



# TERMS AND CONDITIONS

**SvoFX**

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SVOFX LTD.  
Email: [info@svofx.com](mailto:info@svofx.com)

**Notice:** This is an important document. Please read these terms and conditions below (the “Terms and Conditions”) carefully. There are risks associated with the use of our online trading facility (“Online Trading Facility”) and the transactions contemplated by this document. Should you have doubt thereof, you should consult your own legal, accounting and other independent advisors.

Our Online Trading Facility, or as of the first time that you access and/or use our Online Trading Facility after such amendments were made, whichever is sooner. Your continued use of our Online Trading Facility after the publication of any Changes shall be considered as your agreement to such modified Terms and Conditions and shall be governed by those Terms and Conditions, as modified.

By accessing this site and any pages thereof, you agree to be bound by the Terms and Conditions. If you do not agree to the Terms and Conditions, you should not access or use our Online Trading Facility provided in this site or any application or facility provided by us and/or on our behalf which enable you to give instructions for the transactions contemplated by this document, or any pages thereof. You undertake not to use this site and/or our Online Trading Facility to carry out any activity contrary to the laws, orders, morality and, in general, make use in accordance with the Terms and Conditions hereunder.

Our Online Trading Facility, or as of the first time that you access and/or use our Online Trading Facility after such amendments, is governed by the Terms and Conditions. Your continued use of our Online Trading Facility after the publication of any changes made pursuant to Section 15-6 hereunder shall be considered as your agreement to such amended or modified Terms and Conditions and shall be governed by those Terms and Conditions, as amended or modified.

Unless the context otherwise requires, (a) the term “Agreement” used herein means the Terms and Conditions together with schedules and appendices (if any), the account documentation and forms and any applicable schedules, appendices, supplements and/or other documents as specified in this site including, with limitation, the Privacy Policy, Risk Disclosure or determined by us from time to time; and the term “Applicable Laws” means all laws, rules, regulations and regulatory requirements of any place or jurisdiction applying to SVOFX LTD (the “Company”) (also trading under the name “SvoFX” henceforth “us”, “our”, “we”), an international company limited by shares (Company No. 21980IBC2014) incorporated under the laws of Saint Vincent and the Grenadines and/or this Agreement and/or Online Trading Facility or otherwise applicable on SvoFX.

## 1. Scope of Agreement

**1-1** This Agreement is made between yourself, as our client (hereinafter referred to as "you" or "your" or, in general terms, "client") and SvoFX", an international company limited by shares licensed by the Saint Vincent and the Grenadines Financial Services Authority ("FSA") to carry on the business in dealing with securities.

This Agreement describes in full detail the Terms and Conditions you must accept, without restrictions or objections.

## 2. Electronic Signatures and Acceptance of Ageeent (s)

**2-1** You hereby expressly acknowledge and agree that: (a) by downloading, completing and/or submitting to us the account documentation and forms posted on our Online Trading Facility (hereinafter referred to as "Account Opening Application Forms") and/or clicking in the appropriate space, or on the "I Accept" button, or similar buttons or links as may be designed by us to show your approval and acceptance of this Agreement, and / or (b) by access or using, and / or by continuing to access or use, our Online Trading Facility, you are entering into a legally binding contract by and between you and us, and you fully agree to abide by and be bound by all the Terms and conditions set out in this Agreement, as they may apply to you.

**2-2** You hereby agree that the communications being made, and to the delivery of this Agreement and/or any agreements by and between us, or changes in these Terms and Conditions, via electronic media (including, without limitation, electronic messaging, website postings, e-mails, or other electronic means) to the extent permitted by Applicable Laws and the communications being made via electronic media in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our Online Trading Facility and/or in relation thereto, shall, to the extent permitted by Applicable Laws, be treated as satisfying any legal requirement that communication should be 'signed' and 'in writing', and any such documents that are delivered to you electronically are deemed to be "in writing" accordingly.

**2-3** If your signature or acknowledgment is required or requested with respect to any such document and you "click" in the appropriate space, or on the "I Accept" button, "Submit" button, or on similar buttons or links as may be designated by us to show your approval and acceptance thereof, or take such other action as may be indicated on the Online Trading Facility, you will be deemed to have 'signed' and/ or acknowledged the document to the to the extent permitted under the same effect as if you had signed the document manually. You hereby waive any rights or requirements under any Applicable laws in any jurisdiction, which requires an original (non-electronic) signature or delivery or retention of non- electronic records.

**2-4** You hereby expressly acknowledge your understanding that you have the right to withdraw your consent to the electronic delivery and signature of documents at any time by providing prior written instructions to us for the revocation of your consent, your access to

and/or use of our Online Trading Facility may be restricted or terminated, at our sole discretion and without any obligation on our part to provide you with any explanation and/or justification thereof.

**2-5** When the account under the Online Trading Facility is a joint account, unless otherwise stated in the Account Opening Application Forms, SvoFX may accept instructions from any of the joint account holders, and each joint account holder agrees with the others to be jointly and severally liable for all obligations in connection with this Agreement. SvoFX has no obligation to inquire into the purpose or propriety of any instruction given or the application of the funds delivered by client or any or more of the joint account holders in respect of such account. SvoFX shall be at liberty to release or discharge any of the joint account holders from his/her liability hereunder or to accept any proposition from or make other arrangements with any of the joint account holders without releasing or discharging the obligations of the other or others or otherwise prejudicing or affecting the rights and remedies of SvoFX against the other or others and none of the joint account holders nor shall this Agreement be released or discharged by the death of any of them.

