

Terms & Conditions

1. These Terms & Conditions apply to you and are binding upon you if you participate at Cixx LLC. By doing so, you agree that you have read and understood these Terms & Conditions and you acknowledge that these Terms & Conditions shall apply to you. If you do not agree to any of these Terms & Conditions, you should stop using the Service immediately and sending e-mail to support@4x.fm .
2. We consider these Terms & Conditions to be open and fair. Should you need any explanation regarding these or any other part of our Service, please contact Customer Service.
3. Important: Please note that while these terms and conditions may be translated and presented in other languages, which is a service offered for convenience only. Should any of the terminology or content of any translated terms and conditions contradict those of its English version, or in any way mislead, the terms outlined in the English T&C document will prevail.
4. This Agreement is executed between you (hereinafter “the Client”) and Cixx LLC (hereinafter “the Company”).
5. To use or access any of the content or services made available by the company is to give express consent to acknowledge and comply with each and every term and condition, as set out in both this document and our Privacy Policy. When and where personal information is provided by the client, it is the responsibility of the client to ensure that all such information is correct, up to date and complete. Before any deposit, you should agree and sign our declaration of deposit (hereinafter "DOD"). If the client didn't sign a specific DOD, the company's generic DOD should apply.
6. The content of these terms and conditions may be changed, modified, amended, added to or taken away from at any time by the company, without any prior notice being offered. By using the company's website or accessing any of the content the company provides, the client expressly agrees to abide by all terms and conditions as set out in the document at the time of their visit.

It is therefore the responsibility of the client to frequently revisit these terms and conditions, in order to note any important changes or additions.

7. The terms and conditions as laid out in this document are valid indefinitely, although the company reserves the right to alter, amend and terminate any or all specific terms at any time. All customers must therefore regularly revisit the full disclosure of terms and conditions in order to ensure full compliance and agreement.
8. For more information or should you have any concerns with regard to our Terms and Conditions, get in touch with our service team. Drop us an email anytime at Support@4x.fm
9. 4x.fm is owned by Cixx LLC. with registered address at Comoros Union.
10. Cixx LLC is regulated by the MISA (MWALI International Services Authority) for the brokerage services (License T2022117)

Acceptance

By accepting these Terms & Conditions you are fully aware that there is a risk of losing money when trading and/or investment and you are fully responsible for any such loss. You agree that your Participation and/or the service provide to you by the company is at your sole responsibility, discretion, and risk. In relation to your losses, you shall have no claims whatsoever against the company or any partner, or respective directors, officers, or employees.

Restrictions

1. You may only Participate at 4x.fm if you are over 21 years of age.
2. It is illegal to Participate at 4x.fm if you are under 21 years of age.
3. You may not Participate at 4x.fm if you are geographically located in U.S.A, U.S. Territories (and/or owns US passport), France, French Territories, Bulgaria, Israel and SVG. These countries shall be considered "Excluded Territories".

4. Trades placed from any of the Excluded Territories will be voided and any deposits or Trades made by persons who are located in such jurisdictions (or owns US passport) will be refunded.
5. It is the Customer's responsibility to know if their participation is lawful in their jurisdiction.

Any person who is knowingly in breach of this section, including any attempt to circumvent this restriction, for example, by using a VPN, proxy or similar service that masks or manipulates the identification of your real location, or by otherwise providing false or misleading information regarding your location or place of residence, or by trading or wagers using the Website through a third party or on behalf of a third party located in an Excluded Territory is in breach of these Terms & Conditions. You may be committing fraud and may be subject to criminal prosecution.

Trading & Investment rules

1. The company reserves the sole right to select and manage the assets that are available to clients at any one time and may modify or change the available list of available assets without prior notice or explanation.
2. All the company's clients accept that from the moment a transaction has been executed, it cannot and will not be cancelled or reversed. Our clients therefore understand that sufficient thought and comprehensive checks must be carried out before going ahead with any trade and/or investment and/or permission to let our company invest on your behalf.
3. The company is only to be bound by any information or communication exchanged between any other parties, by way of writing as stated in Customer Service and Customer Complaints/Dispute section. The company is not responsible for saving any trade and/or investment history and the client should save all of the details the company giving him, written or verbal and/or all the information that is relevant for his investment and/or trades, including prices, dates, etc.

As such, our advice, communications and notices in general will only be considered valid and binding if they are presented in writing. All clients and

customers of the company accept that trading is inherently a highly speculative and potentially risky approach to investing, therefore the client accepts full responsibility for any outcomes and consequences that arise from their actions while using this website and/or our investment services on the client behalf.

Clients accept that the extremely fast-paced nature of certain types of investment and/or trade makes it possible to both win or lose significant sums of money in very short periods of time. It is the responsibility of the client to seek independent advice should it be required, as a means by which to facilitate safe and responsible trading and/or investment services in the client behalf.

4. In the instance that a customer wishes to arrange a limited liability transaction, this must be discussed and agreed with the company ahead of time and a formal written agreement provided and signed upon by both parties. The transaction must not be processed until this requirement is satisfied. Limited liability transactions place limits on the total losses that can be incurred, which differs from standard margined transactions where loss limits are not predetermined. It is important to know, however, that while loss may be predetermined, it is still possible to lose the agreed limit in a short period of time. Limited liability transactions must be comprehensively understood and discussed with the company before being processed.
5. The company liability in instances where damages incurred result in compensation payments will be strictly limited to the total amount that the client in question has deposited in their account, subject to that client proving their case. Under no circumstances will the company be held liable for additional damages such as loss of profits, regardless of the cause of the incurred loss.
6. Clients accept that the company will not accept any liability whatsoever for any obligational breach or default on the part of depositaries, clearing houses, exchanges, market operators, custodians, sub-custodians, banks, brokers or counterparties with whom you conduct business of any kind, as well as force

majeure scenario. Unless loss or damage is incurred by our clients directly as a result of our negligence or fraud, the company will not be held liable for losses suffered as a result of using the company website.

