

# Terms and Conditions

cinpax

Cinpax LTD (hereinafter the "Company") is an investment firm that provides derivative instruments and financial services with business registration number 26317BC2021 and a business address at Kingstown, St. Vincent & the Grenadines.

The Terms and Conditions (hereinafter the "Agreement") herewith shall bind the user (hereinafter the "Client") and the Company. The Client acknowledges and agrees that he/she will always comply with this Agreement and other contracts or agreements throughout the course of his/her usage of the Company's services.

This Agreement will include guidelines that the Client and the Company shall refer to if misunderstandings, misinterpretations, or disputes occur between the two parties.

## 1. Subordination and Binding Effect

1.1. The Client is automatically subordinated and bound to this Agreement upon his/her registration. The Client understands and agrees with the following terms, conditions, and regulations indicated herein.

1.2. This Agreement serves as the intermediary between the Client and the Company if any dispute occurs. The Company reserves all rights to amend this Agreement should it deem necessary, with or without prior notice.

## 2. Language and Translations

2.1. All documents, contents, and other information are written in English, the Company's official language, wherein other similar documents can be translated into other languages if necessary. However, the Client acknowledges that translations are made for reference or promotional purposes only and will not have any legal effect on the content and information.

2.2. Should any discrepancy arise, the Client understands that the English version of any content will prevail at all times.

## 3. Suitability of Services

3.1. The Company's nature of business includes operating internationally. The Company coordinates with different credit institutions and is affiliated with financial providers that allow the Company to cover foreign exchange obligations.

3.2. The Company is not obliged to assess or determine the suitability of the Client's financial instruments for him/her, wherein the Client is responsible for his/her familiarity with the opted instrument.

3.3. The Client must provide information regarding his/her experience and knowledge of the financial instrument he/she requests to trade. The Client must ensure that the information accurately reflects his/her trading abilities and that the information submitted is accurate and complete.

3.4. As soon as the Client complies with the procedures, the Company will provide services accordingly. The Company has the right to cancel temporarily or permanently some or all of its services without prior notice.

3.5. The Company's services do not apply to the United States territories. Any information stated herein should not be interpreted as a solicitation to buy or sell any security or other financial instrument through our exchange facilities. The only entities that can provide financial services or offer to buy or sell securities to US residents are those who are legitimately registered as brokers,

dealers, or investment advisers with federal and state regulatory authorities in the United States and its territories and possessions, including the jurisdictions where the applicable securities are registered, unless an exemption from registration is available for such a broker, dealer, or investment adviser and the specific type of transaction or product involved.

## 4. Amendment of the Agreement

4.1. This Agreement is subject to changes from time to time, where the Company may but is not required to give notice regarding such changes.

4.2. Any amendment required by the law or regulation applicable to the Client or the Company will be implemented immediately. With the continued use of the Company's services, the Client acknowledges and accepts any amendment applied to the Agreement.

## 5. The Client

5.1. For the Client to avail of the services of the Company, he/she must comply with the following:

- The Client must be of legal age, determined by the laws and jurisdictions of his/her current location.
- The Client uses a valid payment method, and he/she is authorized to use such methods in availing of the Company's Services.
- The Client ensures that he/she will use the Company's services without violating any law or regulation in his/her current residence.

5.2. The Client acknowledges and agrees that with his/her continuous use of the Company's services, he/she follows all the applicable laws and regulations of his/her residence and that the Company will not be held liable for any illegalities the Client may commit. Should the Client violate any term, condition, or regulation, the Company has the right to prohibit and restrict the Client from using any service.

5.3. Upon using the Company's services, the Client confirms that he/she does not identify as a US person or under any category of 17 CFR 230.902. Accordingly, any US person is as follows:

- Natural resident in the United States
- Physically present in the United States or its jurisdictions when using the services
- Having a principal of business in the United States
- Any corporation, trust, partnership, or legal person organized or incorporated under the United States laws
- Accounts, whether discretionary or not, of a US person
- Any other US person indicated under 17 CFR 230.902

5.4. Accordingly, the Client confirms that he/she is not a US person or transacting on behalf of one. The Client also agrees that he/she will no longer use the Company's services if he/she becomes a US person or starts transacting on behalf of one.

5.5. Different means of communicating with the Company are available through live chat, phone calls, and emails. The Client is obliged to maintain active communication with the Company.

5.6. Queries and other written requests must be sent via email with the Client's registered email for the Company to consider the addressed matter. The Company reserves the right to reject any correspondence from an unrecognized email address.

## 6. Account Creation

6.1. After the Client completes the registration form, the Company will conduct identity verification according to the KYC Policy measures and other appropriate checking procedures. The Company has the right to cancel the Client's registration if he/she fails to comply with the necessary measures.

6.2. The Agreement will automatically bind both parties upon confirmed registration of the Client. The Company will confirm the Client's registration status via email, where he/she will also be given credentials for an account to be funded with the minimum initial deposit.