**2-6** You (as client) shall notify us forthwith if:

- (a) an instruction has been placed through our Online Trading Facility and client has not received an accurate acknowledgment of the instruction (whether by hard copy, electronic or verbal means) within one working day of the instruction and the aforesaid “working day” means a day when SvoFX opens for business in Saint Vincent and the Grenadines.
- (b) client has received notification (whether by hard copy, electronic or verbal means) of a transaction which client did not instruct;
- (c) client becomes aware of any apparent unauthorized use of Online Trading Facility or the access or attempted access thereto;
- (d) client experiences any problem in accessing the account of which Online Trading Facility relates; and
- (e) client loses, fails or is otherwise unable to adequately protect confidentiality of accessing the account of which Online Trading Facility relates.

**2-7** SvoFX may, at any time and from time to time block client’s access to and use of Online Trading Facility (or any part thereof) without prior notice to or any consent from client and without assigning any reason therefor.

**2-8** Any risk, including (without limitation) the risk of transmission error, transmission failure, unauthorised access, arising from or related to and/or use of Online Trading Facility by client and/or software or equipment for accessing and/or using Online Trading Facility, is at the sole risk of client. Client shall provide and maintain, at his/her own risk and cost, the connection equipment (including personal computers, mobile trading devices and modems) and services for accessing and using Online Trading Facility. Client shall be solely responsible for preventing anything which may be harmful to any of such equipment (including, without limitation, computer virus, malicious program or harmful component) from entering into such equipment, whether or not it is originated by the websites maintained by SvoFX, and whether maintained

or protected by or on behalf of SvoFX, and if applicable, whether or not originated from anything provided by or on behalf of SvoFX.

**2-9** Client acknowledges that internet or other electronic medium is an inherently unreliable medium of communication and that such unreliability is beyond SvoFX's control. Client also acknowledges that such unreliability may give rise to various consequences, for example, it may result in failure or delay in transmission of any instruction or information or affect any function Online Trading Facility or the timeliness, sequence, accuracy, adequacy, completeness transmission of any instruction or information transmitted or cause loss, or loss of confidentiality, of any instruction or information transmitted or any transaction made on terms different from the relevant instruction.

### **3. Acceptance and Scope of Agreement (s)**

**3-1** We shall evaluate the Account Opening Application Form (s) you submitted for the purpose of becoming a client. We shall inform you by e-mail when your application is accepted or decline and reserve the right to accept or decline your application(s) at our sole discretion and for any reason, without being obliged to provide you with any explanation or justification.

**3-2** Without prejudice to the provisions of Section 2-1 hereinabove, in particular as regards your acceptance and acknowledgment of this Agreement, client will become a counterparty bound to this Agreement the date on which we are sending the above-mentioned confirmation e-mail, as indicated thereon (the "Effective Date").

**3-3** This Agreement applies to all of our Online Trading Facility, including, without limitation, all electronic content thereof and/or software provide thereon (including, without limitation, all real time information about the price quotes of supported securities provided therein) as well as all program facilities for executing transactions in supported securities via our Online Trading Facility via the internet, electronic messaging, website postings, e-mail, phone, fax or otherwise, and any other features, content or services that we may add in the future.

**3-4** Some areas or parts of our Online Trading Facility may have different specific terms of access and/ or use If there is a conflict and/or dispute between these Terms and Conditions and any such specific terms of access and/or use, the latter shall have precedence with respect to your access and/or use of such relevant area or part of our Online Trading Facility.

**3-5** We may from time to time send to you further communications in respect of certain transactions and/or contracts, which may contain specific legal and/or contractual provisions applicable with respect to such transactions and/or contracts.

**3-6** Client specifically agrees and acknowledge that it is client's duty to ascertain client's nationality, citizenship, domicile or similar status. Client undertakes not to deal in, purchase or subscribe for any securities or investments which by virtue of the client's citizenship, domicile

or similar status or other characteristics would be prohibited to deal in, purchase or subscribe. Client is deemed to have taken all necessary professional advice including legal, accounting, tax planning or tax advice relating to its tax or other liability under any jurisdiction and client has not in any way on SvoFX relating to any of client's instructions or orders to in respect of dealing in, purchase or subscription in any securities or investments available via Online Trading Facility or otherwise provided or arranged by SvoFX. We shall not in any circumstances be held liable for any loss, damages, liability, cost and expense or whatsoever suffered or incurred by client arising in or in connection with the failure of client to comply with these provisions.

## **4. Authorization**

**4-1** Our Online Trading Facility is available to you as client accepted by SvoFX in such legal status as provided in the Account Opening Application Form thereunder as individuals or corporations, companies, joint ventures, partnerships or any other legal entities or associations of individuals or other legal entities (as the case may be) (hereinafter individually and collectively referred to as "Legal Entities" which can form legally binding contracts under the Applicable laws.

Without limiting the foregoing, our Online Trading Facility is not available to persons who are under the age of 18, or otherwise under legal age in their country of residence (hereinafter referred to as "Minors"), or without prejudice to Section 3-6 here in above who, otherwise not legally binding contracts under the law (s) applicable in their country of residence or, in the case of Legal Entities, in their country of formation, corporation and/or domiciliation.

**4-2** If you are a minor, or if you cannot form legally binding contracts under the law (s) applicable in your country of residence or, in the case of legal entities, in their country of formation, incorporation and/or domiciliation, you may not access and/or use our Online Trading Facility, and if you do not qualify, please do not access and/or use our Online Trading Facility and inform us in writing immediately.