7. Clients are obliged to pay the company any and all outstanding charges and commissions upon demand, which we may request at any time either in part or in full, in order to satisfy outstanding debts. In any instances where owed are not repaid as required, we may begin higher level debt collection procedures which will result in all attached costs and legal fees incurred being passed on to the client in question. When such payments are requested the client is obliged to make the payment by the end of the same working day, with payments being made in the specified currency and to the specific bank account as we, the company, specify. By using the sites and services of the company, you expressly agree that any and all charges and expenses arising in connection with payments owed represent the sole responsibility of you, the client – our company and its employees will not be held liable under any legitimate circumstances. This clause will be applicable even after termination of any Agreement between yourself and the company.
8. Clients agree that the company reserves the right to trade on the client's behalf; sell assets; buy assets; and do every action the client has the right to do.
9. The company members are limited to placing no more than one trade every 2 minutes on an option that features the same asset, the same expiring time and the same direction. Contract closures are also only allowed once per contract. The company reserves the right to take immediate and extensive action against members suspected of seeking to or exploiting technical problems which may gain them with an unfair advantage. Where proven, all such traders will have their accounts frozen and be permanently banned from using the company's service.
10. For reference purposes, any indication of time referenced at any time anywhere on the company website refers to standard Greenwich mean time (GMT).

11. Intellectual property across the company's website including but not limited to software, graphic interface, user interfaces, methods of doing business, algorithms, techniques, modules, copyrights, trademarks, patents, information, written content, visuals, training materials remain the sole property of the company and therefore may not be used or borrowed by unauthorized persons for any purpose whatsoever.
12. Customers with valid memberships are provided with the conditional right to use the company's intellectual property as made available via the company's primary website for personal use. All such use is strictly non-transferable. Under no circumstances must any of the intellectual property presented be transferred or duplicated without written consent from the company. In addition, material presented by the website must not be removed, edited or changed in any way.
13. The company will not be held liable for any costs, expenses, or losses whatsoever incurred, or suffered by the company customers, unless the loss occurs as the direct result of our willful neglect, fraud or negligence. In any other instances, the company accepts no responsibility for direct or indirect loss or damage incurred as a result of using the content and services of the company website, any negative outcomes experienced as a result of errors or discrepancies made in the process of placing orders or misinterpretation of any information, or content published anywhere on our website. By utilizing the company's website and services, you indemnify the company and its employees of any expenses or costs incurred by you the customer which occur as a consequence of any given actions, omissions or errors by you.
14. In the event of a force majeure scenario, the company will not be held liable for any loss, damage or inconvenience suffered due to circumstances beyond the company's control.
15. All clients accept that trading represents a fundamentally risky form of investment and therefore, should only be approached and utilized by those with the relevant knowledge, experience and financial background. Volatility can be extremely high and the potential for facing heavy losses in a very short

period of time is often high. It is perfectly possible for the entirety of the funds within an account to be lost instantaneously, even if the asset in question swings just fractionally in the wrong direction at the wrong time. It is, therefore, imperative that traders only ever invest disposable capital the likes of which is not dependent upon for facilitating a basic lifestyle. With outcomes being comprehensively impossible to predict accurately 100% of the time, it is important to ensure that your business and your life in general will not be detrimentally impacted if you are unsuccessful in any given trade. As such, the company's customers confirm that all capital used for investment purposes is risk capital and therefore total loss with any investment will not detrimentally affect their lives in any way. Clients fully acknowledge the fact that each and every investment presents a relatively high risk of loss and that in the event of loss the clients and only the client bears full responsibility. Individuals who do not have sufficient risk capital to invest in such ventures must not use the site and services of the company.

16. Clients agree that the company reserves the right to round-off the last digit of asset and option prices. In addition, option price adjustments will be made by the company in accordance with any adjustments made to the prices of base assets.
17. Clients agree that the company reserves the right not to submit the client's trade and/or investment to the market and/or to any other relevant place. In this scenario, the company shall pay the client's profit if the client closed position and/or trade and/or investment with profit. This scenario can apply even if the client's can see the trade and/or investment in the market and/or in the trading platform. In any event, the customers' deposits won't be a debt obligation. And no customers will ever be creditors of the company.
18. Pricing: The Company will quote prices at which it is prepared to deal with the Client. The Company exercises any of its rights to close out a Transaction; or A Transaction closes automatically, it is Client's responsibility to decide whether or not he wishes to deal at the price quoted by the Company. Company's prices are determined by the Company in the manner set out in the enclosed terms.

Each price shall be effective and may be used in a dealing instruction prior to the earlier of its expiration time and the time, if any, at which it is otherwise withdrawn by the Company. A price may not be used in a dealing instruction after such time. Each price shall be available for use in a dealing instruction for a transaction with a principal amount not to exceed a maximum determined by the Company. The Client acknowledges that these prices and maximum amounts may differ from prices and maximum amounts provided to other customers of the Company and may be withdrawn or changed without notice. The Company may in its sole discretion and without prior notice to the Client immediately cease the provision of prices in some or all currency pairs and for some or all value dates at any time. When the Company quotes a price, market conditions may move between Company's sending of the quote and the time the Client's order is executed. Such movement may be in Client's favor or against it. Prices that may be quoted and/or traded upon, from time to time, by other market makers or third parties shall not apply to trades between the Company and the Client.