## 7. Confirmation and Statements

7.1. Information on the orders and trades will be sent to the Client's registered email address, wherein the records of emails, confirmation of statuses, and other statements will be stored by the Company.

7.2. In any case that the Client needs to update any registered detail, including his/her email address, he/she must immediately notify the Company of such change. Any wrong confirmation message that the Client receives must be reported as soon as possible.

## 8. The Site and the Platform

8.1. The Client understands and agrees that he/she is solely responsible for any act or omission that harms or could potentially harm the Company's properties and its integrities, including the site and the platform. Any suspicious activity or improper use of the Company's site and platform is subject to limitation or termination of access without prior notice.

8.2. Credentials will be provided to the Client, which he/she will use to access the Client's account and platform. The Client agrees that these credentials shall be confidential for security purposes and that the Client does not have any right to distribute, reproduce, alter, or sell the Company's properties, including, but not limited to, the website, platform, copyrights, trademarks, and database.

8.3. Using the site or platform on behalf of another person or entity is strictly prohibited, including the Company's software, program, and application. The Client acknowledges that he/she is solely responsible for keeping the credentials confidential and is responsible for the damage or loss that may arise.

8.4. If the Client suspects that an authorized person is using his/her account, he/she must immediately notify the Company. If the circumstance calls for it, the Company reserves the right to block further use of the compromised credentials or access data. The Company may investigate the Client's information, recorded data, website, and platform account.

## 9. Intellectual Property

9.1. The Company reserves its rights with the following (but not limited to) intellectual properties:

- Patents
- Trademarks
- Service-marks
- Logos
- The site
- The site's content (videos, programs, files, audio, photos, texts, and software)

9.2. The Client is strictly prohibited from using the foregoing properties without formal or written consent from the Company. Copying, redistributing, publishing, reverse engineering, decompiling, or

modifying the Company's site is strictly prohibited. The Company also forbids selling, assigning, sublicensing, or transferring any of the Company's services or properties, including providing these to any third person.

9.3. Failure to comply with the foregoing conditions will result in suspension or termination of the Client's account, wherein the Company reserves the right to remove or limit the Client's access to the Company's site or platform, including termination of service.

## 10. Investment Advice

10.1. The Company may provide news, recommendations, updates, market signals, or other similar information from analyses it considers reliable. However, accuracy, correctness, or completeness is not guaranteed. The Company does not guarantee the legal implications of any news, updates, or market signals, wherein all information is solely for the Client's reference. News, updates, or market signals are subject to change from time to time without prior notice.

10.2. Corresponding to investment advice and recommendations, the Client understands and agrees with the following:

- The Company is not obliged to provide the Client investment advice in any form, including the merits of a particular trade or risk thereof.
- The Client's decisions regarding his/her trades and orders are on his/her judgment. The Client is solely responsible for personal appraisal and assessment of the merits and risks of any trade, order, or financial instrument.
- The Company is not obliged to provide the Client any legal or tax advice in connection to his/her trades and orders where he/she can seek independent advice.

## 11. Confidentiality of Personal Data and Other Records

11.1. The Client acknowledges that he/she must provide true, correct, and accurate information that the Company may obtain through different methods or entities, including credit reference agencies, fraud prevention agencies, and public records providers.

11.2. Personal information will be used, processed, and stored to the extent permitted by the applicable laws and to comply with this Agreement.

11.3. If the Company requests for the Client to provide additional documentation as required by the policies and regulations of the Client's jurisdiction or as required by the used PSP's terms and conditions, the Client must comply with such request. The additional documents are part of the Company's KYC Policy to verify the Client's use of the services.

11.4. The Company can reject any submitted document or information if it is incomplete, outdated, inaccurate, or an incorrect type of data that the Company requires. In that case, the Client should rectify the situation by submitting the correct data to comply with the applicable policies.

11.5. All information regarding the Client will remain confidential and will be used for business purposes only, excluding other information that is already in the public domain. Furthermore, the Client understands that the Company is not obliged to provide the Client any information, data, or record for security purposes.

11.6. Accordingly, the Company has the right but is not obligated to disclose any collected information, including documents and transaction records, to its affiliates, strictly for business purposes. Such affiliation may include banks, credit institutions, and other service providers.

11.7. The Company may only be required to disclose personal data and records if:

- Required by applicable law or court
- Requested by regulatory authorities with jurisdiction over the Company or the Client

- The execution of trades or orders requires such disclosure
- Demanded by any credit agency, financial institution, or fraud prevention authority for anti-money laundering and similar purposes

11.8. The Client may request further information that the Company holds in connection with the corresponding information. However, the Company is not obliged to provide such information in compliance with its data privacy.

11.9. Conversations, including but not limited to phone calls, emails, and customer-support live chat between the Company and the Client, will be electronically recorded and used for the sole purpose of quality assurance and reference to clarify or solve disputes and legal preceding that may arise. The Client further acknowledges that the preceding records are properties of the Company and that the Company reserves the right to reject requests for the provision of these records.

11.10. All internal records are treated with confidentiality, where the Company reserves the right to refuse to provide any official or non-official copies to avoid misuse.

