



nixse

# TERMS OF USE

The stipulations of this Terms of Use (referred to herein as the “Agreement”) are the official terms and conditions of Nixse Ltd. (referred herein as the “Company”). Nixse operates under the official website Nixse.com (referred herein as the “Site”), with registration number 25973BC2020 and registered address located at St. Vincent & the Grenadines.

The users (referred herein as “the Client”) of the Company’s services should read this Agreement in its entirety before using Nixse.com. This Agreement legally binds the Client and the Company (collectively referred herein as “the Parties”), with the primary objectives of regulating the business relationship of the Parties, describing the available services, and resolving any dispute or contingency that may arise.

The Company has extended published terms as supporting documents to this Agreement, namely: General Risk Disclosure, Money-Laundering Prevention or AML, Know-Your-Customer (KYC) Process, Conflicts of Interest, Complaint and Dispute Management, Order Execution, Privacy Notice, and Refund Procedure. The preceding documents form the entirety of this Agreement and are integral hereto.

The official language used by the Company is English. The translated texts, contents, and documents are only for reference. If language misconstruction or misinterpretation occurs, the English version of any material will always prevail.

The relevant obligations concerning enforcement of warranties and representations shall survive the termination of this Agreement.

## 1. Subordination and Binding Effect

1.1. This Agreement shall serve as valid consent from the date of the Client’s registration. Moreover, this Agreement and all its future amendments will compel the Client until the date of termination.

1.2. The Parties bound to this Agreement will serve as intermediaries to one another. Handwritten signatures are not necessary for this Agreement to take effect. This Agreement is considered a distant contract where it automatically binds the Parties and should be treated as if it were duly signed.

1.3. The Company can enforce the provisions in this Agreement as it sees fit without giving a written notification in advance.

1.4. The Company shall be entitled to modify or alter the platform’s terms and conditions entirely or partially, as mentioned on the website. The Client hereby irrevocably authorizes, represents, and undertakes the terms for using the platform, including every modification in the future.

1.5. During the Client’s trading period, this Agreement may include updates and additional agreements or contracts, which the Client accepts entirely. Infringement of the relevant terms, agreements, and contracts will result in imposed sanctions or delayed execution of services.

The financial market and its leveraged products are complex instruments that come with a high risk of potentially losing capital. More than 73% of trading accounts lose investments when using leveraged products. You should not invest more than you are prepared to lose. Considering your market experience and knowledge is very important before using our services. By using the services of Nixse, you affirm your agreement with the terms and conditions and accept all the risks involved.

1.6. The Client hereby conforms to the terms of this Agreement, the relevant policies, and other contracts provided by the Company during the trading period.

1.7. The Company holds every right to amend and shift any of the existing rights, welfare, and responsibility under this Agreement.

## 2. Intellectual Property

2.1. Nixse.com is protected by international copyright laws and treaties under the terms, including the warranty disclaimers and liability limitations. Intellectual property rights regarding the Site and all its content, including but not limited to graphics, software, files, programs, videos, and audios, shall remain the sole property of the Company and its operators and shall not be used without written express approval.

2.2. In accordance with this Agreement, the Client shall not acquire any rights and therefore prohibited from copying, redistributing, publishing, decompiling, disassembling, modifying, translating, reverse engineering, and making any attempt to access the source code of the Site and its content. The information shall not be reproduced and must not be distributed to any other person or used in any way without the Company's expressed approval. The Site shall not be modified or any copyright or trademark included in the Site.

2.3. The trademark includes all rights to intellectual property, including, but not limited to, inventions and improvements, trademarks, patents, designs, copyright, any corresponding property rights under the laws of any jurisdiction. Without detracting from this Agreement's provisions, the Client cannot sell, rent, lease, or lend the system. Violation of these terms or failure to comply may result in the suspension of the Client's use with or without notice. The Client's account and use of any of the Company's services may be terminated in case of abuses.

## 3. Client Suitability and Appropriateness

3.1 Each country has specific regulations regarding financial and trading services. The Client must confirm that he/she is acting in compliance with the local laws, or he/she will be solely accountable for not abiding them. The Client hereby confirms that he/she understands such regulation, being in legal competence and above 18 years old, or otherwise the proper age to perform legal obligations.

3.2. The Client guarantees that he/she is not politically exposed. Based on the Anti-Money Laundering law, the Company is entitled to close any account of the Client who is politically exposed. In addition, the Company may decide to block the access for services if the Client commits such a violation.

3.3. The Client may trade using funds from different resources such as digital coins or cryptocurrencies and genuine money. With that, the funds used by the account must be obtained legally. The Client agrees to the relevant committees that he/she will not accumulate wealth in his/her trading account.

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3.4. The Client agrees and understands that trading derivatives is not meant for all of the conglomerates and that there is a higher risk that entails significant losses and damages that vary from small scale to large scale; such costs include but not limited to, loss of money, additional expenses, and other commissions.

3.5. Acknowledging trading in the financial market carries many speculations. The Client must understand he/she cannot receive a chargeback for the Company's services regarding the trading platform (e.g., Client area, news, and signals). Upon filing chargebacks, the Client consents that his/her trading account will be inaccessible or terminated at once.

## 4. Use of the Services

4.1. The Client accepts the terms and conditions herein to use the Company's services completely and effectively.

4.2. The Company's services are offered only to users who are not restricted by their governing jurisdiction's laws and any other regulations applicable. The Client should not access the services and should not participate in the activities if prohibited by such laws. The Client agrees, warrants, and ensures his/her compliance with all applicable regulations and statutes.

