

# Terms & Conditions

**Retail Client Agreement** Note: The English version of this agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and the other versions. **This client agreement, together with any Schedule(s), and accompanying documents, as amended from time to time, (hereafter the “Agreement”) sets out the terms of the contract between you, the customer (also referred as the “client”) and us, the Company. By signing this agreement, it is assured that you have read, understand and agree with all the terms of this Agreement.**

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# DEFINITIONS AND INTERPRETATION

In this Agreement, the following terms shall have the meanings set out below:

- **Account** – The trading account you maintain with us, identified by a unique account number.
- **Agreement** – Refers to these Terms and Conditions that govern the services we provide.
- **Applicable Regulations** – Includes all relevant laws, statutes, directives, and regulatory requirements currently in effect or as amended over time.
- **Associate** – Any company within the same corporate group as us, any appointed representative, or any individual or entity with which we have a relationship that could reasonably be considered to create shared interests.
- **Base Currency** – The main reference currency for your account, which is US Dollars.
- **Balance** – The total amount of funds we hold for you in your Account at any point in time.
- **Business Day** – Any weekday excluding Saturdays, Sundays, and public holidays, during which commercial banks are open for standard business activities.
- **Close Position** – Executing a transaction that offsets an open position, effectively ending your exposure to that position.
- **Contract for Differences (CFD)** – A type of derivative financial product available for trading on the FINEXGROW platform, where the difference in settlement is made in cash rather than the delivery of physical goods or securities.
- **Credit Support Provider** – Any party who has entered into an agreement such as a guarantee, pledge, margin or collateral agreement in our favour to support your obligations under this Agreement.
- **CRS** – Stands for the Common Reporting Standard, developed by the OECD for the automatic exchange of tax-related financial account information between jurisdictions.
- **Electronic Services** – Online platforms or systems we offer to facilitate client access to market data and trading, including internet platforms, mobile applications, and electronic order systems.

- **Event of Default** – Any of the default scenarios detailed under Clauses 15.1 through 15.9 of this Agreement.
- **Execution** – The fulfilment of your trading instructions through our platform, where we act as the execution venue.
- **FATCA** – Acronym for the Foreign Account Tax Compliance Act, a U.S. law aimed at combating tax evasion by U.S. persons through foreign accounts.
- **FFI** – An abbreviation for Foreign Financial Institution, as defined under FATCA.
- **Financial Instruments** – All instruments we are authorized to offer under relevant legislation, which may include:

- i. Transferable securities
- ii. Money market instruments
- iii. Units in collective investment schemes
- iv. Derivatives (including options, futures, swaps, and forward rate agreements) linked to securities, currencies, interest rates, or other financial metrics, settled in cash or physically
- v. Derivative contracts based on commodities that are cash-settled or optionally cash-settled
- vi. Commodity derivatives that are physically settled and traded on regulated markets or multilateral trading facilities (MTFs)
- vii. Physically settled commodity derivatives not covered in (vi) that are similar in nature to financial instruments, considering factors like central clearing or margin requirements
- viii. Instruments used to transfer credit risk
- ix. Contracts for differences
- x. Derivatives tied to variables such as weather, freight, emissions, inflation, or other official data, which are cash-settled or optionally cash-settled and functionally equivalent to financial instruments

- **FX Contract** – An agreement between you and FINEXGROW to exchange one currency for another at a pre-agreed rate.
- **Order** – Any instruction you issue to us through your account for the purpose of executing a transaction.
- **FINEXGROW Trading Desk** – The operational centre within FINEXGROW where trading activity is managed.
- **FINEXGROW Online Trading System** – Our web-based platform that allows you to submit trading instructions electronically.

- **US Reportable Persons** – Under FATCA, this term includes:
  - a) U.S. citizens (including dual nationals)
  - b) U.S. tax residents
  - c) Domestic partnerships
  - d) U.S. corporations
  - e) U.S.-based estates (excluding foreign estates)
  - f) U.S. trusts (where a U.S. court has jurisdiction over administration and U.S. persons control decisions)
  - g) Any other individual or entity that does not qualify as foreign under U.S. tax law
- **Secured Obligations** – The outstanding amount you owe us, calculated after applying any set-off rights as outlined in Clause 13 regarding client funds.
- **Services** – The investment services we deliver to clients under the terms of this Agreement.
- **System** – All necessary computing hardware, software, internet infrastructure, and other components required for you to access and use our Electronic Services.
- **Transaction** – Any agreement made under this Agreement, including but not limited to CFDs, spot or forward deals, options, futures, or other derivatives linked to commodities, currencies, interest rates, securities, indices, or other underlying assets for which we are licensed to provide services.

# INTRODUCTION

## Scope of the Agreement

This Agreement outlines the terms under which we will provide our services to you. It governs all Transactions initiated or remaining open between us from the time you accept this Agreement.

## Effective Date

This Agreement replaces any prior agreements between you and us related to the same subject matter and becomes effective upon your acceptance, which is given through our website. The terms of this Agreement apply to all Transactions executed or intended to be executed under it. The relationship

between you, the Customer, and FINEXGROW shall be regulated by the terms outlined herein.

This Agreement is considered a distance contract and carries the same legal obligations and enforceability as a physically signed contract. Should you prefer a signed version, you may print and send two (2) signed copies to FINEXGROW. Upon receipt, we will countersign and stamp the documents and return one fully executed copy to you.

We reserve the right to modify this Agreement at any time, with notice provided either through email or on our official website. Amendments will not affect Transactions carried out before the effective date of the changes unless mutually agreed. If you do not accept the revised terms, you have the right to terminate the Agreement in accordance with Clause 18.

## **GENERAL**

### **Language**

This Agreement is provided to you in English, and all communication between us will be conducted in English throughout the duration of the Agreement. However, where possible, we may also communicate with you in other languages in addition to English.

### **Communication with Us**

You may contact us in writing (including by fax), through email or other electronic means, or verbally (including by phone). Our contact information is provided in Clause 20 (Miscellaneous) under the section titled "Notices". The primary language for communication will be English, and all documents and information you receive from us will be in English. However, for your convenience, we will make reasonable efforts to communicate with you in other languages when appropriate.

Our website provides additional details about our company, services, and other relevant information related to this Agreement. In case of any discrepancy between the terms of this Agreement and the content on our website, the terms of this Agreement will take precedence.

FINEXGROW may monitor your communications to assess service quality, ensure compliance with this Agreement, maintain the security of our website, or for other purposes. You agree that such monitoring activities do

not grant you any right to take legal action or claim against FINEXGROW based on how we monitor your communications.

### **Legal Age**

The services and products provided by the Company are available only to individuals who are at least 18 years old (or the legal age in your jurisdiction). You confirm that you are at least 18 years old and legally able to enter into a binding contract, and that all registration details you provide are accurate and truthful. The Company reserves the right to request proof of age, and your account may be suspended until satisfactory proof is provided. The Company may also refuse to offer its services to any individual or entity at its sole discretion and may change its eligibility criteria at any time.

