



**PROPRIETARY TRADING
TERMS OF SERVICE**

This Client Agreement (“Agreement”) is made and entered into between the Customer and FXLive Capital Limited (“FXLive Capital”), a company duly incorporated under the laws of Saint Lucia, with registration number 2024-00428 and address at Ground Floor, The Sotheby Building, Rodney Bay, Gros-Islet, Saint Lucia.

BACKGROUND

1. The company maintains operational office addresses at Paseo De La Reforma, No.250, 9th Floor, Tower A, Col. Juárez, Mexico City, Mexico.
2. The Customer’s registered address shall be the address provided in the account opening electronic form and verified against the approved Know Your Customer (KYC) documentation as proof of address.
3. In consideration of FXLive Capital agreement to open and/or maintain one or more accounts for the Customer and to provide services related to Proprietary Trading (“Prop Trading”), the Customer agrees to abide by the following terms and conditions:

TERMS OF ONLINE REGISTRATION

By registering on this website and agreeing to these Terms of Service, you confirm and warrant the following:

1. Eligibility

- You are of legal age under the laws of your jurisdiction to enter into binding agreements.
- You have full capacity to comply with the obligations outlined in these Terms.
- If applicable, you have obtained necessary permissions or legal authority to represent any organization or entity on whose behalf you are acting.

2. Compliance with Laws

You agree to comply with all applicable laws and regulations, including but not limited to financial, data protection, and intellectual property laws, in your use of this website and the services provided by the firm.

3. Prohibited Activities

You shall not use the website or services for any unlawful or unauthorized purposes, including but not limited to:

- Violating any laws or regulations applicable in your jurisdiction.
- Engaging in fraudulent activities, including misrepresentation of identity or trading records.
- Attempting to compromise or breach the website’s security systems.

4. Accuracy of Information

- You agree to provide true, accurate, current, and complete information during the registration process.
- You understand that any false or misleading information may result in the suspension or termination of your account.

Violation of these Terms will result in the immediate termination of your access to the Services.

INFORMATION ACCURACY, COMPLETENESS, AND TIMELINESS

We aim to provide accurate, complete, and up-to-date information on our website. However, some content may be derived from third-party sources, and we do not guarantee its accuracy, completeness, or timeliness. The material provided on this site is for general informational purposes only and should not be relied upon as the sole basis for making decisions. Users are encouraged to verify all information through independent and reliable sources before acting upon it. The website

may contain historical information, which is provided solely for reference and may not reflect the most current circumstances. We reserve the right to modify the content of this site at any time without prior notice, but we are under no obligation to update outdated material. It is the user's responsibility to regularly review the website and remain informed of any changes.

By using this website, you acknowledge and agree that any reliance on the content is at your own risk. If you have questions or require clarification, you may contact us via the Company's official email address or via the messaging system in the Personal Cabinet.

ACCOUNT RESPONSIBILITY

You are solely responsible for maintaining the confidentiality and security of your account, including your username, password, and any other login credentials. You agree to immediately notify the company of any unauthorized access to your account or any breach of security.

- **Accuracy of Information:** You are responsible for ensuring that all information provided to the company, including but not limited to personal, financial, and contact information, is accurate, complete, and up-to-date. Any failure to provide accurate information may result in the suspension or termination of your account.
- **Account Activity:** You are fully responsible for all activities conducted under your account, including any trading actions, orders, or communications made on your behalf, regardless of whether or not they are authorized by you. The company will not be held liable for any losses, damages, or issues arising from actions taken under your account.
- **Compliance with Policies:** You are responsible for adhering to all terms, conditions, and policies outlined in this agreement and other applicable documents. You agree to comply with all relevant laws, regulations, and guidelines governing your activities and account use.
- **Third-Party Access:** You agree not to share your account or access credentials with any third party unless explicitly authorized by the company. You are responsible for any actions taken by third parties granted access to your account, whether authorized or unauthorized.
- **Monitoring and Reporting:** You agree to regularly monitor the activities conducted under your account and promptly report any suspicious activity, discrepancies, or issues to the company support. Failure to report such activity may result in the suspension or termination of your account.
- **Responsibility for Financial Decisions:** You acknowledge that all trading decisions made under your account are your responsibility. You agree to carefully consider all risks associated with your trading activity and ensure that your account balance is sufficient to cover potential losses.

