer infrastructure or Trading Platform, or provoke malfunction of such systems.
  6. Abstain from taking measures that could conceivably enable irregular or unauthorized access to the Trading Platform.
  7. Do not employ (or permit another party to employ) any software, program, application, or other mechanism, directly or indirectly, for the purpose of accessing or acquiring information via the Trading Platform, or to automate the process of such access or acquisition.
  8. Utilize the Trading Platform in contravention of this Agreement.
- iv. Circumstances beyond our control such as network issues, internet connectivity delays, discrepancies in price feeds, and other factors may occasionally result in the prices displayed on our Trading Platform failing to accurately reflect real-time market rates. Any trading strategies developed with the intent of exploiting such discrepancies in prices, errors in spreads, trading conditions, or commissions, or any attempt to execute trades at off-market prices, or to take advantage of any other inconsistencies arising from these technical factors, are strictly prohibited on the Trading Platform.
  - v. XBTFX reserves the absolute right to prevent any misuse of the Trading Platform and its associated Services. This may include but is not limited to actions that involve exploiting price latency arbitrage opportunities. Any such actions or transactions can be annulled at the Company's sole discretion and without the necessity for prior notification.
  - vi. If XBTFX reasonably suspects, based on the Client's trading strategy or other observable behavior, that the Client is intentionally and/or systematically exploiting such price errors, off-market prices, spreads, trading conditions, or commissions, XBTFX reserves the right to implement one or more of the following measures:
    1. Limit or entirely block the Client's access to the Trading Platform;
    2. Terminate the Agreement immediately.
    3. Close the Client's Account along with any other implicated accounts, including but not limited to all other accounts held by the same account holder, and/or accounts of any other Client which XBTFX deems to be participating in the aforementioned activities. Closure will be executed immediately upon written notice;

4. Pursue legal recourse for any losses incurred by the Company as a result of such activities;
  5. Implement necessary corrections or adjustments on the implicated account(s), including, but not limited to, modifying the spreads/commissions available to the Client;
  6. Restrict the implicated account(s) access to streaming, instantly tradable quotes, including but not limited to providing manual quotations only and requiring all Orders to be submitted for Company's prior approval.
  7. Retroactively void any historical trading profits from the associated account(s) that the Company can demonstrably attribute to any misuse of liquidity at any point during the duration of the client relationship;
  8. Revoke, terminate, alter, or adjust any standard or personalized trading conditions or benefits previously granted to the Client, or impose restrictions on the initiation, adjustment, or termination of trades;
  9. Implement any additional measures that the Company, in its sole discretion, considers essential and appropriate under the circumstances.
- vii. If the Company has a reasonable basis to suspect that the Client is engaging in any prohibited trading techniques, including but not limited to risk-free profiting, trading patterns that suggest a lack of genuine interest in market risk, internal hedging, coordination with third parties, exploitation of the 'no negative balance' policy, fraudulent or manipulative behavior, cash-back/bonus arbitrage, trading primarily during illiquid periods, improper use of Expert Advisors (EAs), bad faith hedging, excessive leverage, off-market quotes, churning, system overloading, operating multiple accounts with similarities in location, IP address, ID, phone number, deposit and withdrawal patterns, trading patterns, shared devices, or any other deceitful or fraudulent activities, all related transactions, profits, and losses may be deemed invalid. In such cases, the Company reserves the right to close, suspend, or block (temporarily or permanently) the Client's accounts, and/or the accounts of any other client deemed involved in the aforementioned activities. The Company may also cancel transactions, suspend/close trades or prevent their modification/opening, block internal transfers, disable withdrawal automations, change or decrease leverage, disable EAs, cancel profits, revoke any standard or

customized trading conditions or advantages, or take any other action deemed appropriate.

- viii. Clients are strictly prohibited from opening new trading accounts and trading with the Company under such circumstances. However, if a client successfully opens an account and trades due to technical or human error, the Company reserves the right to close the account upon identification, nullify any profit/loss generated, and refund the original deposit amount, excluding any deposit and withdrawal charges.
- ix. The Company employs and continuously develops tools to detect fraudulent and/or unauthorized access to and use of the Trading Platform. Any disputes arising from such activities will be resolved by the Company at its sole and absolute discretion, in a manner deemed most fair to all parties involved, and that decision shall be final and binding.
- x. Furthermore, it is strictly prohibited to use any software in a manner that negatively impacts the performance of the Company's servers or prevents the Company from providing optimal service to clients with respect to order execution.
- xi. In the event that the Company has reasonable grounds to believe that the Client has employed or is employing software designed for the purpose of conducting any form of artificial intelligence analysis on the Trading Platform and/or computer systems, the Company reserves the right, in its sole discretion, to adopt one or more of the following countermeasures:
  - 1. Entirely restrict or inhibit the Client's access to the Trading Platform;
  - 2. Block or revoke the Client's Access Data and/or Access Codes;
  - 3. Immediately terminate the agreement;
  - 4. Instantly close the Client Account;
  - 5. Disable the ability to initiate, modify, or close trades;
  - 6. Pursue legal recourse for any losses incurred by the Company;
  - 7. Withdraw, terminate, alter, or cancel any trading conditions or benefits extended to the Client.
- xii. Under such circumstances, the Company retains the right to seize any profits and/or revenues gained directly or indirectly from such prohibited trading activities and may impose additional charges on the Client. The Company also has the right to inform any relevant third parties of the violation of this clause.
- xiii. Additionally, the Client acknowledges and agrees that, upon the closure of the Client's Account, the Company may liquidate any outstanding contracts or positions the Client holds with the Company. Consequently, the Client

will be barred from opening any new trading Accounts or engaging in trading activities with the Company. However, should the Client manage to open an Account and conduct trades with the Company due to technical and/or human errors, the Company reserves the right to close the Client's Account immediately, nullify any profit/loss accrued, and refund the original deposit amount, excluding any deposit and withdrawal charges.

- xiv. Should the Company reasonably ascertain that the Client has, either on a one-time or systematic basis, exploited inefficient, delayed, or incorrect price feeds/commissions, utilized insider knowledge of potential price movements, or manipulated prices by trading on anticipated movements, the Company reserves the right, among other measures, to:
1. Adjust the price(s) and/or spread offered to the Client;
  2. Delay the confirmation of price and/or re-quote the price;
  3. Limit the Client's access to the Trading Platform and/or provide only manual quotes;
  4. Annul any profit/loss generated, provided it can prove that such trading profits were obtained through price(s) abuse at any point during the relationship with the Client;
  5. Terminate the relationship with the Client immediately via written notice;
  6. Modify trading conditions;
  7. Restrict the initiation, modification, or closure of trades.

## 13. MARGINS AND DEPOSIT REQUIREMENTS

- a. The Client is obligated to supply and sustain collateral with XBTFX in quantities and forms that XBTFX, acting autonomously, deems necessary.
- b. The collateral prerequisites stipulated by XBTFX may either exceed or be less than those mandated by banks or brokers facilitating trade executions.
- c. XBTFX reserves the right to modify collateral requirements at any given time.
- d. The Client consents to instantly transmit additional collateral by wire transfer or via any other payment method sanctioned by XBTFX, when prompted by XBTFX. The Client is also obliged to expeditiously satisfy all collateral calls through a method of transmission solely determined by XBTFX.
- e. XBTFX may choose to liquidate the Client's account at any time. Any forbearance by XBTFX in exercising its rights under this agreement shall not be construed as a waiver of its rights to enforce them at a later stage.
- f. XBTFX maintains the authority to restrict the volume and/or aggregate number of open positions that the Client can establish or uphold at XBTFX. XBTFX also

reserves the right to escalate collateral requirements in anticipation of earnings or other news events, with or without prior notice, either preemptively, retroactively, or at any other moment as solely determined by XBTFX.

- g. Order placements must be timed adequately to allow for execution and computation of collateral requirements.
- h. Gains resulting from a transaction will be incorporated into the Client's account as supplementary collateral during the tenure of the open transaction. Upon conclusion of the transaction, these gains will augment the available balance for withdrawal.
- i. Any financial losses resulting from a transaction will be subtracted from the Client's account."

## 14. LEVERAGE

- a. Upon registration, the client may establish live trading accounts on the platform through the website. When setting up the account, the client can choose to create an account with varying levels of Forex Leverage, up to a maximum of 500:1.
- b. Leverage for other CFD assets, such as Exotic Forex pairs, Cryptocurrencies, Indices, Shares, Metals, and Commodities, may be subject to a margin requirement that overrides the selected Forex leverage when creating an account. Information regarding margin requirements for all CFD assets is accessible within the trading platform.
- c. The Company reserves the right to modify the Client Account leverage (either increasing or decreasing) without prior notice.
- d. At its sole discretion, the Company:
  - i. May assess an account's balance, positions, and margin usage, and adjust the leverage lower at any time, without prior notification.
  - ii. May evaluate trade activity in accounts with balances of \$100,000( equivalent of account currency ) or more and set the account to custom configurations, restricting leverage to levels below those listed on the website.
  - iii. May, at its sole discretion, limit the leverage on the Client's trading account to no more than 1:100, three (3) hours before market closing prior to weekends and holidays, if the trading account's current leverage surpasses 1:100. This modification will impact transactions to be initiated within the aforementioned three (3) hour time period.
- e. Any alteration in Leverage at the Company's discretion or as a result of the Client's actions through their Personal Area will necessitate a recalculation of Margin requirements for all existing positions held by the Client.



## 15. BONUSES

- a. XBTFX, at its sole discretion, may choose to bestow an advantage to the Customer by crediting bonus amounts to the Customer's trading account. These bonus amounts are governed by specific terms and conditions as stipulated by XBTFX, and may not be withdrawn by the Customer until they have met the relevant trading requirements as outlined on XBTFX's website, or as communicated directly to the Customer in supplemental bonus Terms and Conditions provided. These requirements are subject to modification at any given time.
- b. In the event where XBTFX suspects or has reasonable grounds to infer that the Customer has engaged in fraudulent behavior with the intention of claiming a bonus or any other promotional offer, XBTFX reserves the unilateral right to:
  - i. Void or reject the bonus promotion, including any associated Trading Agent bonus.
  - ii. Terminate the Customer's access to services provided by XBTFX and/or discontinue the agreement between XBTFX and the Customer for service provision.
  - iii. Suspend the Customer's Account(s) and initiate the transfer of any remaining balance to the Customer.
- c. In cases where XBTFX suspects or has reasonable grounds to believe that the Customer has violated the terms and conditions of a bonus offer through internal hedging (using other trading accounts within XBTFX) or external hedging (using trading accounts with other brokers), XBTFX reserves the right to rescind bonuses and any trades or profits associated with the Customer's account(s).
- d. Please note that bonus promotions may be subject to restrictions in certain jurisdictions.
- e. XBTFX retains the unilateral right to cancel or reject bonus promotions at any time and at its sole discretion.