11.11. Deposit and withdrawal transactions are recorded by the Company and its financial affiliates, of which data and records are considered the Company's intellectual property. The Company reserves the right to reject requests for any financial transaction if deemed appropriate.

## 12. Electronic Documents & Signatures

12.1. The Company may provide the Client with electronic documents that require electronic signatures during the course of his/her trading. In that case, the Client agrees that the electronic signature is as binding and valid as his/her physical signature.

12.2. Such electronic documents can be sent via email. Therefore, if there are any changes in the Client's registered email address or if it can no longer be accessed, he/she must notify the Company immediately.

12.3. Accordingly, the Client must ensure that his/her registered email address with the Company is valid and can be accessed to avoid issues in receiving such documents. The Client is solely responsible for any loss or damage that may occur relating to the non-receipt of any important documents or email.

## 13. Complaints & Disputes Management

13.1. The Company maintains effective and transparent methods for the reasonable and immediate handling of complaints received from Clients. The Company keeps a record of each complaint to remedy the case or concern of the Client. The Company will treat the complaints and disputes as confidential.

13.2. In case of disputes between the Company and the Client regarding any matter, the provisions herein must be followed. Such disputes may include:

- If there is a discrepancy between the displayed trading results and the results that should have been displayed instead
- If the Client refuses to fulfill his/her obligations toward the Company
- If the Client has a firm basis for terminating this Agreement
- Other conflicts of interest between the involved parties

13.3. The Client must contact the Company immediately through the available communication as indicated on the website.

13.4. All complaints and discrepancies must be submitted in writing to [customer.info@cinpax.com](mailto:customer.info@cinpax.com). When sending any concern via email, the Client must use the same registered email on the website to identify him/her immediately. If the Client uses a different email address to send his/her complaint or dispute, the Company has the right to reject those claims. If the Client cannot access the registered email address anymore, he/she must directly confirm with the Company and request a change of information before submitting any complaint or discrepancy.

13.5. The Client shall present the following information every time a complaint or dispute is being pursued:

- Client's Name and Surname
- Client's trading account number
- Affected transaction number (if applicable)
- Date and time of the issue; and
- Further description of the complaint and issue

13.6. The Client hereby agrees that he/she will allow the Company to resolve his/her complaint or dispute in an allotted time as determined by the Company. After submitting the written concern, the Company will verify it within 28 business days, provided that it was presented with proper documentation. Within those 28 business days of assessing the complaint or dispute, the Client must be responsive and maintain communication with the Company. Communication includes but is not limited to contact via email and phone calls. The Client must ensure his/her availability in order to resolve the complaint or dispute as best as possible.

13.7. The Client is prohibited from publicizing any form of statement regarding the complaint or dispute while being resolved. In case of violating confidentiality, the Company has the exclusive right to terminate the Client's trading account and revoke his/her profits.

13.8. Furthermore, if the Client violates his/her obligations, he/she will be liable to pay reputational damages to the Company. If the Client does not fulfill his/her obligations in assessing the complaint or dispute, this will imply waiving his/her right to mitigate any losses. Therefore, the Client bears full responsibility when he/she does not fulfill his/her obligations, regardless of the impact on the capital.

13.9. The Client shall not adhere to using any offensive and violent language directed or not directed to the Company, Directors, officers, shareholders, partners, members, employees, agents, service providers, legal representatives, and affiliates.

13.10. All involved parties must cooperate accordingly to resolve any complaint or dispute on a constructive basis. Any form of threats against the Company, such as blackmail or extortion, are legitimate grounds to terminate any ongoing negotiations or agreements.

## 14. Representations and Warranties

14.1. The Client warrants that all the information he/she provides the Company is true, accurate, and complete, wherein the Client also guarantees that the supporting documents he/she submits are authentic and valid.

14.2. The Client agrees that upon his use of the Company's services, he/she has read and understood the Terms and Conditions in this Agreement and other Company's other legal documents.

14.3. Once the Client registers for the Company's services, the Client guarantees that he/she is not violating any law in the jurisdiction ruling in his/her original or current residence, wherein the Client also assures that she/she is the person who completed the Company's registration form.

14.4. The Client also guarantees that he/she is not acting as another person or for any entity, wherein if deemed necessary, the Client must send a formal request to the Company via email. If the Company has approved the request, the Client will provide the necessary supporting documents.

14.5. Using funds obtained from illegal activities, whether directly or not, is strictly prohibited by the Company, wherein funds used for terrorist funding or criminal funding are punishable by law. The Client hereby warrants that he/she will not accumulate interest in his/her account and will only use funds in real money and not in the form of other goods.

14.6. The Client ensures that he/she adequately understands the financial instrument he/she chooses and that the Client has enough knowledge or experience with the instrument, wherein the Client is responsible for his/her own decisions.

14.7. The Client agrees and understands that he/she must not be a politically exposed person upon using the Company's services or is not related and affiliated with any politically exposed person.