PROP FIRM CHALLENGE: SIMULATED ACCOUNT USAGE

During the Challenge phase, all trading activities conducted by the Client occur on simulated accounts. These accounts replicate real market conditions to a high degree but do not involve actual monetary transactions or risks to real funds. The Challenge phase serves as an assessment period to evaluate the Client's trading skills, discipline, and adherence to risk management principles within a simulated environment. Performance during this phase determines eligibility for progression to the funded account stage but does not represent real trading outcomes.

By participating in the Challenge phase, the Client acknowledges and agrees to the following:

1. All transactions conducted during the Challenge phase are simulated and do not constitute

- actual trades.
2. Any financial outcomes, including profits or losses, are hypothetical and serve solely for evaluation purposes.
 3. The simulated account functions exclusively as a qualification tool for subsequent stages involving potential funding.

PROP FIRM FUNDED ACCOUNT: REAL ACCOUNT USAGE AND PROFIT ELIGIBILITY

Upon successfully completing the Challenge phase, eligible Clients may be granted a Funded Account. This account is a live trading account funded by FXLIVECAPITAL Limited or its affiliates, allowing Clients to trade with real funds under specific conditions.

1. Real Account Status:

The Funded Account provided to the Client is a live account with actual funds, enabling trades under real market conditions.

2. Profit Eligibility and Withdrawals:

Clients trading on the Funded Account are eligible to receive a percentage of profits ("Profit Fees") based on their trading performance. Withdrawals are permitted only if performance benchmarks, including a minimum Return on Investment (ROI), are met.

3. Minimum ROI Requirements:

Clients must achieve the minimum ROI threshold defined by FXLIVE CAPITAL Limited to qualify for profit withdrawals. Failing to meet this threshold may delay distributions until the criteria are fulfilled.

4. Adherence to Trading Rules:

The Funded Account is subject to strict trading guidelines, including risk management protocols, maximum drawdowns, and operational constraints. Violations may lead to restrictions, suspension, or termination of the account and forfeiture of accrued profits.

MODIFICATIONS TO SERVICES AND PRICING

We reserve the right to modify, update, or discontinue any aspect of our services at our discretion, including changes to pricing. Any changes will be reflected on our website, and it is your responsibility to regularly check for updates.

While we make every effort to maintain consistency, we cannot guarantee that prices, services, or features will remain the same over time. All adjustments will be communicated as applicable, and such modifications will take effect immediately or as otherwise specified.

WITHDRAWAL

Eligibility for Withdrawals:

Clients may request withdrawals from their accounts, subject to meeting all applicable performance benchmarks, including but not limited to minimum Return on Investment (ROI) thresholds and adherence to trading rules as defined by FXLIVE CAPITAL.

Verification Process:

Prior to processing any withdrawal, FXLIVE CAPITAL may require the Client to complete identity verification, account ownership confirmation, and compliance checks in accordance with applicable laws and regulatory requirements.

Processing Time:

Withdrawal requests will be processed within 2-3 business days time frame as specified in this Client Agreement and/or on the FXLIVE CAPITAL website. However, unforeseen delays may occur due to third-party payment processors, bank holidays, or compliance requirements.

Third-Party Payments:

FXLIVE CAPITAL strictly prohibits withdrawals to third-party accounts. All withdrawal requests must be made to accounts registered in the Client's name and verified during the account setup process. Any attempt to request payment to a third party may result in the cancellation of the withdrawal request and possible account suspension or termination.

Payment Methods:

Withdrawals will be processed using the payment method initially used for deposits, wherever possible. In cases where this is not feasible, FXLIVECAPITAL will offer alternative methods at its discretion.

Profit Withdrawals:

Profit withdrawals from Funded Accounts are subject to a payout schedule and eligibility criteria, including achieving the defined ROI benchmarks and complying with all trading rules.