**4-3** In accordance with the foregoing, you hereby represent and warrant, without prejudice to any other representations, warranties and / or covenants made under this Agreement:

- (a) that you are an individual who, or a Legal entity that can form legally binding contracts under the Applicable Laws, including but not limited to the laws applicable in your country of residence, or,
- (b) if you are an individual, the case of a Legal Entity, in its country of formation, incorporation and/or domiciliation; that you are above the age of 18 or otherwise above the legal age in your country of residence;
- (c) that all of the information provided by you to use for the purposes of, or in the context of, opening an account with us and / or accessing and / or using our Online Trading Facility (in particular, but without limitation, in your Account Opening Application Form (s) is correct and current;
- (d) that you have all necessary rights, power, and authority to enter into Agreement with us;
- (e) that you are not a politically exposed person;



- (f) no consent or authority of any person is required for client to enter into this Agreement, or as the case may be, client has obtained all necessary consent or authority;
- (g) the entering into by client of this Agreement or any trading activity or transaction in connection with this Agreement will not place client in breach of the terms of any other arrangement or document including any constitutional documents such as client's memorandum and articles of association if client is a corporation and/or deed of trust if client is a trustee or trust corporation); and
- (h) client has not taken any action or has any step taken or legal proceedings been commenced or threatened for the bankruptcy or winding up of client, nor has client entered into any compromise or scheme of arrangement with any creditors.

**4-4** Without prejudice to any right or obligation that SvoFX may have under the Applicable Laws, client acknowledges that SvoFX may report any activity, suspected trading misconduct, other malpractice or irregularity and to disclose relevant information to the FSA or other regulatory authorities and/or the issuer of the financial product concerned. Client waives the right to challenge any decision to make such report or attempt to hold SvoFX responsible for resulting action against or loss incurred or to be incurred by client. Client also undertakes to provide SvoFX with such information forthwith as lawfully requested by SvoFX and SvoFX may in its sole discretion suspend the operation of the account or decline to act in accordance with any instruction or commitment without incurring any liability whatsoever to client for any claim, loss or damage howsoever related to SvoFX's exercise of such right or discretion.

**4-5** SvoFX shall be entitled to rely on and to act as it thinks fit in accordance with any instruction given or purportedly given by client which SvoFX believes in good faith to have been given by client. Notwithstanding the forgoing, SvoFX shall have the discretion to reject such instruction. SvoFX shall be under no obligation either to act for the client or upon any instruction, or execute any transaction for or behalf of the client if there are insufficient in the account maintained with us, or if SvoFX believes that the acting or the execution might result in SvoFX contravening any Applicable Laws or for any other reasons. If SvoFX in its absolute discretion declines to act for the client or act upon any instruction or execute any transaction for or on behalf of the client, SvoFX shall in its own discretion notify the client accordingly, but SvoFX shall not in any circumstances be liable for any loss, damages, liability, cost and expense or whatsoever suffered or incurred by client arising in or in connection with the exercise of the above discretion by SvoFX.

## **5. Experience and Knowledge in Financial Matters**

**5-1** Our Online Trading Facility is available only to, and may only be used by people who have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of Accessing and/or using our Online Trading Facility and entering into transactions

and contracts via our Online Trading facility and who have done so without relying on any information contained on, or in our Online Trading Facility and/or otherwise provided by us in relation thereto.

**5-2** In accordance with the foregoing, you hereby represent, warrant and covenant, without prejudice to any other representations, warranties and / or covenants made under this Agreement:

- (a) that you have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of entering into transactions and/or contracts via our Online Trading Facility;
- (b) that you have done so without relying on any information contained on or in our Online Trading Facility and/or otherwise provided by us in relation thereto;
- (c) that you act as principal and sole beneficial owner (but not as trustee) in entering into this Agreement and/or any transactions and/or contracts via our Online Trading Facility;
- (d) that, regardless of any possible determination to the contrary, trading in financial contracts, transactions and/or contracts via our Online Trading Facility (and in such other investments as we may from time to time agree) is suitable for you and that you are aware of all risks involved;
- (e) that you are willing and financially able to sustain a total loss of funds;
- (f) that any instructions for the transactions and/or contracts entered via Online Trading Facility shall be deemed to be given by the client and irrevocable. Client hereby accepts full responsibility and shall not later challenge the instructions so given electronically via Online Trading Facility; and
- (g) that you have read, and fully understood, the “Risk Disclosure Notices” on our Online Trading Facility.

**5-3** Without prejudice to any of the foregoing, we shall not be responsible for verifying and/or checking whether you have sufficient knowledge and/or experience for accessing and/or using our Online Trading Facility and/or entering into financial contracts via our Online Trading Facility, nor shall we be responsible for any if your damages and/or losses incurred by you as a result of insufficient knowledge and/or experience. If you have doubt or otherwise not agree on these requirements, you should not access and/or use our Online Trading Facility and inform us in writing immediately.

## **6. Distribution and Responsibility of Visitors**

**6-1** The information on this website is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation.

None of the services or investments referred to in SvoFX are available to persons residing in any country where the provision of such services or investments would be contrary to local law or regulation.



**6-2** It is the responsibility of visitors to this website to ascertain the terms of and comply with any local law or regulation to which they are subject. Nothing on the SvoFX shall be considered a solicitation to buy or an offer to sell any product or service to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction.

