

MaxifyFX Ltd - Client Agreement

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE OPENING AN ACCOUNT AND TRADING WITH MAXIFYFX LTD. BY OPENING AN ACCOUNT AND TRADING WITH US, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, YOU MUST NOT OPEN AN ACCOUNT OR ENGAGE IN ANY TRADING ACTIVITIES WITH MAXIFYFX LTD.

1. INTRODUCTION

This Client Agreement (the **Agreement**) is made and entered into by and between MaxifyFX Ltd, a company duly registered in Saint Lucia under registration number 2023-00670, with its principal place of business at Ground Floor, The Sotheby Building, Rodney Bay, Gros-Islet, Saint Lucia (hereinafter referred to as **Broker, MaxifyFX Ltd, We, Us, or Our**), and the individual or entity opening an account with the Broker (hereinafter referred to as **Client, You, or Your**). This Agreement governs the relationship between the Broker and the Client with respect to the provision of trading services and the use of the Broker's Trading Platform.

The purpose of this Agreement is to set forth the terms and conditions under which the Broker will provide services to the Client, including but not limited to access to financial markets, execution of trades, and management of the Client's Account. By entering into this Agreement, the Client acknowledges the inherent risks of trading and agrees to comply with all terms herein.

2. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below unless the context requires otherwise:

- **Account:** The trading account opened by the Client with the Broker for the purpose of executing trades in Financial Instruments.
- **Agreement:** This Client Agreement, including any schedules, appendices, or amendments made from time to time.
- **Broker:** MaxifyFX Ltd, as defined above.
- **Client:** The individual or entity opening an Account with the Broker.
- **Trading Platform:** The electronic trading platform, software, or application provided by the Broker to the Client for the purpose of placing Orders and managing trades.
- **Order:** An instruction from the Client to the Broker to buy or sell a Financial Instrument.
- **Financial Instrument:** Any currency pair, commodity, index, stock, derivative, or other financial product offered by the Broker for trading.
- **Leverage:** The ratio of the amount of capital used in a transaction to the required Margin, as determined by the Broker.
- **Margin:** The amount of funds required to be maintained in the Client's Account to support open positions, as determined by the Broker.
- **Margin Call:** A notification issued by the Broker to the Client indicating that the Account's equity has fallen below the required Margin level.
- **Force Majeure Event:** Any event beyond the reasonable control of a party, including but not limited to acts of God, natural disasters, war, terrorism, riots, civil unrest, strikes, lockouts, government regulations or restrictions, exchange or market rulings, communication or power failures, cyberattacks, and computer or software malfunctions.
- **Business Day:** Any day other than a Saturday, Sunday, or legal holiday in Saint Lucia.
- **Applicable Law:** All laws, regulations, rules, and guidelines applicable to the Broker and the Client, including but not limited to financial regulations, anti-money laundering laws, and data protection laws in Saint Lucia and any other relevant jurisdiction.
- **Regulatory Authority:** Any governmental or regulatory body with jurisdiction over the Broker's operations or the Client's activities.

- **Losses:** Any direct, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, or goodwill.

3. ACCOUNT OPENING

3.1. Eligibility

To open an Account with the Broker, the Client must:

- Be at least 18 years of age (or the legal age of majority in their jurisdiction, if higher).
- Be legally competent to enter into this Agreement.
- Not be a resident of a jurisdiction where trading in Financial Instruments or the Broker's services are prohibited or restricted by Applicable Law.
- Not be subject to any sanctions, embargoes, or restrictions that would prevent the Broker from providing services to the Client.

3.2. Application Process

The Client must complete and submit an Account application form through the Broker's website or other designated channels, providing accurate, complete, and up-to-date information. The Client warrants that all information provided is true and correct and agrees to notify the Broker immediately of any changes to such information.