ACCURACY OF ACCOUNT INFORMATION AND BILLING

You agree to provide accurate, complete, and up-to-date information for your account, including but not limited to your personal details, contact information, and billing information. It is your responsibility to ensure that all information submitted to us is correct and current. We reserve the right to reject any order placed with us. At our sole discretion, we may limit or cancel the quantity of items purchased per person, household, or order. Orders associated with the same customer account, payment card, and/or billing or delivery address may be subject to these limitations.

If we modify or cancel an order, we will make reasonable efforts to notify you by contacting the email address, or phone number provided at the time of the transaction. For all account purchases made on our site, you agree to provide current, accurate, and complete information regarding your account and purchases. You are responsible for keeping your account information, including email address, credit card details, and expiration dates, up to date to ensure that transactions can be processed and you can be contacted as necessary.

ERRORS, INACCURACIES, AND OMISSIONS

While we strive to ensure the accuracy and reliability of the information provided on our website and in our Service, there may be rare instances where typographical errors, inaccuracies, or omissions occur. These may include, but are not limited to, product descriptions, prices, promotions, offers, and so on. Such errors may arise due to various factors, including technical issues, human error, or system glitches.

In the event of any errors or inaccuracies, we reserve the right, at our sole discretion, to:

- **Correct any Mistakes:** We may correct any typographical or factual errors on our website or in the Service, including inaccuracies relating to product descriptions or prices. These corrections can be made without prior notice and may be applied to both current and past orders.
- **Modify or Update Information:** We have the authority to update, modify, or amend any information provided on our website or the Service to ensure it accurately reflects the correct details.
- **Cancel Orders:** If an error or omission is identified in relation to your order, we may cancel the order at our discretion, even after it has been submitted. In such cases, we will notify you as soon as possible.

Please note that we are not obligated to update, revise, or clarify any information in the Service or on any associated website unless required by law. This includes, without limitation, price information or other details related to our products and services. Furthermore, the Service and connected websites may not indicate specific dates for when updates or revisions were made.

Therefore, we do not guarantee that all content is current or has been reviewed or updated at regular intervals. You acknowledge and agree that any reliance on outdated or inaccurate information on our website is solely at your own risk.

PROHIBITED ACTIVITIES

By using and purchasing the services provided by the company, you agree to refrain from engaging in the following prohibited activities:

- **Fraudulent Activities:** Engaging in any form of fraudulent activity, including but not limited to providing false information, misrepresenting your identity, or manipulating market prices, is strictly prohibited.
- **Market Manipulation:** Any attempt to manipulate the market or create artificial trading volumes, including but not limited to "spoofing," "front-running," or "pump-and-dump" schemes, is prohibited.
- **Unauthorized Access:** Attempting to gain unauthorized access to our systems, networks, or accounts, or engaging in any activities that could damage, disable, or overload our systems, is strictly forbidden.
- **Abusive or Offensive Behavior:** Engaging in abusive, offensive, or discriminatory behavior, including the use of hate speech, threats, harassment, or inappropriate language while interacting with the company or its employees, is prohibited.
- **Violating Laws or Regulations:** Engaging in any activities that violate applicable laws, regulations, or guidelines, including those relating to securities trading, tax laws, or anti-money laundering regulations, is prohibited.
- **Exploiting System Vulnerabilities:** Taking advantage of system errors, bugs, or vulnerabilities for personal gain, including exploiting pricing discrepancies or engaging in "backdoor" trading strategies, is prohibited.
- **Using Unlawful Funds:** Using funds obtained through illegal means, including funds derived from criminal activities, is prohibited.
- **Third-Party Account Usage:** Trading on behalf of third parties or allowing others to trade on your account without the express authorization of the company is prohibited.
- The Customer is prohibited from conducting trades that contravene the stipulations outlined in this section or the FAQ. Any trades that are in violation of these stipulations are strictly forbidden. The Customer must adhere to the rules and guidelines set forth in this section, as well as those established by the FAQ when utilizing the Services.
- The Customer must not intentionally or unintentionally use trading strategies that exploit errors in the Services, such as inaccuracies in displayed prices or delays in their updates, including but not limited to practices commonly known as Latency Trading.
- Executing trades using an external or slow data feed or performing gap trading is prohibited for

the Customer.