**6-3** Limitations on investment guidance and professional advice: The SvoFX does not and is not intended to provide legal, tax or investment advice. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

## **7. Amemdments**

**7-1** We reserve the right to amend, alter, modify, delete or add to any of the provisions of this Agreement at any time and at our sole discretion, without giving any advance or prior notice.

**7-2** When these terms and conditions are modified (hereinafter referred to as "Changes"), we will post such Changes on our Online Trading Facility and/or otherwise notify you of such Changes. Each such notification shall be deemed as sufficient notice and it is your duty to consult and/or to check regularly this Agreement on our website. You should review our website concerning our Online Trading Facility to ascertain if any such Changes have been made from time to time so as to ensure that you will be aware of any such Changes.

**7-3** Your continued access and/or use of our Online Trading Facility after the publication of any Changes shall be considered as your agreement to such modified terms and conditions and shall be governed by those Terms and Conditions, and as amended or modified. If you do not wish to be bound by such changes, you should cease to access and/or use our Online Trading Facility and inform us in writing immediately.

## **8. Entire Agreement-severability**

**8-1** This Agreement (together with its annexes, appendices, addenda, attachments, schedules and exhibits and/or claims) represent the entire agreement between you (as client)and SvoFX concerning the access and use of our Online Trading Facility and it cancels and supersedes all previous arrangements or agreements by and between you and us with respect to the subject matter hereof, superseding any other communications or understandings between you and us,except as determined and/or stated otherwise " in the terms agreed upon by mutual consent of the parties "

**8-2** Nothing contained in this Agreement shall be construed as asking for the commission of any act contrary to the Applicable Laws. Whenever there is any conflict and/or discrepancy between any provision of this Agreement and any Applicable Laws governing the transactions hereunder, the latter shall prevail, but in such an event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the Applicable Laws.

**8-3** Each part of this Agreement is a distinct undertaking. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement, which shall remain in full force and effect and shall in no way be affected or invalidated.

**8.4** Without limiting the foregoing, if any provision (or part of the provision) contained in this Agreement shall for any reason be held to be extravagantly broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing Applicable Laws.

## **9. Access and Use of Our Online Trading Facility**

**9-1** Subject to the Terms and Conditions set forth herein, we hereby grant you a non-exclusive, revocable, non-transferable, limited and personal license (which is incapable of sub-license or transfer by you, without our express prior and written agreement) to access and use our Online Trading Facility (the "License") in accordance with these Terms and Conditions. This License is conditioned on your continued compliance with the Terms and Conditions hereunder. Before we grant you access to our Online Trading Facility, you will need to be (and be accepted as) a client of ours and have had an account with us. The terms of the Account Opening Application Form shall apply regarding our Online Trading Facility.

**9-2** We may be required by a third-party service provider to require you to comply with additional restrictions. You agree that you will comply with any additional requirements thereon and therewith for your access and/or usage of our Online Trading Facility. We may communicate such restrictions on your access and/or usages to you from time to time. You acknowledge that failure to comply with such additional restrictions may result in your access to and/or usage of all or part of our Online Trading Facility being restricted, suspended or terminated. You further acknowledge and agree that we shall be under no obligation to take any action whatsoever against any third-party service provider in respect of any loss or damage suffered by you arising out of any act or omission on the part of such third-party service provider, and covenant not to hold us responsible or liable in any manner for any such loss or damage unless we are guilty of fraud or wilful default which also contributes to the third-party service provider's act or omission.

**9-3** Our Online Trading Facility is intended for your personal, non-commercial use only. You agree to use the information received from our expressly agreed otherwise beforehand and in writing. Online Trading Facility (for and/or from any other of our information systems) for the sole purpose of entering Without we have Transactions and / or Contracts through our Online Trading Platform.

**9-4** For the avoidance of doubt, you shall at all times be responsible for, and shall be bound by, any unauthorized access and / or use of our Online Trading Facility, made in breach of this Agreement.

**9-5** It is your obligation to keep your account numbers strictly confidential and secured. You acknowledge and agree that any instruction or communication transmitted via our Online Trading Facility by you or your behalf, or through your account, is made entirely at your own risk. You expressly authorize us to accept, relate and act on, and treat as fully authorized and binding upon you, any instruction given to us pursuant to the use of the account number, user name and login and password without checking the identity of the user or his/her level of authorization and you will at all times be bound by those instructions. You acknowledge and agree that we shall be entitled to rely upon your account number user name and login and password) to identify you and agree you will not disclose this information to anyone not duly authorized by you, but without prejudice to our right to refuse to accept your instructions if we deem it necessary and appropriate and to so do without giving you any reasons and without incurring any liability to you for any resulting loss or damages incurred by you or any other party.

**9-6** The License granted under this Agreement will terminate with immediate effect if we believe that any information provided by you, including, without limitation, any identification evidencing nationality, citizenship, domicile or similar status, contact details, including without limitation your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any terms of this Agreement and/or any rules and/or guidelines imposed by us, or if we are to establish that you have abused in any way (including, but not limited to, engaging in transactions and/or contracts on out of market rates) through our Online Trading Facility.

**9-7** Upon such violation, you agree to cease, with immediate effect, accessing and/or using our Online Trading Facility. You agree that, under these circumstances we shall be entitled, at our sole discretion and with or without prior notice and without prejudice to any other remedies we may have under this Agreement, to terminate your access to our Online Trading Facility, close any and all of your open positions and/or remove and discard any related information or content within our Online Trading Facility.

**9-8** You acknowledge that your access to and use of the Online Trading Facility and its platform and online trading features will be restricted if you have not accessed or transacted on our online trading system for a period of time (180 days).