### **Capacity**

We act as the principal and not as your agent, and you enter this Agreement as the principal, not as an agent (or trustee) for anyone else. We will treat you as a retail client in accordance with applicable regulations. You have the right to request a different client classification, but if such a change is agreed to, the protection offered by these regulations may be reduced. This could affect, but is not limited to, the following:

1. The requirement for us to act in your best interests.
2. Our obligation to provide appropriate information before offering services.
3. Restrictions on payments or inducements we may receive.
4. Our duty to ensure the best execution of your orders.
5. The need to implement fair and efficient procedures for executing your orders.
6. The requirement for us to provide adequate reports on the services we offer.

### **Banned/Restricted Jurisdictions**

The Company reserves the right to limit its services to certain jurisdictions and may designate specific countries as restricted for client engagement. Currently, we do not accept new clients or account openings from the following countries: Australia, Brazil, Democratic Republic of Congo, Eritrea, Hong Kong, Israel, Japan, Libyan Arab Jamahiriya, New Zealand, North Cyprus, North Korea, Russia, Singapore, Somalia, Sudan, all U.S. jurisdictions, and all EU countries. This list may change at any time, and we may do so

without prior notice at our sole discretion.

By agreeing to this Agreement, you confirm that you do not reside in any of the countries listed above, and you agree to inform the Company if your situation changes. The Company reserves the right to request further information to verify compliance with this clause.

### **General Interpretation**

Any reference to a “clause” or “Schedule” in this Agreement refers to the respective clause or Schedule within this document unless stated otherwise. References to laws, statutes, or regulations in this Agreement include any amendments or re-enactments. A reference to a "document" includes electronic documents. The masculine form includes the feminine and neutral forms, and the singular form includes the plural, as applicable. Terms defined in the Applicable Regulations carry the same meaning in this Agreement unless explicitly defined otherwise. The clauses in any attached Schedules (as amended from time to time) will apply. We may periodically provide you with additional Schedules for specific Transactions. If there is any conflict between the clauses in any Schedule and this Agreement, the clauses in the Schedule will prevail. The inclusion of a specific clause in a Schedule for one Transaction does not prevent a similar clause from being implied or expressed for any other Transaction. You acknowledge that you have read, understood, and agreed to the Schedules attached to this Agreement.

### **Headings**

The headings used in this Agreement are for convenience and reference only, and they do not form part of the Agreement itself.

## **4. REGULATION**

### **Compliance with Applicable Regulations**

This Agreement, along with all Transactions, is governed by the Applicable Regulations, meaning:

1. No provision in this Agreement shall limit or exclude any obligation we owe to you under the Applicable Regulations.
2. We reserve the right to take, or refrain from taking, any actions we deem necessary to comply with the Applicable Regulations.

3. All Applicable Regulations, as well as any actions or omissions we make to comply with them, will be binding on you.
4. Any actions we take, or fail to take, to ensure compliance with Applicable Regulations will not result in liability for us or any of our directors, officers, employees, or agents.

### **Regulatory Body Actions**

If a regulatory authority takes any action that impacts a Transaction, we may take any steps we believe, in our reasonable judgment, are necessary to address such action or minimize any loss resulting from it. Any such actions will be binding on you.

If a regulatory body initiates an inquiry into any of your Transactions, you agree to cooperate fully with us and promptly provide any requested information related to the inquiry.

## **5. COST AND PAYMENTS**

### **Additional Costs**

You should be aware that other taxes or fees may apply that are not imposed or collected by us. If any value-added tax or other tax liabilities arise from a transaction conducted on your behalf or any other actions carried out under this Agreement for you, you are fully responsible for paying these amounts. You must settle such amounts with FINEXGROW when requested, and we have the right to debit your account to cover these costs (excluding taxes related to FINEXGROW's income or profits).

### **Payments**

All payments you make under this Agreement must be in the currency we specify, and paid to the designated bank account we provide for this purpose. Payments should be made by you without any deductions or withholdings.

### **Remuneration and Sharing of Fees**

We may share fees with partners, affiliates, agents, or business introducers related to Transactions executed on your behalf. If you require additional information about the commissions and fees we pay to business introducers or affiliates, you can request this from us, and we will provide the details.



## **Rollovers and Interest**

A daily financing fee may apply to each FX/CFD position open at the close of FINEXGROW's trading day. If applicable, this fee may be payable by you directly to FINEXGROW, or it may be credited to your account, depending on the type of FX/CFD and your position. The financing charge calculation method depends on the type of FX/CFD and is linked to interest rates like LIBOR. The fee will be credited or debited to your account on the next trading day. FINEXGROW has the discretion to alter the calculation method, rates, or types of FX/CFDs subject to financing charges without prior notice.

For certain FX/CFDs, a commission is charged to open and close positions. This commission will be debited from your account when FINEXGROW opens or closes the position.

## **Conversion Fees (Web Trader platform)**

Conversion fees will apply if your account currency differs from the quoted currency of the underlying asset. These fees are applied as a percentage of the conversion rate used and will impact conversions related to Used Margin, Profit and Loss, Overnight Rollovers (Financing), CFD Rollovers, and Corporate Actions. For example, if your account is in US Dollars and you open a position in an asset quoted in Euros (e.g., Germany30), the Used Margin will be converted into USD with a fixed percentage mark-up applied to the conversion rate.

## **CFD Rollover (Web Trader platform)**

When a CFD is based on a future contract that expires, the underlying asset will be switched to the next contract of the same type. You can check the "CFD Expiration Dates" section on the FINEXGROW website for the rollover calendar. A premium or discount will be applied to your account based on the price difference between the two futures contracts. For example, if you sell 1 lot of EURUSD, rollover costs will apply based on the amount traded, and the rate may vary over time. Always check the "CFD Expiration Dates" on our website for updated rates.

## **Overnight Rollover Swap**

Any open FX/CFD position held at the end of the trading day or over the weekend will automatically roll over to the next business day to avoid settlement. You acknowledge that when rolling over, a premium may be added or subtracted from your account. Rollover calculations occur at 22:00 GMT (or 21:00 GMT during daylight savings) and will be credited or debited

accordingly. For FX pairs, on Wednesdays, rollover fees are tripled to account for the weekend. Similarly, for Shares CFD, on Fridays, rollover fees are tripled.

The following instruments will also incur a triple-swap fee on Wednesdays: Gold, Silver, EUR/RUB, USD/RUB, USD/CAD, and USD/TRY. The premium amount will be determined at FINEXGROW's discretion and applied to your account accordingly

## **6.RIGHT TO CANCEL**

You have the right to cancel this Agreement within fourteen days from the date it is concluded or from the date you receive this Agreement, whichever is later (the "Cancellation Period"). If you wish to cancel within this period, you must provide written notice to: FINEXGROW, or send it electronically to: support@FINEXGROW.com.

Please note that cancelling this Agreement within the Cancellation Period will not affect any transactions you have entered into during that time. If you do not cancel the Agreement within the Cancellation Period, you will remain bound by its terms, though you can still terminate it in accordance with Clause 18 (Termination without Default)

## **7.NON-ADVISED Execution Only**

FINEXGROW operates on an execution-only basis, meaning we do not provide advice on the suitability or merits of specific transactions, nor do we offer advice on the tax implications of those transactions.