- Engaging, either alone or in cooperation with others, in any trades or combinations of trades across connected accounts or accounts held within the platform, if the purpose is to manipulate trading, commonly referred to as "Group Trading," is forbidden. Examples of such manipulation include entering into opposite positions simultaneously.
- The use of any software, artificial intelligence, ultra-high speed, high-frequency trading, or mass data entry that could manipulate or abuse the Provider's systems or services, or provide an unfair advantage, is prohibited for the Customer.
- Performing arbitrage (of any kind), including but not limited to triangular arbitrage, statistical arbitrage, latency arbitrage, market-making arbitrage, spatial arbitrage, pairs trading arbitrage, risk arbitrage, convertible arbitrage, volatility arbitrage, dividend arbitrage, tax arbitrage, yield curve arbitrage, or any other form of arbitrage that may exploit pricing differences between different markets or exchanges, is prohibited for the Customer.
- Performing trades that are inconsistent with typical forex or any other financial market operations is prohibited for the Customer. They should also avoid any activities that may cause financial or other harm to The Provider, such as over-leveraging, over-exposure, Martingale strategy, HFT, making one-sided bets, grid trading, tick scalping, or account rolling. Engaging in any of these activities may raise valid concerns about intentionally harming The Provider.
- Engaging in copy trading, where trades mimic or replicate the trading activities of other traders or entities without prior authorization from The Provider, is prohibited for the Customer.
- The Customer, or any third party, is prohibited from participating in or collaborating to have a third party execute trades for the Customer, whether such third party is a private individual or a professional, or to permit access to or trading on their FXLIVECAPITAL Challenge Account by any third party.
- Accessing any third-party FXLIVECAPITAL Challenge Account, trading on behalf of any third party, or conducting any account management or similar services where the Customer commits to trade, run, or manage a FXLIVECAPITAL Account on behalf of another user, whether professionally or otherwise, is prohibited for the Customer.
- Opening positions with sizes that are noticeably larger than those of the Customer's other trades, whether on this account or another one of theirs, is prohibited.
- Opening positions with numbers that are noticeably smaller or larger than those of the Customer's other trades, whether on this account or another one of theirs, is prohibited.
- Using a high level of margin or extremely risky trading strategy is prohibited for the Customer.
- FXLIVECAPITAL retains the exclusive right to impose trading restrictions, modify account parameters, or terminate trading accounts at its sole discretion to ensure the stability and integrity of its trading environment and platform. This right may be exercised under circumstances including, but not limited to:
 - If FXLIVECAPITAL determines that a client's trading strategy, behavior, or specific trade(s) pose a risk that is deemed excessive, or unmanageable under current market conditions, and that such risk could adversely affect FXLIVECAPITAL or its customers.
 - If trading practices are found to be incompatible with standard market operations or FXLIVECAPITAL's risk management policies, including but not limited to the use of high leverage,

over-exposure, unusually large or small lot sizes, or strategies that could potentially disrupt market equilibrium.

- If there are inconsistencies in trading patterns, such as a significant deviation from the client's historical trading behavior, or if the client's trading behavior significantly deviates from generally accepted market practices.
- If it is determined that a client's trading activities could lead to financial harm or operational disruption to FXLIVECAPITAL or any third parties, FXLIVECAPITAL reserves the right to limit or restrict the client's trading activities.
- FXLIVECAPITAL may impose restrictions to ensure compliance with applicable regulatory requirements, operational protocols, or internal policies designed to maintain a secure trading environment.
- To maintain transparency and ensure effective management of trading practices, FXLIVECAPITAL will take the following actions when implementing trading restrictions or modifications:
 - FXLIVECAPITAL will make reasonable efforts to notify the client of any trading restrictions, modifications, or account terminations, providing the reasons for such actions. However, in cases where immediate action is required to protect the integrity of the platform, FXLIVECAPITAL may implement changes without prior notice.
 - Clients will have the opportunity to request a review of any imposed restrictions or account actions. FXLIVECAPITAL will consider appeals on a case-by-case basis but reserves the right to uphold its original decision to ensure the protection of its trading environment.
 - FXLIVECAPITAL shall not be liable for any direct, indirect, incidental, or consequential losses or damages resulting from the imposition of trading restrictions or account termination. Clients agree to hold FXLIVECAPITAL harmless against any claims arising from such actions.
 - If any or all of the Prohibited Trading Practices are carried out on one or more FXLIVECAPITAL Accounts of a Customer or on accounts of different Customers, or by combining trading through FXLIVECAPITAL Accounts and any FXLIVECAPITAL Accounts, The Provider is entitled to cancel all Services and terminate all relevant contracts in respect of all FXLIVECAPITAL Challenge Accounts of the Customer. The Provider may take any actions set forth in this section at its sole discretion. In such a case, the Customer shall not be entitled to a refund of the fees paid.

