

Terms and Conditions

1. Introduction

These Terms and Conditions establish the agreement between SimpleWealthFX (referred to as "the Company") and the end user of the Company's services (referred to as "the Client"). By opening an account and accepting these Terms and Conditions, the Client enters into a legally binding agreement with the Company, and their use of the services is governed by this Agreement. The Client confirms their understanding and agreement with the terms of use by accepting these Terms and Conditions. If the Client disagrees with any of the terms and conditions outlined below and does not wish to be bound by them, they should refrain from accessing or using the website.

2. Services

The Company provides trading services in the financial markets ("Services"), including the ability for Clients to engage in options trading with predetermined fixed returns or other financial offerings periodically provided by the Company. The Client acknowledges and agrees that the Services are non-delivery based, and they are not entitled to physical delivery of any financial instrument at any point.

3. Account Requirement

Subject to the terms of this Agreement, the Client may receive Services from the Company and engage in transactions through an account opened by the Client with the Company ("Account"). The Client acknowledges and agrees that: (i) Before opening an account, the Client must familiarize themselves with and agree to the Company's Risk Policy, Privacy Policy, AML Policy, Withdrawal and Refund Policy and these Terms and Conditions. (ii) Apart from the Client's right to execute transactions and withdraw funds from the Account, subject to the terms and conditions stated herein, the Client has no other interest in the Account. (iii) The Client's use of the Account and their right to obtain Services is subject to the Company's consent, which is based, among other things, on the KYC Process.

4. Opening an Account by the Client

The Client declares irrevocably that they are acting solely for their own benefit and not on behalf of any other person or entity. If the Client attempts to open multiple accounts under their own name or any other name or uses the Services through another person's account, the Company reserves the right to immediately close all pending transactions and accounts, retain funds, and block the Client from future use of the Services. In consideration of the rights granted to the Client upon opening an account with the Company, the Client represents, warrants, covenants, and agrees that:

- I. The Client is of legal age, mentally competent, and legally capable of taking responsibility for their own actions.
- II. All information provided by the Client to the Company, including during the KYC Process, is true, current, correct, and complete. This information should match the name(s) on the credit/debit card(s) or other payment accounts used for deposits or withdrawals. The Client agrees to promptly notify the Company of any changes to such information or its accuracy.
- III. The Client's entry into this Agreement, all contemplated transactions, and the performance of their obligations under this Agreement and any Transaction will not violate any applicable laws.
- IV. The Client has full ownership of the Account and has not granted and will not grant a security interest in the Account, except for the security interest granted to the Company.

- V. The Client is liable for all Orders given through their username and password, and any such Orders received by the Company will be considered as received from the Client.
- VI. The Client has verified and confirmed that their use of the Trading Platforms and Services does not violate any laws or regulations applicable to them.
- VII. The Client fully understands the methods, rules, and procedures of the Services and the execution of Transactions in general. The Client also possesses sufficient experience and/or knowledge in trading to evaluate the merits and risks of trading without solely relying on information contained on the website or any other communication from the Company.
- VIII. The Client has implemented and will maintain appropriate security measures for their computer, protecting against computer viruses, unauthorized access, and other harmful materials, devices, information, or data.

Once an account is opened in the Client's name, the Client is responsible for monitoring the Account. If the Client becomes aware that their Access Codes are lost or being used by an unauthorized third party, they must immediately notify the Company. Furthermore, the Client agrees to promptly inform the Company if they notice any failure in receiving messages, accurate confirmations of execution, Account balance information, order history, or if they receive confirmation of an Order they did not place.