4.3. The Client agrees to the acknowledgment of the "US person" definition stated in 17 CFR 230.902 and herein and should not be a US person or an individual representing a US person who seeks to make a transaction with the Company. Should the Client become a US person or decides to transact for a US person, he/she should cease access and use of the Company's products or services. A user is considered a US person if he/she is any of the following:

- A.) Any natural resident in the US
- B.) Any person who is physically present in the US when the Company's products/services were used
- C.) Any partnership, corporation, trust, or official person organized and incorporated under US laws or having a principal place of business (PPoB) in the US
- D.) Any person holding discretionary/non-discretionary account of a US person
- E.) Any other US person as stated in 17 CFR 230.902

4.4. Invitations, offers, and other promotions from the services do not translate to guaranteed legal access to any of the services by the Company. The Client shall be held primarily responsible for determining whether he/she is eligible to access the services offered by the Company legally. The Company will not issue any statement or warranty about the legality of Nixse's services in the jurisdiction where the Client is residing or currently located. It will also be the Client's sole responsibility to ensure his/her compliance with the laws applicable to him/her before registration or access to the services through the Site.

4.5. Following the completion of the registration form and the submission of the documents required by the Company in the account creation, the Company will assess the documents and information submitted. Confirmation will then be sent via email regarding the acceptance or rejection of the registration.

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4.6. Following the acceptance or approval of a Client's registration or account creation, the Company will require an initial deposit prior to the account's activation. The minimum initial deposit required may be changed and determined by the Company from time to time.

4.7. The Company does not assess a financial instrument's compatibility with the Client's chosen Transaction or requested services. Therefore, the Client may not be provided with any service protection and regulation protection while the Company provides services such as order executions, transmissions, and receptions.

4.8. In order to determine if a service, product, or promotion offered by the Company suits the Client or not, information regarding the Client's familiarity with his/her investment may be obtained. This is subject to all applicable regulations that the Company is obliged to follow. If the Client fails to provide the required information, it may result in the inability of the Company to determine the appropriateness of its services for the Client. Therefore, based on the provided information, the Company will assume that the Client is familiar with the Company's nature of business. The Company will not be held liable for any incomplete information regarding the Client's familiarity with the services and transactions.

4.9. The Company may choose to offer the following services to the Client after the fulfillment and accomplishment of the obligations given to the Client:

- A.) Client order receiving and transmitting of derivative trades.
- B.) Order execution of derivatives and other marketable assets.
- C.) Provision of foreign currency services as long as reception and transmission services are associated.
- D.) Trading services related to the financial market.

4.10. The Company and its representatives use English as the official communication medium through which information, terms, and other documents will be made available at the Company's official Site. Even though English serves as the official communication medium, other contracts and documents may also be translated into other languages, which the Company shall provide. Translations or other versions of these said terms or documents will not result in a different legal result or effect, leaving the Company without liabilities on how other versions will be interpreted.

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## 5. Use of Investment Advice

5.1. In regard to legal issues or consultation of any kind about the trading services, the Company is not obliged to provide those services as part of the Agreement. The Client may but is not entitled to receive any investment advice from the Company.

5.2. Performed transactions equate to activities taken by the Client in his/her judgment. Therefore, the Client is primarily responsible for determining the possible outcomes of his/her appraisal of a transaction, including the potential risks.

5.3. The Company does not hold any liability or duty to provide any legal, tax, or other investment advice related to its transactions with the Client. The Client may use independent advice before undertaking any transaction.

5.4. The Company may provide market reviews occasionally. Nevertheless, the given information is known to all or might be the Company's judgment or other third-party affiliates. The Company clarifies that the information provided on the Site, subsites, social media, forums, posted or written by any of the Company's representatives does not constitute investment advice or a substitute for investment advice. The information given to the Client by the Company does not take into account each individual's data and needs. The information is not considered an agreed service and should not be regarded as an undertaking to achieve anything.

5.5. While the Company may provide the Client information like market news and updates (such as commentary on the financial markets, news reports, recommendations, and other related financial or investment advice), the following terms will still take effect:

- A.) Such news, information, and updates will not be held against the Company.
- B.) Any piece of information or advice given by the Company is not guaranteed to be accurate, correct, or complete and may result in different consequences, such as the risks or losses.
- C.) Whether it has influenced his/her decision or not, the information given to the Client will be considered as his/her own and will not guarantee favorable results and financial merits.
- D.) Information sent to the Client may vary individually based on time, language, or jurisdiction. The Company does not guarantee the times of the information sent to the Client to be in all instances accurate.
- E.) The Client agrees not to distribute any information, documents, or even a piece of advice that may not be intended for the use of other persons or clients.
- F.) All information sent to the Client, including, but not limited to, market updates or investment advice, is set to change any time without prior notice.

5.6. The Company is not responsible for providing the Client advice regarding the use of the Site and all its content. Upon entering, the Client agrees to be solely responsible for making his/her judgment and bearing the risk of entering the Site.

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5.7. All published data on the Company's Site, or as presented by its affiliates, shall not be considered investment advice. The Company and its affiliates may provide market reviews as it sees fit and at the time of its choice. However, the Company does not consider those information as investment advice and as part of its services, which therefore should not be used for any purpose other than as reference material.

5.8. Commentary or any marketing material provided by the Company is for information purposes only and shall be provided solely to enable the Client to make his/her own investment decisions; the Company is not responsible for any consequences by the Client upon acting to such commentary or related materials.

5.9. The information does not take into account the Client's situation. The Client should consider whether the information is appropriate to his/her needs, and where applicable, seek professional advice. Any action the Client takes upon the information is strictly at his/her own risk.

## 6. The Site, Online Trading System, and Safety

6.1. The system used by the Company is a trading platform that comprises various trading features intended for electronic trading transactions and related transactions. Accessible in most computers, operating systems, browsers, tablets, mobile devices, and other electronic devices, the platform is owned by a licensor, which allows electronic trading transactions.