3.3. Know Your Customer (KYC) and Anti-Money Laundering (AML)

Compliance

The Client must provide all documentation and information required by the Broker to comply with KYC, AML, and other regulatory requirements. This includes, but is not limited to, proof of identity, proof of address, source of funds, and any other documents deemed necessary by the Broker. The Broker reserves the right to request additional documentation or information at any time during the relationship with the Client. Failure to provide such documentation may result in the suspension or termination of the Account.

In addition, the Company has the right, in the event of a deposit exceeding USD 5,000, to request proof of the source of funds, whether at the time of deposit or withdrawal. In the absence of legally documented proof of the source of funds, the Company reserves the right to refund only the deposit amount to the Client and close the account, in accordance with the Anti-Money Laundering Policy.

3.4. Account Approval and Rejection

The Broker reserves the absolute right to approve or reject any Account application at its sole discretion, without providing any reason for such rejection. The Broker may also suspend or terminate an Account at any time if it determines that the Client does not meet eligibility criteria or poses a risk to the Broker's operations or reputation.

3.5. Account Security

The Client is solely responsible for maintaining the confidentiality of their Account login credentials, including usernames, passwords, and any other access codes. The Client agrees to notify the Broker immediately of any unauthorized use of their Account or any breach of security. The Broker shall not be liable for any Losses incurred by the Client due to unauthorized access or use of the Account resulting from the Client's failure to safeguard their credentials.

3.6. Single Account Policy

Unless otherwise agreed in writing by the Broker, the Client may only open and maintain one Account with the Broker. The Broker reserves the right to close any additional Accounts opened by the Client without prior notice and to transfer any funds or positions to the primary Account or return them to the Client, less any applicable fees.

4. TRADING TERMS

4.1. Order Placement

The Client may place Orders exclusively through the Trading Platform provided by the Broker. The Broker shall not be responsible for Orders placed through any other means, including but not limited to telephone, email, or third-party platforms, unless explicitly agreed in writing.

4.2. Order Execution

The Broker will use commercially reasonable efforts to execute the Client's Orders promptly and at the best available price. However, the Client acknowledges and agrees that:

- The Broker does not guarantee execution at the requested price due to market volatility, slippage, or other factors beyond the Broker's control.
- The Broker may act as a market maker or principal in certain transactions or may route Orders to third-party liquidity providers, and the Client consents to such arrangements.
- The Broker is not liable for any delays, rejections, or failures in Order execution caused by market conditions, technical issues, or other factors.

4.3. Order Types

The Broker offers various Order types, including but not limited to Market Orders, Limit Orders, Stop Loss Orders, and Take Profit Orders. The availability of specific Order types may vary depending on the Financial Instrument or market conditions. The Broker reserves the right to add, remove, or modify Order types at any time without prior notice to the Client.

4.4. Prohibited Trading Practices

The Client agrees not to engage in any trading practices that are deemed abusive, manipulative, or detrimental to the integrity of the market or the Broker's operations. Prohibited practices include, but are not limited to:

- Arbitrage, including latency arbitrage or exploiting price discrepancies.
- Scalping or high-frequency trading that disrupts market stability or the Broker's systems.
- Use of Expert Advisors (EAs), bots, or automated trading systems that exploit system vulnerabilities, create excessive server load, or engage in prohibited practices.

- Collusion with other traders or third parties to manipulate prices, spreads, or market conditions.
- Trading on non-public or insider information.
- Any other activity that the Broker, in its sole discretion, deems to be abusive, unethical, or in violation of Applicable Law or this Agreement.

The Broker reserves the right to investigate any suspected prohibited activity, cancel or reverse trades, suspend or terminate the Client's Account, and take any other action deemed necessary to protect its interests, without prior notice to the Client.

4.5. Right to Cancel or Modify Orders

The Broker reserves the right to cancel, modify, or reject any Order if it believes, in its sole discretion, that the Order:

- Violates this Agreement or Applicable Law.
- Poses a risk to the Broker's systems, operations, or reputation.
- Is based on erroneous pricing, technical glitches, or other irregularities.