## 16. CUSTOMER ASSETS

- a. XBTFX does not accrue or pay interest on the Client's deposited funds.
- b. All Client assets - including, but not limited to, funds, securities, currencies, and other properties that XBTFX or its affiliates may hold or control at any given time, regardless of the purpose or account type, shall serve as collateral for any existing Client liabilities to XBTFX. This extends to assets from individual or joint accounts, or accounts where the Client acts as a guarantor. The collateral is subject to a

general lien and the right of set-off, irrespective of XBTFX having made advances regarding these assets or the number of Client's accounts with XBTFX.

- c. XBTFX, at its sole discretion and without notice, reserves the right to apply or transfer any or all Client's assets between the Client's various accounts.
- d. The Client grants XBTFX the right to pledge, re-pledge, hypothecate, invest, or loan Client's assets, either individually or jointly with other Client's assets, to XBTFX or third parties.
- e. XBTFX is under no obligation to return to the Client the identical assets delivered or purchased on behalf of the Client.
- f. This authorization extends to all of the Client's accounts and associate accounts maintained by XBTFX and remains in effect until all accounts are fully settled or a revocation notice is issued by XBTFX from its main office.
- g. Any failure by XBTFX to enforce its rights under these terms shall not be construed as a waiver of such rights in the future.
- h. The Client irrevocably appoints XBTFX as its attorney-in-fact to execute documents, give notice, and take actions on its behalf that XBTFX deems necessary to protect its interest in any collateral.
- i. If at any point the collateral is insufficient to cover the Client's debts or other obligations to XBTFX, the Client shall promptly pay the entire deficit upon demand.

Default of Credit Institution and Monitoring:

- i. XBTFX disclaims responsibility and liability for any client losses resulting from the default of its appointed credit institutions.
- ii. XBTFX regularly assesses the risk associated with its appointed credit institutions to ensure their reliability.
- iii. In the event of a default, details of our appointed credit institutions, including names and client account details, will be provided to retail clients upon request.
- iv. Clients agree to transfer full ownership of funds to XBTFX for margin coverage purposes. These funds may or may not be deposited as collateral with XBTFX's liquidity providers and will not be registered in the Client's name. Any funds deposited in excess of the required margin will be treated as Client funds in accordance with the Client Asset .

## 17. CONFLICTS OF INTEREST

- a. XBTFX is committed to upholding stringent organizational and administrative measures to diligently identify, control, disclose, and document any potential conflicts of interest. As a reflection of this commitment, XBTFX has developed and instituted a comprehensive Conflicts of Interest Policy.
- b. In situations where XBTFX's mechanisms to address conflicts of interest do not confidently guarantee the prevention of potential harm to client interests, XBTFX is pledged to provide clear and explicit disclosure to the client. This disclosure will encapsulate both the general character of the conflict and its origins prior to proceeding with any business activities on behalf of the client.

## 18. COMPLAINTS

- a. Should you encounter any concerns, issues, or dissatisfaction with our service, we encourage you to reach out to our customer service team in the first instance, as most concerns can be effectively addressed at this stage. You can contact them via: <https://my.xbtfx.io/en/helpdesk/chat> or [support@xbtfx.io](mailto:support@xbtfx.io).
- b. If our customer service team is unable to satisfactorily address your concern, or if you believe our service has not lived up to your expectations and you wish to elevate your concern to a formal complaint, you will need to complete a Complaint Form. This can be found in the legal documents section of our website. For your complaint to be officially recorded, the completed Complaint Form, along with any necessary supporting evidence, should be forwarded to [support@XBTFX.io](mailto:support@XBTFX.io).
- c. Upon receipt of your complaint, we commit to providing you with written updates regarding the progress of the complaint investigation at intervals of no more than 30 business days.
- d. We aim to investigate and resolve all complaints within 40 business days from the receipt of the complaint. In cases where the complaint is not resolved within this period, we will notify you of the anticipated timeline for resolution.
- e. Upon completion of the complaint investigation, we will issue a Final Response to you, outlining the investigation's findings, detailed explanations, and any remedial actions we plan to take.
- f. A complaint will be considered resolved once we have delivered a Final Response to you in writing.
- g. If you remain unsatisfied with the outcome of your complaint, we recommend seeking independent legal counsel.

## 19. LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES

- a. In the occurrence of any of the following events:
  - i. The death or legal declaration of incompetence of the Customer;
  - ii. The filing of a bankruptcy petition, a petition for the appointment of a receiver, or the initiation of any insolvency or similar proceeding by or against the Customer;
  - iii. The filing of an attachment against any of the Customer's accounts carried by XBTFX;
  - iv. Insufficient margin, or XBTFX's determination that any collateral deposited by the Customer to protect one or more accounts is inadequate, irrespective of current market quotations, to secure the account;
  - v. The Customer's failure to provide requested information pursuant to this agreement or any applicable law;
  - vi. Any abuse of trading practices, manipulations, and/or fraud committed by the Customer or any authorized person using the account; or
  - vii. Any other circumstances or developments that XBTFX deems appropriate for its protection, in its sole discretion,
- b. XBTFX may take one or more of the following actions, either in whole or in part:
  - i. Satisfy any obligation the Customer may have to XBTFX, either directly or through the use of Customer's funds or property held by XBTFX;
  - ii. Sell or purchase any or all currency contracts or securities held or carried for the Customer; and
  - iii. Cancel any or all outstanding orders, contracts, or other commitments made on behalf of the Customer.
- c. Actions without Prior Notice
  - i. Any of the actions described above may be taken without demanding additional margin, without prior notice of sale or purchase, or any other notice to the Customer, the Customer's personal representatives, heirs, executors, administrators, trustees, legatees, or assigns. These actions shall apply regardless of whether the ownership interest is solely held by the Customer or jointly with others.
- d. No Waiver

- i. The prior demand or notice of sale or purchase shall not be considered a waiver of XBTFX's right to sell or buy at any time in the future without demand or notice as provided above.
- e. Liquidation Procedures
  - i. In the liquidation of the Customer's long or short positions, XBTFX may, at its sole discretion, offset positions in the same settlement or initiate new positions to establish a hedge that XBTFX deems advisable to protect or reduce existing positions in the Customer's account.
- f. Method of Sale or Purchase
  - i. Any sales or purchases made pursuant to this section may be conducted at XBTFX's discretion in any interbank or other exchange market where such business is usually transacted, or through a public auction or private sale. XBTFX may purchase the whole or any part thereof free from any right of redemption.
- g. Automatic Closure of Open Transactions
  - i. To safeguard the Customer's account, if the Equity or Net Liquidation Value of the Customer's trading account drops below the Minimum Margin Requirement:
    - 1. For the XBTFX cTrader and MetaTrader platforms, the Minimum Margin Requirement shall be equal to 50% of the Required Margin.
    - 2. In such cases, market positions of the Customer shall be automatically closed, whether at a loss or profit in the order starting from the largest losing position.
    - 3. In the event that the balance in the Customer's trading account falls below zero, the Customer shall promptly notify XBTFX, and XBTFX shall proceed to nullify the account.
- h. XBTFX, its subsidiaries, marketing partners, or agents shall not be held responsible for any loss or damage arising from the closure of positions as described above.
- i. The Customer shall be fully responsible for any deficit balance in their account(s) and shall make prompt payment upon demand by XBTFX. In the event of partial or complete liquidation of the Customer's account(s) by XBTFX or the Customer, the Customer shall also be liable for any remaining deficiency.
- j. If the proceeds obtained through this authorization are insufficient to cover all of the Customer's liabilities to XBTFX, the Customer shall promptly pay, upon demand, the deficit and all outstanding liabilities. The Customer shall also pay interest on such amounts, calculated at a rate equal to three (3) percentage points above the prevailing prime rate at XBTFX's principal bank or the maximum interest

rate allowed by law, whichever is lower. Additionally, the Customer shall bear all costs associated with collection, including but not limited to attorney's fees, witness fees, travel expenses, and similar charges.

- k. Should XBTFX incur expenses unrelated to deficit collection in relation to any of the Customer's account(s), the Customer agrees to reimburse XBTFX for such expenses.

## 20. FEES / CHARGES

- a. Fees associated with the provision of services by XBTFX are detailed in the Fees and Charges page on our website <https://xbtfx.io/page/broker-fees>.
- b. The customer acknowledges that XBTFX generates a portion of its revenue from the spread or volume fee on each transaction. The spread refers to the difference between the bid and ask price of a price quote for a transaction.
- c. XBTFX reserves the right to adjust spreads on any or all instruments at its sole discretion, without prior notification. Such adjustments may be made due to various factors, including market sentiment, news events or announcements, trading volumes, market volatility, and other internal or external factors. These adjustments may be applied on an individual client basis or simultaneously for all clients.
- d. Spreads or fees may be increased when a third party, such as a Marketing Partner or Introducing Broker, refers a customer to XBTFX. The additional spread may be transferred to the referring third party as remuneration.
- e. If a customer requests a specific fee structure, commissions may be payable by the customer for opening and closing CFD positions in Forex, Crypto, Commodities, Indices and Shares. Such commissions will be debited from the customer's account at the same time XBTFX opens or closes the relevant positions.
- f. XBTFX may impose banking-related fees, including wire charges for deposits/withdrawals, and returned check fees.
- g. Cryptocurrency Transactions
  - 1. XBTFX reserves the right to levy blockchain network charges on any cryptocurrency withdrawals. These charges correspond to the applicable rates determined by the respective blockchain network utilized.
  - 2. XBTFX generally does not impose any charges for cryptocurrency deposits. However, it should be noted that XBTFX reserves the right, at its sole discretion, to introduce a deposit fee under specific circumstances. This deposit fee will be calculated as a percentage

of the deposited amount. The exact percentage charged will be determined by XBTFX in collaboration with the cryptocurrency payment processor, at their discretion, at any given time. XBTFX may implement such fees without prior notification.