### **Personal Judgment and Suitability**

Without affecting our obligations above, when requesting us to carry out any transaction, you confirm that you are fully responsible for independently assessing the risks involved. You represent that you possess sufficient market knowledge, sophistication, professional advice, and experience to evaluate the potential benefits and risks of any transaction.

Additionally, you confirm that you have reviewed and accepted the Risk Disclosure Statement and guidelines relating to financial instruments and markets available on our website.

We do not guarantee that the products offered under this Agreement are suitable for you, and we do not assume any fiduciary responsibilities in our relationship with you. You bear full responsibility for any investment strategy, transaction, or investment, including any related tax consequences, and for any outcomes resulting from transactions you engage in. FINEXGROW will not be held liable, nor should you rely on us for such matters.

### **Incidental Information and Investment Research**

In cases where we provide general trading recommendations, market commentary, or other information via newsletters or on our website:

1. These are supplementary to your dealings with us and are provided solely to assist you in making your own investment decisions. They do not constitute investment advice.
2. If such information is part of a document that restricts distribution to specific individuals or groups, you agree not to share it with those restricted persons or groups.
3. We do not make any guarantees regarding the accuracy or completeness of this information or its tax consequences.
4. You acknowledge that, prior to distribution, we may have used or acted on this information ourselves. Additionally, we cannot guarantee the timing of when you will receive such information, nor can we ensure you will receive it simultaneously with other clients. Published research or recommendations may be made available through various screen services.

### **Conflicts of Interest Policy**

In accordance with Applicable Regulations, FINEXGROW has procedures in place to manage conflicts of interest between FINEXGROW and its customers, as well as between different customers. FINEXGROW will make reasonable efforts to prevent conflicts of interest, and when conflicts arise that cannot be avoided, we will ensure fair treatment, maintain the highest level of integrity, and protect your interests at all times.

You confirm that you have read and accepted the Conflict of Interest Policy, which was provided to you during the registration process and is also available on the FINEXGROW website.

## **8.CUSTOMER ACCOUNTS AND INITIAL DEPOSITS**

The Client acknowledges and agrees that the Company reserves the right, upon providing written notice, to suspend any trading account due to legal or regulatory requirements.

### **Documents**

When you register for the Services, FINEXGROW will require you to submit certain identifying details as part of the account creation process to enable us to verify your identity and categorize you appropriately. You consent to sharing with FINEXGROW personal information that will be used to authenticate your identity and categorize you. This data will be handled according to our rigorous verification procedures designed to prevent international money laundering and to safeguard the security of our clients' trading activities, as outlined in our "Privacy Policy."

Prior to opening your trading account, you must provide your bank account information so FINEXGROW can return any funds related to your account. If registering as a legal entity, you confirm that you are authorized to bind that entity to this Agreement. FINEXGROW will handle the information you provide with care in line with our disclosures during the registration process and our Privacy Policy.

Before placing any orders with FINEXGROW, you must read and accept this Agreement, including the risk disclosure statement, the trading policies outlined in clause 9 below, and all relevant addenda. You must also deposit sufficient funds into your account and have your customer registration form and supporting documents approved by FINEXGROW. You will be notified by email once your registration is approved.

FINEXGROW may, at its discretion, require you to submit signed documents in addition to the online acceptance of this Agreement, including but not limited to this Agreement and the risk disclosure statement.

### **Currency of Accounts**

You may open your trading account(s) in USD, EUR, GBP, or any other currency that FINEXGROW may offer. Your account balance will be calculated and reported to you in the currency in which your account is held.

### **Joint Accounts**

In addition to the conditions stated in Clause 9 under "Authority" regarding joint account holders, the following terms apply:

1. All joint account holders will be jointly and severally liable for all obligations arising from the joint trading account with FINEXGROW.
2. Each joint account holder is individually responsible for adhering to the terms of this Agreement.
3. If a dispute arises between joint account holders, we may require both or all parties to provide written instructions.
4. If one joint account holder passes away, the remaining account holders may continue using the trading account, and the provisions of this section will remain in effect for the surviving parties.
5. By providing personal and financial information for other joint account holders when opening or managing a joint account, you confirm that you have their consent or the legal right to share this information with us for use under this Agreement.
6. Any joint account holder may request the closure of the account and the transfer of balances, unless circumstances require authorization from all account holders.
7. Each account holder will have exclusive access to the funds they initially deposited into the joint account. Should you wish to withdraw these funds, you will need to complete and submit a withdrawal form, either in paper or electronically. Once we receive the completed form, you will be authorized to withdraw up to the available balance, provided you meet the conditions outlined in clause 9 for withdrawals.

8. For joint accounts, if any account holder wishes to withdraw funds, they must complete and submit a withdrawal form. Upon receipt of the completed form and fulfilment of withdrawal conditions, FINEXGROW will process the withdrawal and credit the funds to the original payment method used.
9. For this Agreement to be valid and binding, all joint account holders must sign it. If any account holder wishes to terminate this Agreement and close the joint account, the written consent of all account holders must be obtained, as specified in Clause 17 of this Agreement.
10. FINEXGROW is required to comply with the U.S. Intergovernmental Agreement (FATCA) and has implemented necessary procedures to adhere to FATCA regulations. The Client acknowledges that FINEXGROW, as a Foreign Financial Institution (FFI), must disclose relevant information about U.S. reportable persons to the authorities in accordance with FATCA's reporting requirements. The Client may contact FINEXGROW for further details or clarification before signing this Agreement.
11. FINEXGROW may collect, store, and process personal data for the purpose of complying with the Common Reporting Standard (CRS) and for tax-related purposes.

## **Islamic Accounts**

If a customer adheres to Islamic religious beliefs that prohibit the receipt or payment of interest, they may choose to designate their trading account as a "swap-free" account, which will not incur premiums, rollovers, or interest charges ("Islamic Account"). FINEXGROW reserves the right to revoke the swap-free status of any account at its discretion, with no obligation to provide an explanation or justification. Such revocation may occur if trades are held for more than seven days or if positions are closed.

The customer affirms that any request to classify their account as Islamic is made solely due to their religious beliefs and not for any other reason. FINEXGROW retains the right to reject any such request at its sole discretion, which shall be final and non-contestable.

If FINEXGROW suspects abuse of the rights granted by the Islamic Account classification, it may take actions such as:

- Imposing commissions on each trade executed on the Islamic Account;
- Revoking the Islamic Account status and reverting it to a standard trading account;
- Restricting or prohibiting hedging of positions;
- Closing open positions at market price and reinstating them.

The customer acknowledges and agrees to bear any associated costs from such actions, including, but not limited to, changes in the spread.

## **9. TRADING POLICIES AND PROCEDURES – Bonus Policy for Forex and CFDs**

FINEXGROW provides a range of attractive rewards for both new and existing clients, such as bonuses and one-time trading credits. These rewards are time-sensitive offers, and the associated terms and conditions may change. You will have the option to accept or decline any bonus reward you are offered. Please note that by agreeing to the terms and conditions during your registration with the company, you understand that these promotions are limited in nature and hold no real value except while they remain in your account. If you have any questions or require more information about bonuses and rewards, please review the Bonus Policy. Additionally, we advise you to consult your account manager in writing before engaging in any promotional activities.