## 15. Risks and Consents

15.1. The Client agrees in his/her full knowledge that the trading derivatives are not suitable for all investors due to the significant risks of losses and damages it carries.

15.2. Upon the Client's continuous use of the Company's services, he/she accepts the possible risks of trading. Due to the risks and volatility associated with derivatives, the Client may incur significant losses, as well as profits, from time to time.

15.3. The Client is not entitled to the delivery of the derivative's underlying asset, and no interest can be applied to the Client's money that the Company holds.

15.4. Trading derivatives means that the Client is trading the outcome of the underlying asset's price, which does not occur on the market but over the counter (OTC).

15.5. The Company strictly prohibits expert advisors and similar mechanisms.

## 16. Reservation of Responsibilities

16.1. At the moment of availing or using the Company's services, the Client's responsibility is to acknowledge and thoroughly understand the terms and conditions set herein, including being fully knowledgeable of the laws and regulations applicable to the Company's services.

16.2. The Client ensures that upon his/her use of the Company's services, he/she is of legal age to avail of the respective financial investing activities in the jurisdiction of his/her residence. The Client also guarantees that he/she is not a politician or politically involved in any way.

16.3. The Company will not be held liable for any defect, delay, or interruption in any operation that may cause any loss or damage, including communication failure, theft, destruction, and unauthorized access to the Client's account.

16.4. The Client will solely be responsible for the problems and technical malfunctions of networks, computers, or systems from his/her side. The Client accepts that the Company will not be held liable for any system failure caused by computer viruses, bugs, or software damages.

16.5. Furthermore, the Company will not be held liable for any direct, indirect, or incidental damage or loss of profits and data in the Client's account.

16.6. The Company does not give any warranty, whether written or implied, for the suitability, reliability, availability, timeliness, and accuracy of all the information it provides. The Client is responsible for any loss or damage caused by the inaccuracy or falseness of the information he/she provides.

16.7. The Client agrees that he/she will use the Company's services and make trading decisions at her own risk upon his/her successful registration. The Company will not be held responsible for any loss or damage that the Client may incur due to his/her own decisions.

16.8. If the Client deliberately or unintentionally breaches this Agreement, or if he/she violates any of the terms and conditions set herein, the Client will be solely liable for the loss or damage he/she may incur.

16.9. Other risks and uncertainties associated with the Client's trades, orders, and the chosen financial instrument will be under his/her responsibility.

## 17. Limitations of Liability and Indemnity

17.1. The Company is not liable for any damage and loss that the Client may encounter through his/her use of the Company's information, recommendations, news, or market commentaries. The Client acknowledges that he/she is solely responsible for any unforeseen error or failure in his/her trading platform. The Client also acknowledges that he/she is responsible for any act of negligence or omission, including damages caused by misused access to data or any confidential information.

17.2. The Client further agrees that he/she is solely liable for all losses and damages caused by an unauthorized person having access to the Client's account, wherein the Company will take the necessary actions once notified about the unauthorized access. The Client understands and agrees that costs, fees, and charges due to currency risks, slippage, derivatives, risks, tax rates, and delays in executing orders are his/her responsibilities.

17.3. The Client is obliged to indemnify the expenses incurred during the course of the Agreement, wherein such expenses include the fees and commissions charged during the execution of the Company's services.

## 18. Non-Exercise of Rights

18.1. The Client understands and accepts that if the Company fails to exercise its rights in the Agreement, it does not imply that it waives its rights. The Company upholds its rights and entitlements throughout the course of the Agreement.

## 19. Assignment and Authorization of Third Parties

19.1. The Company may assign or transfer any of its rights, benefits, or obligations under the Agreement without prior notice if deemed necessary, whereas the Client is not allowed to assign or transfer his/her rights, benefits, or obligations.

19.2. The Client may authorize a third party to place orders and handle other matters on behalf of the Client. If the Client requests third-party authorization, an official letter, which will be subject to approval, must be provided via email.

19.3. The Client acknowledges the risks involved if he/she authorizes the third party to manage or access his/her trading account. The Company will not be held liable for any loss or damage that the Client may incur due to third-party authorization, wherein the Company will not be obliged to provide any advice in the matter.

19.4. The Company has the right to reject any third-party appointment and may decline its transactions made on behalf of the Client.

19.5. If a fund transfer between two Company clients is initiated, both clients should submit a formal request which will be subject to approval.

19.6. If the Company approves the third-party access, the relevant third party will be given the authority to execute trades on behalf of the Client until access is formally terminated. The Client understands and agrees that until a termination notice has been provided, all orders and transactions done by the third party will be valid and binding.

## 20. Trading Derivatives

20.1. Derivatives are available for the Client to trade while the Company will receive and transmit the Client's orders through the course of the Agreement. The Client may place the orders through his/her trading account.

20.2. The Company, at its sole discretion, reserves the right to reject any order from the Client, wherein approved orders will be considered binding.

20.3. Orders can be placed, changed, and removed within the designated trading time, which frequently changes, and is in compliance with the terms and conditions of the Agreement. The Client acknowledges that the Company's actions relating to Derivative Trading are purely on behalf of the Client.

