



TERMS & CONDITIONS OF USE



## GENERAL

Opensoft LLC, operating under the trading name WooFX, owns and operates the Site. It is registered in the Saint Vincent and the Grenadines with registration number 3609 LLC 2024 and has its registered address at Euro House, Richmond Hill Road, P. O. Box 2897, Kingstown, St. Vincent & the Grenadines.

The Company offers online and mobile financial services to you under the terms of the following Services Agreement (the "Agreement").

By using our website located at <https://woofx.pro/> (and all associated sites linked to it) or services, you affirmatively agree to abide by the following terms and conditions of use. If you do not agree, we advise you not to use our services.

## DEFINITIONS

In this Agreement, the following terms (unless otherwise specified by context) have the meanings ascribed to them:

- **Access Data:** Refers to the Username and Password provided by the Company to the Client for accessing the Company's electronic systems.
- **Account:** Refers to a personal account opened by an individual solely for their use of the Services provided by the Company.
- **Application Form or Client Account Opening Questionnaire:** Refers to the form/questionnaire completed by the Client online to apply for the Company's Services under this Agreement, providing information for identification, due diligence, categorization, and appropriateness according to Applicable Regulations.
- **Affiliate:** Refers to any entity directly or indirectly controlling or controlled by the Company, or under common control with the Company; where "control" denotes the authority to direct or manage the affairs of an entity.
- **Applicable Regulations:** Refers to all applicable laws, rules, and regulations in effect from time to time.
- **Ask:** Refers to the higher price in a Quote at which the Client may buy.



- **Balance:** Refers to the total financial outcome in the Client Account after the latest Completed Transaction and any deposit or withdrawal operations at any given time.
- **Base Currency:** Refers to the first currency in a Currency Pair against which the Client buys or sells the Quote Currency.
- **Bid:** Refers to the lower price in a Quote at which the Client may sell.
- **Business Day:** Refers to any day except Saturdays, Sundays, December 25th, January 1st, or any international holidays announced on the Company's Site.
- **CFD:** Refers to a contract for difference, a financial instrument derived from fluctuations in the price of the underlying asset.
- **Client:** Refers to anyone who registers via the Site and opens an Account.
- **Client Account:** Refers to the exclusive personalized account of the Client, including all Completed Transactions, Open Positions, Orders in the Company's Online Trading System, Client money balance, and deposit/withdrawal transactions.
- **Client Terminal:** Refers to the trading platform used by the Client (e.g., web and mobile traders) to access real-time market information, conduct technical analysis, execute Transactions, manage Orders, receive notifications from the Company, and maintain Transaction records.
- **Closed Position:** Refers to the termination of an Open Position by either buying or selling, thereby eliminating any outstanding commitment.
- **Company Online Trading System:** Refers to the Software and technical infrastructure used by the Company, including computer devices, software, databases, telecommunications hardware, trading platforms, and programs. It provides real-time Quotes, enables market information access, technical analysis, Transaction execution, Order management, notifications, Transaction records, and calculates mutual obligations between the Client and the Company. It comprises the Server and Client Terminal.
- **Completed Transaction:** Refers to two counter deals of the same size (buy then sell, or sell then buy), resulting in the opening and closing of a position.
- **Contract Specifications:** Refers to the key trading terms applicable to CFDs, such as Margin, Spread, Swaps, Storage Fees, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, Normal



Market Size, minimum levels for Stop Loss, Take Profit, and Limit Orders, financing charges, ticket fees for Swap Free Client Accounts, Company Costs, charges, and minimum deposit requirements for different types of Client Accounts. These specifications are determined by the Company at its discretion and are available on the Company's Site.