The prices generated by our trading platform(s) are derived from the prices of the relevant underlying instruments, which the Firm obtains from third party liquidity/ price providers. The prices of Assets that you trade with us include a mark-up; this means that the spreads offered by us comprise of (i) the raw spreads received from liquidity/ price provider(s) and (ii) a mark-up (where applicable). The fees, commissions, SWAPs or spreads are subject to change due to market volatility or other risk factors.

We reserve the right to change any of the charges applicable to your dealing with us.

We charge our own SWAP interest rates. We update them as necessary.

Without prejudice to any other rights of ours, or the law, we make may take the following course of action(s):

- a) Inform you, where we have sufficient time to do so in the circumstances;
- b) Increase margin requirements / decrease leverage;
- c) Increase/ change spreads;
- d) Close any Open Position(s) at the price available in the circumstances, which may include:
 - a. Combine or close any open positions at 'Volume-Weighted Average Price' ('VWAP');
 - b. Request amendments to any closed position(s)
- e) Suspend, limit or restrict the provision of our services to you;
- f) Amend any part of the Agreement on the basis that it is no longer feasible for us to comply with it;
- g) Cease trading;
- h) Precluding you from accessing or using the Software or any other system;
- i) Make any necessary amendments to open trades;
- j) Allow close-only functionality;
- k) Reject or delay the processing of any withdrawal request from your Account(s)
- l) Impose special or different terms regarding any of your orders in relation to size, volatility and/or liquidity of the instrument, amongst others;
- m) Remove or temporarily suspend any products, or change any contract specifications;

19. Improper or Abusive Trading is executing trading strategies acting in bad faith, that is, you or any representative of yours, trading on your behalf, is committing any improper or abusive trading act such as, for example:

- fraud/illegal actions that led to the transaction;
- orders placed based on manipulated prices as a result of system errors or system malfunctions;
- arbitrage trading on prices offered by our platforms as a result of system errors; and/or
- coordinated transactions by related parties in order to take advantage of system errors and delays on systems updates. Then the Company will have the right to: i. adjust the price spreads available to you; and/

or ii. restrict your access to streaming, instantly tradable quotes, including providing manual quotation only; and/or iii. obtain from your account any historic trading profits that you have gained through such abuse of liquidity as determined by us at any time during our trading relationship; and/or iv. reject an order or to cancel a trade; and/or v. immediately terminate our trading relationship.

20. Should any of the company customer violate any obligations laid out in these terms and conditions, become bankrupt or insolvent, or in the event that the company deems it necessary for its own protection, the company may at any time and without prior notice:

- Sell, pledge, or transfer the full balance of the account and any remaining securities;
- Close, terminate or cancel any or all transactions still open;
- Set off any damages caused to it;
- Take the required action in instances where client violations must be remedied.

Promotion Terms

1. The company reserves the right to promote and advertise special offers, services, products and general data from any third-party providers as deemed appropriate. Where such promotional listings, or links appear, they are provided strictly on a casual and impartial basis and do not necessarily represent direct suggestions or advice from the company. As such, the company will not be held responsible for any outcomes or eventualities resulting from pursuing advertise promotions or following any links published on the company website.
2. The company reserves the right to withdraw any promotion, competition, bonus or special offer at any time.

3. Customer offers are limited to one per person, family, household address, email address, telephone number, same payment account number (e.g. debit or credit card and etc.), shared computer (e.g. school, public library or workplace) and shared IP.
4. All of the company's bonuses and promotions are intended for recreational players. The company may, in its sole discretion, limit the eligibility of Customers to participate in all, or part of any promotion. The company reserves the right to request a signed Bonus Agreement Form, prior to crediting a bonus to a Customer's account.
5. If you wish to find out how much rollover requirements remain in respect of a given bonus, please contact support@4x.fm

Bonus Policy

1. The company offers a number of attractive reward features to its new and regular customers. Bonuses and one-time trading credits rewarded to customers are part of the company's promotions program. These bonuses are limited-time offers and the terms and conditions associated with any bonus rewards are subject to change.
2. In order to be able to withdraw your funds, you will be required to execute a minimum trading volume of 30 times for every 1-unit bonus.
3. Risk free trading – the maximum withdrawable winnings from Risk free, credited as a result of a single promotion, shall be 50 Units.
4. The funds can be withdrawn when the preceding stipulations have been fully met and fulfilled.
5. The withdrawal of funds from an account can be completed before the bonus conditions have been satisfied, with an applicable penalty depending on the existing trading positions and bonus amount given as well as cutting all gained profits.

6. Any indication of fraud, manipulation, cash-back arbitrage, or other forms of deceitful or fraudulent activity based on the provision of the bonus will nullify the account, including any/all profits or losses garnered.
7. Clients acknowledge and accept the fact that in accordance with legal regulations and requirements, the company may freeze or restrict accounts, impose limitations on services offered, deduct tax payments of any kind and to any extent or take whatever action may be required, should we be instructed to do so by the relevant authorities. The company also accepts no liability whatsoever for any loss, damage or detrimental consequences suffered as a result of any action taken by the company, in accordance with the express instructions of legal authorities, regulators or financial institutions.

No warranties

The Service, Offering and the Website are provided on an “as is” basis and to the fullest extent permitted by law, we make no warranty or representation, whether express or implied, in relation to the satisfactory quality, fitness for purpose, completeness or accuracy of the Service, Offering or Website.

Your Account

1. Single Account

All of the company's customers are prohibited from having more than one account open at any one time. Should the company detect multiple accounts are active under the same name, any or all of the accounts may be immediately frozen and closed down without prior notice given.

Accounts will also be closed in instances where traders use assumed or fraudulent names, or link their personal membership accounts to payment methods and bank accounts that are not their own. The company's members are permitted to open and maintain only one active account, with which investments must be made using their own money.

