



USER AGREEMENT

Profixone



USER/CLIENT AGREEMENT

1. GENERAL PROVISIONS

1.1 This User/Client Agreement (hereinafter called the "Agreement") is made by the ProfiXone Capital LLC., (hereinafter called the "Company"), whose registered office is located at: Suite 305, Griffith Corporate Centre, P.O.Box 1510, Beachmont, Kingstown, St.Vincent and the Grenadines, registration number 834 LLC 2021, website: <https://fixoneglobal.com/global/>, and an individual or a legal entity (except for stateless persons; individuals under 18 years of age) (hereinafter called the "Client"). The Parties agree that providing services and this Agreement are settled at the place, where the Company is registered.

1.2 This Agreement establishes mutual commitments of the Parties, which arise in the course of conversion arbitrage transactions with contracts for financial instruments in compliance with the Terms of Business.

1.2.1 This Agreement is a binding legal agreement and it is important for you to read and understand the terms before you agree to it. You should also refer to our Risk Disclosure. If you have any questions, you should contact our customer support using our contact form on our website or seek independent legal advice.

PLEASE READ THIS Agreement CAREFULLY. BY CLICKING THE ACCEPTANCE BUTTON, YOU AGREE TO BE LEGALLY BOUND BY THIS Agreement AND ALL TERMS INCORPORATED BY REFERENCE.

TO THE EXTENT PERMITTED BY LAW, WE DO NOT ACCEPT ANY LIABILITY FOR LOSS OF PROFITS, REVENUE, VALUE, EARNINGS OR DATA, OR DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES SUFFERED BY YOU OR ANY THIRD PARTY IN CONNECTION WITH THE USE OF OUR WEBSITE.

1.2.2 We may make changes to these Agreement from time to time for reasonably justified reasons. For example, we might need to add new terms or amend existing terms to reflect changes in our services or how we provide them, the systems we use, the cost to us of providing the services, applicable law or regulation or industry best practice, or other valid reasons. In any case, we will inform you about the changes in the Agreement.

You agree to be bound by all subsequent versions of these User Agreement, unless you decide to terminate it.

1.3 The Company provides the Client with the following services:

1.3.1 Opening of trading account;

1.3.2 "Members Area" service;

1.3.3 Organization of the transactions and provision of facilities for the Client to make deals with contracts for financial instruments;

1.3.4 Information & consulting services.

1.4 The Client has no right to ask the Company for trading recommendations or other information, which may motivate them to make transactions.

1.5 The Client has the right to register only one "Members Area".

1.6 The Client has the right to open not more than 20 trading accounts. In case the Client has already opened at least one real trading account, the Company has the right to restrict the opening of new accounts at its sole discretion.

1.7 The Company has the right to limit or block access to "Members Area" in case the Client violates articles 1.5 and/or 1.6 of this Agreement.

1.8 The Company, at its sole discretion, may provide the Client with trading recommendations or other information, but bears no responsibility for the impact and profit that these references and advice may cause.

1.9 The terms of this Agreement shall be considered accepted unconditionally by the Client upon the Company's receipt of an advance payment made by the Client in accordance with this Agreement.

1.10 The terms used in this Agreement are determined in the last section of this agreement – in "Terms and Interpretation".

1.11 Any Promo programs and related services, which are provided by the Company and presented on its official website <https://profixone.com/> have their own rules and conditions which are described in the corresponding sections of the official website <https://profixone.com/> that has a force of the amendment to this document.

1.12 The Company has the right to pay benefits to the Client and/or third parties in accordance with the Partner Agreement.

1.13 The Company has the right to, at any time and without any given reason, refuse to grant promotional benefit or cancel/write off the previously issued promotional benefit from the account, as well as revoke (cancel) all transactions that have been made with the use of the promotional benefit. This can be made in case of misuse of the benefit, manifest errors, abnormal market situations, etc. at own discretion of the Company.

1.14 Cryptocurrency trading and related operations are provided by ProfiXone Capital LLC.

1.15 The official language of all documents of the Company is English. Translations of documents into other languages are provided for informative purposes only.

1.16 The Client undertakes to use the website and the information, content and personal information to which he/she may have access only under the conditions of use defined by us. The Client declares that he/she has the skills to use the website in accordance with these User/Client Agreement.