Restrictions include account suspension, account maintenance fee collection, and account suspension stages. We will notify you on our website, but regardless of the presence or absence of prior notice, we will not be responsible for any loss or damage that may occur under such circumstances.

## **10. Accuracy of Information**

**10-1** While we have made every effort to ensure the accuracy of the information posted on our Online Trading Facility, the information and content on our Online Trading Facility is subject to change without notice and is provided for the sole purpose of assisting traders to make independent investment decisions.

**10-2** While we have taken reasonable measures to ensure the accuracy of the information on our Online Trading Facility, we do not, however, guarantee its accuracy, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access our Online Trading Facility, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through our Online Trading Facility.

**10-3** All content on our Online Trading Facility is presented only as of the date published or indicated, and may be super added by subsequent market events or for other reasons. In addition, you are responsible for setting cache settings on your browser to ensure you are receiving the most recent data.

**10-4** Client warrants and undertakes to SvoFX that all information provided by the client from time to time in, under or pursuant to this Agreement and will be accurate, complete and up-to-date. Client shall notify SvoFX forthwith of any change of such information. Client also agrees that SvoFX shall be entitled to rely fully on such information for all purpose until SvoFX is notified to the contrary in writing and such written notification shall be duly signed by the client. Client also agrees that any change to any such information shall not take effect until 7 days after the actual receipt and confirmation by SvoFX of the relevant written notification.

**10-5** Client also warrants and undertakes to (a) immediately on request or demand by SvoFX at any time and from time to time supply to SvoFX such financial and/or other information in connection with the subject matter of this Agreement, client and/or the compliance of any Applicable Laws as SvoFX may reasonably require or for the purpose of ascertaining the financial situation of the client.

## **11. Analytical Tools and Market Data**

**11-1** At certain times, we may provide various analytical tools (such as market data, exchange rates, news, headlines and graphs), links to other websites, circulate newsletter and / or provide you with third parties' information on our Online trading Facility, for your reference and convenience use only. By doing so,

we are not endorsing, giving any representation, warranting, guaranteeing or sponsoring the accuracy, correctness, timeliness, completeness, suitability of such information for you and/or as to the effect or consequences of such information on you. Such information and tools are provided solely to assist you to make your own investment decisions and shall not amount to investment advice or unsolicited financial promotions to you.

**11-2** You understand that we are not obligated to continue providing the above listed tools and information. Furthermore, we are entitled to remove any listed tools and information from such Online Trading Facility at any time without providing prior notice, and we are not obligated to update the information displayed on our Online Trading Facility at any time and we will not be liable for the termination, interruption, delay or inaccuracy of any such information. The financial information we post on our Online Trading Facility may be provided by third parties for the information of our clients and as such you undertake not to or attempt to tamper with, modify, de-compile, reverse-engineer or otherwise alter in any way or any other form for redistribution or reuse of the information. You should read and fully understand the terms and conditions and other policies of such websites, newsletters and information before using them.

**11-3** Any information or material placed on our websites which are provided by third parties ("Third Party Content") reflect separately exclusively the views, and are the responsibility of, those who post such information or material, and in no circumstances be regarded as our views and/or those of our directors, officers, principals, staff, employees, representatives or agents (collectively referred to as "associates"). Past performance is no guarantee of future results and we specifically advise clients to carefully review all claims and representations made by other traders, advisors, bloggers, money managers and system vendors before making an investment decision on the basis of any of the foregoing.

**11-4** In no event shall we and/or any of our associates be liable, directly or indirectly, to anyone for any damage or loss arising from or relating to any use, continued use or reliance on Third Party Content including any such tools, websites, newsletters and/or information provided on our Online Trading Facility, in particular, with respect to any market data, exchange rate, news, headlines and graphs and/or other information that we and/or any third party service provider provides to you in connection with your use of our Online Trading Facility.

**11-5** Neither SvoFX, nor our associates shall be liable to any person for any losses, damage, costs or expenses (including, but not limited to, loss of gains, loss of use, direct, Indirect, incidental or consequential damage) resulting from any errors in, omissions of or alterations to any such tools, websites, newsletters and/or information. The foregoing shall apply regardless of when a claim arises in contract, tort, negligence, strict liability or otherwise.

## **12. Means of Accessing Using Our Online Trading Facility**

**12-1** You shall be solely responsible for providing and maintaining the means by which to access and use our Online Trading Facility, which may include, but not limited to a personal computer, modem and telephone or other access line.

**12-2** You shall also be responsible for all access and service fees which are necessary to connect to our Online Trading Facility. You further assume all charges associated therewith and you shall assume all charges incurred in accessing such systems. your personal computer(s) or on any other computer(s) through which you will have gain access to, and/or make use of our Online Trading Facility (hereinafter referred to as “computer” or “your computer”).

**12-3** You represent and warrant that you have implemented, maintained and adopted requisite protection measures, including infection or anti-viruses, worms, Trojans horses or other code that manifest contaminating or destructive properties and/or other similar harmful harm or inappropriate materials, devices, information or data, and your computer.

**12-4** You agree that we shall not be held liable, in any manner whatsoever, to you in the event of failure of or damage or destruction to your computer, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software.

**12-5** You will not transmit to, or in any way, either directly or indirectly, expose us or any of our online service providers to any infection or viruses, worms, Trojan horses or other code that that manifest contaminating or destructive properties and/or other inappropriate materials, devices, information or data.