6.2. Unauthorized and illegal use of the Company's Online Trading System may result in temporary or permanent account suspension or termination if such actions or transactions are considered endangering to the Client or the Company. Furthermore, such sanctions will be given to any action that threatens the Company's integrity, violates any terms set by the Company, or leads to a system failure.

6.3. While using the trading platform, actions such as arbitrage, usage of expert advisors, and platform manipulations are not allowed. This includes high-frequency trading, except when combined with specific indicators. The Client must understand that not all trading strategies are allowed in part of the markets. For example, scalping is possible only in case of trading in currency pairs. The Company will not tolerate non-compliance with the trading terms and impose penalties in those cases. The Company may restrict or limit the Client's access to his/her trading account, cancel unauthorized trades, and write off the profits. The Client hereby understands and gives his/her consent that he/she shall not take any form of illegal activities while using the trading platform.

6.4. Trades that lasted less than 10 minutes will be canceled, and profits from those trades shall be written off unless reserved with a relevant provider.

6.5. Expired CFD contracts will be closed automatically unless they were transferred to another liquidity provider, and the Company may also consider those trading accounts that meet the statistical requirements.

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6.6. The management or maintenance of necessary equipment needed to transact or communicate with the Company, as well as to access its online platform, will be the responsibility of the Client. While the storing, displaying, reprinting, analyzing, and reformatting of the information given by the Company through the Site or the Online Trading System are allowed, publishing, transmitting, and reproducing the given information to any third party shall not be permitted.

6.7. The alteration, obscuring, or removal of copyrights or trademark and other similar terms connected with the provided information will also be prohibited. The use of the materials and the Company's system must be acknowledged to be for personal use only.

6.8. Client information and transaction records must also be kept confidential and should be in written form. In case the Client suspects another party has the same data access or information as he/she possesses, a notification must be sent to the Company to avoid any further damage or loss. The Client will not be able to place orders until his/her data has been replaced.

6.9. Cooperation of the Client is required in any investigation conducted by the Company in cases of information and data leakage or inappropriate use of information. Moreover, the Company will not be held liable in cases of unauthorized access.

## 7. Trading Account

7.1. The Company reserves its right to hold the Client's account and its existing funds following the Applicable Regulations unless the Client and the Company perform a written contract between the relevant parties. This means that the Company will continue to segregate the Client's money and is voided for the internal and external use of the Company's agenda and business. Furthermore, the Client's capital can be combined with other Client money in the same bank account. Overnight deposits are also acceptable with the inclusion of keeping any interest.

7.2. The Company reserves its right to deposit the Client money on any third party given they have a security interest, lien, or right of set-off concerning that money. Another circumstance where the Company can deposit the Client money to a third party is for collateral or margin purposes.

7.3. Furthermore, the Company holds the right to create an unsecured claim against the third party, on behalf of the Client. This event may lead to uncertainty and perils; in such case, the Company will not be held liable nor responsible for the varying results.

7.4. Profit and loss from Derivatives trading are automatically deposited or withdrawn from the Client's existing Client Account once the transaction closes.

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7.5. The Company has the right to close a Client's account if its balance reaches the Company's minimum required deposit, which may vary in different currencies and account types. Furthermore, the Company, with its sole discretion, can charge the Client with the possible bank charges or any related charges to his/her trading account. The Company will notify the Client in case of such charges.

7.6. A trading account inactive for more than a year can be restricted or may receive a fee. The fees regarding the Company expenses are due to maintaining the account active. The Company can notify the Client, without the obligation, via email regarding his/her inactive account and its anticipated closure date.

7.7. In case of trading account inactivity for one month or more, or if the amount of the most recent withdrawal request is equivalent to the balance of the trading account, and if the Client is not reachable over the communication resources, then this will be considered as a request for account termination. Due to that, the Company reserves the right to start an automatic closing account procedure without prior notice.

7.8. The Company will terminate the trading account in the following cases:

- A.) The account is inactive for a period that accedes 365 days.
- B.) The balance account is empty after the Client's last withdrawal.
- C.) The Company has failed to reach the Client through the available communications (phone or email).
- D.) The Company reserves the right to initiate the termination of the account without prior notice.

7.9. The Company shall have a general lien on the Client's cash as held by the Company or its Associates on behalf of the Client until the Client fulfills the relevant responsibilities.

7.10. If the Client's total amount of payable matches the Company's, the firm will have the power to regulate the mutual obligations to either make payments set off or cancel them ultimately.

7.11. If the total amount of payment by a single party surpasses the total amount payable by the other party, the party with the highest total amount shall cover the remaining values of the other party. All responsibilities to make payment will be automatically gratified and cleared.

7.12. The Company has the right to collect the entire Client accounts to consolidate the balances in the said accounts and set-off such balances.

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## 8. Market Trading Conditions

8.1. The Client hereby understands and agrees to the terms and conditions of this Agreement after reading the binding obligations and risks involved in opening a trading account with the Company. The Client declares that he/she had the option to consult with a third-party advisor regarding the terms herein. The Company has given only a partial disclosure regarding the risks involved with trading, and the Client understands that there are more risks involved therein.

8.2. The Company holds the right to change and implement any conversions in currencies without prior notice whenever necessary. Such instances include the need to make deposits and conduct transactions or place orders as part of the Agreement between the Client and the Company.

8.3. The Company will regard the current exchange rates as the basis for any conversion made. The Company will also choose the most reasonable exchange rates to follow. The Client must acknowledge any risks of foreign currency exchange that may result from any transaction. The Client must also recognize the rights of the Company to exercise such actions under any agreements or contracts.

8.4. The financial market constantly shifts where modifications need to be made. Therefore, market conditions of all trading instruments such as quoted prices, spreads, leverage, swaps, rollover fees, and contract sizes can be changed by the Company whenever it sees fit. The Company is not obliged to inform the Client of any changes in the market conditions.