When you apply for a User Account and each time you use the Services and the Content of the website, you acknowledge, represent and warrant that:

- You are eligible to open a User Account and benefit from the Services provided through the Website and have capacity to do so; you must be at least 18 years old or of legal age in your country of residence to do so;
- You are responsible for your use of the Website , the User Account, and any Services you request and/or receive, and Content you enter into the Website ;
- You are aware that the Internet presents risks and imperfections, which may lead to temporary decreases in technical performance and increased response times when using the Website;
- The potential communication of your Credentials or more generally of any information that you consider confidential is made under your own responsibility;
- You shall take all appropriate measures to protect your systems, your network and your own data and/or software from contamination by any virus that may be circulating from your and other information systems to the Website;
- Accordingly, you shall not upload or transmit any malicious code to the Website or use any electronic device, software, algorithm and/or method or any other strategy to manipulate the Services provided via the Website;
- The hypertext links or any other link of any kind set up on the Website may lead you to websites published by third parties, or Website's whose content we do not control. The consultation of said sites and/or Website s is your sole choice and your exclusive responsibility;
- You are acting on your own behalf and not on behalf of someone else;
- Information and documents you provide to us are true, accurate and not misleading;

- You are not in breach of any anti-money laundering and counter-terrorist financing regulations applicable in Poland and the EU, and you are not using the Website to launder money or to avoid sanctions against any person, business or country.
- You will not engage in or encourage others to engage in market abuse (including market manipulation and insider trading where you have inside information about a digital asset in which you are investing), whether within the Website 's social channels or otherwise.

2. OPENING OF TRADING ACCOUNT

2.1 To open a trading account, the Client should fill in the registration form at the Company's site: <https://fixoneglobal.com/global/>

2.2 When filling the registration form and opening a trading account, the Client has the right to choose one of the currencies for their account type and trading platform specified in a comparison table of account types on the Company's website.

2.3 The Company has the right to refuse the Client in opening and maintaining of trading account if the information stated in the registration form is not valid.

2.4 The Client is liable for the authenticity of the provided documents or their copies, and acknowledges the right of the Company, if their originality is doubted, to apply to the law enforcement authorities of the document issuing country for the authentication validation, in case the act of the document forgery was disclosed, the Client will be brought to responsibility in accordance with the legislation of the document issuing country.

2.5 The Company has the right to terminate maintaining the trading account in cases within 60 days after it was opened the Client did not make any transaction.

2.6 The Company holds a responsibility to provide an accurate history of transactions in the client terminal for the period specified for this account type in the comparison table of account types on the Company's website.

3. THE PROCEDURE OF MUTUAL SETTLEMENTS

3.1 Funds can be withdrawn from/ deposited to the trading account in the currency of the trading account. Funds withdrawal is available for verified clients only.

3.2 The Client has the right to withdraw from their trading account any sum, within limits specified when making the funds withdrawal application in their Members Area.

3.3 Procedures of depositing and withdrawal to/from the trading account are performed during working hours of the Company's Department of Payments.

3.4 In case the Client uses an automatic account depositing service in "Members Area", the Company assumes a commitment to transfer funds to the Client's trading account within two business days after receiving the Client's deposit.

3.5 The Company has the right to refuse the Client in conducting transactions on the trading account in case of misuse of the funds, particularly for the conversion of cash assets.

3.6 When withdrawing funds from the trading account, the Client is charged with a commission for funds transfer.

3.7 To perform trades, the Client should accept the Order Execution Policy in compliance with the current Client agreement unconditionally.

3.8 If the Client has to pay the Company an amount exceeding the equity of its account, such amount shall be paid within 2 (two) business days from the date of incurrance of the Client's obligation.

3.9 If the balance of the Client's account is negative, the Company shall have the right to pay off without future authorization the negative balance of the account by transferring funds from any other account of the Client's Members Area or from an account of any other Members Area, if the Company believes that there is a connection between this Members Area and the Client.

3.10 Corporate actions: any actions taken by an issuer, whose listed securities are associated with the financial instruments traded through the Company's trading platform(s), including but not limited to instances of (i) stock split, (ii) reverse stock split, (iii) right issue, (iv) merger and takeover and (v) dividends. In case the Client has an open long position in a trading instrument when the ex-dividend date for this instrument takes place, the sum equal to the paid dividend will be transferred to the Client's account. In case the Client has an open short position in a trading instrument when the ex-dividend date for this instrument takes place, the sum equal to the paid dividend will be withdrawn from the Client's account. The Company is not liable for the Client's timely monitoring of the ex-dividend dates for those shares, CFDs on which they are trading. This information is in public access on theme-based websites.

If the Company, in its sole discretion, warrants it is unable to value a corporate action fairly, the Company shall reserve the right to close the Client's position. In the event, the Client maintains a short position on the ex-dividend date and has insufficient free equity in their trading account to cover the reserve cash adjustment, the Company reserves the right to close the Client's opened positions. Under such circumstances, the reserve cash adjustment shall be deducted from the trading account balance.

The Client accepts that the Company retains no requirements to notify the Client in the event a trading account maintains insufficient free equity to cover a reserve cash dividend for a short position. The Company may, at its own discretion, claim or reclaim tax credits on dividends. As the Company will hold the Client's instruments in one or more pooled accounts, they may receive dividends or distributions net of applicable Taxes, which have been paid or withheld at rates that are less beneficial than those that might apply if the Instruments were held in their own name.

3.11 Some of the Instruments that are available for trading may be of OTC nature. Such instruments aren't traded on regulated markets. The Client acknowledges that the market price of OTC instruments may differ from rates quoted by other brokers or prices on the same underlying asset that is traded on a regulated market.