- **Currency of the Client Account:** Refers to the currency denomination of the Client Account.
- **Currency Pair:** Refers to the object or Underlying Asset in a CFD Transaction, reflecting the value change between two currencies (the Quote Currency and the Base Currency). It indicates how much Quote currency is needed to purchase one unit of the Base Currency.
- **Eligible Counterparty:** Refers to a counterparty eligible under the Regulation Rules, as specified in the Client Classification Policy.
- **Equity:** Refers to the Balance plus or minus any Floating Profit or Loss from Open Positions. Calculation:  $\text{Equity} = \text{Balance} + \text{Floating Profit} - \text{Floating Delta Loss}$ .
- **Error Quote or Spike:** Refers to an erroneous Quote characterized by significant Price Gaps, rapid rebound with Price Gaps, absence of preceding rapid price movements, and no significant macroeconomic indicators or corporate reports before or after its occurrence.
- **Event of Default:** As defined in paragraph 18 of this Agreement.
- **Expert Advisor:** Refers to a mechanical online trading system designed for automating trading activities on an electronic trading platform. It can alert the Client of trading opportunities and automatically manage trading operations, including sending orders, adjusting stop loss, trailing stops, and take profit levels.
- **FFI (Foreign Financial Institution).**
- **Floating Profit/Loss:** Refers to the current profit/loss on Open Positions calculated at current Quotes, inclusive of any applicable commissions or fees.
- **Force Majeure Event:** As defined in paragraph 19.1 of this Agreement.
- **Free Margin:** Refers to the available funds in the Client Account that can be used to open or maintain Open Positions. Calculation:  $\text{Free Margin} = \text{Equity} - \text{Necessary Margin}$ .
- **He:** Refers to he or she, as appropriate.



- **Illegal Actions:** Refers to illegal, unlawful, fraudulent, money laundering, or other improper activities, including unauthorized access attempts to the Site.
- **Indicative Quote:** Refers to a Quote at which the Company reserves the right to decline Instructions or execute Orders.
- **Introducer:** Refers to a third party that introduces potential clients to the Company.
- **Instruction:** Refers to a Client's directive to the Company to open or close a position or to place or delete an Order.
- **KYC Process (Know Your Client):** Refers to processes mandated by Applicable Regulations to identify and verify the Client, assess risk, conduct background checks, establish an economic profile, and evaluate the suitability of Services for the Client.
- **Leverage:** Refers to the ratio of Transaction Size to Initial Margin. A ratio of 1:100 indicates that Initial Margin is one hundred times less than the Transaction Size required to open a position.
- **Long Position:** Refers to a buy position that gains value when Underlying Market prices rise. For instance, in Currency Pairs, it involves buying the Base Currency against the Quote Currency.
- **Lot:** Refers to a unit measuring the Transaction amount specified for each Underlying Asset in a CFD.
- **Lot Size:** Refers to the number of Underlying Assets in one Lot.
- **Margin:** Refers to the necessary funds required to open or maintain Open Positions for each type of CFD.
- **Margin Call:** Refers to the notification from the Company to the Client when there are insufficient funds (Margin) to open or maintain positions according to Company standards.
- **Margin Level:** Refers to the percentage ratio of Equity to Necessary Margin. Calculation:  $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$ .
- **Margin Trading:** Refers to leveraged trading where the Client may execute Transactions with less funds than the Transaction Size available in the Client Account.
- **Matched Positions:** Refers to Long and Short Positions or fully hedged positions of the same Transaction Size opened in the Client Account for the same CFD.