- h. In certain circumstances, additional fees may include charges for statements, order cancellations, account transfers or fees imposed by interbank agencies, banks, contracts, markets, or other regulatory or self-regulatory organizations related to XBTFX's provision of services.
- i. Customers may incur additional fees for the purchase of optional value-added services offered by XBTFX.
- j. Any further terms and conditions regarding fees and charges shall be clearly communicated to customers in a transparent manner.
- k. **ROLLOVERS, OVERNIGHT INTEREST:**
  - i. A daily financing charge may be applied to each open position of Forex & CFDs at the end of XBTFX's trading day. This charge is specific to the type of CFD and the nature of the Customer's position.
  - ii. Depending on the type of CFD and the nature of the position held by the Customer, the financing charge will either be paid directly by the Customer to XBTFX or paid by XBTFX to the Customer.
  - iii. The method of calculating the financing charge varies depending on the type of CFD. Additionally, the financing charge amount is subject to change as it is linked to current interest rates, such as LIBOR.
  - iv. The financing charge will be credited or debited, as appropriate, to the Customer's account on the next trading day following the relevant day.
  - v. XBTFX reserves the right to modify the method of calculating the financing charge, the financing rates, and/or the types of Forex & CFDs to which the financing charge applies.
  - vi. For certain types of CFDs a commission is payable by the Customer to open and close positions. This commission will be debited from the Customer's account simultaneously with XBTFX opening or closing the corresponding CFD positions.
  - vii. CFD trades are linked to the market price of a specific underlying asset, including the market price of future contracts. If the CFD expires, a few days before the expiration date of the underlying asset, the base asset will be replaced, and the quotation of the CFD will be adjusted accordingly.
  - viii. CFDs do not have an expiration date.
  - ix. CFD trades are continuous, and the underlying assets to which they are linked may vary over time.

- x. Any open transaction held by the Customer at the end of the trading day, as determined by XBTFX or over the weekend, will be automatically rolled over to the next business day to avoid automatic closure and physical settlement of the transaction.
- xi. The Customer acknowledges that when rolling over such transactions to the next business day, overnight interest may be added or subtracted from their account in relation to the transaction.
- xii. XBTFX will determine the amount of overnight interest from time to time at its absolute discretion.
- xiii. Customer hereby grants authorization to XBTFX to adjust the overnight interest on Customer's account for any open transactions that have accumulated overnight interest. Such adjustments shall be made in accordance with the prevailing rate for each individual instrument, as specified on the trading platform, and shall occur on a daily basis at the designated collection time.
- xiv. Complete details regarding applicable charges can be accessed inside the trading platform where comprehensive information is provided via the symbol specification .

## 21. INACTIVITY AND ADMINISTRATION FEES

- a. Customer acknowledges that their trading account may be subject to inactivity fees, to the extent permitted by law. If the trading account or any user balance remains inactive for a consecutive period of 3 months ('Inactivity Period'), and for each subsequent month thereafter, XBTFX reserves the right to deduct an inactivity fee from the value of the Customer's trading account. The applicable inactivity fees based on the client's relevant currency account are as follows:
  - i. Inactivity Fee:
    - 1. USD or equivalent value: \$50
- b. In addition, XBTFX may impose an annual administration fee on the trading account, to the extent permitted by law. If the trading account remains inactive for a consecutive period of 12 months ('Annual Inactivity Period'), XBTFX reserves the right to deduct an administration fee from the value of the Customer's trading account. The administration fee is intended to offset the costs associated with maintaining the service, even in cases of non-use. The applicable administration fees based on the client's relevant currency account are as follows:
  - i. Administration Fee:
    - 1. USD or equivalent value: \$100



- c. XBTFX will provide reasonable notice to the Customer regarding any changes to the inactivity or administration fees. It is the responsibility of the Customer to review and familiarize themselves with the current fee structure outlined in this Terms of Service. By continuing any use of services or holding dormant balances with XBTFX, the Customer agrees to be bound by the updated fee structure and acknowledges that any applicable fees will be deducted from their trading account as described above.
- d. XBTFX reserves the right to waive or modify the inactivity or administration fees at its sole discretion.
- e. XBTFX retains the right to levy inactivity or administration fees, either in individual or collective deductions, without prior notice. While XBTFX is not obliged to carry out fee deductions within specific timeframes, it reserves the right to identify inactive accounts at a later date and apply fees collectively.

## 22. COMMUNICATIONS, STATEMENTS AND CONFIRMATIONS

- a. Reports, statements, notices, trade confirmations, and any other communications will be made available online and may be transmitted to the address that the Customer designates from time to time in a written or electronic communication to XBTFX.
- b. The Customer is responsible for promptly notifying XBTFX of any changes to their designated email address.
- c. Communications shall be considered received by the Customer when made available by XBTFX, irrespective of whether the Customer accessed the statement.
- d. The Customer shall have access to daily, monthly, account statements containing detailed transaction activity, profit and loss statements, open positions, account credits, and debits.
- e. The Customer acknowledges the importance of carefully reviewing the reports pertaining to their trading activities posted online by XBTFX via its trading platforms.
- f. Reports confirming orders and account statements posted online by XBTFX shall be deemed accurate, conclusive, and binding upon the Customer if not objected to within two business days of being posted online.
- g. Objections may be initially communicated via email or telephone but must be confirmed in writing thereafter.

- h. In the event that the Customer becomes aware of any errors in the reports or statements, such as erroneously credited amounts, the Customer shall immediately notify XBTFX and return such amounts to XBTFX. If XBTFX becomes aware of any such errors, XBTFX is expressly authorized to correct the report or statement and, if applicable, treat it as a Deficit Balance.
- i. By providing its registration data to XBTFX, the Customer declares its consent to receive communications containing commercial content related to the use of the trading platform. These communications may be sent by telephone, facsimile, SMS, or email from XBTFX, its subsidiaries, marketing partners, and agents. Such content may include newsletters, marketing materials, promotional offers, or information from third parties that XBTFX believes may be useful or interesting to the Customer.
- j. XBTFX is not required to obtain separate written or oral consent from the Customer before distributing these communications. However, if the Customer notifies XBTFX in writing that they no longer wish to receive such commercial communications, XBTFX will cease to distribute them.
- k. The client shall have the ability to generate statements at their discretion using the online trading platform. These statements shall accurately reflect the time of order execution and the current balance of their account. Our internal records shall indicate the time at which the client's order was requested.
- l. XBTFX shall ensure that real-time access to each client's account is readily available, allowing them to view their transactions, the respective order execution times, and the current balance of their account. This information shall be accessible to customers on an ongoing basis.

## 23. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY

- a. Neither XBTFX LLC nor any associated entities, including but not limited to its subsidiaries, marketing collaborators, or agents, bear any liability for losses or damages, whether direct or indirect, that may arise from any event, action or omission that is beyond the control of XBTFX. This includes, but is not limited to, any loss or damage that may result directly or indirectly from delays or inaccuracies in the transmission of orders and/or information due to the malfunction or failure of transmission or communication systems, or electrical power outages.
- b. XBTFX, its subsidiaries, marketing partners, and agents do not guarantee uninterrupted access or error-free operation of the trading platform or any

services provided, inclusive of third-party licenses. The platform and all services are delivered on an "AS IS" basis, without any warranty or representation, except where otherwise explicitly provided within these terms.

- c. In no event shall XBTFX, its subsidiaries, marketing partners, or agents be held liable for any direct, indirect, punitive, incidental, special, or consequential damages that may arise from the use of, or inability to use, the XBTFX trading platforms or services, inclusive of third-party licenses. This encompasses, but is not limited to, loss of profits, business interruptions, trading losses, loss or misuse of data, unauthorized access to, alteration of, theft or destruction of customer's computing resources, data files, software, or information, or the costs associated with the procurement of substitute goods or services.
- d. The customer acknowledges and agrees that this clause accurately reflects the distribution of risk inherent in this agreement. This clause is a critical component of this agreement, and in its absence, the economic terms of this agreement would be substantially different.
- e. This limitation of liability applies irrespective of the alleged basis for the liability, including contract, tort, negligence, strict liability, or any other legal theory, even if XBTFX or any of its associated entities have been advised of the possibility of such damage.
- f. Neither XBTFX, nor any of its affiliates, promotional associates, or representatives, assume responsibility or obligation for indemnification pertaining to inaccessible or unusable data, or lost or corrupted Customer transactions or data, in any form or by any means.
- g. This liability restriction further nullifies any obligation or liability borne by XBTFX, its affiliates, promotional associates or representatives, concerning inaccessible or unusable data, or lost or corrupted Customer transactions or data, arising partially or entirely from third-party software or network products or services, internet-related issues, or actions or events beyond XBTFX's control.
- h. XBTFX, its affiliates, promotional associates and representatives, absolve themselves from all liability ensuing from or associated with any breach of internet security, disruption, distortion or delays in the Customer's internet connections, regardless of the cause.
- i. As the Over-the-Counter (OTC) market is not exchange-traded, XBTFX's quoted or dealing prices may not be commensurate with those of other OTC market makers.
- j. In the event of a quoting or execution error, which might include, but is not limited to, a typo in a quote, a quote not reflective of fair market prices, an incorrect price quote from a dealer or due to hardware, software, or communication line failures or inaccurate external data feeds from third-party vendors, XBTFX absolves itself

from liability for any resulting account balance discrepancies. Furthermore, if transactions are initiated or terminated based on this erroneous quote, XBTFX's trading room endeavors to identify and rectify the situation promptly. The customer acknowledges that the rectification process may consume time during which the trading account may be inaccessible, and pending orders may not be executed.

- k. Should XBTFX discern an erroneous or outdated quote, it reserves the right to offer the Customer an alternate quote or proceed with the transaction, subject solely to XBTFX's discretion.
- l. The Customer also acknowledges that XBTFX, its affiliates, promotional associates and representatives, are not liable for any loss or damage stemming from or related to the aforementioned rectification process.
- m. Third-Party Licenses:
  - i. Should any third-party software be incorporated within or embedded in the XBTFX website or online trading platform, such software is subject to the terms of this Customer Agreement applicable to the online trading platform.
  - ii. The Customer is obligated to adhere strictly to the terms of any Third-Party Licenses that we may provide periodically.
  - iii. XBTFX offers no explicit or tacit assurance, guarantee, or backing regarding the Third Party Licenses, nor will we bear any responsibility pertaining to them.
  - iv. For the purposes of these terms, "Third Party Licenses" are defined as authorizations granted by third parties, which pertain to third party software incorporated or utilized within the trading platform or client site.

## 24. FOREX, CFDs, FLUCTUATION RISK

- a. In relation to the Customer's instruction to XBTFX to execute any Forex or CFD transactions:
- b. The Customer acknowledges and accepts that all gains or losses resulting from changes in the value of Forex or CFDs are entirely the Customer's responsibility and risk;
- c. The Customer agrees to deposit all initial and subsequent margin amounts in U.S. Dollars, Tether, USD Coin, Bitcoin, Ethereum, or XRP, as dictated by XBTFX at its exclusive discretion; and
- d. The Customer grants XBTFX the right to convert any funds in the Customer's account intended for margin into and from any foreign currency at an exchange

rate established by XBTFX, based on its sole discretion, and reflective of prevailing market rates at the time of conversion.