4. RESPONSIBILITIES AND DUTIES OF THE PARTIES

4.1 The Company holds no responsibility for unauthorized use of the passwords for getting access to the Company's services. When suspecting unauthorized access to their Members Area, the Client should inform the Company about it immediately by any means available. After receiving such notification, the Company shall block the Client's Members Area until the circumstances are clarified.

4.2 The Client holds responsibility for transactions made in the trading account.

4.3 The Client holds responsibility to avoid the transactions, which violate the law, the legislation, the norms and the rules applied to the Client.

4.4 The Company has the right to request the Client for identification (to pass the complete verification) by providing the documents to prove the Client's identity.

4.5 If any registration information of the Client (Surname/given name/ patronymic, Address, Phone number) has been changed after account opening, the Client is obliged to inform the Company with a request to change the information.

4.6 The Client takes responsibility to deposit to the trading account only the funds of legal character. If the Company receives a notification from the payment system that the money used to deposit trading account are of dubious provenance, the Company has the right to block the Client's Members Area and their corresponding trading account until the circumstances are clarified. In this case, the Company may close all positions on the Client's account without informing them about it in advance.

4.7 The Client acknowledges that the Company has a right to give their personal details to the law-enforcement authorities, where there is an official request under the framework of counteracting revenue laundering.

.8 The Company has the right to block the Client's account, as well as the funds on it if the Client violates article 4.6 of this Agreement or where there is an official request from the law enforcement authorities to check the legality of the Client's trading operations. The Company has the right to block the Client's Members Area and their corresponding trading account until the circumstances are clarified. In this case, the Company may close all positions on the Client's account without informing them about it in advance.

4.9 In case the Client violates articles 4.3 and/or 4.6 of this Agreement, the Company has the right to cancel the transactions made by the Client and/or ask them to provide additional documents for settlement of the situation.

4.10 The Company has the right to regard as non-market the transactions at the trading server, in case there are objective reasons for that.

4.11 The Client holds responsibility to avoid using any strategies for profit-making, which are based on hardware vulnerability factors.

4.12 All information presented on the Company's website is intended for illustrated purposes only. The Company holds no responsibility for the Client's activity or inactivity caused by this information.

4.13 The Company has the right to change this Agreement. The changes come into effect in 5 working days after publication about the changes on the Company's website or sending an appropriate notice by the client account internal mail. The Company has the right to change the values of spreads, swaps (financing fee), Swap-Free commission and dividends specified in the contract specifications without informing the Client about it in advance.

4.14 The Client has the right to terminate this Agreement if they inform the Company in writing of their willingness to do so.

4.15 The Company has the right to terminate this Agreement immediately provided that the Company informs the Client in writing about it.

4.16 Cancellation of this Agreement does not release the Company and the Client from responsibility to discharge obligations, which were incurred before notification by one of the Parties about this Agreement cancellation.

4.17 The Company is not a tax agent and has no obligations declaring the Client's income. The Client is solely responsible for paying taxes and declaring income to their jurisdiction.

4.18 EU/EEA Citizens/residents related important information:

European residents in accordance with the MiFID II (Directive 2014/65/EU) can receive investment services by a third-country firm at their own exclusive initiative. If they would like to proceed with opening an account, they should study all risks and limitations related to trading through a third-country firm and agree with them by studying and filling declaration before opening an account. If any of the risks involved seem fully or partially unclear, the Client should seek independent advice.

4.19 The Company provides only services that are listed on its web site (profixone.com). In case when the Client receives an offer of service that is not mentioned on the website mentioned above, one should contact the Company in written form immediately. Such notification should include all possible details of this offer and persons involved. The Company is not responsible for results caused by third parties' activity and consequences of this activity (illegal portfolio management, investment advice et cetera).

5. EXAMINATION OF CLAIMS

5.1 Claim issuing regulation and examination procedures are determined in section 14 of the Terms of Business.

5.2 The Company holds responsibility to examine a Client's claim within five business days.

5.3 In case a claim cannot be settled in compliance with this Agreement, the Company has the right to make a decision upon the claim in accordance with its business practice.

5.4 The Client acknowledges that the activity of the Company is regulated only by the regulator of St.Vincent and the Grenadines, and it is not subject to regulations by EU/EEA regulators. In case of arising of any unsolved disputes between Client and Company - The Financial Commission of St.Vincent and the Grenadines is the only regulator that regulates the Company's activity.

ORDER EXECUTION POLICY

6. GENERAL PROVISIONS

6.1 Order execution only takes place within the timeframe of an instrument's trading session. The trading session schedules are available in the Contract specification section of the company's website.

6.2 The Client has the right to transmit the following orders: to open position, to close position, to place pending order, to modify or to delete pending order. "Close by" orders are not supported.

6.3 The Client's orders to open positions, close positions, place pending orders, modify or delete pending orders should be made through the Client's terminal.

6.4 The time of processing the Client's orders is not a fixed parameter as it depends on the market conditions and the speed of order execution on the side of the Company's partners.