- **Necessary Margin:** Refers to the minimum margin required by the Company to maintain Open Positions for each type of CFD.
- **Normal or Maximum Market Size:** Refers to the maximum number of units of the Underlying Asset transmitted by the Company for execution for each type of CFD.
- **Open Position:** Refers to any position not yet closed, including Long or Short Positions that are not Completed Transactions, or established trades yet to close with an opposing trade.
- **Order:** Refers to a Client's directive to the Company to open or close a position when the price reaches the specified Order Level.
- **Order Level:** Refers to the price specified in the Order.
- **Parties:** Refers to the parties involved in this Client Agreement, namely the Company and the Client.
- **Politically Exposed Persons shall mean:**
  - (a) Individuals currently or formerly holding significant public roles, including: heads of State or government, ministers and their deputies or assistants; members of parliaments; members of high-level courts such as supreme or constitutional courts, or other senior judicial bodies whose decisions are generally final; members of audit courts or central bank boards; ambassadors, chargés d'affaires, and senior military officers; members of the administrative, management, or supervisory boards of State-owned enterprises. This does not include middle or junior ranking officials. Additionally, individuals who have not held a prominent public position for at least one year are not considered Politically Exposed Persons.
  - (b) Immediate family members of the individuals mentioned in section (a), including: spouses, partners recognized as equivalent to spouses by national law, children and their spouses or partners, and parents.
  - (c) Close associates of the individuals mentioned in section (a), including: anyone with joint beneficial ownership of entities or arrangements, or other close business relationships with a person described in section (a); and anyone with sole beneficial ownership of an entity or arrangement established for the benefit of a person described in section (a).
- **Domestic prominent influential person:**  
An individual who holds or has held, including in an acting capacity for over six months within the past 12 months in the Saint Vincent and Grenadines:



- (a) A prominent public role such as President or Deputy President;
  - (b) A government minister or deputy minister;
  - (c) A provincial Premier;
  - (d) A member of a provincial Executive Council;
  - (e) An ambassador, high commissioner, or senior representative of a foreign government based in the Saint Vincent and Grenadines;
  - (f) Chief financial officer or head, or executive directly accountable to the head, of an international organization based in the Saint Vincent and Grenadines.
- Foreign prominent public official:  
An individual who holds or has held within the past 12 months in any foreign country a significant public role, including:
    - (a) Head of State, head of a country, or government;
    - (b) Member of a foreign royal family;
    - (c) Government minister, senior politician, or political party leader;
    - (d) Senior judicial official;
    - (e) Senior executive of a state-owned corporation;
    - (f) High-ranking military member.
  - Immediate family member:
    - (a) Spouse, civil partner, or life partner;
    - (b) Former spouse, civil partner, or life partner, if applicable;
    - (c) Children and stepchildren and their spouses, civil partners, or life partners;
    - (d) Parents;
    - (e) Siblings and step-siblings and their spouses, civil partners, or life partners.
  - Price Gap:
    - (a) The current Bid price is higher than the previous Ask price;
    - (b) The current Ask price is lower than the previous Bid price.
  - Professional Client: A "Professional Client" as defined by Regulation Rules and specified in the Client Classification Policy.
  - Quote: The current price information for a specific Underlying Asset, shown as Bid and Ask prices.
  - Quote Currency: The second currency in a Currency Pair, which can be bought or sold by the Client using the Base Currency.
  - Quotes Base: Stored information of Quotes Flow on the Server.



- **Quotes Flow:** The continuous stream of Quotes in the Company Online Trading System for each CFD.
- **Request:** A Client's request to the Company for a Quote, which does not obligate a Transaction.
- **Retail Client:** A "Retail Client" as defined by Regulation Rules and specified in the Client Classification Policy.
- **Scalping:** A trading strategy involving numerous transactions within a short timeframe, typically not exceeding 5 minutes.
- **Services:** The services and activities offered on the Site and/or through the System.
- **Short Position:** A sell position that gains value if the market price of the underlying asset decreases. For example, in Currency Pairs, selling the Base Currency against the Quote Currency. This is the opposite of a Long Position.
- **Site:** The domain <https://woofx.pro/> and/or any mobile site or application owned, operated, or hosted by the Company under the brand "WooFX".
- **Slippage:** The difference between the requested price of a CFD Transaction and the actual execution price. Slippage often occurs during high volatility periods (e.g., news events), when market orders are used, or when large orders are executed without enough interest at the desired price.
- **Spread:** The difference between the Ask and Bid prices of an Underlying Asset in a CFD at a given moment.
- **Swap or Rollover:** The interest added or deducted for holding a position overnight.
- **System:** As defined in paragraph 39 of this Agreement.
- **Trailing Stop:** A stop-loss order set at a percentage below the market price for a long position. The trailing stop price adjusts as the market price fluctuates. For a sell trailing stop order, the stop price rises as the market price rises but remains unchanged if the market price falls, with a market order submitted when the stop price is hit.
- **Transaction:** Any CFD transaction executed on behalf of the Client with the Company under this Agreement.