**12-6** You agree to be fully and personally applicable for the due settlement of every transaction and/or contract entered. You are to be responsible for ensuing that, unless otherwise agree beforehand and in writing, you shall control access to your Account, and that no Minor or other person is not permitted to use and access to trading on our Online Trading Facility using your Account. You, as client, shall remain fully liable for any and all positions traded in your account, and for any credit card transactions You agree to indemnify us fully in respect to all costs and losses whatsoever that may be incurred by us and/or by you as a result, direct or indirect, of your failure to perform or settle such a transaction.

**12-7** You agree that in the case that any transaction is entered into and/or any contract is acquired or sold at prices that do not reflect relevant market prices, or that is acquired or sold at an abnormally low level of risk (“mispricing”) due to an undetected programming error, bug, defect, error or glitch in our Online Trading Facility and/or any related software, or for any other reason, resulting in mistaking (for the purpose of this section an “error”), and in any of such events, we reserve the right to cancel such transactions and/or contracts upon notifying to client.



You, as client, have a duty to report to us any problem, error or the nature of the computer error that led to the mispricing, suspect system or other inadequacies.

## **13. Technical Issues**

**13-1** We shall not be liable, and you undertake not to hold or seek to hold us or any of our associates, agents or third-party service providers, responsible or liable for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.

**13-2** We do not represent, warrant or guarantee that you will be able to access and/or use our Online Trading Facility at all times or locations of your choice or preference, or that we will have adequate capacity for our Online Trading Facility as a whole or any geographic location.

**13-3** We do not represent, warrant or guarantee that our Online Trading Facility will provide uninterrupted and error-free service. We do not make any warranties or guarantees with respect to our Online Trading Facility and the contents thereof, including, but not limited to, warranties for merchantability or fitness for a particular purpose.

**13-4** Without prejudice to any of the forgoing, we shall not be held responsible for any liability in connection with the execution of your instructions or orders and requirements due to the failures in the operation of information systems caused by technical faults, which are beyond our control.

## **14. Hyperlinks Provided to Third Parties**

**14-1** We may provide links to other third party websites that are controlled or offered by third parties. Such links to another third party website or websites is NOT an endorsement, authorization, sponsorship or affiliation with respect to such third party website, its owners or its providers.

**14-2** We caution you to ensure that you understand the risks involved in accessing and/or using such third party websites before retrieving, using, relying on or purchasing anything via the internet.

**14-3** We make NO representations whatsoever about any other third party website, which you may access through When you access any other Our Online Trading Facility or which may link to our Online Trading Facility. You are aware and understand that third party website is independent from our Online Trading Facility and that we have no addition over the content on such third party website(s).

In addition, a link from a third party website to our Online Trading Facility does not mean that we endorse or accept any responsibility for the content, or the use, of such third party website.

**14-4** Links from our Online Trading Facility to any other third party websites are provided separately for your convenience, and you agree that you will under no circumstances hold us possible for any damage or losses caused by use of or reliance on any content, goods or services available on other third party websites.

## **15. Software**

**15-1** Our Online Trading Facility may contain software that is provided for downloading ("Software"). You acknowledge and agree that we make no warranty whatsoever that any Software in your computer or equipment from or through our Online Trading Facility or elsewhere will be compatible with, or operate without interruption on, your computer equipment, nor do we warrant that any such Our Online Trading Facility is not. Software is or will be uninterrupted, error free or available at all times, which may be associated with the software that may provide for download and cannot be traceable for issues or faults that arise from the download or use of any such Software.

**15-2** You further understand and agree that your download and/or use of any Software may apply you to risks associated with the download and/or use of software that may not be compatible with your computer. You hereby agree to accept such risks, including, but not limited to, failure of or damage to, hardware, software, communication lines or systems, and/or other computer equipment. We expressly disclaim any liability with respect to the foregoing, and you here by agree to fully indemnify, defend and hold us harmless from any and all damages, liabilities, losses, costs and expenses that may arise therefrom.

**15-3** Each software application downloaded from or through our Online Trading Facility includes a specific personal License to use such Software in accordance with the Terms and Conditions. Downloaded from or through our Online Trading Facility is the subject to the terms of the specific software license a company such download, in addition to these Terms and Conditions.

**15-4** Any software downloaded from or through our Online Trading Facility is intended only for your personal use. You agree to use. commercial use only, unless we have expressly agreed otherwise beforehand and in writing. Any such Software downloaded from or through our Online Trading Facility for the sole purpose of entering into Using transactions and / or Contracts through our Online Trading Facility. Using any such Software to distribute signals, copy trades, share the Software or signals with third parties or use the Software on MAM accounts (or in connection with any other portfolio management structure) is not allowed under this agreement, without our express and prior written consent, and may lead to immediate termination of the License granted Under this Agreement and / or the specific personal license to download and/or use such Software.

**15-5** For the avoidance of doubt, you shall be responsible for, and shall be bound by any unauthorised access and/or use of any Software downloaded from or through our Online Trading Facility, which may be made in breach of this Agreement and/or specific personal license to use such Software. In the event that you receive any data, information or Software via our Online Trading Facility other than that which you are entitled to receive pursuant to these Terms and Conditions, you will immediately notify us and will not use, in any way whatsoever, such data, information or Software.

**15-6** We reserve all rights to modify the terms and conditions of access and use, and/or to discontinue all or part of our services for all software and/or products and/or files downloaded from or through our Online Trading Facility, at any time, at our sole discretion and for any reason, without being obliged to provide you with any explanation or justification.