Failure to comply with this clause may result in immediate suspension or termination of your account and services, and the Company reserves the right to pursue legal actions if necessary.

EXCEPTIONS FOR POWERED ACCOUNTS

While all Prohibited Trading Practices outlined above apply, certain limited exceptions are permitted for Powered Accounts, as detailed below:

- **Grid Trading:** Grid trading is allowed, but only up to a maximum of three (3) open positions simultaneously. Exceeding this limit will result in the affected trades being dismissed.
- **Martingale strategy:** Martingale strategy trading is allowed, but only up to a maximum of Two (2) open positions simultaneously (1 coverage position). Exceeding this limit will result in the affected trades being dismissed.
- **Copy Trading:** Copy trading is permitted only between the user's own trading accounts. Any cross-connected trading accounts involving multiple users will result in the termination of both identified accounts.

In cases of rule violations, the POWERLIVE ACCOUNT may qualify for a one-time restart opportunity. Eligibility for this option will depend on the severity of the violation. FXLIVE CAPITAL retains the sole discretion to approve or deny the restart opportunity.

These exceptions are subject to strict monitoring, and any misuse or violation will lead to immediate action in accordance with our Terms of Service.

RIGHT TO LIMIT SALES AND SERVICES

Limitation on Sales to Individuals, Locations, or Jurisdictions: We reserve the right, at our sole discretion, to restrict or limit the sale or availability of our products or services to certain individuals, geographic locations, or jurisdictions. This limitation may be exercised on a case-by-case basis, depending on various factors such as regulatory requirements, operational capacity, or business strategy. This means that we may choose not to offer our products or services to certain regions, customers, or markets, even if we have previously done so.

Limitations on Product and Service Offerings: We have the discretion to limit the number of products or services available for purchase at any given time. This may include imposing limits on quantities available per order, per customer, or on the total number of products or services offered for sale. These limits are at our discretion and may vary depending on stock levels, market demand, or other considerations.

Changes to Product Descriptions and Pricing: We reserve the right to modify, alter, or update product descriptions, features, specifications, pricing, and other related details at any time and without prior notice. These changes may be made in response to market conditions, availability, or to reflect improvements in product quality or service delivery. Consequently, the prices and descriptions of our products or services on this website may not always reflect the most current information.

Discontinuation of Products or Services: We may, at any time, decide to discontinue any product or service without prior notice or obligation. Discontinuation may occur due to various factors such as changes in market demand, supply chain issues, or strategic business decisions. Once a product or service is discontinued, it will no longer be available for purchase or use.

Offer Validity and Prohibited Sales: Any offers, promotions, or discounts made on this site for products or services are not valid where prohibited by law, regulation, or jurisdiction. If any product or service is prohibited in a specific location or jurisdiction, we are not obligated to honor any offer or transaction in those areas.

Quality and Expectations Disclaimer: We do not guarantee that the quality of any product, service, or information you purchase or receive from us will meet your expectations or that any defects or issues with the product or service will be corrected. While we strive to ensure high-quality standards, there may be instances where the quality does not meet your personal preferences or where flaws may persist after purchase. We do not assume responsibility for these occurrences and encourage you to review any available product information or descriptions carefully before making a purchase.