## 25. INDEMNIFICATION

- a. The Client agrees to indemnify and hold harmless XBTFX, its subsidiaries, marketing partners, representatives, employees, successors, and assigns (collectively, the "XBTFX Indemnitees") from any and all liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, that may arise due to the Client's failure to fully and timely perform their obligations under this Agreement or any Third-Party License, or if any of the Client's representations and warranties are found to be inaccurate or incomplete.
- b. The Client further agrees to promptly reimburse the XBTFX Indemnitees for any damages, costs, and expenses, including reasonable attorney's fees, incurred in enforcing any provision of this Agreement or any other agreements between XBTFX and the Client.
- c. In addition to any limitations of liability specified elsewhere in this Agreement, the XBTFX Indemnitees shall not be held responsible, and are released from all claims and losses arising from or contributed by:
  - d. The Client's actions or failure to act,
  - e. Any act or omission by any person accessing the Client's account, whether authorized by the Client or not,
  - f. System malfunctions, equipment failures (including both the Client's and XBTFX's equipment), system interruptions, or system unavailability,
  - g. Delays, failures, or errors in implementing any instruction,
  - h. Inaccurate or incomplete instructions received by XBTFX from the Client, or
  - i. The Client's or any other third party's reliance or use of any financial and market data, quotes, news, analyst opinions, research reports, graphs, or any other data or information made available through the trading platform or any Third-Party License, for transactional purposes or any other purpose.
- j. XBTFX reserves the right to offset the Client's liabilities under this section against the Client's account.

## 26. MARKET ABUSE AND MANIPULATION

- a. PROHIBITION OF ARBITRAGE AND MARKET MANIPULATION
  - i. XBTFX strictly prohibits arbitrage practices and any form of manipulation of its pricing, execution or platform systems. This includes making transactions based on erroneous or omitted data or misquotes within the XBTFX platform.

- ii. Situations may arise due to latency in price updates, connectivity interruptions, or errors in the price feed where the displayed prices do not accurately mirror market rates. Exploiting these internet-based discrepancies, referred to as 'scalping' or arbitrage, is not permissible in an OTC market where the client transacts directly with the market maker liquidity Provider.
  - iii. XBTFX retains the right to intervene in transactions that are suspected of capitalizing on price latency or price feed errors. Interventions may include voiding the implicated transactions, revoking profits earned from such transactions, expanding spreads, restricting trading activities, or implementing any other necessary corrections or adjustments on the account, with or without prior notification.
  - iv. If XBTFX suspects or identifies evidence that a client has contravened the terms and conditions by internally (using other XBTFX accounts) or externally (using accounts with other brokers) hedging positions, XBTFX reserves the right to invalidate any trades or profits associated with the client's account(s).
- b. MARKET ABUSE
  - i. XBTFX retains the right to mitigate our exposure through concurrent positions with other institutions or within the underlying market. This action may potentially influence the underlying market of that index, alongside impacting our own pricing structure. This could potentially facilitate opportunities for market abuse.
  - ii. The Customer assures and guarantees, and acknowledges that such assurance and guarantee are reiterated each time the Customer initiates or liquidates a position that:
  - iii. The Customer will refrain from, and has never initiated a trade with us related to a particular index or any other CFD price that could result in the Customer, or any associated parties, acquiring exposure to the price of the underlying financial instrument to a level that could precipitate market abuse. This exposure could be equivalent to, or surpass the value of a declarable interest in the relevant financial instrument. In this context, the threshold for a declarable interest shall be the prevailing rate at the relevant time, as stipulated by law, or by the stock exchange(s) or other exchange where the underlying financial instrument is traded.
  - iv. The Customer will not, and has never initiated a trade with us concerning:
    - 1. an allocation, issuance, distribution or similar event;
    - 2. a proposal, acquisition, merger or similar event; or

3. any other corporate financial activity, in which the Customer has involvement or interest.
- v. The Customer will abstain from initiating or liquidating a position, and will not place an order that infringes upon any primary or secondary legislation or any other law governing insider trading or market manipulation. The Customer consents that XBTFX may consider any initiation or liquidation of a position or placement of an order on a share price by the Customer as securities trading within the context of the relevant statutes or regulations.
- vi. In the event the Customer initiates or liquidates any trade or places an order in violation of the given assurances and guarantees, or if XBTFX has reasonable grounds to suspect such a breach, XBTFX reserves the right, at our sole discretion and without any obligation to disclose our reasons, to close such trade and any other open trades of the Customer at the time, if applicable. Furthermore, XBTFX may also, at our sole discretion, invalidate any trades or profits associated with the Customer's account(s).
- vii. The Customer acknowledges that trades are speculative arrangements and agrees not to engage in transactions with us that are connected to any corporate financial activities.
- viii. The Customer acknowledges that it would be inappropriate to participate in the underlying market with the sole intention of influencing our bid or offer prices, and agrees to refrain from conducting any such transactions.

## 27. EXECUTION OF ORDERS

- a. XBTFX shall make reasonable commercial efforts to execute all orders, subject to its sole discretion, in accordance with the Customer's instructions, whether communicated orally, in writing, or electronically.
- b. XBTFX retains the right to decline any order without providing a reason.
- c. XBTFX may, at its sole discretion, permit the Customer to specify a closing price for a transaction on the trading platform using a "Close at Loss" or "Close at Profit" order, subject to the terms of this Agreement and any additional terms and conditions established by XBTFX.
- d. "Close at Loss" refers to a pre-determined offer by the Customer to close a transaction at a specific price. For buy transactions, this price is lower than the opening transaction price, and for sell transactions, this price is higher than the opening transaction price.
- e. "Close at Profit" refers to a pre-determined offer by the Customer to close a transaction at a specific price. For buy transactions, this price is higher than the

opening transaction price, and for sell transactions, this price is lower than the opening transaction price.

- f. Upon acceptance of an order by XBTFX, the Customer authorizes XBTFX to close the transaction at the specified Close at Loss or Close at Profit price, as applicable, without requiring further instruction or notification.
- g. XBTFX reserves the right to close a transaction when the quoted price on the trading platform matches the price accepted for the relevant order, at its sole discretion.
- h. The Customer acknowledges and agrees that XBTFX has no obligation to close a transaction that does not comply with any other agreed-upon limitations.
- i. The Customer acknowledges and agrees that, due to market volatility and factors beyond XBTFX's control, XBTFX cannot guarantee the execution of a Close at Loss order at the specified price. In such cases, XBTFX will close the transaction at the next best available price.
- j. If XBTFX's quote moves in the Customer's favor before the acceptance of a "Limit Order" offer to open or close a transaction, the Customer agrees that XBTFX may execute the closing transaction at the specified price, without capturing the favorable price movement for the Customer's account.
- k. The Customer acknowledges that a portion of XBTFX's revenue originates from transaction spreads, which represent the difference between the bid and ask prices in a price quote. If the fair market price reduces XBTFX's spread for a specific transaction, XBTFX may, at its sole discretion, decline to execute the transaction and provide the Customer with an amended quote. XBTFX may choose to complete the transaction at its sole discretion if the fair market price does not affect or increases its spread.

## 28. DECLINE OF CLIENT'S ORDERS, REQUESTS AND INSTRUCTIONS

- a. Notwithstanding any other provisions contained in this agreement, XBTFX reserves the right, at its discretion, to decline or refuse to process and/or execute any Client order related to Contracts for Difference (CFDs) under the following circumstances, but not limited to:
  - i. When the order is placed before the first quote is made available on the trading platform at the market opening;
  - ii. In the presence of irregular or volatile market conditions;
  - iii. If the Client has made a disproportionately high number of requests compared to actual transactions executed;



- iv. If the Client's available Margin is less than the required Initial Margin or Necessary Margin, or the Client Account lacks sufficient cleared funds to cover all charges related to the specific order;
- v. When the order's size or price impedes execution, or the proposed transaction's size (either too large or too small) is deemed unacceptable by XBTFX, or if it is believed that the proposed transaction cannot be hedged in the Underlying Market, or if the execution of the order is impossible due to the conditions in the relevant Underlying Market;
- vi. If XBTFX has reason to suspect the Client's involvement in activities such as money laundering, terrorist financing, or any other illegal activities;
- vii. Pursuant to requests from Seychelles regulatory or supervisory authorities, or due to a court order;
- viii. If there are concerns regarding the legality or authenticity of the order;
- ix. If crucial details of the order are missing, unclear, or subject to multiple interpretations;
- x. If the size of the transaction is less than the minimum transaction size for the particular CFD as outlined in the Contract Specifications;
- xi. If a valid quote is not obtained from XBTFX, or the quote provided is merely indicative or evidently erroneous or if the quote is classified as an Error Quote (Spike);
- xii. In case of internet connection or communication disruption;
- xiii. In the event of Force Majeure;
- xiv. If there are suspicions or confirmation of the Client's default;
- xv. If XBTFX has issued a notice of Agreement termination to the Client;
- xvi. If the Client has failed to meet a Margin Call of XBTFX;
- xvii. If the Client Account is temporarily blocked, made dormant, or closed;
- xviii. If any banned activities or trading techniques, as detailed in this agreement, have taken place on the trading platform.

## 29. TRAILING STOP, EXPERT ADVISOR AND STOP LOSS ORDERS

- a. The Client acknowledges and agrees that the utilization of ancillary features within the Platform ( Client Trading Terminal ), inclusive but not limited to, Trailing Stop, Expert Advisor, and/or any other automation functions, is conducted wholly at the Client's discretion and responsibility. These functions are contingent on the performance and stability of the client's individual trading terminal, and as such, the Company disclaims any and all liability pertaining thereto. Furthermore, the

Company retains the right, at its sole discretion, to approve or deny the usage of these additional features within the Client Trading Terminal. If these ancillary functions are perceived to jeopardize the reliability, smooth operation, or stability of the Company's Trading Platform, the Company reserves the right to discontinue its relationship with the Client via written notification or undertake any necessary corrective actions.

- b. The Client acknowledges and agrees that while a Stop Loss Order is designed to limit trading losses, its effectiveness is not guaranteed, given the potential volatility of market conditions. Such conditions may render the execution of the Stop Loss Order at the prearranged price unattainable, and therefore, the Company is absolved from any liability stemming from such occurrences.