2. Transfers between accounts on the platform are forbidden.
3. Accuracy.

You are required to keep your registration details up to date at all times. If you change your address, e-mail, phone number or any other contact or personal information, please contact Customer Service in order to update your account information. The name that you provide to the company at registration must be identical to that listed on your government issued identification.

4. As the client of the company, you immediately and comprehensively agree that:
 - You are able to confidently and comprehensively commit to each and every requirement laid out in these terms and conditions, along with other key the company's documentation including our Privacy Policy. You hereby agree to take all action necessary to adhere to these terms and conditions.
 - You are able to both use the services of the company and function in accordance with our terms and conditions in full, without violating any laws applicable to you at the time. You are instead legitimately permitted and authorized to operate as an the company's account holder.
 - All information submitted by you at any time is 100% accurate, complete, and true in every regard. You will also ensure that in any instance where your personal information changes or becomes no longer valid, it is your responsibility to immediately amend the required data, or to contact the company's customer service team to organize the necessary changes. Your account should be properly updated with the new personal data no later than 14 days after you become aware of the changes.
 - Any regulatory or governmental permissions required in order for you to legitimately access and use the services of the company have been obtained and are in full and active effect at the time of your using this site.
 - When any disclosure requirements, regulations, rules or laws apply as imposed and laid out by any regulatory authority, exchange or jurisdiction, you fundamentally agree to comply with them.
 - Should we at any time request any further information from you or any additional verification of your identity or personal data, you will provide us with

the required information and methods of identification as quickly as possible. In the instance that you fail to do so, your account may be suspended indefinitely.

- All of the company's customers act as a principle in all transactions carried out on the company's website.
- Should you believe or know that you are in any way contravening any of the terms laid out in these terms and conditions, it is your responsibility to inform the company as soon as possible.

5. Username/Password

The Customer account registration process requires you to choose your own user name and password combination. You must keep this information secret. Any actions carried out through your account will stand if your user name and password have been entered correctly. The company can bear no responsibility for unauthorized use or misuse of personal details.

6. Verification of Bank Details

If you use a credit/debit card and/or a financial/bank account for transactions to the company, the account/card holder's name **MUST** be the same as the name you used when registering a account with the company. Should the name you registered on with the company and the name that appears on your credit/debit card and/or financial/bank account differ in any way, your account will be immediately suspended. Should your account be suspended, we recommend that you contact Customer Service for details regarding our verification process.

7. No liability

- Customers of the company fully accept the possibility that technical difficulties and temporary issues may affect the ability of account holders to execute actions, access features and generally utilize the website. The company therefore accepts no liability for any problems or consequences resulting from any such events at any time, which may be attributed to software issues, bandwidth, servers, hardware issues or anything else of a similar nature.

- All clients comprehensively accept and acknowledge the fact that executing deals and trades by way of an Internet connection inherently carries certain risks that cannot be fully avoided or prevented. Internet connectivity issues, hardware failure, poor signal strength, loss of power and other such issues can all result in delayed access, discrepancies and general failures when looking to access and utilize the services available by the company. Therefore, the company cannot and will not be held responsible for any such issues, or resulting consequences.
- Clients acknowledge the fact that even when utilizing the most reliable technology and software available, it is fundamentally impossible to 100% rule out a variety of technical problems and general issues that may temporarily make it difficult or even impossible to access your account with the company. As such, the company will not be held liable in the event of any loss or inconvenience that may occur due to standard and non-standard issues, including, but not limited to hardware defects, unauthorized access, security breaches, periods of high Internet traffic, issues with system capacity, temporary system malfunctions and failures, software issues, hacking attacks and so on. To use the company's services is to accept the fact that we do not and will not at any time guarantee that you will be able to access part or the entirety of our website, or your trading account. We cannot and will not guarantee flawless, error-free and 100% uninterrupted service at any time. In no instances, therefore shall we be held liable for any losses incurred as a result of your inability to access your account or the company's website.

8. The company's customers accept that any/all telephone conversations may be recorded for quality and training purposes, without the caller being informed. All recorded conversations may be held in storage and used at later junctures in the event of disputes, or should their content be required by relevant authorities upon request. The company promises to destroy both recordings and transcripts after three years. On the other hand, no liability for the company to save any records of conversation, verbal or written, and/or trading history and/or investment history.

9. All communications and notices permitted and required hereunder to be given to clients and customers, covered by these terms and conditions, will be provided in writing. Clients are provided with notices and important information by way of the contact details provided at the time the account is opened – all of which must be verified as accurate and complete. All notices and correspondence sent by the company to the customers will be recorded as delivered at the exact time the message was delivered if a) delivered by hand, b) sent by email or c) sent by fax. All messages and communications sent by postal mail will be recorded as delivered five days after the date of postage. In the instance of correspondence sent to a client's company, the message will be considered delivered when written confirmation is provided by the recipient.

10. Expiry rates are computed in accordance with Bid & Ask prices $((\text{Bid} + \text{Ask})/2)$ which represent the closest price offers to the specified time of expiration. The company will round the last digit of the price down if the last digit is below 5 and up if it is 5 or above.

Identification Documentation

1. Participating in the company requires you to enter your personal details during the account registration process. Personal details include, but are not limited to: first name, surname, address, date of birth etc. The 'Know Your Client' (KYC) procedure will be carried out when a Customer makes a deposit into their Customer account.
2. Upon making a withdrawal request you may also be required to send in valid identification documents proving your age and address.

Upon such request, the withdrawal will not be processed for payment until the company has received all requested identification documents. Acceptable identification documentation includes, but is not limited to:

- Color copy of a valid government-issued photo ID (e.g. passport, driving license or ID card).