TRADING OVER SYNTHETIC ASSETS- PROFIT LIMITATION

The Client acknowledges and agrees that any profits generated through trading synthetic assets on the Company's platform are subject to a maximum profit limitation policy. Notwithstanding the actual percentage of profit generated during a given month, the Company guarantees a maximum distribution of 10% of the monthly profit to the Client's account.

The remaining profit percentage shall be waived by the Client and retained by the Company to ensure business sustainability and the long-term viability of the trading platform. The Client expressly agrees to forgo any claims to profits exceeding the guaranteed 10% monthly distribution.

This clause forms an integral part of the Company's commitment to providing stable and secure trading services while maintaining the operational and financial health of the business. By engaging in trading synthetic assets, the Client affirms their understanding and acceptance of this policy.

PROCEDURE FOR CONSIDERATION OF CLAIMS AND DISPUTES

Any disputes or disagreements between the Parties regarding the execution and settlement of transactions involving products of the company, or any other actions outlined in this Agreement, must first be addressed through mutual settlement. If the Parties are unable to reach a resolution, the matter will be subject to legal proceedings in accordance with the claim procedure outlined below.

- Claims must be submitted in writing to the Company's official email address or through the messaging system in the Personal Cabinet. Claims submitted by other means (such as phone, fax, etc.) will not be considered
- A claim must include the following information: the Client's full name, trading account number, the date and time of the incident (as per the trading terminal's system time), ticket numbers for all disputed positions and/or pending orders, and a detailed description of the dispute with appropriate justification.
- The claim **MUST NOT** contain: Offensive language and uncontrolled or inappropriate vocabulary.

Claims will be accepted for review by the Company within 2 (two) business days from the moment the Client becomes aware, or should have become aware, of the dispute. Failure to submit a claim within this time frame may result in rejection. The total period for reviewing a claim will not exceed 5 (five) business days from the receipt of the last required document.

The Company reserves the right to suspend all or part of the Client's account activities during the claim review process, pending resolution of the dispute or until an interim agreement is reached between the Parties.

INDEMNITY AND WARRANTY

I. INDEMNITY

You agree to indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, affiliates, and any other associated parties, from and against any and all claims, damages, liabilities, costs, expenses (including reasonable attorney's fees), or losses arising out of or in any way connected with:

1. Your use of our website, products, services, or any content accessed through the site.
2. Your breach of any of these Terms of Service or any applicable law, regulation, or third-party rights.
3. Any fraudulent, illegal, or unauthorized activity conducted under your account.
4. Any claim or legal action arising from a dispute between you and any third party, including but not limited to clients, brokers, or financial institutions.
5. Your failure to comply with any applicable regulations or licensing requirements in your jurisdiction.

This indemnification obligation shall survive the termination of these Terms of Service and your relationship with the Company.

II. WARRANTY DISCLAIMER

The Company provides the website, products, and services "as is" and "as available," without any warranties or representations, express or implied, including but not limited to:

- Any warranties of merchantability, fitness for a particular purpose, non-infringement, or performance accuracy.
- That the website, services, or products will be uninterrupted, secure, free from errors, or free from viruses or other harmful components.
- That any defects or issues identified with the services, products, or content will be corrected or resolved.

III. NO LIABILITY FOR LOSSES OR DAMAGES

To the fullest extent permitted by applicable law, the Company shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenues, or business opportunities arising from your use of the website, products, or services, regardless of whether such damages are based on contract, tort (including negligence), or any other legal theory. This includes but is not limited to damages caused by:

- Any reliance on information or materials provided on the site.
- Unauthorized access to or alteration of your data.
- Any interruptions, suspension, or termination of the services.

IV. Third-Party Services and Links:

The Company may provide access to third-party websites, services, or content. The Company does not control, and is not responsible for, any third-party materials or actions. By using such third-party services, you agree to indemnify the Company for any loss or damage resulting from your interaction with those services. The inclusion of links or references to third-party services does not imply any endorsement or warranty by the Company.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void, or unenforceable under applicable law, such a provision will be enforced to the maximum extent permissible, ensuring its purpose is preserved as closely as possible. The portion deemed unenforceable will be treated as removed or severed from these Terms of Service, but this severance will not affect or impair the legality, validity, or enforceability of the remaining provisions.