6.5 Spread specified in the contract specifications is not fixed and depends on market conditions.

6.6 Transactions to buy should be made at the Ask price. Transactions to sell should be made at the Bid price.

6.7 Long positions should be opened at the Ask price and closed at the Bid price. Short positions should be opened at the Bid price and closed at the Ask price.

6.8 Execution mode of the Client's orders for each account type is specified in the comparison table of account types on the Company's website.

6.9 When opening a position, the Client should deposit a Margin, the value of which depends on the leverage available to Client or on the trading instrument, in which this position is opened.

6.10 If there are any locked positions on the Client's trading account, the Client should have a sufficient hedged margin, the size of which is set forth in the client terminal in the instrument specification.

6.11 During the last hour before the closing of trading session, for instruments that aren't allowed for trading during weekend or holidays, the Company has the right to refuse to execute the Client's orders, if the total resulting volume of all open positions (in the currency of trading account) becomes 100 times higher than the Equity on the Client's account.

6.12 The Company has the right to change the leverage of the trading account in case the notional value of open positions on this account is higher than \$100,000,000.

6.13 All the positions, which are open from 11:59:30 PM to 11:59:59 PM, server time, must be transferred to the next day.

6.14 In case of transferring open positions to the next day, the storage (swap) is charged. It can be either positive or negative. The storage (swap) value for each instrument is specified in the contract specification.

6.15 If the Client has a Swap-Free account, swaps will not be credited/debited. In these cases, the Client is charged a specific commission for transiting positions over midnight.

6.16 In situations when there is a significant reduction of liquidity, the Company has the right to forbid trading some particular instrument or several instruments or make the trading allowed in "Close Only" mode.

6.17 Specific leverage restrictions may apply to certain instruments. The Company may, at its sole discretion, amend the margin requirements, on a case by case basis, on all or any transactions(s) of the Client, by providing the Client, where reasonable, with a notice.

7. OPENING/CLOSING POSITIONS

7.1 In order to open a position, the Client should specify the name of the instrument and the amount of transaction. In order to close a position, the Client should specify the order number.

7.2 When an order to open a position is received, a trading account will be checked for available assets Free Margin. In case the initial margin and/or hedged margin for a position to be opened exceeds the free margin in the trading account, the Client will get a denial with the comment "No money".

7.3 After receiving the Client's order, the server enqueues it for processing. When the order is enqueued, the Client is acknowledged about it by the message "Order is accepted" in the client terminal. The Client cannot cancel an order that is being processed.

7.4 In case of Market Execution, execution of the Client's order will be made at the current price at the moment of order execution.

7.5 All Clients' orders are registered in the server's log-file by making appropriate records.

7.6 The Client's order to open position is considered to be executed and a position is considered to be opened after an appropriate record has been made in the server's log-file.

7.7 The Client's order to close position is considered to be executed, and a position is considered to be closed after an appropriate record has been made in the server's log-file.

7.8 The Client's order to close position will be declined in the case at the moment of its receipt the position is under Stop Loss or Take Profit execution.

8. PENDING ORDERS

8.1 The Client has the right to place the following pending orders:

8.1.1 Sell Stop – an order to open a short position at the market price, when the future Bid price reaches the specified value. This type of order is placed lower than the current Bid price;

8.1.2 Buy Stop – an order to open a long position at the market price, when the future Ask price reaches the specified value. This type of order is placed higher than the current Ask price;

8.1.3 Buy Limit – an order to open a long position at a price, which is not worse than the price specified in the order. This type of order is placed lower than the current Ask price;

8.1.4 Sell Limit – an order to open a short position at a price, which is not worse than the price specified in the order. This type of order is placed higher than the current Bid price;

8.1.5 Stop Loss – an order to close a position at the market price, when the future price reaches the specified value. This order is intended to minimize losses in case the price of a financial instrument starts moving towards loss. Such an order is always associated with an open position or a pending order. The Bid price is used to check the condition of this order for long positions and the Ask price – for short positions;

8.1.6 Take Profit is an order to close a position at the price not worse than the specified value. This type of order is intended for taking profit when the financial instrument price hits the expected level. When the order is executed, the position is closed. It is always associated with an open position or a pending order. The Bid price is used to check the condition of this order for long positions and the Ask price – for short positions.

8.2 The Client has the right to attach Stop Loss and/or Take Profit orders to Buy Stop, Sell Stop, Buy Limit, and Sell Limit orders. After a pending order triggering, its Stop Loss and Take Profit orders will be automatically attached to an open position.

8.3 Stop Loss and Take Profit shall be executed only for an open position and shall not be executed for any pending orders.

9. PLACING PENDING ORDERS

9.1 In the request to place a pending order, the Client should specify the following:

9.1.1 Compulsory parameters: an instrument, a volume, an order type (Buy Stop, Sell Stop, Buy Limit, Sell Limit), the price level;

9.1.2 Optional parameters: Take Profit and Stop Loss levels, Expiration time of a pending order.

9.2 A pending order will be denied in case of wrong input of compulsory or optional parameters.

9.3 The Company has the right to refuse the Client's request to place a pending order if the equity on the Client's trading account is less than the margin required for the execution of the order.