- Color copy of a utility bill (e.g. water, electricity, or gas) or bank statement. This document should contain your name, address, and date of issue (must be no older than 3 months) clearly visible.
 - Color copy of the front side of the credit/debit card used for the account deposit. Please make sure first 6 and last 4 digits of the bank card number are clearly visible, along with the name and date of expiry. For your own security, please hide the middle digits.
 - Color copy of the back side of the credit/debit card used for the account deposit. Please make sure the first 6 and last 4 digits of the credit card number are clearly visible, along with the name, date of expiry and signature (please make sure to sign the back of the credit card on the appointed signature strip). For your own security, please hide the middle digits and the CVV code (the 3-digit security code).
 - A signed copy of the Declaration of Deposit (DOD)
2. Failure to produce such documentation within 7 days after first deposit will result in suspension of your account and all membership privileges on our site.

Inactive Accounts

1. Inactivity Fee – the company will consider an account to be dormant/inactive after a period of 3 months from the last account login. Once your Customer account has been designated as a Dormant account, the company shall be entitled to charge you a monthly administration fee of 50 Units.
2. The fee will be deducted directly from each client's trading account, from their available balance. To avoid this 50 Units inactivity charge, a client must log in to their trading account at least once every three (3) months.
3. Clients whom have never deposited money in their trading account will not be charged an inactivity fee. Clients with less than a 50 Units balance in their trading account will be charged that balance amount, thus bringing their account to zero.

4. Suspended accounts are still liable to pay the inactivity fee, if conditions arise. Closed/disabled accounts are not charged inactivity fees.
5. In any instance where a customer's account remains inactive for a period of 12 months, the company reserves the right to close the account upon providing the customer with a written notice, five days ahead of the account's closure. The company may at any time limit or cease any or all access to trading activities on the company's website without the requirement to provide notice in advance. Should any such restrictions or withdrawals be implemented, the company will not be held liable or responsible for any costs, damages or negative consequences that may arise for its customers.

Deposits and Withdrawals

1. Identification Checks

The company must successfully receive and verify your identification documents, either via directly by the trading account holder or a third party, before you can make a Withdrawal from your account.

2. Credit Checks

The company reserves the right to run external verification checks on all cardholders with third party credit agencies, on the basis of the information provided on registration.

3. Records

It is the cardholder's responsibility to retain copies of transaction records and these Terms & Conditions as updated from time-to-time.

Deposits

1. No third-party deposits are allowed.
2. The minimum deposit amount and the processing time that deposits take, are dependent on the payment method selected, as shown in Deposit page. Further, these time frames are indicative of the regular timescale for deposit confirmation in business days and represent estimates only.

3. In accordance with our anti-money laundering obligations, we reserve the right to raise queries or demand documentation related to the source of the deposited funds. If the provided information and/or documentation is assessed as unsatisfactory, the company may suspend/terminate the Customer's account and pass on any necessary information to the relevant authorities.

4. Updating Payment Details.

Updating or adding additional payment details for the sole purpose of making a withdrawal may only be done by contacting Customer Service.

6. Error

Should funds be credited to a Customer's account or credited to a financial account and/or credit/debit card in error, it is the Customer's responsibility to notify the company of the error without delay. Any winnings subsequent to the error shall be deemed invalid and returned to the company. We reserve the right to withhold all or part of your balance and/or recover from your account deposits, pay outs, bonuses, and any winnings that are attributable to said error.

Refunds:

Refunds may be given in case of exceptional circumstances and shall be given solely at the discretion of the company.

Refund Policy- Clients can, at any time withdraw, or receive a refund. All Withdraws and Refunds are under the conditions of our Verification policy and Bonus policy.

It is therefore the right of the company to refuse a withdrawal of customer funds, IF said requirements have not been met. The company, can from time to time decide to allow a withdrawal, if it deems fit to do so, but is under no obligation to fulfil this request if the customer agrees to the terms and conditions prior to depositing.

Withdrawals

1. Withdrawals of funds are subject to fees depending on the payment method used. Clients agree that as a result of their withdrawal request 20 Units will be deducted from the withdraw amount, if the withdrawal is requested directly to a bank account.

2. The Minimum withdrawal amount for bank wire transfer is 500 Units.
3. The Minimum withdrawal amount for credit card transfer is 50 Units.
4. When a client issues a request for a withdrawal, the process will be initiated within 5-7 business days and will result in the funds being transferred by way of:
 - A refund to the specified withdrawal amount to the credit or debit card from which the member's account was credited in the first place. Only the original card used to make the initial deposits and a card matching the name of the account holder may be used.
 - Bank wire transfer to the bank account of the account holder, which again must be the same account from which initial deposit payments were made.
 - The minimum withdrawal amount and the time that the withdrawal will take to process, are dependent on the payment method selected, as shown above, these time frames are indicative of the regular timescale for internal pay-out confirmation in business days and represent estimates only.
5. The minimum withdraw request for gained profits on the company's platform is 500 Units and they are paid via bank wire transfer.
6. All withdrawals will be processed back to the same payment method used to make a deposit to the account. As outlined, if a financial account and/or credit/debit card has been used to deposit funds, the name registered on the Customer account held with the company must correspond to the name registered on the financial account/card. In the case of a Direct Bank Transfer payment request, the acquiring bank account must be held in the same name as used at the time of Customer account registration.
7. Please note that withdrawals may experience a slight delay due to our identity verification process. Certain deposit methods will require additional verification at time of Withdrawal. In the case of a withdrawal being made for the first time, a large withdrawal or changes being made to payment options, we may take additional security measures to ensure that you are the rightful recipient of the funds.

8. Where applicable, the company may, at its sole discretion, reverse/refund a Customer's deposited funds instead of processing a withdrawal transaction via the same payment method.