5. Compliance

The Client understands and accepts that upon registration on the Website or at any time thereafter, the Company is required to conduct a "Know Your Client Process" (KYC Process) and anti-money laundering checks (AML Checks). The Company must also comply with the General Data Protection Regulation, where applicable. The Client may be requested to provide certain documents, such as an identity card, passport, driver's license, proof of address, and proof of payment method. The Client is advised to review the KYC, AML, Privacy Policy, and Risk Policy to familiarize themselves with the Company's policies. By opening an account, the Client agrees to comply with these policies. If the Client fails to complete the requested documents and information necessary for the Company's legal obligations or if such documents are not approved by the Company, the Company may, at its sole discretion, block the Account from trading or terminate this Agreement. The Company may also withhold any funds in the Account until it has fulfilled its legal duties regarding the required documents. If the documents provided by the Client do not pass the Company's internal compliance checks or violate applicable law, the Company is under no obligation to accept such documents as valid. The Company is also not obliged to provide specific feedback on the nature of its findings regarding these documents.

6. Trading Instructions

The Company accepts all orders on a best-effort basis. Therefore, the Company bears no liability for the failure to execute orders and makes no guarantees of an order's priority over orders from other counterparties. The Company reserves the right, but not the obligation, to reject any order, before or after confirmation, or cancel any Transaction that violates applicable laws or rules, is otherwise illegal, or as outlined in this Agreement. The Company may also refuse, reverse, suspend, freeze, or close any and all Transactions, quotes, and orders if the Client uses the Trading Platforms abusively or engages in illegal practices that give the Client an unfair advantage. The Company holds no liability for any potential damages the Client may suffer due to transmission errors, technical faults, system errors, or deficiencies caused by third parties or internet service providers. The Client acknowledges that access to electronic systems/trading platforms may be limited or unavailable due to system errors, and the Company reserves the right to suspend access to electronic systems/trading platforms for this reason. The use of unauthorized third-party trading software is strictly prohibited. The Company reserves the

right to cancel transactions executed through unauthorized software or close accounts associated with such software. The Company may require the Client to limit the number of open positions they have with the Company at any given time. The Company may also, at its sole discretion, close one or more Transactions to ensure compliance with position limits. The Client will be notified in advance of any position limits through the Company's website or trading platforms. If a specific risk results in a predicted fall in value for an underlying asset of a Financial Instrument, the Company reserves the right to withdraw that specific financial instrument from its trading platform. The Company has the right to set control limits for the Client's orders at its absolute discretion. These limits may include controls over maximum order amount and size, verification

7. Collateral

In order to engage in transactions within the Account, the Client must meet the Company's requirement of providing and maintaining sufficient funds as collateral to secure any new or existing transactions. The Company has the sole discretion to determine the appropriate collateral amount, both before and after the execution of any order placed with the Company. At the Company's request or at the Client's discretion, the Client may increase the collateral amount in the account by making additional deposits. The Client must always maintain a margin equal to or greater than the amount specified by the Company. Margin deposits will be considered received by the Company upon their actual receipt. The Company shall not be liable for any losses incurred by the Client resulting from the liquidation or set-off of positions. If the collateral is insufficient to cover all liabilities under this Agreement and the Account, the Company may inform the Client of a margin call. In such cases, if the margin call exceeds the cash amount in the Client's deposit account and is lower than 100 USD (or the equivalent in another currency), the Company reserves the right to recover the remaining margin amount by enforcing a promissory note. The maximum amount of the promissory note will be the difference between the Client's deposit and the margin call. However, the promissory note will not be enforced if the margin call is equal to or lower than the Client's deposit at any given time.

8. Deposit Requirement

Upon entering into this Agreement, the Client is required to transfer an initial deposit to the Account. The specific minimal amount will be determined by the Company and communicated to the Client. This deposit, along with any profits, losses, credits, debits, and commissions, will serve as collateral ("Collateral" or "Margin") for conducting transactions in the Account. The Client pledges this Collateral to the Company as the primary security interest to fulfil any obligations or debts owed by the Client to the Company under this Agreement. This pledge remains in effect until the Agreement is terminated and all Client obligations to the Company have been fully satisfied. Additionally, the Client authorizes the Company to cover or liquidate positions or Collateral as deemed appropriate by the Company, and to set off Collateral amounts in the Account against any funds owed by the Client to the Company. The Company also reserves the right to close the Account if the Margin falls below the minimum margin requirement, without prior notice to the Client. The Client acknowledges that the minimum margin deposit required to open an Account with the Company and engage in transactions is 200 USD (or the equivalent in another currency). The Company may, at its sole discretion and on an ad-hoc basis, modify the minimum margin requirements for different financial assets and notify the Client of the need to make further deposits to meet the minimum Margin requirement.