20.4. Pending trades are still considered valid the next business day, subject to the Company's approval. The Company may, but is not obliged to, execute the Client's orders after-market hours at its absolute discretion. However, the liquidity provider may implement a cut-off time for specific orders, which may be earlier or later than the established schedule of the market. The Client understands and agrees that he/she is solely responsible if he/she places an order beyond the cut-off time, resulting in damage or loss.

20.5. The Client acknowledges that failure to close the contract or asset before it expires will result in an automatic exit wherein the open trades will be closed accordingly. If an account is in good standing and stature, it may be exempted from an automatic exit, wherein it will be possible to have the option to transfer to another liquidity provider.

20.6. If the Client has a reservation for the contract's expiration and was not improved, the amount will be deducted from the Client's account as a percentage of the contract volume. The Client acknowledges that positions traded in less than 30 seconds are considered invalid unless reserved with an affiliated provider. The Company thereby has the right to revoke any generated profits from such trade.

20.7. Orders will depend on the type and time specified by the Client, wherein the Client will be liable for any inaccurate detail he/she provides. If the Client fails to indicate how long an order is valid, the Company will consider the order valid for an indefinite period. The Company reserves the right to reject, cancel or delete any pending order if the equity of the Client's account reaches zero (0).

20.8. The Company has the right to invalidate and cancel any trade executed under five (5) minutes, including its yielded profits unless it was reserved with an affiliated provider.

20.9. If the Company suspects or proves that the Client is involved in any prohibited activity or illegal operation including, but not limited to, arbitraging, scalping, and money laundering, the Company has the right to disable the Client's account or restrict his/her access to the Company's services.

20.10. The Client agrees that he/she will not participate in any prohibited trading activities, including but not limited to arbitrage, scalping, platform manipulation, and use of expert advisers (EA). Therefore, trades that do not comply with these restrictions can be canceled, and the Company has the right to close or hold trading accounts and invalidate or freeze profits if the Client participates in any prohibited activities.

## 21. Client's Funds and Account

21.1. Without violating the terms and conditions in this Agreement, the Client agrees that the Company reserves the right to hold the Client's funds, wherein the funds will be separated from the Company's funds and will not be used for purposes other than the indicated herein.

21.2. The Client understands that all derivative trading profits and losses will be automatically added or deducted from his/her trading account. The Client further agrees and understands the risk that his/her account may be closed or might reach a negative balance due to the stop-out level. The Client's funds for his trading account margin can only be provided through real money. The Client is responsible for monitoring his/her trading account and margin level, whereas the Company reserves the right to increase the amount and limit the transactions and trades in the Client's account after a margin call.

21.3. Bank expenses and other related fees may be charged due to third-party processors, wherein the Client will be held liable for any loss and damage he/she may incur.

21.4. If the Client wants to transfer his/her funds to another Client's account, both Clients must provide formal instruction to the Company, subject to approval. The Company reserves the right to reject requests that it finds grounds for declination, including respective illegalities.

21.5. The Company reserves the right to terminate any inactive account and may also limit or restrict the Client's use and access. The Company may charge the Client's account for maintenance if his/her account has been inactive for an entire year or longer.

21.6. The Client acknowledges that if he/she fails to meet statistical requirements, the liquidity provider reserves the right to deduct the fee according to the market price.

## 22. Conversion of Currencies

22.1. The Company may conduct currency conversion from time to time should it deem necessary without prior notice. Conversions are conducted when the Client deposits to his/her account or when completing any specific transaction or order. The Client acknowledges that the Company conducts conversion using the current exchange rates, which may be highly volatile.

## 23. Commissions, Fees, and Other Expenses

23.1. The Client acknowledges that he/she is responsible for shouldering the costs and charges provided in the Company's service fees, including agreed commissions, wherein all costs and charges will be deducted from the Client's balance.

23.2. Due to the volatile nature of the market, the Company has the right to modify the specifications of any trading instruments, including spreads, swaps, rollovers, leverage, contract sizes, and other provisions. Such modifications can take effect immediately without prior notification to the Client.

23.3. Charged fees include, but are not limited to, revenue share, commissions, rebates, and spreads for third parties that coordinated the professional relationship of the Company and the Client. Furthermore, the Client agrees that he/she is solely responsible for any tax he/she may incur. The Company is not obliged to provide the Client any advice about tax liabilities, reports, and filings.

23.4. If the Client fails to settle fees in due time, he/she will be subject to pay the interest rate per year with daily interest, which the Company will calculate, wherein fees will accumulate until settled. If the shares reservation and other liquidity assets were made and the order was not executed, the amount will be subtracted from the Client's trading account. Pending trades on the transit account may be closed in split lots to compensate for the negative profit from the total profit.

23.5. If the Client does not fulfill his/her obligations toward contracts or shares reservation, commission, and fee may be charged. The fee can range from 1% to 10%, depending on the traded asset type and leverage. This is also applicable to additional contracts or shares reservation agreed to before the termination of the Agreement.