### **Placing Instructions**

You can issue instructions to us electronically via the FINEXGROW Online Trading System. If instructions are received via telephone, computer, or other means, we may require you to confirm them in writing. We are authorized to act upon the instructions, even if they are not confirmed in writing. In this agreement, "instructions" and "orders" are considered the same.

### **Types of Orders Accepted**

FINEXGROW accepts various order types, including but not limited to:

1. **Good till Cancelled (GTC):** An order that remains effective until it is either filled or cancelled by the client.
2. **Limit:** An order to buy or sell at a specified price. A buy limit order will be executed when the ask price is at or below your specified price, and a sell limit order will be executed when the bid price is at or above your specified price.
3. **Market:** An order to buy or sell at the current market price as provided by FINEXGROW.
4. **One Cancels the Other (OCO):** An order linked to another. If one order is executed, the other is automatically cancelled.
5. **Stop Loss:** An order to buy or sell at a price that is worse than the opening price of an open position, used to minimize losses. Stop loss orders are not guaranteed and may be filled at a price different from the set stop price due to market fluctuations.
6. **Trailing Stop:** Similar to a stop loss, but with the added feature that it adjusts to maintain a fixed distance from the current market price.

After submitting an order, you are responsible for monitoring confirmations and communications until all open orders are completed. If the validity or expiration of an order is not specified, it will be considered indefinite.

## Currency of Trades

Unless otherwise stated, all trades will be conducted in U.S. Dollars (USD).

## Order Acceptance Terms

Orders placed via the FINEXGROW Trading Platform cannot be revoked unless with FINEXGROW's written consent, which is at FINEXGROW's sole discretion. FINEXGROW is not liable for failure to execute orders and may reject any order if there are insufficient funds in your account or if the order is illegal. Orders placed via means other than the Trading Platform will be processed as if they were received via the Trading Platform.

## Execution Policy

FINEXGROW strives to obtain the best possible execution for its clients, considering factors such as price, speed, likelihood of execution, and order size. The relative importance of these factors is rated high. As FINEXGROW



is the sole execution venue for your orders, we are the principal in every transaction.

### **Authority to Act on Instructions**

We may act upon instructions that appear to be from you, provided they include your correct account number and password. For joint accounts, instructions from any one account holder are deemed valid without further inquiry. We will not be responsible for any mistakes arising from these instructions.

### **Cancellation and Withdrawal of Instructions**

You may cancel orders through the FINEXGROW Trading System, but once an order is executed, you can only withdraw or amend it with our consent. FINEXGROW is not responsible for any claims or losses arising from the failure to cancel orders.

### **Right to Reject Orders**

FINEXGROW may refuse to accept any order without obligation to provide a reason, although we will inform you promptly if an order is declined.

### **Control of Orders Prior to Execution**

FINEXGROW reserves the right to implement limits or parameters on your ability to place orders, which may be adjusted at our discretion. This includes controls on maximum order amounts, positions, and exposure, among others. Should you exceed these limits, your trade may be blocked or suspended.

### **Trade Adjustments**

Forex transactions are highly leveraged, meaning small market movements can significantly impact your funds. FINEXGROW may adjust leverage, spread, or margin requirements without prior notice, especially during periods of market volatility. Clients agree to indemnify FINEXGROW for any losses resulting from such adjustments. Additionally, the company operates on a negative balance protection basis, ensuring you cannot lose more than your initial investment.

## **Order Execution**

While FINEXGROW endeavours to execute orders promptly, we cannot guarantee that execution will occur exactly as instructed due to potential market conditions. We will inform you of any issues that affect order execution.

## **Confirmations**

Confirmations for executed transactions will be available in your account at the end of each trading day. It is your responsibility to notify us of any discrepancies within five business days. Monthly or quarterly account statements can be requested via email.

## **Cancellation of Trades**

FINEXGROW reserves the right to cancel transactions if fraud, illegal activities, system errors, or other issues are identified. We may also cancel transactions involving arbitrage or manipulated prices and withhold profits derived from such trades.

## **Deposit Disabling and Cancellation**

FINEXGROW may refuse deposits or cancel them in certain situations, such as when identification documents are missing, or if there is suspicion of fraudulent activity. If a deposit is cancelled, funds will be returned unless they are confiscated by a regulatory authority.

## **Performance and Settlement**

You are responsible for delivering any necessary instructions, funds, or documents related to transactions. Position limits may be imposed, and FINEXGROW may close positions to enforce such limits.

## **Roll Over Feature**

Under certain conditions, clients can extend the expiration time of a position via the Roll Over feature, which requires an additional 30% of the initial deposit and can only be used once per position. This option is available up to 15 minutes before expiration.

## **Improper or Abusive Trading**

FINEXGROW does not tolerate any form of abusive trading, including exploiting price errors or engaging in market manipulation. If such behaviour is detected, FINEXGROW may adjust spreads, restrict access to live quotes, and take further actions such as recovering any profits gained from improper trading or terminating the trading relationship.

## **Prohibited Trading by Employees and Associates**

Employees, former employees, and business associates of FINEXGROW are prohibited from trading with any FINEXGROW brand without prior written approval. Unauthorized trading will be treated as abusive, and accounts may be closed, with any funds confiscated.

## **Withdrawals**

Once approved, withdrawals will be processed to the original funding source. You are responsible for ensuring accurate payment details. Withdrawal fees may apply, depending on the method, and the minimum withdrawal for most methods is \$20, with wire transfers requiring a minimum of \$100. If you request a withdrawal that requires closing positions, the withdrawal will be processed once sufficient positions are closed.

## **Stock-Related Pay-outs on CFDs**

In the case of stock-related events like dividends, FINEXGROW will credit clients holding long CFD positions with the equivalent dividend amount and deduct it from clients holding short positions.

## **Inactive and Dormant Accounts**

Accounts that have been inactive for 90 days or more will incur a maintenance fee. Accounts that remain inactive for 12 months will be classified as dormant and may incur an annual inactivity fee. Reactivation of dormant accounts requires contacting customer support.

## **Electronic Trading Terms**

**Scope:**

These terms govern your use of any Electronic Services we provide.

**Access and Trading Hours:**

Once you complete the required security procedures for accessing our Electronic Services, you will be able to access the FINEXGROW website and/or trading platforms to place orders for available Financial Instruments and engage in Transactions with FINEXGROW. You can trade through FINEXGROW Trading Platforms using a personal computer, smartphone, or other internet-enabled devices. FINEXGROW may, at its sole discretion, terminate your access to its systems to safeguard both your and the Company's interests and to maintain system efficiency. All trading times listed are in Greenwich Mean Time ("GMT"), using the 24-hour format. Typically, our Electronic Services are available continuously from 21:00 GMT Sunday to 21:00 GMT Friday (winter time), excluding public holidays or periods of market closure due to low liquidity. Refer to our website for specific financial instrument operating hours. We may adjust these hours at our discretion, and any changes will be reflected promptly on our website. The operating hours on our websites are authoritative. We reserve the right to update security procedures and will notify you of any changes.