8.5. This Agreement also encompasses derivatives trading; the Company can act on individual derivative trading Transactions such as orders made directly from the Client to the Company or through the Company's Online Trading System.

8.6. The Company will operate and manage based on the Client Access Data without hesitations and further questions, the Orders will remain valid and will be completely intact with the Client and its Client Access Data.

8.7. One more thing to note, the Company will entirely and thoroughly follow the Client's request for the order execution along with the agreed terms. The Company will not be held liable for any mishandling and inaccurate information with the Orders. The Company also views the Orders as concrete and will eventually proceed with the transaction.

8.8. All orders are expected to be placed and executed or modified and removed within the allowed trading time; all late Orders will promptly take the next trading session.

8.9. The Company will also be putting the open spot positions a day over the next business day after closing the business in the relevant Underlying Market. Furthermore, the Company also reserves the right to close an existing open position under complete discretion.

8.10. The Company will, but not constrained to, at the highest circumspection, proceed with the Client's request, pursue its Orders even outside the regular derivative trading hours.

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8.11. The Client is required to maintain and perpetuate the Initial Margin and Hedged Margin that is set by the Company. The Client is expected to be more knowledgeable, and it is his/her sole responsibility to understand how the Margin is computed and figured.

8.12. The Client is obliged to compel with the minimum balance amount limitation that stands at \$100.00. Acknowledging this Agreement is considered as a consent to apply the minimum balance term. Therefore, the Company reserves the right to close the trading account if the balance term was not obeyed.

8.13. The Client hereby acknowledges that the quotas can change based on the account type and can be calculated based on the shares per asset. If the Client fails to meet the required quota, the Company will impose a fee and set limitations on the account.

8.14. A positive growing dynamic is a gap between the negative completed trades and the positive completed trades. The calculation of profit is the net of all the positive trades made after the deduction of the total negative. Statistics are only calculated for positive trades after the deduction of the total negative. A positive growing dynamic is a gap in positive completed trades that do not exceed the ongoing negative trades.

8.15. The Company also reserves the right to change the Margin requirements at any given moment and time. The Company then immediately delivers a written notice two days before the actual implementation or change.

8.16. If an event regarding the falling of Equity well below the required Margin at any given time, the Company reserves its right to close some or all of the Client's Open Position without prior notice and the Client's consent. The Client's responsibility is to mention and indicate to the Company as soon as Margin payments become stiff, and the necessary may not be reached. Although the Company may, from time to time, make Margin Calls, it will not be their duty to do so. In the event where the Client fails to resolve his/her situation before the Margin drops, open trades may close automatically due to Stop-out.

8.17. Margins are expected to be fulfilled monetarily in the Client's current Client Account. Furthermore, non-monetary Margin remains unacceptable.

## 9. Deposits, Withdrawals, and Refunds

9.1. The funds used in the trading system must be genuine money or valid digital currency. The deposit means of the Company are mentioned on the Site and may differ based on the Client's location or origin. The Company may change the available deposit methods as it sees fit, but the deposit hours of funding will not have a limit.

9.2. The Company will credit the relevant trading account once the deposit is successful. It will take at least one (1) business day once the specified amount is settled with the bank account of the Company. The required amount will be the net of any subsequent transfer payments plus any other charges incurred by the Company regarding the Institution that holds the funds.

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9.3. An anonymous funding or third-party transactions in the Client's account can be declined by the Company if necessary.

9.4. The Client should know that the funds shall only be deposited in his/her trading account once the Company approves the transaction. The Company will then identify if the Client or any legal representative authorized the money that was deposited.

9.5. Transactions that are illegal, unnotarized, or do not align with the requirements can be canceled by the Company. Such rejected funds will be returned in the same method it was received.

9.6. A transfer of funds between two accounts will be approved by the Company only after receiving a signed request from both of the Clients with such a specific instruction.

9.7. Meanwhile, a transfer of funds between two different accounts will be approved by the Company only after receiving an official request from the Client. Transferring of funds will be approved only if both are verified, and no open obligations were found in any of the accounts.

9.8. The Client may place a withdrawal request on the Site subject to the approval of the Company. The withdrawal shall be made using the same transfer method when acquiring the funds minus any transfer fees or other charges incurred by the Company.

9.9. The Company may also decline any faulty withdrawal request applied by the Client. More so, the Company, without the obligation, can suggest an alternative if the Client was denied from a specific transaction that he/she requested.

9.10. The Client may only request a withdrawal amount that exceeds \$50.00 if the transaction is made through Wire Transfer. The Client accepts that there may be limits on withdrawal from the trading account. This includes withdrawal limits that may be implemented based on how many times the Client can withdraw within a certain period.

9.11. In order for the Company to approve a withdrawal request, the Client must meet the following conditions:

- A.) The balance in the trading account must comply with the minimum amount limit for the withdrawal.
- B.) All trades in the trading account are closed at the time of the request.
- C.) The withdrawal will be enabled only after receiving complete and accurate information and documents from the Client.
- D.) The Company must receive an official request from the bank to transfer the funds from the trading account.
- E.) The Company will process the withdrawal request within two business days, given the Client meets the conditions.

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9.12. The Client must meet all relevant withdrawal conditions, at least two months before the withdrawal request is made, to avoid cancelation on the request. The Client must provide accurate and complete bank identification details and any documentation required by the Company. In addition, if the Company fails to reach the Client in the following two months of the request through calls or emails, it will be considered a justified reason to cancel the withdrawal.

9.13. At the time of the withdrawal, bonuses and credits will be deducted from the Client's account. The Company will calculate the deduction amount based on the percentage of the withdrawal from the total balance in the Client's account.

9.14. A withdrawal request will only be canceled after a notification is sent to the Company via email. The Client consents that if any of the mentioned events occur, the withdrawal request may also be considered invalid.