23.6. In case of non-fulfillment or improper fulfillment of obligations under contracts, quotas, or preliminary reservations, the Company has the right to cancel the profit and return the contracts worked out in the relevant agreements.

23.7. The Company's services are subject to various fees and expenses, including daily funding for derivatives and costs laid out in contract specifications, while other charges may be incurred due to third-party processors.

23.8. The Client understands and agrees that:

- Various costs are presented in percentage values wherein the Client ensures that he/she understands the calculation of such costs.
- The Company may receive fees, commissions, or other benefits from third parties (as permitted under applicable terms and conditions).
- The Company is not obliged to provide the details of such benefits to the Client.
- The Client can request to see the respective benefits via email.
- The Company may pay the Client's incurred taxes on his/her behalf, while the details of such taxes will be issued to the Client upon request.
- The Client is held liable for any uncollected taxes.
- Taxation laws are subject to change from time to time.
- The Client is responsible for filing tax returns and tax reports in connection with any transaction.
- The Client is also responsible for paying taxes that may arise from any trade or transaction and all stamp fees related to this Agreement and other documents.
- Charges may change from time to time with immediate effect without prior notice
- Derivatives require funding daily, and the Client should bear such funding.

23.9. The volatile and unpredictable nature of trading and market prices is inevitable, where a request for a chargeback is prohibited with all services considered, including the trading materials such as the platform, account, and educational market segments. The Client agrees that filing for a chargeback shall indicate an account suspension or termination subsequently.

23.10. Due to the market's volatility, the Client further acknowledges and agrees that he/she is not allowed to dispute funds transfer transactions due to service reasons.

## 24. Dues and Set-off

24.1. The following procedures apply if deemed necessary:

- If the total amount that the Client needs to settle is equal to the total amount that the Company needs to settle wherein obligations of both parties are canceled and set off; or
- The party with a higher amount that needs to be settled shall pay the excess to the other party to cancel and set off the corresponding obligations.

24.2. The Company reserves the right to reimburse the Client's unpaid dues from the balance in his/her account/s to set off the respective obligations.

## 25. Deposits and Withdrawals

25.1. The Client is allowed to deposit to his/her account through the Company's available methods, including bank transfers, e-wallets, and debit or credit cards. The Company will process the Client's deposit within one (1) business day.

25.2. The Client acknowledges that he/she can only deposit and withdraw through the Company's available payment processors. All transactions through international Wire Transfers require a minimum of 50.00 USD.

25.3. Further, the withdrawal will be systematically processed, and it can be through the same method it was deposited. Once the Company receives the withdrawal request, it will be subject to approval if the following are met:

- The withdrawal request contains all the necessary information
- The Client has sufficient funds in his/her account
- There is no pending or open trade in the Client's account
- All balances and outstanding dues are settled
- There are no other ongoing obligations or contracts

25.4. If any or all foregoing circumstances were not met, the withdrawal request would be rejected. Additionally, the Company will decline withdrawal requests from any third party, representative, or anonymous person.

25.5. The Company can also cancel the Client's withdrawal request if he/she does not provide the required documents or information, including his/her bank details, within two months before the date of request.

25.6. Cancellation of withdrawal is also possible if the Client is unreachable for more than two months. If the Client's withdrawal request exceeds two months without compliance with the procedures in spite of frequent reminders from the Company via email and call, the request will be canceled and considered invalid. Before such cancellation, the Company will notify the Client through email.

25.7. Withdrawal requests will be processed by the Company within one (1) to five (5) business days through the same process he/she deposited the funds. The Client understands and accepts that the Company is not responsible for any loss or delay after the Company has released the funds from the Client's account.

25.8. The Company does not charge any fee or expense for any deposit or withdrawal transaction. However, the Client may incur such costs due to third-party processors.

25.9. If the Client availed bonuses during the course of his/her trading and makes a withdrawal request, the equivalent percentage of the withdrawal amount will be the same percentage deduction from the bonus funds.

## 26. Bonus Policy

26.1. All bonuses, promotions, and benefits provided by the Company are subject to the terms and conditions. The Client understands and agrees that upon his/her acceptance of any bonus from the Company, the bonus policy will automatically bind both parties.

26.2. Bonuses that have been given and credited may be revoked if the Client is suspected or proven to be involved in any prohibited trading activity or illegal or criminal operation. Therefore, the Company reserves the right to terminate the Agreement and other obligations with the Client and limit access to the services.

26.3. If the Client wants to withdraw the bonus and the profits obtained from the bonus, the Company will perform verification procedures in the Client's account/s. The Client acknowledges that he/she must meet the required trading volume as determined by the liquidity provider, which changes from time to time.

26.4. The Company may introduce new services, bonuses, and promotions, which may also be discontinued without prior notice.

## 27. Technical Failures

27.1. The Company, with all its available resources, will prevent any possible malfunctioning in the site. However, the Company does not guarantee that the site will be free from technical failures, glitches, and malfunctions during the course of this Agreement.