9. Prior to authorization being given for any withdrawals processing, the company may ask clients to produce additional proof of identity by submitting the required identification documents. The withdrawal will only continue after such documents have been produced – inability to verify identity as required will result in the funds being transferred back to the member's the company's account. All withdrawals are subject to the standard company's terms and conditions, which states that completion may require up to 14 business days, or longer in the case of certain billing service providers. It is possible for a client to cancel a withdrawal should they wish to do so. However, the cancellation request must be made as quickly as possible following the initiation of the withdrawal request. If the request has been executed and confirmation of the withdrawal has been sent, the withdrawal cannot be reversed. Should multiple withdrawal requests be made by the client, multiple cancellation requests must also be made accordingly, should they wish to halt the process.

Termination of Agreement

1. The Company may terminate this Agreement at any time by giving you notice to this effect.
2. You may terminate this Agreement at any time by giving the Company a 14 days advanced notice.
3. Termination of the Agreement by any of the Parties shall require you to close all open positions by executing the required transactions.
4. As from the date of your given termination notice, you may not execute any new Transactions, which shall open new positions in the trading account.
5. Should the company suspect that any kind of fraudulent activity is taking place, or that the system or any of its technology or flaws therein are being wrongfully exploited, an investigation will be launched with its completion expected within a 45-day period. Client accounts and privileges may be

suspended during this time, while those found to have committed any fraudulent or illegitimate activities will be banned from the company for life and reported to the relevant authorities.

The company reserves the right to sublicense, transfer, grant or assign its rights both in full and in part to third parties at any time and for any purposes. The client however has no such entitlement and must not carry out any of the above-mentioned activities under any circumstances.

Privacy Policy

1. The company is committed to protecting and respecting your privacy. Further, the Operator complies with all applicable data protection and privacy laws, including Regulation (EU) 2016/679 of the European Parliament and of Council ("GDPR"). If you do not understand how we handle or use the personal information you provide us, we recommend that you review our Privacy policy.
2. Our Privacy Policy is inseparably linked to these Terms & Conditions and its acceptance is a prerequisite to account registration.
3. You hereby consent to receive marketing communications from the Operator in respect of its offerings by way of email, post, SMS and telephone notifications, any of which you may unsubscribe from at any time by contacting Customer Service.
4. The company reserves the right to provide the obtained, processed, and stored data of its clients to third-parties (administrators or personal data operators) for the purpose of fulfilling its contractual obligations to its clients, stipulated herein, including the verification and management of accounts.

Miscellaneous

1. No legal or tax advice

The company does not provide advice regarding tax and/or legal matters. Clients who wish to obtain advice regarding tax and legal matters are advised to contact appropriate advisors.

2. Any payments owed to the company by the client will be made immediately upon request by the company in the specified currency and to the required bank account, at the time the payment is requested. Should you be required to make any payments with regard to taxes or similar deductions, in accordance with your jurisdiction, you will be required to pay the required amount to us in order to ensure that we receive the net amount in accordance with the full amount payable, if no deductions have been applied. Payments owed to the company may be collected at any time without prior notice. In any instances where taxes, registration fees, transfer fees, commissions or administration fees of any kind are payable, they will be paid in full by the client and not by the company.

3. You are solely responsible for any applicable taxes on any prizes and/or winnings that you collect from the company.

4. No arbitrage

You are strictly prohibited from utilizing the company and its systems to facilitate arbitrage through currency exchange transactions. Where the company deems that you have deliberately used the systems for financial gain through arbitrage, any gains will be forfeited and deducted from your balance without warning or notification.

5. Anti-Money Laundering (AML)

Clients are strictly prohibited from using the company and its systems to facilitate any type of illegal money transfer. You must not use the Website for any unlawful or fraudulent activity or prohibited transaction (including money laundering proceeds of crime) under the laws of any jurisdiction that applies to you. If the company suspects that you may be engaging in, or have engaged in fraudulent, unlawful or improper activity, including money laundering activities or any conduct which violates these Terms & Conditions, your access to the company will be terminated immediately and your account may be blocked. If your account is terminated or blocked under such circumstances, the company is under no obligation to refund to you any money that

may be in your account. In addition, the company shall be entitled to inform the relevant authorities, other online service providers, banks, credit card companies, electronic payment providers or other financial institution of your identity and of any suspected unlawful, fraudulent or improper activity. You also agree to cooperate fully with any of company's investigation into such activity.

Termination/Suspension of Account

The company hereby reserves the right to cancel your account for any reason whatsoever at any time without notifying you. Any balance in your account at the time of such a cancellation will be credited to your credit/debit card or financial account.

1. We hereby reserve the right, at our sole discretion, to cancel or suspend your account (notwithstanding any other provision contained in these Terms & Conditions) where we have reason to believe that you have engaged or are likely to engage in any of the following activities:
 1. If you have more than one active account with the company;
 2. If the name registered on your account does not match the name on the financial/bank account and/or the credit/debit card(s) used to make deposits on the account;
 3. You become bankrupt;
 4. If you provide incorrect or misleading information while registering an account with the company;
 5. If you attempt to use your Client account through a VPN, proxy or similar service that masks or manipulates the identification of your real location, or by otherwise providing false or misleading information regarding your citizenship, location or place of residence, or by trading or wagers using the website through a third party or on behalf of a third party;
 6. If you are not over 21 years old;
 7. If you are located in the Excluded Territories;
 8. If you have allowed or permitted (whether intentionally or unintentionally) someone else to participate using your account;