9.15. Withdrawals are exclusive to Nixse Clients only. The Company has the right to decline any withdrawals done or requested through a third party or anonymous accounts.

9.16. If the Client intends to request a refund, he/she must follow the guidelines in the Refund Process, as set out separately.

## 10. Commissions, Fees, and Other Expenses

10.1. All services the Company provides are subject to charges that the Client has to pay, such as commission fees, taxes, daily derivative funding, and other costs. The Company can rightfully impose such charges under the contract specifications provided by the Company.

10.2. Fees, commissions, and other benefits in non-monetary form may be paid to the Company from third parties and other parties allowed under the written applicable regulations when services are provided to the Client. Details of costs that the Company is required to pay on behalf of the Client will be issued accordingly.

10.3. The Client may also be held liable in situations when the Company has not collected other relevant taxes. The Client may consult third-party advisors in cases of doubt or concerns over incurring more tax fees or responsibilities.

10.4. The Client bears full responsibility to comply with all the local tax requirements (tax returns, submitting files, and reports). The tax payments regarding trade activities and business relationships with the Company should be paid by the Client.

10.5. Costs or other fees not paid under the signed agreements or this Agreement will be subjected to an interest rate annually for each working day until the amount is settled.

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10.6. The Client acknowledges and consents that a quality condition will be imposed on his/her trading account during the trading course. The Company is authorized to charge fees from the account if the Client does not meet the quality requirements as determined by the Company.

10.7. The Client must pay the commission charges according to the deadline that was set by the Company. Failing to do so will result in restrictions on the trading account and, if necessary legal consequences. A prior notice regarding the fees and the balance of the account is given before the payment date.

10.8. As part of this Agreement's terms, the Client must acknowledge that an additional commission will be deducted for third-party providers that enable the services of Nixse. This includes spreads, profit-sharing, discounts, and commissions. The incurred annual interest rate may vary up to 4%, this in addition to the daily interest on the trading account.

10.9. A deduction that varies between 1.8% to 6.4% will be debited from the trading account in case of uncompleted special trades. Special trades are considered, but not limited to, shares reservation, reserved limit orders, and trades provided according to contracts. The deduction will be calculated based on the leverage of the trading asset.

10.10. The Company reserves the right to close an active trade in split lots to lessen the floating loss. The deduction will be calculated based on the leverage of the trading asset.

## 11. Credits and Bonuses

11.1. Acceptance of the bonus and credit to the Client's account binds the Client to the bonus' terms and conditions. Bonus credited cannot be retracted or removed by any means, unless stated herein. Promotions, bonuses, and benefits that are provided are subject to this Agreement. The decision to offer bonuses, promotions, and benefits is absolutely at the Company's unreserved discretion.

11.2. Should the Client request for a withdrawal of his/her account's bonus, the Company, at its sole discretion, will evaluate the Client's account before allowing the Client to withdraw, if he/she has met the required trading volume, which may change from time to time without prior notice.

11.3. If the Client requests for a withdrawal of his/her bonus during the period in which he/she has not met trading volume requirements, the full amount of his/her bonus, including profits, will be forfeited, and the bonus amount will be deducted to the Client's remaining account balance. Only then the Client will be able to manage his/her remaining balance.

11.4. Should the Client be a part, or suspected to be a part of any fraudulent activity which the Company forbids, the Company, in its sole discretion, may cancel the bonus, promotion, and block the Client's account. The Company reserves the right to terminate any Agreements made between the Client and Nixse, which shall forbid the Client to use any of the Company's services.

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## 12. Personal Information, Data, Communications, and Other Records

12.1. The Company may collect Client information and personal details from several groups or governing agencies such as banks, financial institutions, fraud prevention agencies, regulatory agencies, and registered public providers. The Company will treat the Client's information as confidential. Collected information will not be used for any other purposes other than in connection with the investigations held by the Company.

12.2. The collected information and details of the Client include his/her complete name and address, date of birth and age, country of the current and original residence, email address, and contact number. The Company may also request the Client's objectives and other relevant information to complete his/her trading account portfolio. The required documentation from the Client includes his/her identification cards and numbers, certificate of residence, and other registration numbers. The provision of all required documents complies with the KYC Process.

12.3. The mentioned documents and information can be collected by the Company when the Client registers on the Site, by completing any electronic form on the Site, and through sending or submitting scanned copies of the documents.

12.4. The Company records and saves all conversations with the Client that were made from all the communication means. The Company may decide to use those records when it sees fit to prove communication between the two sides, where the Client gives consent by acknowledging this Agreement.

12.5. The Client's information may be disclosed in the following circumstances:

- A.) Request from the law or high court.
- B.) Regulatory law requests from the jurisdiction that has the power over the Company and its associates.
- C.) Third-party execution where orders and other ancillary purposes require such information.
- D.) An investigation by related authorities in the prevention of illegal activities such as fraud and money laundering.
- E.) Professional advisors from the Company with the confidential nature of the Company being informed beforehand.
- F.) Company affiliates to provide full services to the Client.
- G.) Third parties in-charge of maintaining and processing the system database, as well as record keeping companies and other similar service providers.
- H.) Authorized organizations for legal purposes.

12.6. The Company maintains its relationships with different partners such as banks and co in order to perform its business activities. In accordance with that, all partners of the Company may be provided with the Client's financial records if the need will occur.

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12.7. If the Client needs to request a particular document or record from the Company, it must be sent officially using his/her registered email. However, the Company is not obligated to accept those requests and therefore may refuse provision, especially if deemed to be used for unseemly intentions. Such refusal of document and record provision is also to protect confidential information and data privacy from illegal use.