This means that the remainder of the Terms of Service will continue to be fully operational and binding, ensuring that the overall agreement remains intact and enforceable. The severance of any single provision shall not undermine the parties' intent to comply with the rest of the agreement or diminish their obligations under the unaffected provisions. This ensures that the Terms remain functional and effective, even if minor adjustments are necessary due to legal constraints.

REFUND POLICY

The Customer acknowledges and agrees that once the fee for the selected product or service offered by the Company has been paid, no refunds will be issued. This policy applies regardless of whether the Customer chooses to use the provided product or fails to do so. The Company's refund policy ensures transparency and fairness in its business operations while maintaining the integrity of the services provided.

Upon successful payment, the Customer will receive access to the purchased product or service. This includes the delivery of relevant login credentials for the Trading Platform or any other digital tools associated with the selected option. These credentials will be sent to the email address provided during registration or made available within the Client Section of the Company's platform.

The non-refundable nature of the fees reflects the immediate allocation of product, and support that are dedicated to facilitating the Customer's access to the Company's services. Customers are therefore advised to carefully review their selected option and understand the terms and conditions

before proceeding with payment. If you encounter any issues with accessing your product or service, or if you require assistance with login credentials, you may contact us via the Company's official email via the messaging system in the Personal Cabinet. We are committed to resolving technical or administrative concerns to ensure a seamless experience.

TERMINATION

The termination of this agreement does not absolve either party of their responsibilities or liabilities that were incurred prior to the termination date. All obligations, rights, and liabilities that have accrued under these Terms of Service will survive termination, ensuring that any unresolved matters or claims are appropriately addressed.

These Terms of Service will remain in full force and effect unless and until terminated by either party. You may terminate these Terms at any time by notifying us of your decision to cease using our Services or by discontinuing your access to our website.

We reserve the right to terminate this agreement at any time and without prior notice if we determine, or have reasonable grounds to suspect, that you have violated any term or provision of these Terms of Service. Upon termination, you will remain responsible for settling any outstanding amounts owed to us up to and including the date of termination.

Additionally, we may take steps to restrict or deny your access to our Services (or any part of them) as a result of such violations. Termination is a necessary recourse to maintain the integrity and proper functioning of our platform and Services, ensuring compliance with the terms outlined in this agreement.

REVIEW OF RESTRICTIONS AND ACCOUNT ACTIONS

Clients may request a review of any trading restrictions or account actions imposed by FXLIVE CAPITAL. Each appeal will be evaluated on a case-by-case basis. However, FXLIVE CAPITAL reserves the right to uphold its original decision if deemed necessary to protect the integrity of its trading environment.

FXLIVE CAPITAL shall not be held liable for any direct, indirect, incidental, or consequential losses or damages arising from the enforcement of trading restrictions or account terminations. By using the platform, Clients agree to indemnify and hold FXLIVECAPITAL harmless against any claims, disputes, or liabilities resulting from such actions.

GOVERNING LAW AND JURISDICTION

This Agreement is governed by and construed in accordance with the laws of the Company's jurisdiction, without regard to any conflict of law principles. All actions, transactions, and services provided under this Agreement are deemed to take place within the Company's jurisdiction.

I. Exclusive Jurisdiction

The Client irrevocably agrees to the following:

1. The courts within the Company's jurisdiction shall have exclusive authority over any legal actions or proceedings arising out of or in connection with this Agreement.
2. The Client submits to the exclusive jurisdiction of such courts for the resolution of any disputes.
3. The Client waives any objections regarding the jurisdiction of such courts, including any claims that such jurisdiction is inconvenient or lacks legal force over the Client.
4. **Regulatory Documents:**
 - A. In the event of a conflict between this Agreement and any applicable regulatory documents, the latter shall take precedence. The Company reserves the right to take any actions necessary to comply with such regulatory requirements, and the Company's decisions in this

regard shall be binding upon the Client.

5. Language of Communication:

- A. The official language of communication between the Parties shall be English. The Client is required to submit all documents to the Company in English or in any other language approved by the Company. If requested, the Client shall provide translations into one of the Company's official languages.

Address:

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