## **16. Registration**

**16-1** We are obligated by law to confirm and verify the identity of each person who registers on our system and opens an account with us under our Online Trading Facility. There, at any given time, starting from the date of your registration.

We reserve the right to limit, block access to our may ask you to provide personally identifiable information. Online Trading Facility and/or terminate and/or close your account with us, if such information is not provided and/or if any such information provided to us appears to be untrue, inaccurate, incomplete and / or incorrect. If you choose to provide us with such information and register with us as our client, you are confirming to us that any information provided to us is true, accurate, updated and complete information about yourself. Additionally, you agree that you will not impersonate any person or entity, misrepresent any affiliation.

## **17. Eligibility**

**17-1** As previously indicated, it is a pre-condition that our services are only used and contracts are only formed by those who are permitted to enter legally binding agreements. Therefore, if there is any reason why you would not be able to enter a legally binding agreement with us, for whatever reasons, you should not use our services. Such reasons may include, but are not limited to the failure of reaching the age of 18 or are defined as Minors or otherwise are considered not to have requisite legal capacity to enter into a binding contract.

**17-2** Client acknowledges that SvoFX only permits people with sufficient experience, knowledge and understanding in financial investments and fully understand the risks associated with financial investments. If you do not possess the requisite financial knowledge and investment experience independently, you should not use our Online Trading Facility.

## **18. Personal Information**

**18-1** You must provide us with true and complete information (which is not meant to be exhaustive) to include at all times;

- (a) Name (including but not limited to your name);
- (b) address / residency;
- (c) date of birth;
- (d) nationality;
- (e) contact information;
- (f) payment and any other personally identifiable information that we may ask from you from time to time, such as a copy of your passport and/or other identifying documents, that we may request from you from time to time as part of our obligations to comply with applicable “Anti-Money Laundering (AML)” requirement or legislation.

**18-2** In that connection, you hereby represent, warrant, covenant and agree that:

- (a) you are at least 18 years old, or reach such age to conduct financial investment activities under the laws of any jurisdiction that you reside or domicile.
- (b) you are not politically exposed person, and you do not have any close family ties or personal or business connections to the accommodation persons;
- (c) you are of sound mind and you are able to take responsibility for your own actions;
- (d) all the information and details that you have submitted to us or any information and details given to us when opening an account and making a deposit are true, accurate, complete and match the name on the payment card and/or payment accounts in which you intention to deposit or receive funds from your account;
- (e) you have verified and determined that your use of our Online Trading Facility will not violate any Applicable Laws or any laws or regulations of any jurisdiction that applies to you.

**18-3** From time to time you may be requested to provide us with certain documents to verify the details of the credit. Subject to our satisfaction from such documentation checks, any card used by you to deposit funds to your account may or may not be permitted to deposit further funds by recurring credit card or other means of payment.

**18-4** We may elect to provide you with documentation, information and communications in various languages. By accepting these Terms and Conditions, you acknowledge and confirm that our official language is English, and in the event of any discrepancy or inconsistency between any documentation, information and communications in any language other than English, the English documentation, information and communications shall prevail.

## **19. Default**

**19-1** SvoFX shall be entitled (but not be obliged) to exercise its powers under Section [ ] upon or at any time after the occurrence of any of the following events:

- (a) Non-payment: Client defaults in paying, further securing or satisfying on demand any monies or liabilities under this Agreement;
- (b) Breach of representation: any statement, representation, warranty or undertaking made, repeated or deemed to have been repeated by Client in this Agreement or in any notice or other document delivered to SvoFX in connection with this Agreement that is or proves to have been incorrect or misleading when made, repeated or deemed to have been repeated;
- (c) Breach of other obligations: Client fails to perform or comply with any of its other obligations under this Agreement and, if that failure is capable of remedy, does not remedy such failure to the satisfaction of SvoFX immediately following receipt of notice from SvoFX requiring it to do so;
- (d) Winding-up, etc.: where Client is a corporation:
- (e) Bankruptcy, etc.: Bankruptcy proceedings are commenced in respect of Client where Client is an individual, or a bankruptcy order is made against Client or Client makes any composition or arrangement with Client's creditors, dies, becomes of unsound mind and/ or insane;
- (f) Material adverse change in Client's financial condition, etc.: there occurs a material adverse change in Client's business, assets or financial condition which would, in the opinion of SvoFX, prevent or hinder or tend to prevent or hinder Client from performing in any material respect its obligations;
- (g) Judgment or court order: where Client is a partnership or a sole proprietorship, any of its partners or the sole proprietor shall have any judgment or order of Court made or any execution levied against his goods chattels or property, dies, becomes of unsound mind and/or insane;
- (h) Incompetence, etc.: where Client is an individual, a sole proprietor or a partnership, a judicial declaration of incompetence or mental incapacity is made in respect of Client or any of the partners, or Client or any of the partners dies;
- (i) Unlawfulness: where SvoFX in its sole opinion believes there may be a basis for suspicion that Client has engaged or may be engaging in any market malpractice or any other activity which is prohibited by any Laws or Regulatory Rules or applicable terms and conditions of whatsoever nature; or it shall become unlawful for Client to maintain the Account or to perform any of Client's obligations under this Agreement; or any authorisation, consent, approval or licence necessary for Client to continue the Account or to perform any of its obligation under this Agreement is withdrawn, restricted, revoked or otherwise ceases to be in full force and effect;
- (j) Fraud, etc: Client is convicted of an offence involving fraud, deception or dishonesty or any other serious criminal offence (other than a road traffic offence where a non-custodial sentence is imposed);
- (k) Regulatory requirements: in the discretion of SvoFX, the exercise by SvoFX of any powers conferred by Section 19.2 is necessary for compliance with any Applicable Laws;
- (l) Suspension of the account: the account or the trading in relation to any Online Trading Facility in the account is for whatsoever reason suspended;
- (m) Illiquidity: in the absolute opinion of SvoFX, there occurs market conditions (for example, illiquidity) or actions that may make it difficult or impossible to effect the relevant transactions or liquidate or offset the relevant positions;

(n) Others: a situation shall have arisen or continued which SvoFX, in its absolute discretion determine, may jeopardise the position of SvoFX and require SvoFX to take such action as may be necessary for the protection of SvoFX.