## **10. Electronic Order Entry for Market Orders Equals Order Execution:**

To place an online Forex order, go to the Markets window and click "BUY/SELL" for the chosen market. Enter the price and lot size in the window that appears. The order will be executed once you confirm, provided your account has sufficient funds. Orders can fail for various reasons, such as price changes by dealers, insufficient margin, unspecified lot sizes, or unexpected technical issues.

**Restrictions on Services:**

There may be limits on the number of Transactions or the total value of those Transactions you can make through our Electronic Services. For details, please refer to our website.

**Access Requirements:**

You are responsible for providing the necessary system to access the Electronic Services.

**Virus Detection:**

You are responsible for installing and maintaining any virus detection software we may require from time to time.

**Use of Information, Data, and Software:**

If you receive any data, information, or software that you are not authorized to access, you must immediately notify us and refrain from using such materials.

**Maintaining Standards:**

While using Electronic Services, you must:

1. Ensure your system is in good condition and compatible with the Electronic Service.
2. Perform necessary tests to verify your system meets our requirements.
3. Conduct regular virus checks.
4. Notify us immediately of any unauthorized access or transactions.
5. Do not leave the terminal unattended or allow others to use it without logging off the service.

**System Defects:**

If you discover a material defect, malfunction, or virus in the system or an Electronic Service, you must inform us immediately and stop using the service until you receive our approval to resume.

**Intellectual Property:**

All intellectual property rights related to the Electronic Services, including patents, copyrights, and trademarks, are owned by us or our licensors. You may not copy, alter, modify, or reverse engineer the Electronic Services without our express written consent. Any copies made under the law must comply with the terms of this Agreement, and you must retain our trademark and copyright notices.

**Liability and Indemnity:**

1. **System Errors:** We are not liable for damages resulting from transmission errors, technical faults, network problems, or internet service provider issues. You acknowledge that access to Electronic

Services may be limited due to these issues, and we reserve the right to suspend services for this reason.

2. **Delays:** We are not liable for delays, inaccuracies, or errors in data, prices, or transactions caused by third-party providers or system delays.
3. **Viruses from an Electronic Service:** We are not liable for any viruses, worms, or similar items introduced into the system, as long as we have taken reasonable precautions to prevent such occurrences.
4. **Viruses from Your System:** You must ensure your system is free from viruses and indemnify us for any losses arising from viruses introduced into our network.
5. **Unauthorized Use:** We are not liable for any loss or damage resulting from unauthorized use of the Electronic Service. You must indemnify us for any losses arising from the use of your login credentials by others.
6. **Markets:** We are not liable for actions taken by exchanges, clearing houses, or regulatory bodies.
7. **Suspension or Withdrawal with Notice:** We may suspend or permanently withdraw an Electronic Service with 24 hours' written notice.
8. **Immediate Suspension or Withdrawal:** We may suspend or withdraw your access to an Electronic Service immediately, without notice, if we deem it necessary due to non-compliance, breach of the Agreement, security issues, or system failures. Additionally, your access may terminate automatically if our license to use the service ends or if this Agreement terminates.
9. **Effects of Termination:** Upon termination, you must return or destroy any hardware, software, or documentation we provided in connection with the Electronic Service and all copies of such materials.

## 11. Margining Arrangements

### Contingent Liability:

When we carry out or arrange a Transaction, it is important to note that, depending on the specifics of the Transaction, you may be required to make additional payments if the Transaction is not completed or if your position is settled or closed early. You may be asked to make further variable payments

as margin against the investment's purchase price, rather than paying the full price immediately. The amount of margin required will fluctuate based on the market price movement of your investment. We will monitor your margin needs daily and will notify you of any margin payments required as soon as reasonably possible.

**Margin Call:**

You agree to pay us any margin amounts we reasonably request, from time to time, in order to protect us against potential losses or risks associated with current, future, or contemplated Transactions under this Agreement.

**Failure to Meet Margin Call:**

If you do not meet a margin call, we may close out your position immediately.

**Form of Margin:**

Margins must be paid in cash in a currency acceptable to us, as determined by the Company. Cash margin paid to us will be held in accordance with Client Money Rules, as client funds. Margin deposits can be made via wire transfer, credit card, e-wallet, or other methods as specified by the Company.

**Set-off on Default:**

If an Event of Default occurs or this Agreement is terminated, we may offset any cash margin owed to you against your obligations to us (as reasonably determined by us). The net balance, if any, payable after the offset will include the Liquidation Amount as specified in Clause 15 (Netting).

**Further Assurance:**

You agree to execute any additional documents and take necessary actions as we reasonably request to perfect our security interest over, and obtain legal title to, the Secured Obligations.

**Negative Pledge:**

You agree not to create or maintain any security interest over, or agree to assign or transfer, any cash margin transferred to us, except for a lien that is standard in clearing systems where such securities may be held.

**General Lien:**

In addition to any rights we may have under this Agreement or applicable

regulations, we will have a general lien on all cash held by us, our Associates, or our nominees on your behalf until your Secured Obligations are satisfied.

## **12.Client Funds**

### **Client Funds Handling:**

We manage the funds received from you or held on your behalf in compliance with applicable regulations. Specifically, funds intended for trading will be held in an account with a bank or financial institution chosen by FINEXGROW, which will be specified from time to time, and the account will be in the name of FINEXGROW. By agreeing to this Agreement, you authorize FINEXGROW to perform any necessary transfers to reconcile the bank account balance with your trading account balance. This includes, but is not limited to, withdrawals for settling transactions carried out under this Agreement and payments due to FINEXGROW or any third party. It is understood that any payment from FINEXGROW to you will be made directly to a bank account in your name as the beneficial owner. Fund transfer requests will be processed by FINEXGROW according to the timeframes outlined on our official website, with the crediting time depending on your bank provider. You agree that any amounts sent to FINEXGROW's bank account will be deposited into your trading account based on the payment's received value date, after deducting any fees or charges imposed by the bank or any intermediary involved. To accept deposits, FINEXGROW must verify the identity of the sender to ensure that the funds are coming from you. If these conditions are not met, FINEXGROW reserves the right to refund the net amount deposited using the same method as the original deposit.

### **Interest:**

You acknowledge that you will not earn any interest on the balance in your account.

### **Unclaimed Client Funds:**

If there is no activity on your balance for six years, we may stop treating your funds as client funds. We will notify you at your last known address of



our intent to cease treating the balance as client funds, giving you 28 days to make a claim.

**Liability and Indemnity:**

You agree that we will not be responsible for any default or failure of any counterparty, bank, custodian, or other entity holding your funds or involved in the transactions conducted on your behalf. The Company is not liable for any losses you may incur in relation to the funds held by us, except where the loss is a direct result of our gross negligence, wilful misconduct, or fraud.