9.4 A pending order will be denied in case the price level in the order does not comply with "Limit & Stop Levels" condition.

9.5 The Client's request to place an order is assumed to be executed and an order is assumed to be placed after an appropriate record is made in the server's log-file.

10. MODIFICATION AND DELETION OF PENDING ORDERS

10.1 To modify Buy Stop, Sell Stop, Buy Limit, and Sell Limit orders; the Client should specify the price level, Take Profit and Stop Loss values.

10.2 To modify Take Profit and/or Stop Loss attached to an open position, Client should specify Take Profit value and/or Stop Loss value.

10.3 In case a pending order has been accepted for execution, it cannot be modified or deleted.

10.4 To delete Take Profit and Stop Loss, it is necessary to specify the zero price value for these orders.

10.5 A request to modify or to delete an order is assumed to be executed and an order is assumed to be modified or deleted after an appropriate record has been made in the server's log-file.

11. EXECUTION OF ORDERS

11.1 A Buy Stop order will be enqueued for execution in case the current Ask quote has become equal or higher than the order level.

11.2 A Sell Stop order will be enqueued for execution in case the current Bid quote has become lower than the order level.

11.3 A Buy Limit order will be enqueued for execution in case the current Ask quote has become equal or lower than the order level.

11.4 A Sell Limit order will be enqueued for execution in case the current Bid quote has become equal or higher than the order level.

11.5 A Take Profit order associated with an open long position will be enqueued for execution in case the current Bid quote has become equal or higher than the order level.

11.6 A Stop Loss order associated with an open long position will be enqueued for execution in case the current Bid quote has become equal or lower than the order level.

11.7 A Take Profit order associated with an open short position will be enqueued for execution in case the current Ask quote has become equal or lower than the order level.

11.8 A Stop Loss order associated with a short position will be enqueued for execution in case the current Ask quote has become equal or higher than the order level.

11.9 At the moment of execution of Buy Stop, Sell Stop, Buy Limit and Sell Limit orders, checking of Client's account for available Free Margin takes place. In case there is not enough Free Margin for opening a position, the order will be deleted with the comment "No money".

11.10 Buy Stop, Sell Stop, Stop Loss orders are executed at the prices that are available at the moment of order execution. The price set in the order is not guaranteed and may differ from the execution price.

Buy Limit, Sell Limit and Take Profit orders will be filled either at the exact price the Client set or a more favorable price in the direction of the Client's trade.

11.11 Buy Stop and Sell Stop orders with associated Take Profit orders shall be cancelled in case of a price gap, the first quote after which is a trigger for execution of stop order and Take Profit set for this Order.

11.12 A Pending order is considered to be executed after an appropriate record in server's Log-file has been made.

12. Compulsory Position Close

12.1 In case Margin Level on the Client's trading account becomes equal or lower than the Stop Out value, the Company has the right to close all open positions on the Client's trading account compulsory at the current market price without any preliminary notification and the Client's consent. Stop Out values for all account types are specified in a comparison table of account types on the Company's website.

12.2 Compulsory close of positions takes place in the automatic mode and is followed by an appropriate record in server's log-file.

12.3 When Stop Out takes place in MetaTrader5 platform, the most losing position will be closed.

CLIENT'S MONEY AND ASSETS POLICY

13. DEPOSIT/WITHDRAWAL FUNDS

13.1 The Client has the right to deposit their trading account and withdraw funds only using the payment systems available in Members Area.

13.2 The actual payment of services is deemed to be the moment when all appropriate funds are credited to the Company's account.

13.3 The Company has the right to cancel the Client's deposit or withdraw earlier deposited funds if a third party deposited the Client's trading account. In this case, the deposited funds will be transferred back to the same payment details from which they were deposited. If this occurs, the Client is charged with all costs for funds transfer. The Company doesn't compensate for any losses that occur due to the compulsory closing of positions on the Client's account. Losses, taken by the Client until his funds are written off the account, are subtracted from the refundable amount. Profit, received by the Client until his funds are written off the account, is not refundable.

13.4 The Company holds no responsibility for the result of trading operations on the Client's account, in case there are any delays in depositing this account. The Client is solely responsible for any financial loss risks coming from possible delays in depositing funds to the Client's trading account.

13.5 In the event the trading account is credited in any currency other than the one in which the trading account is maintained, such funds are to be credited to the trading account on the basis of an internal exchange rate adopted by the Company.

13.6 When processing a withdrawal request, the Company shall use its internal currency rates as of the time of request processing.

13.7 If the trading account cannot be deposited automatically, the appropriate application will be fulfilled within two working days since the Client's notice on depositing the trading account is received.