### 30. RISK ACKNOWLEDGMENT

- a. The Customer acknowledges that both leveraged and non-leveraged transactions are inherently speculative and entail a substantial level of risk, suitable only for individuals who can endure the potential loss of their entire margin deposit.
- b. The Customer comprehends that due to the typically low margin requisite in Over-the-Counter (OTC) trading, price fluctuations in the OTC market may lead to significant financial losses.
- c. The Customer affirms that they possess the financial and other requisite capacities to assume the risks associated with OTC trading. Furthermore, in recognition of XBTFX's facilitation of their account(s), the User agrees to absolve XBTFX, its subsidiaries, marketing affiliates, and agents from liability for any losses the User may incur.
- d. The Customer acknowledges the impossibility of guarantees concerning profit or immunity from loss within the context of OTC trading.
- e. The Customer confirms that they have received no assurances of profit or protection against loss from XBTFX, its representatives, any introducing agents, or any other entities through which the Customer manages their XBTFX account. The Customer also affirms that this agreement has not been entered into based on such guarantees or similar representations.
- f. The significant extent of leverage attainable in CFD trading carries a dual-sided potential: it can be advantageous but also potentially detrimental. The high degree of leverage can potentially amplify your profits, but it equally amplifies potential losses.
- g. In periods of pronounced market volatility, the execution of orders may become challenging or, in certain circumstances, unfeasible.

## 31. MARKET RECOMMENDATIONS AND INFORMATION

- a. The Customer acknowledges and understands that:
  - i. Any market guidance, alerts, or data relayed to the Customer by XBTFX, or any associated entities, including subsidiaries, affiliates, representatives, or any individual within XBTFX, does not represent an invitation to purchase or sell any Over-the-Counter (OTC) contract. The Customer also acknowledges that XBTFX does not provide investment advice.
  - ii. Such guidance and information, while typically rooted in data derived from sources deemed reliable by XBTFX, may solely reflect a broker's viewpoint. Such information may be incomplete or unverified.
  - iii. XBTFX neither makes guarantees nor assumes responsibility regarding the accuracy or completeness of any information or market guidance supplied to the Customer. XBTFX shall not be held accountable for any loss or damage, including but not limited to any margin or profit losses, which might arise directly or indirectly from reliance upon or use of such guidance or information.
  - iv. The Customer acknowledges that they bear exclusive responsibility for evaluating the merits and potential risks associated with any trade they may engage in with XBTFX, regardless of whether such a decision is influenced by information provided by XBTFX or other sources.
  - v. The Customer recognizes that XBTFX and/or its executives, directors, affiliates, associates, shareholders, or representatives might hold a position in or may aim to purchase or sell CFDs which may be the subject of market guidance provided to the Customer. The Customer further acknowledges that the market position of XBTFX or any aforementioned parties may not align with the guidance provided to the Customer by XBTFX.
  - vi. The Customer understands that XBTFX provides no assurances regarding the tax implications or treatment of any trading activity.

## 32. CUSTOMER REPRESENTATIONS AND WARRANTIES

- a. The Customer hereby represents and warrants the following:
- b. If the Customer is an individual, they possess sound mental capacity, are of legal age, and have the legal competence to enter into and abide by this Agreement.
- c. If the Customer is not an individual:
- d. The Customer is duly organized and validly existing under the applicable laws of its jurisdiction;

- e. The execution, delivery, and performance of this Agreement, all Contracts, and other transactions contemplated herein have been duly authorized by the Customer; and
- f. Each person executing and delivering this Agreement and all other transactions contemplated herein on the Customer's behalf has been duly authorized by the Customer to do so.
- g. The Customer holds exclusive interest in their account(s) with XBTFX and has not granted, nor will grant, a security interest in their account to any third party without XBTFX's prior written consent. The Customer maintains full beneficial ownership of all collateral and shall not grant any security interest in such collateral to any third party (excluding the security interest granted to XBTFX herein) without XBTFX's prior written consent.
- h. The Customer warrants that they are suitable to engage in OTC trading, regardless of any future determination to the contrary.
- i. The Customer is not currently an employee of any exchange, corporation in which an exchange owns a majority stake, member of any exchange or firm registered on any exchange, or any bank, trust, or insurance company. If the Customer becomes employed by any such entity, they will promptly notify XBTFX's in writing.
- j. The Customer shall execute and deliver all required documents, provide necessary notices, complete filings, and undertake any actions as XBTFX, in its sole discretion, deems essential to evidence or perfect any security interest in favor of XBTFX or protect XBTFX's interests concerning any collateral.
- k. The Customer has read and understands the provisions within this Agreement, including, without limitation, XBTFX's Risk Disclosure , AML Policy and Privacy Policy.
- l. The Customer shall periodically review this Agreement and shall not execute any transaction in their account unless they comprehend the Agreement. By executing any transaction, the Customer represents that they have read and understood this Agreement as it is in effect at the time of the transaction.
- m. The Customer agrees to comply with all applicable laws, statutes, and regulations at all times. The Customer declares that executing and delivering this Agreement and all other transactions contemplated herein, as well as the performance of all of their obligations hereunder, will not violate any applicable laws, rules, regulations, ordinances, charters, by-laws, or policies. The Customer is prohibited from using their XBTFX account for any illegal activities.

### 33. ISLAMIC ACCOUNTS

- a. As per the principles of Islamic financial regulations, if the Customer, by virtue of their adherence to Islamic religious beliefs, is prohibited from receiving or paying interest, they may choose to open a trading account as an Islamic Account. This account will neither accrue nor be liable for overnight interest and/or rollovers. The Customer is required to make this designation following the procedure stipulated by XBTFX.
- b. FEES
  - i. Islamic Accounts, being swap-free, do not accumulate or pay swap or interest on trades. Notwithstanding, standard spreads and fees applicable to XBTFX's Islamic Accounts will apply. XBTFX reserves the right to revise fees and spreads associated with Islamic Accounts at its discretion, with updates to be published on its website periodically.
  - ii. Long-term carry positions intended for evading swap fees are strictly forbidden. XBTFX reserves the right to impose storage fees equivalent to historical swap fees on positions that remain open for more than 5 days.
- c. ABUSE AND TERMINATION
  - i. Islamic Accounts are intended for use in good faith. Exploitation of these accounts for swap profit or avoidance of swap payments is prohibited. Clients should also understand that they are not entitled to request reimbursement for any lost swap amounts arising from the conversion of their live trading account(s) into Islamic Accounts.
  - ii. XBTFX retains the right to withdraw the swap-free privileges of any account, convert it to an ECN or standard account, and/or apply historical swap fees as "Fees" to open or closed positions, at any time, without the necessity to provide any explanation or justification.
  - iii. In the event that XBTFX determines a misuse of the Islamic Account, including but not limited to fraudulent activities, manipulation, cash-back arbitrage, carry trades, or other deceitful or fraudulent activities, XBTFX may take immediate action, such as:
    - 1. Revoking swap-free privileges from all live trading accounts suspected of exploitation;
    - 2. Correcting and reclaiming accumulated swaps, interest expenses, and/or costs related to the client's Islamic trading accounts for the period during which the accounts were in swap-free status;
    - 3. Terminating the client agreement;

4. Invalidating all trades conducted on the client's trading accounts and canceling any profits earned or losses incurred on such accounts.
- d. XBTFX is committed to complying with Islamic finance principles for all designated Islamic Accounts. However, in no way does this commitment constitute a religious endorsement or certification of the services offered by XBTFX. It is the Customer's responsibility to determine the compatibility of their activities on XBTFX with their personal religious beliefs.

## 34. DISCLOSURE OF FINANCIAL INFORMATION

- a. The Customer hereby affirms and guarantees that the financial data shared with us during their Application accurately depicts the Customer's prevailing financial status.
- b. The Customer assures and guarantees that they have thoroughly evaluated the segment of their assets deemed as risk capital.
- c. The Customer acknowledges that risk capital represents the funds they are prepared to risk, understanding fully that losing such funds will not result in any lifestyle alterations.
- d. The Customer consents to promptly notify us in the event of any changes to their financial status, which could potentially diminish their net worth, liquid assets, and/or risk capital.

## 35. NO SEPARATE AGREEMENTS

- a. The Client acknowledges and accepts that no separate agreement has been made with XBTFX, or any of its personnel, with respect to the trading activities in the Client's XBTFX account, which includes but is not limited to, any agreement promising guaranteed profits or limited losses.
- b. The Client acknowledges and accepts that all trading transactions must be expressly authorized by the Client before execution, unless the Client has granted discretionary authority to a third party via XBTFX's Social Trading Platform, or any other agreement made with XBTFX. Any disputes concerning transactions must be promptly reported to XBTFX in accordance with the notification procedures outlined in this Client Agreement.
- c. The Client agrees to indemnify and hold harmless XBTFX, its subsidiaries, marketing partners, and representatives from any and all damages or liabilities that may arise from the Client's failure to promptly inform XBTFX of any occurrences as described in this agreement.

- d. All notifications and communications mandated under this clause should be directed to XBTFX via support@xbtfx.io

## 36. MARKETING PARTNER REFERRAL DISCLOSURE

- a. XBTFX may collaborate with independent advertising marketing partners/referrers/marketing partner ("Marketing Partner"), who operate autonomously from each other and XBTFX. Any agreement between XBTFX and the Marketing Partner does not constitute a joint venture or partnership, nor does it render the Marketing Partner as an agent or employee of XBTFX.
- b. XBTFX does not exert control over or provide assurances for the accuracy or comprehensiveness of any information or advice that the Customer may receive or will receive in the future from XBTFX's Marketing Partners or any other person not employed by or officially representing XBTFX. This includes information regarding the risks associated with the trading of Forex, CFDs, Options, and Spread Betting.
- c. Given that the Marketing Partner is not an employee or agent of XBTFX, XBTFX does not endorse or vouch for the services rendered by the Marketing Partner. It remains the Customer's obligation to conduct appropriate due diligence on the Marketing Partner prior to employing their services.
- d. The Customer acknowledges that to trade with XBTFX, they must establish an account directly with XBTFX. XBTFX provides relevant risk disclosure information to all Customers upon account creation. Customers are advised to review this information carefully and not to rely on contradictory information from other sources.
- e. The Customer acknowledges that XBTFX, its personnel, or associates have not made any guarantees concerning future profits or losses in the Customer's account.
- f. The Customer recognizes that trading in Forex & CFDs carries significant risk, and many individuals incur losses in these trades. Trading involving a system, course, program, research, or the recommendations of a Marketing Partner, Trading Agent, or any third party inherently carries a substantial risk of loss. No trading system, course, program, or recommendation assures profits, loss avoidance, or loss limitation.
- g. Due to the high-risk nature of Forex & CFDs the Customer should carefully consider trading only if they possess surplus capital that they can afford to lose.
- h. The Customer acknowledges that XBTFX may compensate a Marketing Partner for referring the Customer to XBTFX on a per-trade basis or another arrangement.

The Customer has the right to be informed of the precise nature of such compensation.