## **13. Representations, Warranties, and Covenants**

**Representations and Warranties:**

You represent and warrant to us, as of the effective date of this Agreement and the date of each Transaction, that:

1. If you are an individual, you are of legal age and have the full legal capacity to enter into this Agreement.
2. If you are not an individual:
  - A. You are properly organized and validly existing under the laws of the jurisdiction in which you are established.
  - B. The execution and delivery of this Agreement, all Transactions, and the fulfilment of obligations under this Agreement have been duly authorized by you.
  - C. Any natural persons acting on your behalf to execute and deliver this Agreement or enter into Transactions have been duly authorized by you, and their identities and relationships with you have been disclosed to us with all necessary supporting information and documentation.
3. You have all necessary authority, powers, consents, licenses, and authorizations to lawfully enter into and perform this Agreement and any associated Transactions, including granting any security interests as outlined in this Agreement.

4. The individuals entering into this Agreement and each Transaction on your behalf are duly authorized, and their relationship with you has been disclosed to us with all required information and documentation.
5. This Agreement, each Transaction, and the obligations they create are binding and enforceable against you in accordance with their terms (subject to applicable principles of equity), and they do not violate any regulation, order, charge, or agreement to which you are subject.
6. No Event of Default or any event that could potentially become an Event of Default (a "Potential Event of Default") has occurred or is continuing with respect to you or any Credit Support Provider.
7. You act as the principal and sole beneficial owner (not as a trustee) in entering into this Agreement and each Transaction. If you wish to open multiple accounts with FINEXGROW, whether as an individual or the beneficial owner of a corporate client, you must immediately disclose your beneficial ownership during the account opening process and provide the necessary information and documentation regarding the relationship between you and any other natural or legal persons.
8. Any information provided by you regarding your financial status, domicile, or other matters is true and not misleading in any significant way.
9. You are not located in any jurisdiction that is prohibited under applicable regulations. We reserve the right to request additional information to verify compliance with this requirement.
10. You are willing and financially able to bear the risk of a total loss of funds from Transactions, and trading is a suitable investment for you.
11. Except as otherwise agreed by us, you are the sole beneficial owner of all funds transferred under this Agreement, free of any security interests, except for a lien commonly imposed on securities in a clearing system.

**Covenants:**

You covenant to us that:

1. You will obtain and maintain, in full force and effect, all authority, powers, consents, licenses, and authorizations as required by this Agreement.

2. You will promptly notify us if any Event of Default or Potential Event of Default occurs with respect to you or any Credit Support Provider.
3. You will take all reasonable steps to comply with all applicable regulations in relation to this Agreement and any Transaction that apply to you or us.
4. You will not place orders or take any action that could mislead the market regarding the demand or value of a financial instrument. Additionally, you will not place orders that may violate applicable regulations or manipulate the system, including but not limited to attempts to exploit price delays, trade at off-market prices, or abuse the system for manipulated pricing.
5. Upon request, you will provide us with any information necessary to verify the matters addressed in this clause or to comply with applicable regulations.

**Understanding and Agreement:**

You acknowledge and understand that if FINEXGROW has sufficient evidence to indicate that certain amounts received by you are proceeds of illegal activities or criminal acts and/or belong to a third party, FINEXGROW reserves the right to return these amounts to the sender, whether that sender is you or a beneficial owner of a legal entity. Furthermore, you understand that FINEXGROW may reverse any Transactions conducted in your Trading Account and may terminate this Agreement. FINEXGROW, at the discretion of its compliance officer, may report suspicious transactions to the relevant authorities. FINEXGROW reserves the right to take legal action to cover and protect itself and may seek damages resulting from your actions that caused harm to FINEXGROW.

## **14.Events of Default**

The following events will constitute Events of Default, upon the occurrence of which FINEXGROW shall have the right to exercise its rights as outlined below:

1. You fail to make any payment required under this Agreement when due, or you do not comply with any other obligation under this

Agreement, and this failure continues for one Business Day after we have notified you of the non-performance.

2. You initiate a voluntary process or procedure seeking liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or any other similar relief for you or your debts under any bankruptcy, insolvency, regulatory, supervisory, or similar law (including laws that may apply to you if insolvent), or request the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian, or any other similar official for you or a significant portion of your assets, or take corporate action to authorize any of the above. If seeking reorganization or arrangement, we do not consent to your proposals.
3. An involuntary proceeding is initiated against you, seeking liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or similar relief under any bankruptcy, insolvency, regulatory, supervisory, or similar law, or the appointment of a Custodian for you or your assets, and such proceeding:
  - A. Has not been dismissed within five days of its initiation.
  - B. Has been dismissed within that period, but only due to insufficient assets to cover the costs of the proceeding.
4. You die, become mentally incapacitated, are unable to meet your debt obligations, or become bankrupt or insolvent under applicable laws, or any of your debts become due or capable of being declared due before their maturity. Alternatively, if any legal action, execution, attachment, garnishment, distress, or encumbrance occurs on your property or assets.
5. You or any Credit Support Provider, or any Custodian acting on behalf of you or your Credit Support Provider, disaffirms, disclaims, or repudiates any obligation under this Agreement or any related guarantee, security agreement, margin agreement, or other supporting document.
6. Any representation or warranty made by you under this Agreement or any related Credit Support Document is found to be materially false or misleading at the time it was made.
7. You or any Credit Support Provider fail to comply with or perform any obligation under the relevant Credit Support Document.
8. Any Credit Support Document expires or is no longer effective before you have fulfilled all your obligations under this Agreement, unless we have agreed otherwise in writing.

9. Any representation or warranty made by a Credit Support Provider under any Credit Support Document proves materially false or misleading at the time it was made.
10. Any event described in Clauses 14.2 to 14.4 in this Agreement occurs with respect to any Credit Support Provider.
11. Any situation arises where we determine it necessary or advisable for our protection, or an event occurs that could have a significant negative impact on your ability to fulfil your obligations under this Agreement.
12. You fail to disclose to us your role as the beneficial owner of more than one account you maintain with us or your role as a money manager for any other client of ours.
13. You take advantage of price delays, placing orders at outdated prices, trading at off-market prices or outside trading hours, manipulating the system to trade at non-quoted prices, or engage in any other form of improper trading.
14. Any event of default occurs in relation to you under any other agreement between us.

## **15. Netting Rights Upon Default**

Upon the occurrence of an Event of Default, we reserve the right to exercise the provisions of this clause, with the exception of any Event of Default specified in Clause 14.2 or Clause 14.3, which are referred to as "Bankruptcy Defaults." In such cases, the automatic termination provision outlined in this clause will take effect.

### **Liquidation Date**

Following the occurrence of an Event of Default, and subject to the conditions of the following sub-clause, we may, through notice to you, designate a specific date (the "Liquidation Date") for the termination and liquidation of Transactions in line with this clause.

## **Automatic Termination**

In the event of a Bankruptcy Default, the occurrence of this event will automatically trigger the Liquidation Date, without requiring any notice from us. The provisions outlined in the subsequent sub-clause will then be applicable.