The Broker shall not be liable for any Losses incurred by the Client as a result of such cancellation, modification, or rejection.

4.6. Market Data and Information

Market data, quotes, news, and other information provided by the Broker through the Trading Platform or other channels are for informational purposes only. The Broker does not guarantee the accuracy, completeness, or timeliness of such data and shall not be liable for any Losses incurred by the Client due to reliance on such information.

4.7. Trading Hours

Trading hours for Financial Instruments are determined by the relevant markets and may vary. The Broker reserves the right to modify trading hours or suspend trading in certain Financial Instruments due to market holidays, low liquidity, or other conditions, without prior notice to the Client.

4.8. Conflicts of Interest

The Client acknowledges that the Broker may have conflicts of interest in executing trades, including acting as a counterparty to the Client's trades or earning revenue from spreads, commissions, or other fees. The Client consents to such arrangements and agrees that the Broker is not obligated to disclose specific details of its relationships with liquidity providers or other third parties unless required by Applicable Law.

5. MARGIN AND LEVERAGE

5.1. Margin Requirements

Margin requirements for each Financial Instrument are determined by the Broker and may vary based on market conditions, volatility, Account type, and Leverage settings. The current Margin requirements will be published on the Broker's website or within the Trading Platform. The Client is responsible for monitoring and maintaining sufficient Margin in their Account to support open positions.

5.2. Leverage

The Broker offers Leverage up to a maximum ratio as specified on its website or within the Trading Platform (e.g., 1:500). Leverage levels may vary depending on the Financial Instrument, Account type, or regulatory restrictions. The Broker reserves the right to reduce or increase Leverage limits at any time, without prior notice to the Client, particularly in response to market volatility or regulatory changes.

5.3. Margin Call

If the equity in the Client's Account falls below the required Margin level, the Broker will issue a Margin Call notification through the Trading Platform, email, or other communication channels. The Client must deposit additional funds or close positions to meet the Margin requirement within the timeframe specified by the Broker. Failure to respond to a Margin Call may result in the actions described in Section 5.4.

5.4. Liquidation of Positions

If the Client fails to meet a Margin Call or if the Account equity falls to a critical level (as determined by the Broker), the Broker reserves the right to liquidate any or all of the Client's open positions at its sole discretion, without prior notice to the Client. The Broker shall not be liable for any Losses incurred by the Client as a result of such liquidation, including but not limited to losses due to unfavorable market prices or slippage.

5.5. Right to Change Margin and Leverage

The Broker reserves the right to change Margin requirements and Leverage limits at any time, without prior notice to the Client, particularly in response to market volatility, regulatory changes, or other risk factors. The Client acknowledges that such changes may result in immediate Margin Calls or liquidation of positions and agrees to bear full responsibility for any resulting Losses.

5.6. Negative Balance Protection

The Broker may, at its sole discretion, offer negative balance protection to certain Clients or Account types, subject to Applicable Law and the Broker's policies.

Where negative balance protection is not offered or applicable, the Client is responsible for any negative balance in their Account and must repay such amounts to the Broker immediately upon demand.

6. FEES AND CHARGES

6.1. Types of Fees

The Broker may charge the following fees and charges, which will be published on its website or within the Trading Platform:

- Commissions: Fees charged on certain Financial Instruments or Account types for executing trades.
- Spreads: The difference between the bid and ask prices of Financial Instruments, which constitutes part of the Broker's revenue.

- Swaps (Rollover Interest): Fees charged for holding positions overnight, based on the interest rate differential between the currencies or instruments involved.
- Inactivity Fees: Fees charged on Accounts that have been inactive (no trading activity) for a specified period, as determined by the Broker.
- Withdrawal Fees: Fees charged for processing withdrawals, which may vary depending on the withdrawal method.
- Other Charges: Fees for additional services, including but not limited to Account maintenance, premium data feeds, research tools, or currency conversion.