9. Orders and Instructions

The Client is required to place all orders through the Trading Platforms. All transactions will be subject to the Trading Conditions and other relevant terms outlined on the Company's Website and prevailing practices. These Trading Conditions, including market hours, minimum quantities, and expiry dates,

are detailed on the relevant pages of the Website and are subject to amendment by the Company at its sole discretion. The Client assumes sole liability for any loss, damage, costs, or expenses arising from its Transactions and use of the Trading Platforms. The Company accepts all orders on a best-effort basis only and does not guarantee priority of an order over the orders of other counterparties. The Company has the right to reject or cancel any order that violates applicable laws, rules, or the terms of this Agreement.

10. Security

The Client will be provided with Access Codes to gain online access to the Company's website and/or trading platforms, enabling the placement of orders and execution of Transactions. The Client can trade on the Trading Platforms using personal computers, smartphones, or similar internet-connected devices. The Client acknowledges that the Company, at its absolute discretion, may terminate access to its systems to protect both the Company's and the Client's interests and ensure system effectiveness and efficiency. The Client is responsible for monitoring their Account and must immediately notify the Company in case of lost or unauthorized use of the Access Codes. Additionally, the Client agrees to promptly inform the Company of any failure to receive messages related to order reception, execution confirmation, account balances, or any receipt of confirmation for an Order that the Client did not place.

The Company will not be held responsible for unauthorized access to information, including electronic addresses and personal data, exchanged between the Client and the Company or any other party over the internet or other electronic means. The Company is not liable for power cuts or failures that impede system or Trading Platform usage, nor for any failure to fulfil obligations under this Agreement due to network or electricity issues.

The Company shall not be liable for transmission errors, technical faults, malfunctions, illegal interventions, network overloads, viruses, system errors, delays in execution, third-party access blocking, internet malfunctions, interruptions, or deficiencies caused by internet service providers. The Client acknowledges that access to electronic systems/trading platforms may be limited or unavailable due to such errors, and the Company reserves the right to suspend access to these systems upon notifying the Client. The use of unauthorized third-party trading software is strictly prohibited, and the Company reserves the right to cancel any transactions executed through such software.

11. Cancellation of Transactions

The Company retains the right to close, replace, or reverse any Transaction, buy, sell, borrow, lend, or engage in any other action deemed necessary by the Company to cover, reduce, or eliminate its loss or liability under Client's commitments. The Company may also cancel transactions, suspend the Client's account, hold Client's funds, and terminate this Agreement upon notice to the Client if the Company determines that the Client is engaging in trading strategies or activities designed to exploit price quotation errors or engaging in prohibited practices.

12. Dormant Accounts

Any trading account that remains inactive, with no trades or deposits for a period exceeding 90 days, will be classified as a Dormant Account. The Client acknowledges that such accounts will be subject to a handling fee of 10% or 100 USD (or the equivalent in another currency), whichever amount is greater, per month. Zero balance accounts will also be considered Dormant Accounts. To reactivate a Dormant Account, the Client must contact the Company and may be required to provide up-to-date identification documentation at the Company's discretion.

13. Account Restrictions

If the Company determines, at its sole discretion, that the Client is engaging in trading strategies or activities intended to exploit price quotation errors or server latency, or practices such as price manipulation, lag trading, or time manipulation, the Company may cancel transactions, suspend the Client's account, hold Client's funds, and terminate this Agreement. The Client acknowledges that potential damages resulting from transmission errors, technical faults, illegal interventions, network overloads, viruses, system errors, third-party access blocking, internet malfunctions, interruptions, or deficiencies caused by internet service providers are not the liability of the Company.

14. Customer Support

The Company offers a free customer support and complaint service for the Platform. The Company aims to acknowledge written requests and complaints from clients within three business days and resolve them, if possible, within five to fifteen business days.