12.8. During the trading period, the Company may request different documentation based on the Client's used payment method and as obligated by the payment service affiliate. The documentation shall be used to validate the Client's identity, which must be provided immediately as required by the Company to continue using its services

12.9. Agreement to these terms affirms the Client's consent to his/her data being placed under these provisions and the laws of the jurisdiction where he/she currently resides.

12.10. Any status confirmation, account status, confirmation on orders, and other messaging transactions between both parties may be sent through an electronic form where the Company will keep a record.

12.11. The Client should provide a working and valid email address for regular business communication with the Company. The Client will be responsible for informing the Company of any changes in his/her email address and any other relevant information. The Client may contact the Company in cases of periodic confirmation messages and other similar issues via email.

12.12. The authorization of the transactions made by the Client is compelled to the approval of the Company. This includes electronic resolutions where the transaction will be valid only after it received the approval of the Company. Permission for third-party transactions will only be given after the Company receives a written consent by the third party to conduct the transaction and a written consent of the Client for this transfer.

## 13. Reservations on the Company's Responsibilities

13.1. With the general terms and conditions herein, the Company shall bear no responsibility in the event of any technical error or malfunction of any lines or network. The Client shall solely take all the corresponding risks and consequences upon entering the Site and using the services offered. The Company will not be liable for any damages or losses that will arise upon the suspension or termination of the Site or any of the services provided.

13.2. The Client acknowledges that by his/her use of the Site and other sub-sites operated by the Company, all information, software, products, and services are provided without warranty, and the Company disclaims any warranty, whether expressed or implied.

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13.3. The Company shall not be responsible in the event of systems or communication errors, bugs, or viruses relating to the Services or the Client's account, resulting in damage to the user's hardware or software and data. The Company is not responsible for any occurrence of any omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of data or information and any direct or indirect loss.

13.4. To the full extent permissible by law, the Company disclaims the responsibility of being liable, even if Nixse was notified of such danger. This includes any damages for loss of revenue or data incurred by the user or any third party, whether in action for contract or tort arising from the access to the Site, whether direct, indirect, incidental, or consequential. The Company is not responsible for instances of failure and malfunction regarding the system, servers or providers, computer equipment, software website, Wi-Fi, Bluetooth, computer, mobile Site, or mobile application.

13.5. The Client will secure the Company from any legal responsibility against all direct and indirect claims, losses, expenses, and liabilities arising from breach of this Agreement and use of the Site and the services. The Company shall bear no responsibility for assessing whether or not the Client understands the nature and risks associated with using the services or whether or not the Client has the necessary knowledge or information regarding the Company's services.

13.6. The Company shall not be held liable for any loss, expenses, or damages suffered by the Client arising from any inaccuracy or mistake in any information, recommendation, news, information relating to the transactions, market commentary, or research that the Company provides. The Company has the right to void or close any transaction during any circumstance specified in the Agreement. Subject to this right, any transaction after such inaccuracy or mistake shall nevertheless be considered valid and binding for all intents and purposes on both Parties.

13.7. The Company will not be held liable for the possible damages and losses that may arise during the (but not limited to the) following:

- A.) Any mistakes and miscalculation in the usage and handling of the Company's Online Trading System
- B.) Any continued or prolonged delay by the Client Terminal
- C.) Arrangements, negotiations, and settlements that are made through or by the Client Terminal
- D.) Any event where the Company fails to fulfill its obligations under the Agreement that leads to a Force Majeure, or any similar occurrences beyond the Company's control
- E.) Any event where any third party has committed an act of negligence or exclusion
- F.) Misuse and mishandling of any information made and given by the Company to the Client ea. Access Data
- G.) Every order or instruction made under the Client's Access Data
- H.) Prohibited engulfment of any accessible information via a third party or a third person such as electronic addresses, electronic communication, personal data, and Access Data through the means of the internet, or other network communication facilities
- I.) Any event where an Order for Execution is postponed or suspended
- J.) Currency uncertainty and unpredictability

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K.) Failure to meet the set deadline

L.) Risks and unpredictability that relate to derivatives trading

M.) Any omission and swings on the current tax rates

N.) Any event where the Client takes guidance and direction through or on Trailing Stop and Expert Adviser, which is considered as prohibited trading

13.8. The Company holds its right against any liability claims in the events mentioned above that may include (but are not limited to) losses, damages, profit-loss, opportunity loss, and other relative affairs or phenomenon that the Client may suffer under the Agreement.

13.9. The Company has the responsibility to protect the entire Site from any potential malfunctions. However, if technical failures occurred in the system for any reason, the Company will then have the right to cancel any participation in any of the offered services. Additionally, the Company will only be liable to the Client's involvement, including the participation fee done in any of the services; the trading account will be credited accordingly.

13.10. The Company also reserves the right to withdraw, dismiss, alter, or end any services if, for any reason, the services cannot be directed or used as planned. This will include but not limited to infection by computer virus, bugs, tampering or unauthorized intervention, fraud, technical failures, or any other causes beyond the Company's control.

13.11. If any inaccuracies and miscalculations result in awarding payouts to the Client or in an increase in payouts owed or paid by the Client, he/she shall not be entitled to these payouts. The Client is required to advise the Company of the error directly and shall recompense any payouts credited to his/her trading account.

13.12. The Company has the right to limit, refuse, or terminate trades made by the Client regardless of whether the termination was attributable to his/her actions with any third party. The Company would credit an account once an act of fraud or any other actions taken against the Company or any third party if it affected the Client's participation fee.

13.13. The Company reserves the right to amend, modify, or discontinue, from time to time, any of the bonuses and promotions, or introduce new Services, bonuses, and promotions, without prior notice. The Company is not responsible for any damages that the Client undergoes.

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## 14. Acknowledgment of Risks and Consents

14.1. All information from the Client received through the Registration Form or as submitted by the Client is considered valid, accurate, and complete. The documents provided by the Client and approved by the Company are also expected to be genuine, authentic, and valid.