6.2. Right to Change Fees

The Broker reserves the right to introduce new fees or modify existing fees and charges at any time, without prior notice to the Client. Updated fee schedules will be published on the Broker's website or within the Trading Platform, and continued use of the Broker's services constitutes acceptance of such changes.

6.3. Deduction of Fees

The Client authorizes the Broker to deduct any applicable fees, charges, or taxes directly from the Client's Account balance without prior notice. If the Account balance is insufficient to cover such amounts, the Broker may liquidate positions or take other actions to recover the owed amounts.

6.4. Tax Obligations

The Client is solely responsible for any taxes, duties, or levies applicable to their trading activities or Account balances, including but not limited to income tax, capital gains tax, or withholding tax. The Broker shall not be liable for any tax obligations of the Client and may withhold or deduct amounts from the Client's Account as required by Applicable Law.

7. DEPOSITS AND WITHDRAWALS

7.1. Deposit Methods and Policies

The Broker accepts deposits through methods specified on its website, including but not limited to bank transfers, credit/debit cards, and electronic payment systems. The Client must ensure that deposits are made from accounts or payment methods registered in their name. Deposits from third parties will not be accepted and may be returned, less any applicable fees.

7.2. Minimum Deposit Amount

The minimum deposit amount required to open or maintain an Account is specified on the Broker's website and may vary depending on the Account type. The Broker reserves the right to change the minimum deposit amount at any time without prior notice.

7.3. Withdrawal Requests

The Client may request withdrawals through the Trading Platform or other designated channels. Withdrawals will only be processed to accounts or payment methods registered in the Client's name, in compliance with AML regulations. The Client must ensure that all Account verification requirements are met before requesting a withdrawal.

7.4. Withdrawal Processing Times

The Broker will use reasonable efforts to process withdrawal requests within the timeframes specified on its website (e.g., 1-5 Business Days). However, processing times may vary due to factors beyond the Broker's control, such as payment provider delays, bank holidays, or additional verification requirements. The Broker shall not be liable for any delays in processing withdrawals.

7.5. Withdrawal Fees

The Broker may charge fees for processing withdrawals, which will be deducted from the withdrawn amount. Withdrawal fees vary depending on the payment method and will be published on the Broker's website.

7.6. Right to Refuse or Delay Withdrawals

The Broker reserves the right to refuse, delay, or cancel a withdrawal request if:

- The request violates this Agreement or Applicable Law.
- There are pending investigations or disputes related to the Client's Account.

- The Client has not met KYC/AML or other verification requirements.
- There are insufficient funds in the Account to cover fees, charges, or Margin requirements.
- The Broker suspects fraudulent activity, money laundering, or other prohibited conduct.

The Broker shall not be liable for any Losses incurred by the Client due to such refusal, delay, or cancellation.

7.7. Currency Conversion

If a deposit or withdrawal involves currency conversion, the Broker may apply its own exchange rates, which include a markup or fee. The Client acknowledges that such rates may differ from market rates and agrees to bear any associated costs.

8. RISK DISCLOSURE

8.1. General Risk Warning

Trading in Financial Instruments involves a high degree of risk and is not suitable for all investors. The Client acknowledges that they may lose all or part of their invested capital and that trading may result in financial losses exceeding the initial investment, particularly when using Leverage.

8.2. Specific Risks

The Client acknowledges and accepts the following risks associated with trading:

- Leverage Risk: Leverage can magnify both profits and losses, potentially leading to rapid and significant Losses.
- Market Risk: The value of Financial Instruments can fluctuate rapidly due to economic, political, or other factors, resulting in unpredictable Losses.
- Counterparty Risk: The Broker may act as a counterparty to the Client's trades, and the Client is exposed to the risk that the Broker may default on its obligations. Additionally, third-party liquidity providers or other counterparties may also default.