- i. The Customer recognizes that a Marketing Partner may sometimes act as a Trading Agent. By using a Trading Agent, the Customer may incur additional charges beyond the typical fees provided by XBTFX.
- j. XBTFX bears no responsibility for any losses the Customer might incur due to their reliance on information or advice provided by any third party, including a Trading Agent or Marketing Partner.

## 37. SOCIAL TRADING

- a. Section 37 of this agreement applies exclusively to clients who engage with the Social Trading service via PAMM, MAM or Copy trading on the XBTFX Social Platform.
- b. Role of the Investor:
  - i. By adopting a Strategy Provider's strategy, the Investor is thereby:
    - 1. Empowering and directing the Strategy Provider to act as their representative in line with the chosen Strategy concerning their Investment Account;
    - 2. Empowering and directing XBTFX to execute necessary procedures to implement the selected Strategy Provider's Strategy;
    - 3. Understanding that any Strategy they opt to follow will be implemented proportionately according to the funds present in their Investment Account;
    - 4. Empowering and directing XBTFX to allocate the Strategy Provider's commission from the Investment Account to the account designated by the Strategy Provider at the culmination of each Social Trading Period.
  - ii. Information and details regarding the Investor's trading activities while using the Social Trading service can be accessed via the Social Trading website or the Social Trading mobile application.
  - iii. The Investor retains the right to begin investing in or copying a Strategy, deposit and transfer funds, or withdraw funds from their Investment Account in compliance with the procedures and limitations as provided by the Social Trading mobile applications, website, or any other XBTFX-affiliated site, and subject to this Agreement.
  - iv. Upon ceasing to follow a Strategy, the Investor can withdraw the funds reserved for that Strategy from their Investment Account.



- v. The Investor can cease following a Strategy at any point when the market is open, at which point the relevant open position(s) will be closed at the prevailing market price.
- vi. XBTFX reserves the right, at its sole discretion, to close any or all open positions of a Strategy Provider at any point, with adjustments being made to the Investor's Account accordingly.
- vii. At any given time, the Social Trading system may opt to close any or all open positions of an Investor.
- viii. The Client has the liberty to fund their account utilizing any of the payment systems/methods endorsed by the Company for Social Trading services, as amended from time to time.
- ix. The Client, by choosing to follow a specific Strategy proposed by a certain Strategy Provider, unequivocally consents to the commission structure and Leverage established by the said Strategy Provider.
- x. The Client understands and accepts the obligation to sustain the requisite balance in their Investment Account as mandated to comply with the selected Strategy.
- xi. Upon electing to initiate the investing/ following and or replication of a certain Strategy, the Client comprehends and accepts that all active Open Positions associated with that Strategy will be automatically mirrored, inclusive of any future trading orders executed by the Strategy Provider under the chosen Strategy.
- xii. The Client recognizes and accepts that pricing discrepancies may transpire between the time of choosing to replicate a particular Strategy and the moment when the replication begins.
- xiii. The Client acknowledges that the following actions will be deemed as an "Event of Default":
  - 1. The Client has engaged in Social Trading:
    - a. That is excessively frequent, lacking legitimate intent, or seeks to exploit market movements;
    - b. That relies on exploiting price latency or arbitrage opportunities;
    - c. That could be construed as market abuse;
    - d. During periods of abnormal market/trading conditions.
- xiv. In the event of an 'Event of Default', the Company reserves the right, at its sole discretion, and without prior Written Notice, to undertake one or more of the following actions:

1. Adjust the Client's trading account balance to eliminate any ill-gotten gains;
  2. Freeze, terminate, and/or restrict the Strategy Provider's Strategy and/or prohibit access to Social Trading.
- xv. The Client irrevocably and unconditionally acknowledges and agrees that any description provided by the Strategy Provider concerning the Investment Account, including the news feed and/or any other means, has not received approval from the Company. The Client accepts, agrees, and commits to conduct their own due diligence on the Strategy Provider and the relevant Investment Account prior to investing in the same.
- xvi. The Client understands and agrees that the Company will not be held responsible for any losses suffered in the Investment Account.

## 38. STRATEGY PROVIDER / FUND MANAGERS

- a. For the establishment and continuity of a Strategy, the Strategy Provider is obligated to:
- i. Select a distinctive name for the Strategy;
  - ii. Furnish a detailed description of the Strategy;
  - iii. Determine the applicable commission;
  - iv. Opt for a Leverage ratio for the Strategy, from amongst the alternatives periodically offered by the Company;
  - v. Generate a secure password to manage the operations of the Strategy Provider's account;
  - vi. Ensure an initial deposit and the ongoing maintenance of a minimum balance in the Strategy Provider's Account, as periodically defined by the Company;
  - vii. Supply any additional information as may be periodically requested by the Company.
  - viii. Fulfill any further requisites stipulated by the Company, as might be periodically updated and made available in the Strategy Provider's Personal Area, the Company's Website, or any other Company documents, policies, or guidelines.
- b. XBTFX reserves the right to decline, inhibit visibility, or deactivate an existing or proposed Strategy at its discretion for reasons including, but not limited to, the following:
- i. Should the Strategy's description be non-compliant with the terms of this Agreement, any other Company policies, or contain unlawful, unethical content, irrelevant personal or non-strategic information, incoherent or

misleading details, or infringe upon third-party rights including intellectual property rights.

- ii. If the Strategy's name is found to be misleading, offensive, contains discriminatory elements concerning race or religion, insinuates illicit activities, or does not uphold certain ethical or moral standards.
  - iii. In cases where the associated image of the Strategy features a minor, or is inappropriate, misleading, offensive to any race or religion, suggests illegal activities, or fails to maintain certain ethical or moral standards.
  - iv. If the Strategy Provider's account lacks the necessary funds as per the minimum prerequisites for the specific Social Trading account type.
  - v. If the Strategy Provider's Strategy exhibits inactivity or demonstrates no trading activity for a period exceeding seven (7) calendar days.
  - vi. If the Strategy Provider misrepresents themselves as an employee or representative of XBTFX, or falsely claims, directly or indirectly, that XBTFX or its Affiliates endorse, control, or guarantee the precision or completeness of any Strategy Provider's statement or their activities.
- c. The Strategy Provider refrains from sharing content that is sexually explicit, offensive, includes expressions of bigotry, racism, hate speech or profanity, is threatening or pornographic, promotes violence, or contains nudity or graphic violence;
  - d. The Strategy Provider avoids posting or sending unauthorized commercial messages (e.g., spam);
  - e. The Strategy Provider refrains from collecting, using, copying user content or information, or accessing the Website and/or the Social Trading system via automated means (e.g., bots, robots, spiders, or scrapers);
  - f. The Strategy Provider abstains from engaging in unlawful multi-level marketing, including pyramid schemes, via our Websites or our Services;
  - g. The Strategy Provider ensures that their materials do not contain harmful elements, such as viruses or other malicious code;
  - h. The Strategy Provider refrains from soliciting personal or login information, or attempting to access an account that does not belong to them;
  - i. The Strategy Provider avoids any action that could disrupt, overburden, or impair the functioning of the Company's services, including denial of service attacks, or actions that facilitate or encourage violations of these terms;
  - j. The Strategy Provider refrains from making misleading, absolute or false statements about the performance of the Strategy or guarantees about the Strategy's performance;

- k. The Strategy Provider ensures that their materials are relevant to the Strategy, coherent, balanced, and not overly positive;
- l. The Strategy Provider guarantees that their materials do not include false claims about their knowledge, experience, trading strategy, or authorization, or otherwise mislead Investors or other users;
- m. The Strategy Provider refrains from making abusive, defamatory, harassing, or insulting statements towards the Company, its affiliates, employees, shareholders, Associates, or other users;
- n. The Strategy Provider's materials do not advertise or promote entities or services unrelated to the product;
- o. The Strategy Provider uses the Company's websites and Services in a lawful, truthful, benevolent, and non-discriminatory manner;
- p. The Strategy Provider refrains from referencing or using visuals/logos of third parties, including regulatory bodies, authorities, and others, without obtaining the relevant permissions;
- q. The Strategy Provider ensures that their strategy names and descriptions are meaningful and provide useful information;
- r. The Strategy Provider refrains from making any references to bank account details;
- s. The Strategy Provider abstains from making unsubstantiated restrictions or giving instructions to investors on investment and withdrawal conditions;
- t. The Strategy Provider avoids including links in the Social Trading system, such as social media links, to profiles which they do not personally manage;
- u. The Strategy Provider assures that they do not make false claims or imply that the Strategy is managed or represented by anyone other than the individual or legal entity registered and approved by the Company;
- v. The Strategy Provider is expected to abide by and not breach any applicable Content Guidelines.
- w. The Company reserves the right to take any actions deemed appropriate under any circumstance that it, in its independent judgment, deems significant.
- x. The Strategy Provider is responsible for developing strategies that are unique in nature. Names, descriptions, content, or images that are identical or significantly akin to those of existing strategies, thereby potentially causing confusion among the Investors, are strictly prohibited.
- y. XBTFX retains the full authority, at its sole discretion, to close one or all Open Position(s) pertaining to a Strategy Provider at any given time.

- z. The Strategy Provider acknowledges and agrees that they shall be unable to withdraw any of their funds from the Strategy Provider's account while any Open Positions related to their particular Strategy exist.
- aa. In addition of the current Agreement, each of the following instances is classified as an "Event of Default" for the Strategy Provider:
  - i. If the Strategy Provider's Strategy consistently exposes excessive risk over an extended duration;
  - ii. If the actual trading conditions do not align with the Strategy Provider's description of the Strategy;
  - iii. If the Strategy Provider has engaged in trading:
    - 1. That is excessively frequent and/or lacks legitimate intent to profit from market fluctuations;
    - 2. That leverages price latency and/or arbitrage opportunities;
    - 3. That, in XBTFX's sole discretion, may be deemed as market abuse;
    - 4. Under abnormal market/trading conditions.
    - 5. If the Strategy Provider violates this Client Agreement.
- bb. In the event of an Event of Default, XBTFX reserves the right, at its sole discretion, to undertake any of the following actions with or without prior written notice:
  - i. Freeze, terminate, block the Strategy Provider's Strategy, or deny access to Social Trading;
  - ii. Request revisions to the description of the Strategy.
- cc. The Strategy Provider's commission or performance fee is computed and disbursed to the Strategy Provider upon completion of the Social Trading Period associated with each Strategy.
- dd. The commission rate for the Strategy Provider can be set by the Strategy Provider for each Strategy but must not exceed 50% of the Investor's Profit. Once established, the Strategy Provider's commission cannot be altered for the particular Strategy.
- ee. Should an Investor cease to subscribe to a particular Strategy advanced by a Strategy Provider prior to the termination of the Social Trading Period, the computation of the Strategy Provider's commission will transpire upon termination of said Strategy, and will be anchored to the prevailing market price at that given moment.