- Transaction Size: Lot Size multiplied by the number of Lots.
- Underlying Asset: The asset in a CFD, which may include Currency Pairs, equity indices, metals, commodities, forwards, or any other asset available for CFD trading with the Company.
- Underlying Market: The market where the Underlying Asset is traded.
- US Reportable Persons:

As per FATCA:

- a. US citizens (including dual citizens);
  - b. US resident aliens for tax purposes;
  - c. Domestic partnerships;
  - d. Domestic corporations;
  - e. Any estate other than a foreign estate;
  - f. Any trust if:
    - i. A US court can exercise primary supervision over the trust's administration;
    - ii. One or more US persons can control all substantial decisions of the trust; and/or
    - iii. Any other person that is not a foreign person.
- "We", "Our", or "Us": Refers to the Company, its subsidiaries, affiliates, employees, directors, officers, agents, suppliers, consultants, and/or contractors.
  - "You", "Your", or "the Client": Refers to any user of the Site who registers and opens an account.

Capitalized terms not specifically defined here will have the meaning assigned to them in the body of this Agreement or relevant incorporated documents.

References to this Agreement include all documents incorporated by reference, forming an integral part of the Agreement.

## COMPLIANCE WITH THE AGREEMENT AND ITS ENFORCEABILITY

Anyone who registers on the Site, follows the specified procedures, participates in the Site's activities, or uses the information provided on the Site, willingly and freely accepts the authority of this Agreement. By doing so, they agree to be bound by its terms, commit to act according to its stipulations, and follow the rules outlined within it, as they may be updated periodically, without any objections.



This Agreement is legally binding for both Parties and definitively governs their relationship. According to Applicable Regulation, if this Agreement is concluded as a distance contract under the specified terms, a physical signature is not required for it to be legally binding and enforceable, just as if it had been signed. However, if a Client wishes to have a signed version of this Agreement at any point during its term, they can contact the Company, which will arrange for signing within 15 days.

## ELIGIBILITY FOR USING THE SERVICES

To use the Services, you must adhere to the following conditions:

- I. On the date you participate, you must be at least eighteen (18) years old or the legal age as defined by the laws of your country of residence, whichever is higher;
- II. You must possess a valid payment method or have authorization from the owner to use a valid payment method; and
- III. Your use of the Services must not violate any laws or regulations. If you live in or are present in a jurisdiction where using the Services is prohibited, you must refrain from participating in those activities.

The Services are only for users who are legally allowed to use them according to their jurisdiction's laws. The Company does not intend to facilitate any legal violations. You agree to ensure that your use of the Site and Services complies with all relevant laws, statutes, and regulations. The provision of the Services is not an invitation to use them if doing so is illegal in your location, or if the Company chooses not to offer Services there.

### User Responsibility

You are solely responsible for determining whether using the Site and Services is legal in your location. The Company makes no guarantees, expressed or implied, regarding the legality of the Services or any individual's participation through the Site and is not responsible for illegal use by you. It is your duty to ensure compliance with all applicable laws before registering or participating in any Services through this Site. Consult legal counsel in your jurisdiction to confirm the legality of your use of the Site and Services.

### Proof of Age

The Company reserves the right to request age verification at any time. If you cannot provide satisfactory proof of age within three (3) days of the request, or if the Company suspects you are underage, your account may be suspended or cancelled, and any balance dealt with at the Company's discretion.



### **Restricted Participants**

Employees, directors, and officers of the Company, along with their families, affiliates, or subsidiaries, and anyone connected to the Company's computer or security systems, or involved in the Site's operation, including advertising, promotion, fulfilment agencies, insurers, legal advisers, webmasters, and web suppliers, are not allowed to participate in any Services. This restriction also applies to any substitute for such excluded persons. The Company reserves the right to close the accounts of these individuals and seize any funds in such accounts.