14.2. The Client affirms that he/she has read and understood the terms and clauses of this Agreement. This includes the use of information and documents through:

- A.) Authorization by the Client to pursue an Agreement and to proceed with orders
- B.) Make pleas and directives to execute some or all obligations hereunder

14.3. The Client vows to act as the primary representative and does not act on behalf of someone else. If such an event happens, the Company can add an exception provided that a written request was submitted. The relevant request must be supported with necessary documents and information before receiving approval from the Company.

14.4. The Client affirms that he/she is the individual who finished the relevant Registration Form, or if otherwise happens:

- A.) The Client is a part of a company of an individual
- B.) The Client permits, on his/her behalf, any authorization to do so

14.5. The Client accepts to operate and function under this Agreement and pledges not to transgress, breach, or infringe the existing laws and rules applicable to the Client, and the jurisdiction and legislation in which the Client is located.

14.6. The Client hereby declares that he/she is complying with the Company policies that forbid the use of money obtained in illegal ways. In addition, the Client guarantees not to use the funds to support terrorist activities or movements and other unlawful acts.

14.7. The Client further affirms the following before using the services of the Company:

- A.) The funds used are free of charges and other similar obstructions.
- B.) The Client agrees to understand their chosen type of Financial Instrument and accept the risks that come with it.
- C.) The Client declares he/she has no affiliation with politics.
- D.) The Client acknowledges that the current market and the Financial Instruments will hold no restriction, but seldom consider the Client's nationality and religion.

14.8. The Client agrees and understands that trading derivatives is not meant for all of the conglomerates and that there is a higher risk that entails significant losses and damages that vary from small scale to large scale. Such costs include but are not limited to loss of money, additional expenses, and other commissions.

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14.9. The Company does not allow the return of charges from investing services provided, such as the trading platform, Client area, news, and signals. Once the Client asks for a chargeback, the Company has the right to revoke or limit the Client's access to his/her account. The Client must understand that trading in the market carries risks. Therefore, the initial return on investment, in addition to the interest on funds, is not guaranteed.

14.10. The Client agrees and understands that trading with the Company's Online Trading System carries the same risk and instability as the derivative. The Client is not required to deliver any of the Underlying Asset of the derivatives, neither the ownership thereof.

14.11. The Client agrees and understands that trading any derivative means that he/she is trading for the possible outcome and the potential price of the current and Underlying Asset and that the actual derivative trading does not materialize on the Regulated Market, instead of through the Over-The-Counter or OTC.

14.12. The Company does not hold responsibilities and liabilities when the Client is introduced to Nixse through an Introducer. The Company hereby states that the Introducer is not affiliated with the Company and has no attachments to its agreements and conditions.

14.13. The Client agrees and understands that the Agreement made with the Introducer entails new costs, which include charges, payments, and commission.

## 15. Third-Party Access

15.1. The Company provides the Client with the option to appoint and designate a relevant third party to do several tasks on his/her behalf. Third-party appointing may include placing Orders, operating separate matters related to the Client's account or anything in this Agreement through a written notification sent by the Client, which will then be processed and fulfilled by the Company.

15.2. The Company will also continue to take orders and operations and be held valid from the third party until the Client forwards a written notice to cancel such authorization. Revoking third-party authorization must be sent 14 days before the effective date through email.

15.3. The Client consents to carry full responsibility and accepts all possible consequences of assigning a third party for supervising or using his/her trading account. Such consequences may include losses, fraudulent, and abuse of authorization by the assigned representative. The Company may decide to reject the assigned representative or later revoke the rights into the Client's trading account.

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## 16. Complaint and Conflict Resolution

16.1. In case of disagreement that may arise between the Client and the Company for any reason whatsoever, those affairs must be sent via email.

16.2. Conflicts include when the Client refuses to complete obligations towards the Company, or when the Client notices a contradiction between the displayed trading results and those that should have been shown, or if the Client has a strong case to terminate this Agreement. In those cases, the Client must immediately amend such a situation by contacting the Company on the available means of communication, as mentioned on the Site.

16.3. If the Client needs to submit a complaint, he/she must send using the registered email associated with his/her trading account. The Company reserves the right to reject complaints from unidentified email addresses. If the Client cannot access the registered email, he/she must inform the Company in advance. The Company will process the complaint within 30 days from the day it was received. An official complaint must be submitted in the following format:

- A.) The Client must describe the actions that lead to the complaint, specifying the time and other relevant information.
- B.) Complaints must be related to the terms and conditions of this Agreement.
- C.) The detailed complaint should be sent from the Client's email to [active.support@nixse.com](mailto:active.support@nixse.com).

16.4. A review and process of a complaint will be conducted by the Company within 30 business days from the day it was submitted. The Client hereto agrees not to make any comment or statement regarding the Company's Site, its employees, representatives, or affiliates during the 30-day process. If the Client discloses the complaint publicly, the Company will impose a fine for reputational damage, which will vary between \$100.00 and \$1,000.00, and can even stand up to \$500,000.00, based on the severity of the violation.

16.5. The Company will not accept a violation of the Agreement's guidelines by the Client, which will result in revoking his/her rights.

16.6. The Client will act according to the Company's guidelines to settle the dispute peacefully. Unacceptable actions such as intimidation and extortion against the Company and its workforce, representatives, or affiliates will result in termination of business and shall rule out future collaborations.

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## 17. Termination and Cancellation of Service

17.1. The Client may close the trading account by reaching to the Company through email, and must act as follows:

- A.) The Client should write a detailed request, mentioning the cause of account termination sent by his/her registered email address.
- B.) The Client must complete all open obligations before receiving the Company's approval for account termination.
- C.) The account termination request will be reviewed within 14 days before providing an answer to the Client.