- Volatility Risk: High market volatility can increase the likelihood of Losses, particularly during news events or market openings.
- Liquidity Risk: Certain Financial Instruments may be illiquid, making it difficult or impossible to buy or sell at the desired price or time.
- Technology Risk: The Trading Platform and related systems may experience technical malfunctions, downtime, or cyberattacks, resulting in delays, data loss, or inability to execute trades.
- Regulatory Risk: Changes in Applicable Law or regulatory policies may impact the availability of certain Financial Instruments, Leverage levels, or the Broker's ability to provide services.
- Geopolitical Risk: Wars, political instability, or other global events may cause sudden market disruptions and Losses.

8.3. No Guarantees

The Broker does not guarantee that the Client will achieve profits from trading or that Losses will be limited. The Client trades at their own risk and is solely responsible for their trading decisions and outcomes.

8.4. Independent Advice

The Broker does not provide financial, legal, tax, or investment advice. The Client is encouraged to seek independent professional advice before engaging in trading activities with the Broker.

9. LIABILITY AND INDEMNIFICATION

9.1. Limitation of Liability

To the maximum extent permitted by Applicable Law, the Broker, its affiliates, directors, officers, employees, and agents shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement or the Client's use of the Broker's services. This includes, but is not limited to, loss of profits, revenue, data, goodwill, or business opportunities, whether arising from negligence, breach of contract, or otherwise. The Broker's

total liability to the Client for any claim under this Agreement shall be limited to the total amount of fees paid by the Client to the Broker in the six (6) months preceding the event giving rise to the claim.

9.2. Exclusion of Liability for Certain Events

The Broker shall not be liable for any Losses incurred by the Client due to:

- Market movements, volatility, or other factors beyond the Broker's control.
- Technical failures, system downtime, or interruptions in the Trading Platform or internet connectivity.
- Errors, omissions, or delays in Order execution caused by third-party providers or market conditions.
- The Client's failure to monitor their Account, respond to Margin Calls, or comply with this Agreement.
- Unauthorized access to the Client's Account due to the Client's negligence or failure to secure their credentials.
- Force Majeure Events as defined in Section 14.

9.3. Indemnification

The Client agrees to indemnify, defend, and hold harmless the Broker, its affiliates, directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, damages, liabilities, Losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to:

- The Client's breach of this Agreement or any representation, warranty, or covenant herein.
- The Client's violation of Applicable Law or the rights of any third party.
- The Client's trading activities, including but not limited to prohibited practices or fraudulent conduct.
- The Client's use or misuse of the Trading Platform or other services provided by the Broker.
- Any inaccurate or incomplete information provided by the Client during the Account opening process or thereafter.

9.4. Disclaimer of Warranties

The Broker provides the Trading Platform and its services on an **as is** and **as available** basis, without any warranties of any kind, whether express, implied, or

statutory. This includes, but is not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, or uninterrupted or error-free operation. The Broker does not warrant that the Trading Platform will meet the Client's requirements or that access to the Platform will be secure, timely, or free from defects.

10. TERMINATION AND SUSPENSION

10.1. Termination by Client

The Client may terminate this Agreement at any time by providing written notice to the Broker and closing all open positions. Termination will be effective upon the Broker's confirmation of receipt of the notice and settlement of any outstanding fees, charges, or obligations owed by the Client.

10.2. Termination or Suspension by Broker

The Broker may suspend or terminate this Agreement or the Client's Account at any time, with or without cause, by providing written notice to the Client. Grounds for suspension or termination include, but are not limited to:

- Breach of this Agreement by the Client.
- Suspected or confirmed fraudulent activity, money laundering, or other prohibited conduct.
- Failure to meet KYC/AML or other verification requirements.
- Regulatory or legal restrictions that prevent the Broker from continuing to provide services to the Client.
- Any other reason deemed necessary by the Broker to protect its interests, reputation, or compliance obligations.