## 39. TRADING AGENTS VIA SOCIAL PAMM MAM or COPY

- a. User acknowledges that in the event they opt to utilize PAMM, MAM, or Copy services through [social.xbtfx.io](https://social.xbtfx.io), they are conferring trading authority or control

over their account to an independent third party (the "Trading Agent"), whether discretionary or non-discretionary. Such decision is made at the User's own risk.

- b. User acknowledges that neither XBTFX, its subsidiaries, marketing affiliates, nor agents bear any responsibility for the User's selection of the Trading Agent, or the actions executed by them, nor will they provide any recommendations pertaining to the choice of the Trading Agent.
- c. User understands and agrees:
  - i. XBTFX provides no warranties or representations concerning any Trading Agent.
  - ii. XBTFX, its subsidiaries, marketing partners, or agents bear no liability for any loss the User may incur due to the Trading Agent's actions, and
  - iii. XBTFX neither implicitly nor explicitly endorses or approves of the Trading Agent's modus operandi.
- d. The User hereby agrees that by accessing [social.xbtfx.io](https://social.xbtfx.io), they grant a comprehensive Power of Attorney (POA) to any Trading Agent they choose to engage with on the platform.
- e. The User acknowledges their responsibility to fully comprehend the fees, descriptions, and terms set forth by the Trading Agent within their respective system. XBTFX disclaims any liability for the accuracy or validity of the Trading Agent's offerings, including but not limited to, performance claims, listed actions, or investment methodologies.
- f. The User recognizes that Trading Agents, as well as numerous third-party trading system providers, course providers, program providers, researchers, or recommenders, may not be subject to governmental regulation. It is the User's sole responsibility to conduct thorough due diligence on the Trading Agent prior to using their services, ensuring their competence and suitability.
- g. User acknowledges that they or the Trading Agent may opt to utilize an automated trading system. User acknowledges that XBTFX bears no responsibility for such a system. The User is aware of the potential volume of trading and resulting commissions such systems may generate and the impact that this may have on the performance of the Account. The User accepts the risks associated with the use of computers and data feed systems, including but not limited to, hardware failure, software failure, or communication system breakdown, inaccurate external data feeds provided by third-party vendors. The User also agrees to absolve XBTFX from any losses in the Account associated with these risks. The User acknowledges that neither XBTFX, its officers, directors, vendors, employees, agents, associated persons, nor XBTFX personnel will be held accountable for any such system failure or breakdown.

- h. User understands that by employing a Trading Agent or automated trading system, they may encounter an additional charge, over and above the standard spread typically offered by XBTFX. Details of any such additional charge will be displayed in the spread on the client trading account using the automated system and/or provided in the agreement between the Trading Agent and the User.
- i. User acknowledges that any decisions or actions taken by the Trading Agent on User's behalf shall be considered as having been made by the User themselves, and any losses or gains arising from the Trading Agent's actions shall be attributed to the User's account.
- j. User agrees to indemnify and hold XBTFX harmless from and against all liabilities, losses, damages, costs, and expenses, including attorney's fees that arise directly or indirectly from the Trading Agent's management of the account, including, without limitation, all actions, instructions, or omissions by the Trading Agent.
- k. The User acknowledges the substantial risk associated with trading foreign exchange, commodities, futures, Forex, and CFDs. Consequently, the User confirms that they will carefully consider trading through XBTFX, whether via a Trading Agent or otherwise, only if they possess capital they can afford to lose.

## 40. DISCLOSURE OF CUSTOMER INFORMATION

- a. XBTFX commits to preserving the confidentiality of customer and prospective customer information. The exception to this commitment is when it becomes necessary to share this information with our employees, agents, partners, and associates for the execution of ordinary business operations. This includes, but is not limited to, circumstances that involve XBTFX's banking or credit relationships. Further stipulations are detailed in XBTFX's Privacy Statement.
- b. XBTFX reserves the right to disclose information pertaining to the customer and the customer's transactions to federal or state regulatory bodies and law enforcement authorities. This would only occur upon receipt of a formal request, a court order, or subpoena.
- c. For the purposes of compiling statistical data, XBTFX may share information. However, the process will be conducted in a manner that ensures non-disclosure of the customer's identity.

## 41. TERMINATION

- a. This Agreement shall remain effective until its termination. The Customer retains the right to terminate this Agreement at any point in time, provided they give XBTFX three days' prior written notice (which could be delivered via e-mail). This right to terminate is conditional upon the Customer not holding any Forex, CFDs,

Options, and Spread Betting positions and not having any outstanding liabilities to XBTFX at the time of the notice's actual receipt by XBTFX at its principal place of business.

- b. XBTFX, conversely, maintains the right to terminate this Agreement at any point without any time restriction, upon sending written notice of termination to the Customer. It should be noted that any such termination will not impact any transactions that were previously entered into and will not absolve either party of any responsibilities as stated in this Agreement. Specifically, the termination will not alleviate the Customer from any obligations arising from any deficit balance.
- c. Following the termination of this Agreement for any reason, Sections COMPLAINTS, COMMUNICATIONS, STATEMENTS AND CONFIRMATIONS, FOREX, CFDs, OPTIONS AND SPREAD BETTING FLUCTUATION RISK, MARKET RECOMMENDATIONS AND INFORMATION , DISCLOSURE OF CUSTOMER INFORMATION, CONSENT TO EXECUTION OF ORDERS OUTSIDE A REGULATED MARKET OR MTF shall remain in force."

## 42. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- a. All copyrights, trademarks, trade secrets, and other forms of intellectual property and proprietary rights related to the XBTFX website, its content, and any associated materials (collectively referred to as "XBTFX IP") shall solely and exclusively remain the property of the XBTFX Group and its licensors. In the event of third-party materials featured on the XBTFX website, the rights belong to the respective third party. Users are granted no rights or interest in the XBTFX IP beyond the permission to access and utilize the XBTFX IP as outlined in these terms.
- b. Users acknowledge that the XBTFX IP is of confidential nature, and its creation has involved substantial investment in terms of skill, time, effort, and financial resources.
- c. Users commit to safeguarding the confidentiality of the XBTFX IP and to prevent unauthorized third-party access to the website.
- d. Users agree not to publish, disseminate, or otherwise make available to any third parties any information that originates from or pertains to the XBTFX IP.
- e. Users agree not to duplicate, alter, reverse-engineer, de-compile, or create derivative works based on the XBTFX IP or its operational mannerisms.
- f. Users are encouraged to share feedback or suggestions on XBTFX's services for potential improvements. By doing so, users grant XBTFX an everlasting, royalty-free, irrevocable, and transferable license, with the right to sublicense, to incorporate user's suggestions or feedback into XBTFX's services, and to



otherwise utilize user's suggestions and feedback, without the obligation to provide any form of compensation.

## 43. RECORDINGS

- a. The Client hereby acknowledges and consents that any and all communications pertaining to the Client's account(s) between the Client and XBTFX may be subject to electronic recording, with or without the employment of an automatic tonal alert system.
- b. The Client further provides consent for XBTFX, its subsidiaries, marketing affiliates and representatives to utilize such recorded conversations and transcriptions thereof as they deem necessary, in the context of any disputes or legal proceedings that might arise.
- c. The Client acknowledges that XBTFX exercises routine purges of such recordings in line with XBTFX's prevailing operational protocols. The Client hereby provides consent for the execution of such purges.

## 44. LEGAL RESTRICTIONS

- a. Customer acknowledges that the legal landscape pertaining to financial contracts varies globally, and it is solely the Customer's responsibility to ensure full compliance with any applicable laws, regulations, or directives, as pertains to their country of residence, in relation to the use of this website.
- b. For clarity, the ability to access the XBTFX website does not inherently imply that the services provided by XBTFX or any activities conducted through it are deemed legal under the laws, regulations, or directives applicable to the Customer's country of residence.
- c. The website or any publication to social media or communication does not represent, and should not be employed for, the intent of an offer or solicitation in any jurisdiction where such offer or solicitation is not sanctioned, or towards any individual for whom the issuance of such an offer or solicitation would be illegal.
- d. Access to this website, and the provision of financial contracts through this platform, may be subject to restrictions in certain jurisdictions. Therefore, users accessing this website must familiarize themselves with and adhere to such limitations.

## 45. DECLARATION

- a. Upon consenting to this Agreement, the Client affirms that the funds deposited into their XBTFX account are not the proceeds of any illicit activities, including, but not limited to, narcotics trafficking, kidnapping, cybercrimes, or any other form of criminal endeavor.

## 46. TAX COLLECTION

- a. The client acknowledges and consents to the fact that XBTFX generally does not function as a tax collector for any jurisdiction or in any capacity.
- b. To clarify, it remains solely the client's responsibility to determine and remit any taxes applicable to them in their country of residence, or those that may arise as a result of the client's trading activities facilitated through XBTFX's services.
- c. Without diminishing the client's exclusive obligation to handle tax payments, the client concedes that XBTFX may, in compliance with relevant laws, deduct tax from the financial outcomes of the client's activities with XBTFX. However, XBTFX is under no obligation to perform such deductions.
- d. The client comprehends and accepts that any funds withdrawn from the client's account are gross amounts. The client understands that XBTFX may deduct any taxes from these gross amounts as required. The client agrees not to assert any claims against XBTFX regarding such deductions.

## 47. ACCOUNT PROCEDURES - IDENTIFICATION

- a. XBTFX recognizes and acknowledges that financial institutions are obligated by applicable laws to obtain, verify, and record the identification information of individuals opening an account. As a valued customer, you understand and agree to comply with these legal requirements.
- b. XBTFX is committed to preventing fraud and ensuring the confirmation of your identity. In pursuit of this goal, we employ diligent measures and processes.
- c. To fulfill the legal and regulatory obligations and facilitate the verification process, you have already provided, or will promptly provide, certain identification information and documents as requested by XBTFX. These may include a copy of your valid identification document, such as your ID card or passport, a copy of a recent utility bill (e.g., phone bill or property tax bill) to confirm your residential address, and copies of both sides of your credit card if you have made a deposit using this method.
- d. By accepting these terms, you confirm that all the information provided during the registration process is true, accurate, current, and complete. You further confirm that you have not impersonated any person or entity, misrepresented any affiliation with another person, entity, or association, used false headers, or concealed your identity from XBTFX for any purpose.
- e. By continuing to use XBTFX's services, you acknowledge and consent to the collection, verification, and use of your personal information in accordance with applicable laws, regulations, and our privacy policy.