## **Calculation of Liquidation Amount**

Upon the occurrence of a Liquidation Date:

1. Neither party shall be required to make any further payments or deliveries under any Transactions that would have otherwise been due on or after the Liquidation Date. These obligations will be settled by the payment, set-off, or other means of satisfying the Liquidation Amount (as defined below).
2. We will determine, either on or as soon as reasonably practicable after the Liquidation Date (with appropriate discounts if necessary), the total cost, loss, or gain for each Transaction. This will be expressed in the Base Currency, which we will specify in writing or, if not specified, in the lawful currency of the United States. This calculation will account for any loss of bargain, funding costs, or any related trading position termination, liquidation, establishment, or performance. If applicable, market quotations or official settlement prices from the relevant exchange, available on or just before the calculation date, will be considered.
3. We will treat any costs or losses to us, as determined above, as positive amounts, and any gains by us as negative amounts. All of these amounts will be aggregated to yield a single net amount, either positive or negative, in the Base Currency, which will be referred to as the "Liquidation Amount."

## **Payer**

If the Liquidation Amount calculated under this clause is positive, you are required to pay it to us. If it is negative, we will pay it to you. We will inform you of the Liquidation Amount and the party responsible for payment immediately after the calculation of the amount.

## **Other Transactions**

In the event of termination and liquidation under this clause, we also have the right, at our discretion, to terminate and liquidate any other outstanding transactions between us, in accordance with the terms of this clause.

## **Payment**

The Liquidation Amount will be paid in the Base Currency by the close of business on the Business Day following the termination and liquidation process outlined in this clause. If conversion into another currency is required by applicable law, the costs of conversion will be borne by you and, if applicable, will be deducted from any payment due to you. Any Liquidation Amount not paid by the due date will be considered overdue and will accrue interest at the average overnight deposit rate for the currency of the payment, as offered by major banks in the London interbank market at 11:00 am (London time). If no such rate is available, we will apply a reasonable rate that we select, plus 1% per annum for each day the amount remains unpaid.

## **Base Currency**

For the purpose of any calculations under this agreement, we may convert amounts expressed in any other currency into the Base Currency using a conversion rate that we reasonably select, based on the prevailing rate at the time of the calculation.

## **Payments**

Unless a Liquidation Date has occurred or been effectively set, we are not obligated to make any payment or delivery under a Transaction as long as an Event of Default has occurred and remains ongoing, or if an event has occurred that could become (with the passage of time, notice, or any combination thereof) an Event of Default with respect to you.

## **Additional Rights**

The rights we have under this clause are in addition to, and not a limitation or exclusion of, any other rights we may possess, whether arising from agreement, law, or otherwise.

## **Application of Netting to Transactions**

This clause is applicable to every Transaction that is entered into or remains outstanding between us, starting from the date this Agreement becomes effective.

## **Single Agreement**

This Agreement, along with the specific terms for each Transaction conducted under it and any amendments made to them, shall collectively form a single agreement between us. We both recognize that all Transactions made on or after the effective date of this Agreement are entered into based on the understanding that the Agreement and all related terms form a unified contract between us.

# **16. RIGHTS UPON DEFAULT**

## **Default:**

In the event of a Default or at any time after we determine, at our sole discretion, that you have failed to fulfil (or we reasonably believe you will be unable or unwilling to fulfil) any of your obligations to us, in addition to the rights under clause 15 (Netting), we are entitled to take the following actions without prior notice to you:

1. Instead of returning to you investments equivalent to those credited to your account, we may pay you the fair market value of those investments at the time we exercise this right.
2. We may sell any of your investments that are in our possession or in the possession of any nominee or third party appointed under this Agreement. These investments will be selected at our sole discretion, and the sale will be done on terms we determine, without liability for any loss or price reduction, in order to raise funds sufficient to cover any amounts owed by you.
3. We may close, replace, or reverse any Transaction, buy, sell, borrow, lend, or enter into any other Transaction. We may also take, or refrain from taking, any other action we deem necessary or appropriate at



our discretion to mitigate, reduce, or eliminate any loss or liability arising from your contracts, positions, or obligations.

4. We may cancel and/or consider void any Transactions, including any realized or unrealized profits or losses, and/or close the account(s) you hold with us under this Agreement immediately, without prior notice.

## **17.Termination Without Default**

### **Termination:**

Unless otherwise required by applicable law or regulation, either party may end this Agreement (and the relationship between us) by providing the other with written notice at least ten (10) days in advance. We reserve the right to terminate this Agreement immediately if you breach any of its terms or become insolvent. Upon termination, all of your open positions must be closed by the termination date, without limiting any previously stated provisions, including applicable fees, charges, and penalties.

Once this Agreement is terminated, all amounts you owe us become immediately due, including but not limited to:

- A. any unpaid fees, charges, and commissions;
- B. transaction-related expenses incurred as a result of the termination; and
- C. any losses and costs we incur in closing out open positions or fulfilling outstanding obligations made on your behalf.

2. If you do not give specific instructions for the closing of your positions, FINEXGROW will apply its best execution practices.
3. Any remaining funds in your trading account will be returned to your bank account, specifically the one used to fund your account. Alternatively, funds may be sent to a different bank account held in your name, provided you supply the necessary documentation to confirm ownership.

### **Existing Rights:**

Termination does not impact any accrued rights, obligations, or open Transactions. These will continue to be governed by this Agreement and the relevant agreed terms until all responsibilities are fulfilled.

# 18.EXCLUSIONS, LIMITATIONS, AND INDEMNITY

## **General Disclaimer**

FINEXGROW and its affiliated entities will execute Transactions in good faith and with appropriate diligence. However, neither we nor our directors, officers, staff, or agents shall be held responsible for any loss, damage, cost, or expense incurred by you—whether due to negligence, breach of contract, misrepresentation, or otherwise—unless such loss is a foreseeable result or arises directly from our or their gross negligence, intentional misconduct, or fraud. We are not liable under any circumstances for indirect, incidental, or consequential losses, including lost profits, damage to reputation, or missed business opportunities, regardless of the legal basis of the claim. Nothing in this Agreement shall limit our responsibility for death or personal injury caused by our negligence. FINEXGROW also assumes no responsibility for any missed investment opportunities or changes (positive or negative) in the value of your financial assets.

## **Tax Responsibilities**

We are not liable for any negative tax outcomes related to your Transactions, without exception.

## **Quoted Levels**

The rates displayed on our website represent the prices at which FINEXGROW is prepared to offer options, and may not reflect real-time market values.

## **Market Movements**

The methods used to calculate the expiration prices for indices, stocks, currencies, and commodities may be updated periodically at FINEXGROW's sole discretion. Similarly, the range of financial instruments available for trading may also change. It is your responsibility to stay informed of these updates and calculation methods. We reserve the right, at our full discretion, to refuse an order, adjust the quoted price, or provide a revised quote due to technical errors on the platform or extreme market volatility. If a new quote is offered, you may either accept it or reject it and cancel the

Transaction. We do not accept liability for delays or market shifts that occur before a Transaction is completed.

### **Limitation of Liability**

We are not responsible for any failure or partial failure to fulfil our obligations under this Agreement due to events beyond our reasonable control. These may include, but are not limited to, system failures, communication issues, labour strikes, terrorism, natural disasters, governmental actions, or the inability of third-party service providers—such as brokers, custodians, exchanges, or clearing houses—to fulfil their responsibilities. This Agreement does not restrict any legal duties or responsibilities we owe to you under applicable laws, which cannot be waived or excluded.