27.2. The Company reserves the right to cancel the Client's participation in any of its services if deemed necessary. The Client acknowledges that the Company's site and trading platform may not be free of errors and delays.

27.3. The Company may cancel, terminate or suspend its services if it is available to provide them due to the following:

- Difficulties from computer viruses or bugs
- Unauthorized intervention
- Any fraudulent activity
- Technical failures beyond either party's control
- Any other cause occurs beyond the Company's control

27.4. The Client accepts that he/she will not be entitled to any increased payouts, bonuses, or benefits caused by any error or malfunction in the Company's platform. If such an event occurs, the Client must immediately inform the Company through the available contact methods.

27.5. The Client agrees that the Company may refuse or cancel any order that deems to be a result of any error or malfunction.

## 28. Termination of the Agreement

28.1. The parties involved can terminate this Agreement on the condition that the party who initiated the termination does not have any unfulfilled obligation toward the other party. If the relevant party intends to terminate this Agreement or cancel all services, a written notice must be sent to the Company's email 14 days before the effective date of termination.

28.2. If the Client files for termination of this Agreement, the Client must ensure and agree that :

- The trading account does not have any pending orders
- The trading account does not have existing trades
- The Client does not have outstanding fees or unfulfilled dues
- The Client is not under a separate agreement or contract with the Company

28.3. The Client is solely liable for settling all relevant charges upon cancellation of the services and termination of this Agreement. This includes settling the required funds to close the existing trades or orders and other relevant charges connected with or resulting from the used services and this Agreement.

28.4. Canceling services or terminating this Agreement will not release the relevant parties from any liability or obligation towards either party. If either party does not comply accordingly with settling the relevant liabilities and obligations, this may result in legal action, where the Company reserves the right to revoke all existing profits in the trading account.

28.5. The Company has the right to initiate termination procedures for trading accounts that are presumed inactive or unused for 90 days or if the Client cannot be reached through all communication means. The termination procedures may also be initiated if the Client places a withdrawal request with the entire amount of his/her trading account balance.

28.6. The Company will collect separate fees thereafter for inactivity and cancellation in case of pending liabilities. Furthermore, the Company has the exclusive rights to nullify the profits and cancel the bonuses or credit funds from the total equity of the trading account.

28.7. Trading accounts with balances under 100.00 USD may be subject to termination where the Company reserves the right to conduct account closing procedures without prior notice. The Client is responsible for maintaining the minimum capital investment to avoid immediate account closure.

## 29. Event of Default

29.1. An event of default can be declared if the following occurs:

- If the Client is involved in prohibited trading activities
- If the Client commits to any illegal financial activity and other illegal conduction
- If the Client does not comply with his/her relevant obligations, including uncompleted initial margins
- If the Client is incapacitated or disabled
- If the Client is inactive or unreachable for an extended period
- In case the Client is deceased

29.2. In case of the demise of the Client or any unfavorable contingency that prevents the Client from operating his/her trading account or continuing this Agreement, a first-degree relative will be the successor of the trading account. The first-degree relative must provide valid proof of relationship with the Client to claim the trading account.

29.3. An event of default may also be declared in the case of Force Majeure, where events prevent either party from complying with the Agreement. The Force Majeure events may be in the form of human acts such as:

- Terrorism
- National or international warfare
- Labor dispute
- Exclusion or lockouts
- Civil disorder

29.4. Acts of God are also considered Force Majeure events, such as:

- Earthquake
- Typhoon
- Tsunami
- Fire
- Epidemic or Pandemic
- Other natural calamities

29.5. Furthermore, in case of occurrences beyond the Company's control, the Company has the right to declare an event of default caused by, but not limited to, electronic malfunction, system failure, hacked data, market suspensions, and jurisdiction or regulatory bans.

29.6. The initial effect of invoking Force Majeure may only delay performance by the impacted party for the duration of the Force Majeure event. The Company reserves the right to set out a more extended period before either party has the right to terminate this Agreement and other contracts entirely. The Company has the right to resume ongoing obligations after a certain period of recovery if applicable.

## Definitions

The terms and definitions hereafter will be used by the Client as references in his/her trading, wherein the Client affirms that he/she understands the following terminologies herein.

The term **Account** may refer to:

**Client Account** that the Client can access to view his/her current balance, transaction history, open positions, and orders in the Company's Online Trading System. The Client can also do his/her transaction of deposits and withdrawals in the Client Area; and

**Trading Account Platform** used by the Client can be used to view the information regarding the underlying markets. This account can be used to accomplish technical analyses and place, delete, or modify his/her orders.

An **Affiliate** is the corporate or person directly or indirectly influencing (or being influenced by) the Company.

In this document, the term **Agreement** may refer to this contract or other contracts that bind the Client and the Company.

**Ask** is the higher price in a quote that the Client has to pay in order to buy an asset.

The Client can view the total amount of his/her deposits and profits obtained from trading by checking his/her **Balance**.