## 48. WITHDRAWAL AND DEPOSIT PROCEDURES

- a. Withdrawal Orders:
  - i. XBTFX requires customers to provide necessary documentation as mandated by Anti-Money Laundering (AML) regulations, credit card companies, and XBTFX itself before executing any withdrawal orders.
- b. Withdrawal Timeframe:
  - i. XBTFX is committed to processing withdrawals in a timely manner. However, customers should be aware that the withdrawal process may occasionally experience delays due to a range of factors, both within and beyond XBTFX's control. These factors may include, but are not limited to, holidays, weekends, technical issues, security protocols, regulatory compliance, and external banking processes.
  - ii. XBTFX makes every effort to process withdrawals promptly and efficiently. However, it is important to note that the specific timeframe for completing a withdrawal cannot be guaranteed due to the aforementioned factors.
  - iii. While XBTFX strives to minimize any potential delays, customers should be prepared for possible variations in processing times.
  - iv. We encourage customers to contact our support team if they have any concerns or questions regarding their withdrawal requests after the pending withdrawal has remained pending for a minimum of 24 hours. Our dedicated team is available to provide assistance and updates regarding the status of withdrawals pending longer than 24 hours.
- c. By using our services, customers acknowledge and accept that withdrawals may take longer than anticipated and that XBTFX will exert its best efforts to expedite the process while ensuring compliance with applicable laws and regulations.
- d. Credit Card Deposits and Withdrawals:
  - i. If a withdrawal is initiated, credit card deposits may, in accordance with credit card companies' regulations, be returned to the same credit card. Alternatively, at XBTFX's discretion, withdrawals to a bank account may be executed if the initial deposits were made via credit card. Withdrawals to a bank account may involve additional security procedures and consequently result in longer processing times.
- e. Credit Card Deposits Variance:
  - i. When customers choose an account base currency other than USD, it is possible that their credit card may be debited with amounts that slightly differ from the initial sum deposited due to exchange rate fluctuations and credit card companies' fees. Customers acknowledge and accept that such

variations may occur and agree not to dispute or chargeback these differences.

f. Bank Transfers:

- i. For deposits made through bank transfers, customers must comply with anti-money laundering regulations by using a bank account in their country of residence under their own name.
- ii. Any withdrawal of funds from a customer's XBTFX account to a bank account can only be refunded to the same bank account from which the funds were initially received.

g. Alternative Payment Methods:

- i. When customers choose to deposit funds using payment methods other than credit cards or banks (e.g., internet payment vendors, money transfer services), they acknowledge and agree to abide by the regulations and rules of such services. This includes understanding and accepting any associated fees and restrictions.
- ii. XBTFX reserves the right, at its sole discretion, to execute withdrawals to a facility different from the one used for the original deposit, in compliance with anti-money laundering regulations.

## 49. STATEMENTS

- a. The Customer hereby provides their consent to receive online account statements and trade confirmations.
- b. XBTFX shall furnish the Customer with password-protected access to secure online reports via the trading platforms.
- c. The Customer shall have the ability to generate Daily, Monthly, and Annual account statements that comprehensively outline transaction activity, profit and loss statements, open positions, account credits and debits, and other pertinent details through the trading platform.
- d. Requests for hard copies of Monthly customer statements shall be accommodated upon the Customer's specific request and may be subject to an additional fee.
- e. Statements shall be considered received by the Customer once made available by XBTFX, irrespective of whether the Customer accessed the statement.
- f. The Customer assumes the responsibility of promptly notifying XBTFX regarding any modifications to their registered email address.

## 50. CONSENT TO ELECTRONIC SIGNATURE

- a. Upon completing the account registration process and selecting the checkbox labeled "I accept the Terms of Service," which is a mandatory requirement for



submitting your registration, you are acknowledging, electronically signing, and agreeing to this Terms of Service and all associated documents of XBTFX. As a Customer, you acknowledge the receipt of the Terms of Service and other relevant documents provided to you as part of XBTFX's electronic documentation. By accepting these terms, you affirm your commitment to be bound by the terms of service or conditions outlined therein.

- b. Furthermore, by electronically signing XBTFX's Terms of Service and related documents, you expressly consent to XBTFX's retention of electronic records pertaining to your trades and accounts. Additionally, you agree to receive such electronic records from XBTFX in connection with your trading activities and account management.

## 51. CONSENT TO EXECUTION OF ORDERS OUTSIDE A REGULATED MARKET OR MTF

Customer hereby acknowledges and consents to XBTFX executing orders over the counter and outside a regulated market or multilateral trading facility (MTF). It is important for the Customer to understand that trading outside regulated markets or MTFs may entail certain risks, such as a lack of centralized oversight and the absence of specific rules and regulations that govern such transactions. By consenting to this provision, the Customer acknowledges their responsibility to conduct thorough due diligence and understand the potential risks associated with trading in unregulated environments. XBTFX shall make reasonable efforts to ensure fair and efficient execution of orders; however, the Customer understands and accepts that XBTFX's execution of orders may be subject to market conditions and liquidity availability.

It is the Customer's sole responsibility to carefully assess the suitability and appropriateness of executing trades through XBTFX, taking into consideration their own risk tolerance, financial circumstances, and applicable legal requirements.

## 52. WAIVER AND AMENDMENT

- a. XBTFX reserves the right to amend or change this Agreement at any time, in accordance with the provisions set forth herein. Customer understands, acknowledges, and agrees to the following:
  - i. Notification of Updates:
    1. XBTFX will notify the Customer of any updates to these terms either by posting a notification on XBTFX's official website or by sending an email notification to the Customer.
  - ii. Unsubscribed Customers:
    1. If the Customer has unsubscribed from receiving emails from XBTFX and the notification of the update to these terms has been sent by email, the Customer is prohibited from claiming they were not notified. The updated terms will apply regardless of whether the Customer has seen the notification or not.
  - iii. Agreement to Amended Terms:
    1. By continuing to use XBTFX's services after receiving the notice of update, the Customer expressly agrees to be bound by the terms of the amended Agreement as of the effective date stated in the notice.



- b. Customer's Right to Terminate:
  - i. In the event that the Customer objects to any such amendment or change, the Customer shall have the right to terminate this Agreement by providing written notice to XBTFX within thirty (30) days from the date of the notice. Upon termination, the Customer shall liquidate all open positions and provide instructions to XBTFX regarding the disposition of all assets in the Customer's account within ten (10) business days from the termination notice.
- c. No waiver or amendment of this Agreement shall be implied from any course of dealing between the parties or from any failure by XBTFX or its agents to assert its rights under this Agreement on any occasion or series of occasions, unless explicitly agreed to in writing by both parties.
- d. No oral agreements or instructions to the contrary shall be recognized or enforceable unless they are reduced to writing and duly executed by authorized representatives of both parties.

## 53. FORCE MAJEURE

- a. The Company is not liable for any damage or harm of any nature inflicted upon the Client, resulting from circumstances beyond the control of the Company. The Company does not assume liability for any delays in communication or Internet failures, including, but not limited to, computer system malfunctions or any other technological disruptions, whether they originate from telecommunication providers, ISP systems, the Company's own systems, or the Client's systems.
- b. The Company may deem a situation as an unforeseen and uncontrollable event, or 'force majeure', under reasonable grounds. Such events include, but are not limited to:
  - i. Any activity, event, or circumstance (including, for example, strikes, civil unrest, acts of terrorism, wars, natural disasters, accidents, fires, floods, storms, power outages, disruptions to communication or digital equipment, malfunctioning of any form of equipment or software, fluctuations in the quote stream, disturbances or instability of liquidity providers, etc.), which, in the Company's reasoned judgement, leads to the destabilization of one or more market(s) or asset(s);
  - ii. The cessation of operation, liquidation, or closure of any base instrument or the absence of any event upon which the Company builds prices, or the imposition of limitations or unique or non-standard trading conditions on any base instrument or concerning any such event.
- c. In the event that the Company determines that a 'force majeure' has occurred, it reserves the right (without compromising its other rights) to take any of the following measures without prior written notification and at any given moment:
  - i. Cancel any or all transactions and/or orders which are directly or indirectly caused by the 'force majeure';
  - ii. Suspend or modify the enforcement of one or all provisions of this Agreement as long as the 'force majeure' renders the Company incapable of complying with these provisions;
  - iii. Execute or refrain from executing any action in relation to the Company, the Client, or other clients, as the Company reasonably considers appropriate under the given circumstances.



- d. The Company bears no responsibility for non-compliance or improper fulfillment of obligations if a 'force majeure' has obstructed the fulfillment of such obligations.

## 54. ENTIRE AGREEMENT

This comprehensive Terms of Service Agreement, in conjunction with all references to XBTFX's policies and procedures mentioned herein, as well as the Risk Disclosure Statement, AML Policy, and Privacy Policy, encompasses the entirety of the agreement between XBTFX and the Customer. This Agreement supersedes all previous written and oral agreements.

## 55. ASSIGNMENT

Customer shall not, without the prior written consent of XBTFX, assign or transfer any rights or obligations arising from this Agreement to any third party. Any such attempted assignment or transfer in contravention of the aforementioned requirement shall be deemed null and void. However, XBTFX reserves the right to freely assign this Agreement at its own discretion.

## 56. GOVERNING LAW AND JURISDICTION

This Agreement, the rights and obligations of the parties involved, and any legal action or proceeding arising directly or indirectly from this Agreement or in connection with the transactions mentioned herein shall be governed by, interpreted, and enforced in all aspects in accordance with the laws of Antigua and Barbuda. XBTFX and the customer hereby irrevocably submit to the exclusive jurisdiction of the courts of Antigua and Barbuda.

## 57. BINDING EFFECT

- a. This Agreement shall remain in effect and shall apply to all current and future accounts held by the Customer with XBTFX, regardless of any changes in the personnel of XBTFX or its successors, assigns, subsidiaries, marketing partners, or agents.
- b. This Agreement, along with all the authorizations, shall benefit XBTFX and its subsidiaries, marketing partners, agents, successors, and assigns, whether through merger, consolidation, or any other means. It shall be binding upon the Customer, as well as the estate, executor, trustees, administrators, legal representatives, successors, and assigns of the Customer.
- c. The Customer hereby confirms the validity of all transactions conducted with XBTFX prior to the date of this Agreement and agrees that the rights and obligations related to those transactions shall be governed by the terms outlined in this Agreement.



XBTFX LLC  
Hodges Bay, P.O. Box 1348, St. John's, Antigua  
Website: <https://xbtfx.io>, email support@xbtfx.io

BY ACKNOWLEDGING THE RECEIPT, READING, AND UNDERSTANDING OF THIS CUSTOMER AGREEMENT, THE CUSTOMER HEREBY AGREES TO BE LEGALLY BOUND BY ALL THE TERMS AND CONDITIONS STATED HEREIN.