17.2. The actual termination of the Agreement will exclude any commitment that was contracted before the termination date by either party. This is to pave the way for the ongoing deals, trades, or any legal rights or obligations previously agreed upon, be it with Transactions or operations under the deposit and withdrawal.

17.3. If the Client applies for a chargeback prior to his/her termination request, the Company has the right to deny such termination request and make the trading account inaccessible.

17.4. If the Client wishes to terminate this Agreement, he/she must complete all the existing obligations, where a penalty will otherwise be imposed by the Company. The Company reserves the right to apply new responsibilities for the contract period and modify the original terms.

17.5. Non-compliance with this Agreement and other terms from additional contracts will result in the Client being revoked with receiving the accumulated profits.

17.6. In the event of termination, the remaining amounts of payables left behind by the Client will promptly become due and payable, including (but not limited to):

- A.) Every remaining and pending costs and amounts payable to the Company
- B.) The remaining reserves and funds that are compulsory to close the positions that the Client opened
- C.) Any remaining outlays and fees from the termination of the Agreement and charges that may add up when the Client decides to move his/her existing investment to another investment firm
- D.) Every remaining balance and costs the termination entails, including concluded transaction fees and other remaining responsibilities done by the Client with the aid of the Company
- E.) Every charge and fee imposed or planned to be set by the Company as results of the Agreement termination
- F.) Any potential damage compensation that transpired while the arrangement takes place or any other agreement of unsettled responsibility
- G.) Client's fund transfer payment
- H.) Every commitment to finishing any existing trading volumes

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17.7. The Company also reserves the right to do the following without prior notice in the event of an Agreement termination:

- A.) Retain and hold the Client's existing funds as the potential payment for the entire persisting obligation the Client has with the Company
- B.) Amalgamate all of the Client's existing accounts and integrate all the remaining balance of the said accounts as an effort to indemnify the reported balances
- C.) Suspend the Client's account or thoroughly close the Client's account
- D.) Apprehend and hold the Client's ability and power to access the Company's online trading platform
- E.) Convert existing currencies on the Client's funds
- F.) Eliminate and adjourn every Open Position and decline orders from the Client

17.8. The following events compose an "Event of Default":

- A.) The Client is proven to be engaged in any form or use of arbitrage, expert adviser, or other illegal activities as instituted in this Agreement.
- B.) The Client's failure to issue and comply with any initial margin and hedged Margin, or any failure to comply with the obligations and commitments under this Agreement.
- C.) Any delineation from the Client that is proven false.
- D.) The Client's inability to compensate for any possible dues and obligation to the Company.
- E.) The event where the Client dies or is deemed lost or absent.
- F.) The event where the Client tags the Company in any fraudulent or illegal activities.
- G.) The circumstances where the Company considers the Client involved in any form or way of money laundering and other punishable criminal activities.

17.9. In case of a Client's death or if incapacitated to perform or continue legal obligations, the first-degree relative of the Client shall be the successor of the Client's trading account. The relevant first-degree relative must provide the required documents to inherit the account accordingly. Required documents may include, without limitation, a valid I.D., bank details, and proof of relationship with the Client (such as contracts and certificates).

17.10. The Client hereby confirms and agrees that immediate termination of his/her account, without prior notice, will be executed in the following cases:

- A.) No transactions are being made on the account, or it is passive for 60 days or more.
- B.) The latest withdrawal request is equal to the total balance of the account.
- C.) The Client cannot be reached in all forms of communication known to the Company.

17.11. The Client can confirm the platform terms of use by email. The Company shall be entitled to take the following actions with the occurrence of such events:

- A.) Offset bonuses or credit funds from the total balance in the trading account.
- B.) Freeze the profits derived from the credit funds or bonuses despite the ongoing commitments of the Client.
- C.) Charge daily fees for inactivity.
- D.) Charge termination fees in case of unsettled obligations of the Client.

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- E.) Abolish this Agreement and execute any, if not all, of the actions stated in the Termination of Agreement.
- F.) Amalgamate all the Client's existing accounts and integrate all the remaining balance of the said accounts to indemnify the reported balances.
- G.) Suspend or thoroughly close the Client's account.
- H.) Apprehend and hold the Client's ability and power to access the Company's online trading platform system.
- I.) Eliminate and adjourn every Open Position.
- J.) Decline the Client's orders.
- K.) Decline the Client's request to create a new account.

17.12. The event of Force Majeure encompasses, with or without limitation, the following occurrences:

- A.) Government actions that include the following: war, a threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, and economic and political crisis.
- B.) Natural Calamities: earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic, pandemic, or other persisting natural threats that were not mentioned.
- C.) Labor debates and similar lockdowns.
- D.) Delay and deferment on the market, e.g., A regulatory ban or any other legal decisions from the government and other governing bodies in the current market.
- E.) The temporary banning of any financial services from the government and other governing bodies in the current market.
- F.) Technological difficulties, including system failures and breakdowns, and a whole scale malfunction.
- G.) The adjournment and suspension of any current market or the actual event where the Company is asked to relay its Quotes.

17.13. If any of the aforementioned events or situation happens, or a Force Majeure event happens, the Company reserves every right to do the following actions:

- A.) The Company can and will increase the existing margin requirements without any prior notice.
- B.) The Company can and will close every existing Open Position.
- C.) Apprehend and revamp the existing terms and this Agreement.
- D.) Increase or decrease the existing spreads.
- E.) Increase or reduce the current leverage.

17.14. The Company will not be held liable for any type of losses or damages that may occur in any failure or negligence during the event of a Force Majeure.

17.15. An account termination request will not free either party from the agreed obligations of this Agreement or other contracts. In addition, invoking Force Majeure may only delay the legal obligations of the Client. The Company reserves the right to set an extended period for recovery before this Agreement, or other contracts, can be fully terminated.

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