13.8 The Client has the right to withdraw funds from their trading account only after verifying their Members Area.

13.9 When withdrawing funds from the trading account, the Client is charged with all costs for funds transfer.

13.10 If there is no sufficient trading volume on the trading account, withdrawals shall be made only to those payment systems, which are used to deposit this trading account. The trading volume amount, which is defined as sufficient, shall be set forth by the Company at its sole discretion. 13.12 The Client shall be liable for the validity of data specified in the withdrawal application.

13.11 The Company holds responsibility to transfer the Client's funds to the payment details specified in the withdrawal application within two working days after approval of the withdrawal application in Members Area.

13.12 The Company reserves the right to deduct from the account an amount paid to the Client in compensation if the account does not embrace a sufficient trading volume or the account is used to convert funds from one payment system into another. The Company establishes the amount of a sufficient trading volume at its sole discretion.

13.13 In case the payment system stops operating for some time, the Company has the right to postpone the date of withdrawal until the payment system resumes working.

13.14 The Company has the right to charge the Client with an additional commission if the Client uses different payment systems to deposit and withdraw funds. The amount of the commission charged to the Client is calculated based on costs paid by the Company when fulfilling the Client's withdrawal request.

13.15 The Company undertakes to take any and all expedient actions to preclude any illegal financial operations and money laundering with the employment of the Company's resources.

13.16 The Company reserves the right to deny the Client in withdrawing their funds in case the application for withdrawal contains payment details of the third parties.

14. ADJUSTMENT OF DISPUTES

14.1 In case the Client considers that the Company has violated the terms of this Agreement, they have the right to raise a claim.

14.2 In order to raise a claim, the Client should fill special form "Raise Claim" in Members Area. A ticket will be assigned to the claim. Any claims issued and raised by any other mean will not be receivable in evidence.

14.3 The Client has the right to file a claim concerning a real trading account only. Claims concerning demo trading accounts will not be taken into account or processed.

14.4 When filling a claim form, the Client should specify the following:

14.4.1 The Client's name or institution's name (if a trading account was opened by a legal entity);

14.4.2 The Client's login in a trading platform;

14.4.3 Ticket numbers of disputable orders/positions;

14.4.4 Description of a disputable situation with references to articles of this Agreement, which, in the Client's judgment, were violated.

14.5 A claim should not contain offensive words or unprintable vocabulary.

14.6 A claim will not be processed in the following cases:

14.6.1 Provided that the requirements of articles 14.3 and/or 14.4 are violated;

14.6.2 Provided that more than two working days have passed after the reasons for a claim appeared;

14.6.3 Provided that a difference in quotations of the Company and of some other companies or informational resources makes a reason for claim raise;

14.6.4 Provided that poor connection or its absence that took place at the Client's or server's side makes a reason for claim raise. In case there is no record in the server's logfile about the Client's attempt to place an order, it is considered that the Client did not place the order;

14.6.5 Provided that the lost profit makes a reason for claim raise;

14.6.6 Provided that the compensation for moral harm makes a reason for claim raise;

14.6.7 Provided that the profit or loss on positions compulsory closed upon application made to the Company by the payment system of law-enforcement authorities makes a reason for claim raise;

14.6.8 Provided that the profit or loss on positions compulsory closed upon application sent to the Company by the Client about unauthorized access to his trading account makes a reason for claim raise.

14.7 The decision upon a claim will be issued based on the information received from the server's log-file.

14.8 When using the VPS server service, the Client assumes financial loss risks and is solely responsible for any trading operations on their accounts. The Company holds no responsibility for any informative, communicative, electrical and other types of failure of the VPS server used by the Client.

14.9 The Client agrees that the intensity of sending trading queries from their terminal to the Company's server mustn't create an overload, which interferes with the execution of other Clients' orders.

14.9.1 The Company has the right to stop processing the Client's orders in case of flagrant and constant violation of article 14.9 by the Client.

15. CLOSURE AND SUSPENSION OF YOUR USER ACCOUNT

15.1 Closure at your own initiative

You can end your use of the website and the agreement between us on these Agreement at any time and for any reason by providing us with notice, subject to the settlement of all outstanding transactions. Transactions already in progress will be completed in the normal course of business. We will close your User Account as soon as practicable after receiving your notice to terminate the agreement between us.

15.2 Closure and suspension at our initiative

We may also close your User Account and terminate these Terms and Conditions between us at any time, however, only for reasonably justified reasons, giving you at least 7 days' notice.

We can also close your User Account and end our agreement if:

- We reasonably believe that providing you with the services exposes us to action or censure from any law enforcement, government or regulatory body.
- We have good reason to believe that you are behaving fraudulently or otherwise criminally;
- We have reasonable grounds to consider that you are seeking to use your User Account to manipulate or to induce others (whether alone or in concert with other persons) to manipulate the market to the investments you hold;
- You have breached this agreement,
- We have good reason to believe that your use of the User Account is harmful to us or to our software, systems or hardware;
- We have good reason to believe that continuing to use your account could damage our reputation or goodwill;
- We have asked you to repay money you owe us and you have not done so within a reasonable period of time.