9. If you have played in tandem with other Client(s) as part of a club, group, etc., or trade or wagers in a coordinated manner with other Client(s) involving the same (or materially the same) selections;
 10. If the company has received a “charge back” and/or a “recall” notification via a deposit mechanism used on your account;
 11. If you are found to be colluding, cheating, money laundering or undertaking any kind of fraudulent activity; or
 12. If it is determined by the company that you have employed or made use of a system (including machines, computers, software or other automated systems such as bots) designed specifically to defeat the gaming system.
2. If the company closes or suspends your Client account for any of the reasons referred to in section above, you shall be liable for any/all claims, losses, liabilities, damages, costs and expenses incurred, or suffered by the company (altogether “Claims”) arising therefrom, shall indemnify and hold the company financially and legally unharmed on demand for such Claims.
 3. If we have reasonable grounds to believe that you have participated in any of the activities set out in section 1 above then we reserve the right to withhold all or part of the balance and/or recover from your account deposits, pay-outs, bonuses, any winnings that are attributable to any of the practices contemplated in clause 2. In such circumstances, your details will be passed on to any applicable regulatory authority, regulatory body or any other relevant external third parties. The rights set out here are without prejudice to any other rights that we may have against you under these Terms & Conditions or otherwise.

Chargeback / Dispute Fees

The company reserves the right to charge an administrative fee of the total Chargeback made by the individual, that may be levied by any institution.

Collusion

Should you ever suspect that a Client is colluding with another Client or cheating in any way, please notify the company via the means of communication listed in the above Customer Complaints procedure (set out in section 1).

Legal Disclosure

1. The company operate in compliance with AML laws and regulation of Comoros Union and with international AML rules including the FATF Recommendations.
 2. The Company's activities are not insured by private Client Money Insurance policy, nor by any government's program protecting Clients' funds, including in the event of Company's insolvency or other financial loss caused by any reason whatsoever.
2. Provision of Cross-border services
- 2.1. The products and Services provided by the Company are authorized for sale under the law of Comoros Union. They are not intended for any person/s who, based on their nationality, place of business, domicile or for any other reasons, is/are subject to legal provisions which prohibit foreign financial services providers from servicing clients who are residents of these jurisdictions, or which prohibit or restrict legal entities or natural persons from using the services of foreign financial services providers.
 - 2.2. Where the Company is not authorized by the supervisory authority of a certain country, The Company as a general rule does not promote financial services in that country.
 - 2.3. You confirm that you access this website on your own initiative and without any solicitation from The Company.

3. ESMA Compliance

- 3.1. Following the European Securities and Markets Authority's (ESMA) Board of Supervisors decision of 23 March 2018, several restrictions have been imposed on the provision of contracts for differences (CFDs) to retail investors in the European Union (EU). The agreed measures among them include:
- Maximum leverage limits on opening positions by retail client from 30:1 to 2:1, which vary according to the volatility of the underlying;
 - 30:1 for major currency pairs – in these the underlying asset consists of two of the following currencies: USD, EUR, JPY, GBP, CAD, CHF (for example: USD/EUR, CHF/JPY and not JPY/RUB);
 - 20:1 for non-major currency pairs, gold and major indices, limited to: ASX200, CAC40, DAX30, DJIA, EURO STOXX50, FTSE100, NASDAQ, NASDAQ 100, Nikkei225, S&P500;
 - 10:1 for commodities other than gold and non-major equity indices;
 - 5:1 for individual equities and other reference values.

If you are an EU retail investor and wish that the Company apply to you the above-mentioned leverage limits, please, contact the Company's support desk and the .Company's staff will allocate you to the corresponding group

4. No Offer or Advice

- 4.1. All the information provided, in particular, the opinions, mathematical results and technical analyses published on the website, transmitted to you or obtained via the selection and decision-making tools proposed by the Company, is provided for information purposes only and should in no event be construed as an offer, a piece of advice or a recommendation to buy or sell a particular security or to engage in any transaction whatsoever; nor should the information provided be construed as advice of any other type, for example of a fiscal or legal nature.

4.2. All of the investment decisions you make shall be based exclusively on your own assessment of your financial situation and your investment goals, as well as on your own personal interpretation of the information available, in particular the opinions, mathematical results and technical analyses published on the website, transmitted to you or obtained via the selection and decision-making tools proposed by The Company. You are solely responsible for such decisions.

4.3. Investments in securities featuring on the website are subject to certain risks. The price of securities may go down as well as up. Fluctuations in foreign exchange rates can also alter the value of securities. The future performance of a security cannot be guaranteed by past performance. It is therefore possible that you do not get back the amount you invest. We strongly recommend that you seek professional advice before making investment decisions.

5. Exclusion of Liability

5.1. Neither the Company, its directors, officers, employees, agents or shareholders, nor third party information providers, their directors, officers, employees, agents or shareholders will assume any liability for any loss or damages whatsoever, be they direct or indirect, incurred as a result of accessing the website or using the information and services available on the website, or as a result of the inability to access or use any information or services available on the website.

5.2. In particular, it is expressly stated that in no event will the company, its directors, officers, employees, agents or shareholders be liable for any loss or damages incurred as a result of errors, technical or otherwise, transmission failures, system overloads, interruptions in services (including but not limited to system maintenance services), any delay in the transmission of information, incompatibility between

the website and your files and/or software (in particular your browser) and/or computer, malfunction, interference, the transmission of a virus onto your computer, unauthorized access (as a result of hacking or piracy activities, for example), the willful blocking of telecommunications tools or networks (as a result of mail-bombing, denial of services attacks, for example) or any other failure or inadequacy on the part of telecommunication or network service providers.

6. Complaints Handling Procedure

6.1. The Company has implemented and maintains a Complaints Handling Procedure (the Procedure”), which is described in this document. The purpose of the Procedure is to set out the internal complaint resolution system and procedures which the Company has established, maintains and follows for the resolution of complaints

6.2. The Parties have agreed that they will make every effort to settle, by means of negotiation, all disputes between the Company and the Client related to transactions, payouts, and other actions provided for by the Agreement.