10.3. Effect of Termination

Upon termination of this Agreement:

- The Client's Account will be closed, and access to the Trading Platform will be revoked.

- All open positions will be closed at the prevailing market prices, and the Broker shall not be liable for any Losses resulting from such closures.
- Any remaining funds in the Account will be returned to the Client, less any applicable fees, charges, or deductions.
- The Client's obligations under Sections 9 (Liability and Indemnification), 11 (Governing Law and Dispute Resolution), and other provisions intended to survive termination shall remain in full force and effect.

10.4. Dormant Accounts

If the Client's Account remains inactive for a period specified by the Broker (e.g., 6 months), the Broker may classify the Account as dormant and charge inactivity fees. The Broker reserves the right to close dormant Accounts and return any remaining funds to the Client, less applicable fees, after providing reasonable notice.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Saint Lucia, without regard to its conflict of laws principles. The Client irrevocably submits to the exclusive jurisdiction of the courts of Saint Lucia for any matters not subject to arbitration under Section 11.2.

11.2. Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Agreement, including its formation, interpretation, breach, or termination, shall be resolved through binding arbitration in Gros-Islet, Saint Lucia, in accordance with the rules of the International Chamber of Commerce (ICC). The arbitration shall be conducted by a single arbitrator appointed in accordance with ICC rules, and the language of the arbitration shall be English. The arbitrator's decision shall be final and binding on both parties, and judgment on the award may be entered in any

court of competent jurisdiction. The Client waives any right to bring claims in court or to participate in class actions or representative proceedings.

11.3. Costs of Dispute Resolution

Each party shall bear its own costs and expenses related to arbitration or legal proceedings, including attorneys' fees, unless the arbitrator or court determines otherwise. However, if the Broker prevails in any dispute, the Client agrees to reimburse the Broker for all reasonable costs and expenses incurred, including attorneys' fees.

11.4. Waiver of Jury Trial

To the extent permitted by Applicable Law, the Client irrevocably waives any right to a trial by jury in any legal proceeding arising out of or relating to this Agreement.

12. AMENDMENTS

The Broker reserves the right to amend, modify, or update this Agreement at any time, at its sole discretion, by posting the revised Agreement on its website or providing written notice to the Client via email or the Trading Platform.

Amendments shall become effective immediately upon posting or on the date specified in the notice. The Client's continued use of the Broker's services or Trading Platform after the effective date of any amendment constitutes acceptance of the revised terms. If the Client does not agree to the amended terms, they must terminate this Agreement in accordance with Section 10.1.

13. PRIVACY AND DATA PROTECTION

13.1. Privacy Policy

The Broker's Privacy Policy, which is incorporated by reference into this Agreement, describes how the Broker collects, uses, stores, and protects the Client's personal information. The Client acknowledges that they have read and understood the Privacy Policy and consents to the processing of their data in accordance with its terms.

13.2. Data Sharing

The Client authorizes the Broker to share their personal information with affiliates, service providers, Regulatory Authorities, or other third parties as necessary to provide services, comply with Applicable Law, or prevent fraud or illegal activity. The Broker will take reasonable measures to ensure the security of the Client's data but shall not be liable for any unauthorized access or disclosure caused by third parties or factors beyond its control.

13.3. Client Responsibility

The Client is responsible for ensuring that any personal information provided to the Broker is accurate and up-to-date. The Client must notify the Broker immediately of any changes to their information.

14. FORCE MAJEURE

The Broker shall not be liable for any failure or delay in performing its obligations under this Agreement due to a Force Majeure Event. In the event of a Force Majeure Event, the Broker may suspend or limit access to the Trading Platform, cancel or modify Orders, or take other actions deemed necessary to mitigate risks, without liability to the Client. The Broker will use reasonable efforts to notify the Client of such events and resume normal operations as soon as practicable.