If any of the grounds above arises, we may also decide to suspend or limit your use of the User Account and the provision of the Services related thereto (or any part thereof,) or restrict any particular way of providing the Services. Such suspension will not prevent us from permanently closing your User Account at a later date, with all the legal consequences described above.

You agree that, to the extent permitted by applicable law, neither the Company nor any of our group companies, directors, staff, agents, suppliers or contractors will have any liability, of whatever nature and howsoever arising, for any loss arising as a result of any suspension of the Services.

15.3 Our right to freeze, block or terminate your User Account and any related Service for anti-money laundering and counter-terrorist financing or asset freezing purposes

We may, from time to time, request additional information and/or documentation (including that required by anti-money laundering and counter-terrorist financing regulations, and any other similar regulations applicable to us, as well as anti-fraud measures or other internal procedures), or clarification of information and/or documentation provided by you, either at the time of your website for a User Account or at any time during our relationship.

The information you provide to us must be complete, accurate and not misleading. If you do not provide us with the required information, or if you provide inaccurate, incomplete or misleading information due to circumstances attributable to you, or, if to our sole discretion we determine that the information you have provided exposes the Company to anti-money laundering and anti-terrorist financing risks, or any other similar regulations applicable to us, we may refuse to allow you to open a User Account with us. In the situation you already have a User Account, we may freeze, block or close your User Account or suspend or cease to provide you with our Services by unilaterally terminating all agreements with us, if:

- We require you to provide us with information to enable us to comply with our obligations under applicable regulations and/or our internal procedures, and you are unable or unwilling to provide us with that information; or
- The information you provide is inaccurate, incomplete or misleading due to circumstances attributable to you; or
- You are subject to asset freezing measures under applicable regulations.

Freezing, blocking or termination measures will then be carried out without prior notice.

15.4 Consequences of closing your User Account

We may retain a copy of all records relating to your User Account, your activity, the Services we have provided to you, any orders you have placed with us, in accordance with our data retention policy as required by applicable law.

To the extent permitted by applicable law you will need to reimburse us for any losses caused to us as a direct result of your negligence, fraud or willful misconduct or material breach of these agreements.

If we terminate our agreement with you and your User Account then we will inform you in writing that we have done so immediately and will explain why, subject to any applicable law or regulation preventing us from doing so.

If you have acted in breach of these agreements and we don't enforce our rights, or we delay in enforcing them, this will not prevent us from enforcing those or any other rights at a later date.

16 MISCELLANEOUS PROVISIONS

Notifications

All notices, requests or communications under these Agreement must be made via email, letter or through the chat feature available on the website and addressed to the relevant Party.

Any communication shall take effect, if by letter, on the date of receipt, and if by e-mail or chat, at the time of delivery of the e-mail or chat as attested by the receipt of delivery.

Contractual hierarchy

In the event of contradiction between this Agreement and any other Specific Terms, it is expressly agreed between the parties that the provisions contained in the Specific Terms shall prevail for the obligations in conflict of interpretation.

Waiver

Failure by a Party to enforce any provision of this Agreement during any period shall not constitute a waiver of that provision or of the right to enforce it at any time. Similarly, the failure of a Party to exercise in whole or in part any right of recourse under this Agreement shall not result in the waiver of such right.

Divisibility

If in any way, one of the stipulations of this Agreement is declared null and void, unenforceable or deemed unwritten, the validity of the other stipulations as well as their execution will not be affected or compromised in any way and no Party may claim damages.

Completeness

All the provisions of this Agreement including any other documents or information referred to herein constitute the entirety of this Agreement agreed between the Parties with respect to its subject matter and supersede and cancel all prior representations, negotiations, undertakings, oral or written communications, acceptances, understandings and agreements between the Parties with respect to the provisions to which this Agreement apply or which it provides.

Evidence agreement

Acceptance of this Agreement by means of consents, approvals, and other statements given using our Website constitutes a legally binding agreement between you and us.

The computer registers kept in the Company systems will be kept under reasonable security conditions and considered as proof of the communications between the Parties.

The Company may track Users' browsing activity through technical tools such as connection logs, and for this purpose, may keep the history of the User's connections. This information may later be used as evidence in case of dispute against you.

Applicable law - Jurisdiction

The present Agreement is governed, for the interpretation and execution, by St. Vincent and the Grenadines law.

The Parties agree that all disputes to which the present Agreement may give rise concerning its validity, interpretation, execution, termination and all consequences shall be settled by the court having jurisdiction over you.

We endeavor to resolve any disputes with you amicably through direct contact. We encourage you to report any problems using email to: support@fixoneglobal.com

TERMS AND INTERPRETATION

Amount of transaction – a product of number of lots and a lot volume.

Ask – the price the Client pays when buying.

Balance – total financial result of all complete transactions and operations of depositing/withdrawing assets in a trading account.

Bar/Candlestick is an element of the chart, which includes opening and closing prices, as well as maximum and minimum prices per discrete period chosen by the Client. In MetaTrader5 trading terminals, bars and candlesticks are displayed at the level of the Bid price.

Bid – the price the Client pays when selling.