The first currency in a currency pair is called the **Base Currency**, which the Client can use to buy or sell the quote currency, while **Bid** is the lower price in a quote that the Client can sell.

**Business Day** is the working day from Monday to Friday, wherein international and local holidays are not categorized as business days.

The **Client** is anyone who uses, avails, requests, or registers for the Company's services, and he/she must have an activated account before being considered a legitimate client of the Company.

**Closed Position** is a finished asset traded in the Client's platform, while **Open Position** refers to any ongoing or pending trades.

**Contract Specifications** are the principal terms imposed on every kind of derivative.

**Credentials** are the username and password given to the Client to access his/her account, provided by the Company upon successful registration.

The Client's chosen currency will be the default **Currency** of the Trading Account used in all of his/her trading activities and transactions.

A **Derivative** is a financial asset derived from the opening and closing prices of a specified financial instrument, including shares and commodities.

The Client will be classified as an **Eligible Counterparty** if he/she represents any entity involved in the financial market.

In order for the Client to calculate his/her **Equity**, he/she must add his/her overall Balance to the difference between the Floating Profit and the Floating Loss (Equity = Balance + (Floating Profit - Floating Loss)).

Quote will be considered an **Error Quote** if:

- There is a significant price gap
- The price rebounds (that have a price gap) occur in a considerably short time
- It appears before non-rapid price movements
- It appears before and after a period where no significant macroeconomic reports are released

The **Event of Default** will be elaborated on in Chapter 29.

The Company strictly forbids the use of **Expert Advisor**, a trading system that automates the Client's trading activities, including sending orders to the Company's online trading system, adjusting stop-loss and trading stops, and taking profit levels.

The current profits or losses in the Client's open positions are called the **Floating Profits** or **Floating Losses**.

A **Force Majeure Event** is any unforeseeable event that prevents the Company and the Client from fulfilling their obligation under this Agreement and is further articulated in Paragraphs 29.3. to 29.6.

The funds available for trading are based on the Client's **Free Margin**, used to open a position or maintain an open position (subtract the Margin from the Equity (Free Margin = Equity - Margin)).

**Hedging** is any ongoing trade of two assets with different positions (sell and buy) and the same transaction size.

Any unlawful, fraudulent, or criminal actions will be referred to as **Illegal Operations**, including but not limited to money laundering schemes and terrorist financing. In contrast, **Prohibited Activities** will refer to forbidden trading actions such as arbitraging and the use of expert advisors, including the use of the site (and information found on the site) for a purpose other than what the Company allows.

**Indicative Quote** is the estimated current exchange rate of an asset.

The Company performs identity verification methods under the **Know Your Customer Policy** (KYC Policy), implemented to guarantee that the Client is not involved in any illegal operation as well as to assure that he/she is not a politically exposed individual and is not related to a politically exposed person in any way.

**Leverage** is the ratio of the transaction size and initial margin.

**Position** can be classified into two positions:

**Long Position** where the Client holds an asset without the intention to sell in the near future while expecting the underlying asset to rise in value.

**Short Position** is where the Client sells an asset while waiting for the underlying market's price to decline, and when the prices fall, the Client may buy the asset back for a lower price.

**Lot** is the unit of measure for the transaction amount in each underlying derivative asset, while the number of underlying assets in one lot is called Lot Size.

**Margin** is the number of funds that the Client uses to open or maintain trades, while a **Margin Call** is a situation when the account's margin drops below safe levels.

**Margin Level** is the percentage of the equity over the necessary margin, calculated as  $\text{Margin Level} = (\text{Equity} / \text{Margin}) \times 100\%$ .

**Online Trading Platform** is a system used to obtain quotes and information, also where the Client can place orders, see charts and graphs, and accomplishes technical analyses.

**Order** is an instruction by the Client to buy or sell an asset at its current market price, while **Limit Order** is an instruction to buy or sell an asset with a specified maximum or minimum price.

The Company and the Client shall be referred to as the "**Parties**" and individually referred to as the "**Party**."

**Position** refers to the trades in the trading account, whether closed, ongoing, or pending, executed in the Company's official trading platform.

**Price Gap** is the difference between the bid and ask price.

**Quote** is the underlying asset's price information conveyed in the form of bid-ask prices, while Quote Flow is the string of quotes in the Company's trading system for every asset.

**Scalping** is a strictly prohibited activity where the Client places several trades and then closes them in a short period.

The Company's **Services** are any services that the Client avails or uses.

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All domains and mobile websites operated, owned, or hosted by the Company will be referred to as **Site** or **Official Site**.

**Slippage** is the difference between the anticipated transaction price and the actual transaction price during high volatility periods.

**Spread** is the difference in the Bid and Ask prices.

**Trailing Stop** is a type of stop-loss order that is a percentage set below the market price for a long position while its price adjusts as prices fluctuate.

A **Transaction** can be referred to as any financial or trading transaction, such as but not limited to deposits, withdrawals, and trading activities.

**Underlying Assets** are the derivatives and other assets (currency pairs, indices, metals, commodities) available to be traded.



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customer.info@cinpax.com