6.3. If a dispute arises, the Client may submit a complaint to the Company and send to the Company.

6.4. Client expressly waives any right to initiate formal claim against the Company, unless such claim was first submitted to the Company in accordance with the Complaints Handling Procedure, and has not been resolved to the client’s satisfaction.

6.5. All the complaint related to transactions executed by the Client shall be submitted by the Client in compliance with the following requirements:

:A complaint received by a Client shall include

- a) the Client's name and surname;
- b) the Client's trading account number;
- c) the affected transaction numbers, if applicable;
- d) the date that the issue arose and a description of the issue.

A complaint must not include offensive language directed either to the Company or
.a Company employee

- 6.6. All complaints or grievances must be in writing and shall be addressed, to the Customer Support Department of the Company via email at: support@4x.fm
- 6.7. If the Client receives a response from the Customer Support but deems that the complaint or grievances need to be raised further for an independent review, the Client may either ask the Customer Support to escalate it to the Client Audit Team which will independently and impartially investigate it.
- 6.8. The Company will not be able to handle or investigate a complaint, if the requirements detailed above are not fulfilled.
- 6.9. The Company shall need the Client's cooperation in order to handle the complaint. Since the company is not holding any information and/or records of the client, including but not limited to the Client's trading account history - The company needs the client to send all relevant details he has.
- 6.10. The Company will treat each complaint with reasonable care and reach a fair outcome.
- 6.11. The Company shall send its initial response to the Client within fifteen (15) business days from the receipt of the complaint. If the complaint requires further investigation and it cannot be resolved within fifteen (15) business days, it will issue a holding response

indicating when the Company will make further contact and inform the Client on the progress of the investigation.

- 6.12. The Company shall investigate and reply to the complainant within sixty (60) days from the date of reception of the complaint.
- 6.13. Upon completion of the investigation, the Company shall send a written notice to the complainant informing him of the outcome of the investigation along with the reasons for reaching such a decision, or, if applicable, the nature and terms of any offer and/or settlement.
- 6.14. The Company will conclude its investigation no later than sixty (60) days from the date of receipt of the complaint.
- 6.15. The Client may not initiate any formal proceedings during the investigation period.

7. Governing Law and Jurisdiction

- 7.1. The place of residency of the Company and the place of performance of the Services and of all the obligations arising from the Agreement is the Fomboni Island of Mohéli in Comoros Union and Grenadines.
- 7.2. The Agreement and/or Terms and Conditions is subject to and shall be construed in accordance with the law of Comoros Union and Grenadines, without reference to its conflict of law rules.
- 7.3. Any disputes, differences or claims arising out of or in connection with the Agreement, including with respect to its performance, breach, termination or invalidity, between the Client and the Company, its directors, officers, employees, agents or shareholders, shall be settled only by the courts of Comoros Union and Grenadines

in accordance with the procedural and substantive laws of Comoros Union.

- 7.4. The client irrevocably agrees to submit to the jurisdiction of the state courts located within the Fomboni Island of Mohéli - Comoros Union and hereby waive any objection to the convenience or propriety of venue therein.
- 7.5. The client understands that the Company does not have any physical presence or local agent in his country and region, and therefore certain laws concerning legal jurisdiction may not apply to this Agreement.
- 7.6. In particular, the rules on Jurisdiction over Consumer Contracts set out in REGULATION (EU) No 1215/2012 (recast) may not apply to the Company, as it is not a resident of a member state.
- 7.7. Further, the Company does not have any “close connection” with the territory of the EU Member States for the purpose of COUNCIL DIRECTIVE 93/13/EEC on Unfair Terms in Consumer Contracts.
- 7.8. To the extent permitted by law, the Agreement prevails to the extent it is inconsistent with any law.
- 7.9. A provision of the Agreement that is void, illegal or unenforceable is ineffective only to the extent of the voidness, illegality or unenforceability, but the remaining provisions are not affected.
- 7.10. This Section shall survive any termination of the Agreement.

8. Conditional International Arbitration

- 8.1. In the event that the clause giving exclusive jurisdiction to the court of Comoros Union has been declared invalid, unenforceable or illegal

by any Court of competent jurisdiction or by an act of law, the dispute shall be shall be resolved exclusively and finally by arbitration in accordance with the Rules of Arbitration (the “Rules”) of the International Chamber of Commerce (“ICC”).

- 8.2. The arbitration shall be held by three (3) arbitrators designated by the parties. Each party shall designate one arbitrator. The third arbitrator shall be designated by the two arbitrators designated by the Parties. If either party fails to designate an arbitrator within thirty (90) days after the filing of the Dispute with the ICC, such arbitrator shall be appointed in the manner prescribed by the Rules.
- 8.3. An arbitration proceeding hereunder shall be conducted in Singapore, and shall be conducted in the English language.
- 8.4. The arbitral proceedings shall be governed by the substantive law of Comoros Union.
- 8.5. The decision or award of the arbitrators is final and binding on both Parties.
- 8.6. Any award of the arbitrators shall be in writing and shall state the reasons upon which such decision or award is final and binding on both parties.
- 8.7. The arbitration panel may only award for direct monetary damages, and in no event, may punitive, consequential and special damages be awarded.

9. Class Action Waiver

- 9.1. The parties waive any right to assert any claims against the other party as a representative or member in any class or representative action, except where such waiver is prohibited by law or deemed by a court of law to be against public policy.

9.2. To the extent either party is permitted by law or court of law to proceed with a class or representative action against the other, the parties agree that: (i) the prevailing party shall not be entitled to recover attorneys' fees or costs associated with pursuing the class or representative action (not withstanding any other provision in this agreement); and (ii) the party who initiates or participates as a member of the class will not submit a claim or otherwise participate in any recovery secured through the class or representative action.