Chart is a tool for illustrating the price movement in graphics per discrete period of time with the help of bars/candlesticks or lines. In MetaTrader4 and MetaTrader5 trading terminals, prices are displayed at the level of the Bid price.

Client – an individual or legal entity that is responsible for trading operations with financial instruments on servers of the Company.

Client's terminal – software facility used by the Client to direct orders to make transactions.

Company - ProfiXone Capital LLC - based at - Suite 305, Griffith Corporate Centre, P.O.Box 1510, Beachmont, Kingstown, St.Vincent and the Grenadines.

Complete finished transaction – a transaction, which consists of two opposite related transactions of the similar volume.

Contract specification – transaction terms (a contract size, a spread, an initial margin, Limit & Stop Level, etc.) for each instrument.

Conversion arbitrage transaction – deal to buy or sell a contract for financial instruments. It assumes making two deals to buy and sell the contracts of the similar volume.

Demo trading account – the Client's trading account with deposited funds, which have no cash equivalent value.

Direction – a request of the Client to open a position, close a position, place a pending order, modify or delete a pending order.

Equity – current value of assets, which can be determined using the formula: $\text{Equity} = \text{Balance} + \text{Floating Profit} - \text{Floating Loss}$.

Floating Profit – unrealized profit at open positions under the current rate values.

Floating Loss – unrealized loss at open positions under the current rate values.

Free Margin – free equity in a transaction account, which can be used to open a new position.

$\text{Free Margin} = \text{Equity} - \text{Margin}$.

Instruments – currency pairs, CFDs, and metals available for conducting trading transactions in compliance with specification of contracts presented on the Company's website.

Hedged margin is a guarantee requested by the dealer for opening and maintaining locked positions.

Leverage – ratio of the margin amount and the amount of a transaction. Leverage 1:100 means that in order to make a transaction, it is necessary to have in your account the amount that is 100 times less than the amount of the transaction.

TERMS AND INTERPRETATION

Limit & Stop Levels – minimal distance in points between the level of the placed pending order and the current price.

Line Chart is a type of chart, which includes a series of closing prices per discrete period of time with the current price. In MetaTrader4 and MetaTrader5 trading terminals, lines are displayed at the level of the Bid price.

Locked positions - long and short positions of the same size that are open in the same instrument with the same trading account.

Long position (Long) – a position opened by the Client in anticipation of the instrument price increase.

Lot - a unit to measure the amount of the deal.

Margin – a cash security to support open positions.

Margin Level – ratio of the Equity and the Margin presented in percent, i.e., $\text{Margin Level} = (\text{Equity}/\text{Margin}) \times 100$.

Margin trading – making deals using the leverage.

Market Execution – this mode assumes that your order will be executed using not the price you see on the screen, but the price, which exists on the market at the moment of order execution. This price can be either better or worse than the one the Client saw at the chart when pushing "Buy" or "Sell" button.

Members Area – an own private section on the Company's website used by the Client to make transactions, withdraw and deposit funds from/to the trading account, as well as receive information about their trading accounts.

Non-market quotation – a quotation, which satisfies the following conditions: existence of a serious price gap and fast return of the price to the precedent level.

Pending order – an order to open or close a position in the future at the specified price. This order is used to open transaction positions at the condition of parity of the future quotation and the specified level.

Price gap (Gap) – the price range, within which there were no quotations.

Promotional benefit - any compensations, deposits, commissions, rebates, special conditions, etc. that were provided by the Company to the client within the framework of permanent promotional programs, one-time promo programs, individual agreements, affiliate agreements, etc.

Quotation – the instrument price figured in the Ask or Bid price.

Real trading account - the Client's trading account with deposited funds, which have cash equivalent value.

Server – set of software and hardware facilities, which are applied by the Company for processing transactions conducted by the Client in the trading account.

Server log-file – file created by a transaction server, which records all Client's incoming orders and the results of their execution.

Short position (Short) – a position opened by the Client in anticipation of the instrument price decrease.

TERMS AND INTERPRETATION

Spread – a difference between the Ask and the Bid quotations figured in points.

Stop Out – an order to compulsory position close generated by server.

Swap – a charge for transferring an open position to the next day. It can be positive and negative. On the night of Wednesday to Thursday, the charge is threefold. Swap values for different platforms may differ.

System of automatic depositing to account – a set of software and hardware facilities, which make it possible to the Client to process depositing to the account independently of the Company's employees.

Trading account – the Client's special account opened at the Company's server to maintain the Client Agreement, the Terms of Business, and the Risk Disclosure.

Trading account currency – a currency to estimate profit or loss in a trading account, and withdraw and deposit funds from/to a trading account.

Trading transaction – a transaction to buy or sell a financial instrument.

Trading volume – the total number of transactions performed on the Client's account in terms of lots and absolute units.

VPS Server (Virtual Private Server) – a service with a personal access provided to the Client by the Company's partners. Detailed information can be found on the Company's website in the respective section.

Website: the company website: <https://fixoneglobal.com/global/>