Although FINEXGROW takes steps to ensure the institutions where your funds or financial instruments are held are reputable, we are not liable for any losses resulting from a bank or institution's financial decline, insolvency, or similar event causing partial or total loss of your deposits.

### **Without Limiting the Above, FINEXGROW Is Not Liable for:**

- Errors or failures in our systems or those of our service providers
- Operational delays
- Virus infections
- Unauthorized account usage
- Actions taken by exchanges, clearing organizations, or regulatory authorities

You are responsible for monitoring the expiration dates of your options, as published on FINEXGROW.com.

### **Order Responsibility**

You bear full responsibility for all orders submitted through an electronic service on your behalf and are entirely accountable for settling any resulting Transactions.

### **Entire Agreement**

You confirm that your agreement to these terms is based solely on the representations explicitly stated within this document. We are not liable for any statement not expressly included here unless it is fraudulent.

**Indemnification**

You agree to compensate us fully for any loss, liability, cost, or expense (including legal fees, taxes, duties, or charges) we incur in relation to your account, your Transactions, any misstatement you make, or any breach of your obligations under this Agreement. This includes costs related to enforcing our rights.

## **19.MISCELLANEOUS**

**Changes to the Agreement**

We reserve the right to modify the terms of this Agreement. Should we make a significant change, we will notify you in writing at least ten business days in advance. The changes will take effect on the date specified in the notice. Unless otherwise agreed, these modifications will not impact any current order, Transaction, or legal obligations already in place. If you disagree with the amendment, you may terminate the Agreement by providing written notice via registered mail within ten days from the date of notification, provided that all outstanding Transactions are finalized. If you do not respond within this timeframe, it will be assumed that you have accepted the revised terms.

**Communication and Notices**

Unless we agree otherwise, all notices, instructions, and communications from us under this Agreement will be sent to the address or fax number you provided. Similarly, all correspondence from you must be sent in writing to the contact information below:

**Contact Information**

**Company Name:** FINEXGROW

**Address:** FINEXGROW

**Email:** info@FinexGrow.com

You must promptly notify us if you change your address or contact details for receiving notices or communications.

**Electronic Correspondence**

Subject to applicable laws, all communications between us, including those using electronic signatures, our website, or Electronic Services, will carry the

same legal weight as those in writing. Instructions or orders provided through email or other electronic means will serve as sufficient proof of such actions.

### **Alternative Formats**

You may request to receive documents, notices, and communications in a format other than email. Upon your request, we will provide the relevant information in the durable medium you specify.

### **Call Recording**

We may record telephone calls without prior notice or warning tones. These recordings are intended to ensure that key terms and relevant information related to Transactions are properly captured. The resulting records will be our property and accepted as valid evidence of your instructions.

### **Our Records**

Unless proven otherwise, our internal records will serve as conclusive evidence of your dealings with us. You agree not to challenge the admissibility of these records in legal proceedings due to their format or the method by which they were created or stored. While we may provide access to these records at our discretion, we are not responsible for fulfilling your record-keeping obligations.

### **Your Records**

You agree to maintain sufficient records in line with applicable regulations to reflect the nature and timing of your submitted orders. Account statements are available through our trading platform at any time. You may also request monthly or quarterly statements via email by contacting our support team.

### **Complaints Procedure**

We are required to maintain internal processes for handling complaints efficiently and fairly. You may lodge a complaint by email or in writing. We will acknowledge receipt of your complaint in writing within five business days and include our procedures, including any recourse to the relevant regulatory authority. We will investigate your complaint and respond with our findings within two months. A complaint will be deemed resolved if:

- We send you a final written response;
- You confirm in writing that you accept our earlier response; or

- The regulatory authority notifies us that the complaint has been closed.

For further details, please contact our Customer Support or Compliance Department.

### **Third-Party Rights**

This Agreement binds and benefits both parties and their respective successors and assigns. You may not assign, transfer, or otherwise dispose of your rights or obligations under this Agreement without our prior written approval. Any attempt to do so without our consent will be considered void. Subject to applicable regulations, we may transfer any of our rights, obligations, or interests under this Agreement to another party without prior notice. You also consent to us sharing your information with any such party as necessary for the transfer.

### **Time Sensitivity**

Time is a critical element in fulfilling all of your obligations under this Agreement, including those related to Transactions.

### **Rights and Remedies**

Our rights and remedies under this Agreement are cumulative and do not exclude any rights provided by law. We are not obligated to enforce our rights or to do so in a way that benefits you. Any failure or delay in exercising a right does not waive that or any other right. A partial exercise of a right does not prevent us from exercising it further or exercising additional rights.

### **Severability**

If any provision of this Agreement becomes illegal, invalid, or unenforceable under any applicable law, it will not impact the validity or enforceability of the remaining provisions or affect the same provision under a different jurisdiction

## **20. GOVERNING LAW AND JURISDICTION**

### **Applicable Law**

This Agreement shall be interpreted and enforced according to the applicable laws governing the Agreement.

### **Jurisdiction**

Each party unconditionally and irrevocably:

- i. agrees, for our benefit, that the courts of [insert jurisdiction] shall have authority to resolve any legal action, claim, or dispute (“Proceedings”) arising out of or in connection with this Agreement and agrees to submit to the exclusive jurisdiction of those courts (without limiting our right to initiate legal proceedings in courts of any other jurisdiction); and
- ii. waives any objection now or in the future to the chosen venue of such legal Proceedings and agrees not to assert that the forum is inconvenient or that the court lacks proper jurisdiction.

### **Waiver of Sovereign Immunity and Agreement to Enforcement**

To the fullest extent allowed by law, you irrevocably waive, in relation to yourself and your income and assets (regardless of their nature or intended purpose), any immunity based on sovereignty or similar grounds from:

- legal action,
- jurisdiction of any court,
- orders for specific performance or injunction,
- asset seizure or attachment (either before or after a judgment), and
- execution or enforcement of court judgments in any jurisdiction.

You further agree not to assert any such immunity in any Proceedings. You provide your general consent to any judicial measures related to such Proceedings, including but not limited to, enforcement actions or the execution of judgments against any of your assets or property, regardless of how they are used or intended to be used.

## **21. Promotional Conditions**

For details on our current promotional offers and related terms, please refer to our Bonus Policy.

## **22.FATCA Declaration**

I confirm that I have read and comprehended the statement regarding U.S. reportable persons and acknowledge that I do not meet the criteria of a U.S. reportable individual.

### **Dormant Account Charges**

If a client's account remains inactive for a period of three months, FINEXGROW reserves the exclusive right to charge a dormancy fee of \$10. This fee may be adjusted in accordance with company policy

## **23.SCHEDULE 1**

### **Acknowledgement of Interest Policy**

#### **Interest Policy**

I confirm my understanding and acceptance that no interest will accrue or be paid on the funds held in my account. I am also aware that trading Contracts for Difference (CFDs) carries a high level of risk to the capital I have invested.