**19-2** Upon or at any time following the occurrence of any of such events as set out in Section 19-1 above, all amounts owing by Client to SvoFX shall become immediately payable on demand and SvoFX may, in its discretion, without notice to Client, do any or more or all of the following:

- (a) terminate all or any part of this Agreement and close the Account, or otherwise suspend operation of the Account;
- (b) satisfy any obligation Client may have to SvoFX (either directly or by way of guarantee or suretyship) out of any property belonging to Client in the custody or control of SvoFX;
- (c) cancel any or all outstanding instructions or any or all commitments with or on behalf of Client;
- (d) close, liquidate and/or give up all or any positions in the account (notwithstanding the value dates of the contracts in respect of Online Trading Facility concerned having expired); and
- (e) combine or consolidate any or all accounts of Client and exercise any right of set-off in accordance with this Agreement.

## **20. Disclaimer, Limitation of Liability and Indemnities**

**20-1** To the maximum extent permitted by law, SvoFX will not be liable for any consequential, incidental, special, direct, or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of the SvoFX sites and third-party content, inconvenience or delay). Client is acknowledged and agreed that this provision remains valid and with full legal force even if either party of this Agreement had been advised of the possibility of such damages or losses.

**20-2** Except as otherwise required by law, SvoFX will not be liable to you or anyone else for any loss resulting from a cause over which such SvoFX does not have direct control. This includes, without limitation, the failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorized access, viruses, theft, operator errors, severe or extraordinary weather (including flood, earthquake, or other act of god), fire, war, insurrection, terrorist act, riot, labor dispute and other labor problems, accident, emergency or action of government.

**20-3** Notwithstanding anything contrary to this Agreement, to the maximum extent permitted by the applicable laws, SvoFX's aggregate liability for any claims made by or to be made by client for any loss, damage, costs or expenses under or in connection with the Agreement caused by any alleged breach of contract, negligence or breach of statutory duty or due to any other reasons shall be in no circumstances exceed the total amount paid by the client to SvoFX and actually received by SvoFX from the client.



**20-5** Client agrees that SvoFX or any of its respective officers, employees or agents shall not have any liability whatsoever (other than those resulting from gross negligence, fraud and deception) for any loss, expense or damage which the client may incur as a result of the performance or failure to perform this Agreement or as a result of any act or omission of any third party (whether or not appointed by SvoFX). Further, SvoFX and its respective officers, employees or agents accept no liability as a result of compliance with any Applicable Laws. Client further undertakes with SvoFX to indemnify and keep SvoFX and its respective officers, employees or agents (each an “Indemnified Person”) on a full indemnity basis from and against all claims, losses, damages, costs, expenses and liabilities of whatsoever nature (other than those resulting from gross negligence, fraud and deception on the part of SvoFX) incurred, suffered or sustained by or made or brought against or threatened to be made or brought against each Indemnified Person directly or indirectly arising out of or in connection with the performance of any act or exercise of any right or discretion or any inaction taken or chosen by SvoFX.

**20-6** Client undertakes to do and/or execute, at his or her own cost, any act or deed which SvoFX may require in connection with the implementation, execution and/or enforcement of, and/or giving full effect to, this Agreement or any terms of it. Client hereby irrevocably and by way of security for his or her obligations under or in connection with this Agreement appoints SvoFX as its attorney to do and/or execute any act, deed, document and/or thing which client undertakes to do and/or execute under or in connection with this Agreement but fails to do and/or execute upon the requests of SvoFX. Client hereby ratifies and confirms and agrees to ratify and confirm any instrument, act or thing which any such attorney may do or execute.

**20-7** SvoFX may at any time and from time to time set off or transfer any sum (in whatever currencies) to the credit of any of your account(s) with us towards satisfaction of your liabilities of whatever nature (including liabilities incurred as a principal or surety and whether such liabilities are actual or contingent, primary or collateral, joint or several) to us.

## **21. Control Language**

**21-1** This Agreement and all other agreements and/or documents executed on the basis of this Agreement shall be written and interpreted in English.

**21-2** In the event that this Agreement has been translated into a language other than English, it is the English version that will be prevailing and controlling in the event of any discrepancy.

## **22. Governing law and jurisdiction:**

**22-1** Unless otherwise agreed, these Terms and Conditions and their enforcement are governed by the laws of Saint Vincent and the Grenadines, without regard to principles of conflicts of law, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. Unless a dispute would be governed by an applicable arbitration clause, you irrevocably agree to submit to the jurisdiction of the courts in Saint Vincent and the Grenadines and hereby waive any objection to the convenience or propriety of venue therein, but always Provided, however, that nothing herein shall prevent SvoFX's from bringing any action in the courts of any other jurisdiction.