15. INTELLECTUAL PROPERTY

15.1. Ownership

The Trading Platform, website, software, logos, trademarks, and all other materials provided by the Broker are the exclusive property of the Broker or its licensors and are protected by copyright, trademark, and other intellectual property laws. The Client is granted a limited, non-exclusive, non-transferable license to use the Trading Platform solely for the purpose of trading under this Agreement.

15.2. Restrictions

The Client agrees not to:

- Copy, modify, reverse-engineer, decompile, or disassemble the Trading Platform or any related software.
- Use the Broker's intellectual property for any purpose other than as expressly permitted under this Agreement.
- Distribute, sublicense, or transfer access to the Trading Platform to any third party.

15.3. Termination of License

Upon termination of this Agreement, the Client's license to use the Trading Platform and other materials shall immediately cease, and the Client must cease all use of such property.

16. REPRESENTATIONS AND WARRANTIES

16.1. Client Representations

The Client represents and warrants that:

- They have the legal capacity and authority to enter into this Agreement.
- All information provided to the Broker is true, accurate, and complete.
- They are not acting on behalf of any undisclosed third party or in violation of Applicable Law.
- They have sufficient knowledge and experience to understand the risks of trading in Financial Instruments.

- They will comply with all terms of this Agreement and Applicable Law in connection with their trading activities.

16.2. No Reliance

The Client acknowledges that they have not relied on any representations, promises, or guarantees made by the Broker or its representatives, other than those expressly set forth in this Agreement.

17. ENTIRE AGREEMENT

This Agreement, together with any schedules, appendices, or policies incorporated by reference (e.g., Privacy Policy, Risk Disclosure Statement), constitutes the entire agreement between the Broker and the Client with respect to the subject matter hereof. It supersedes all prior or contemporaneous communications, agreements, or understandings, whether oral or written.

18. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable under Applicable Law, such provision shall be severed, and the remaining provisions shall remain in full force and effect to the maximum extent permitted by law. The invalid provision shall be replaced with a valid provision that most closely reflects the original intent of the parties.

19. NOTICES

All notices, requests, or communications under this Agreement shall be in writing and deemed duly given when:

- Delivered personally to the recipient.
- Sent by certified or registered mail, return receipt requested, to the address provided by the recipient.
- Sent by email to the email address provided by the recipient, with confirmation of receipt.

The Client must ensure that their contact information is up-to-date and notify the Broker immediately of any changes. The Broker's contact details are available on its website.

20. ASSIGNMENT

The Client may not assign, transfer, or delegate any rights or obligations under this Agreement without the prior written consent of the Broker. The Broker may assign or transfer this Agreement or any of its rights or obligations to any affiliate or third party at its sole discretion, without prior notice to or consent from the Client, provided that such assignment does not materially affect the Client's rights under this Agreement.

21. NO WAIVER

The failure of the Broker to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any waiver by the Broker must be in writing and signed by an authorized representative to be effective.

22. THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Broker and the Client and does not confer any rights or benefits on any third party, except as expressly provided herein (e.g., affiliates or agents of the Broker under indemnification provisions).

23. RECORDING AND MONITORING

The Client acknowledges and consents to the Broker recording or monitoring communications, including telephone calls, emails, and chat messages, for quality assurance, training, compliance, and dispute resolution purposes. Such recordings may be used as evidence in any legal or arbitration proceedings.

24. LANGUAGE

This Agreement is executed in the English language, which shall be the controlling language for all purposes. Any translations provided are for convenience only and shall not affect the interpretation of this Agreement. In the event of a conflict between the English version and any translation, the English version shall prevail.

BY OPENING AN ACCOUNT AND TRADING WITH MAXIFYFX LTD, THE CLIENT ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE CLIENT FURTHER ACKNOWLEDGES THAT THEY HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL OR FINANCIAL ADVICE BEFORE ENTERING INTO THIS AGREEMENT.

MaxifyFX Ltd