## **STEPS FOR OPENING A CLIENT ACCOUNT**

After each prospective client completes and submits the Application Form along with all required identification documents, the Company will conduct internal checks (including anti-money laundering checks and appropriateness tests). Following these checks, the Company will notify the prospective client about their acceptance status. The Agreement will become effective on the date the Client receives a notification of acceptance and account opening from the Company. It is assumed that the account is opened for speculation or short-term trading purposes. The Company is not obligated (and may be unable under applicable regulations) to accept any individual as a client until all required documentation is received, correctly completed, and all internal checks are satisfactorily completed. Opensoft LLC will report any fraudulent activity to relevant authorities in accordance with its Risk Management and Compliance Programme.

To open an account, the following documents are required:

### **For Individual Customers:**

- **Identification:**  
A copy of a valid National ID or Passport, including the signature page.
- **Proof of Address:**  
A recent Utility Bill, Bank Statement, or Residence Certificate, all showing the customer's name and address. The document should not be older than 6 months.
- **Additional Documents:**  
Any other documents that the company may require.

If a recent utility bill cannot be provided during account opening, the client has 30 days to submit it. During this period, the account will be partially verified, allowing deposits and trading. If the utility bill is not provided within 30 days, the account will be closed, and any remaining funds will be refunded to the client. The account is fully verified once all documents are provided.



## Required Documents for Opening an Account for Companies:

1. **Certificate of Incorporation**
2. **Memorandum and Articles of Association**
3. **Confirmation of Company Address**
4. **Business Plan**
5. **Board Resolution:**  
A resolution of the board of directors to open an account and confer authority on those who will operate it.
6. **Company Search:**  
A search of the file at the Companies Registration Office.
7. **Shareholder Information:**  
A list of all shareholders with 25% or more of voting rights at the Annual General Meeting of the company.
8. **Director Information:**  
A list of all directors.
9. **Identification Documents:**  
Identification documents of the directors and shareholders.
10. **Proof of Address:**  
Proof of address for directors and shareholders.
11. **Certificates:**
  - a. Certificate of Good Standing.
  - b. Certificate of Incumbency.
12. **Additional Documentation:**  
Any other documents that the company may require.

If needed, the Company may request copies of the latest audited financial statements or management accounts for a better understanding of the activities, sources, and uses of funds/assets. Should there be any changes in the structure, ownership, or any transaction details of the legal person, further inquiries will be made to update the documentation and economic profile accordingly.

Upon acceptance as a client, the Company will open a Client Account, which will be activated once the Client makes an initial deposit of 100 US Dollars (or equivalent in another currency as determined by the Company).



## CLIENT CATEGORIZATION

- In accordance with the Applicable Regulations, the Company will categorize the Client as a Retail Client, Professional Client, or Eligible Counterparty (“ECP”), based on the details provided in the Client's Application Form and following the classification method outlined in the “Client Classification Policy”. By agreeing to this Agreement, the Client consents to this classification method. The Company will notify the Client of their classification status.
- The Client acknowledges that the Company will rely on the accuracy, completeness, and correctness of the information provided in the Application Form for classification and dealings. The Client is responsible for promptly informing the Company in writing of any changes to this information.
- Different levels of regulatory protection are provided by the Company for each client category. Specifically, Retail Clients receive the highest level of regulatory protection.
- Professional Clients and ECPs, being considered more experienced, knowledgeable, and sophisticated, are expected to assess their own risks and therefore receive fewer regulatory protections.
- Clients have the right to request a different classification, thereby altering the level of regulatory protections. To change classification (whether generally or for specific products), the Client must meet certain specified quantitative and qualitative criteria. If these criteria are not met, the Company reserves the right to decide whether to provide services under the requested classification.
- The Company retains the right to review and alter the Client’s categorization as deemed necessary.

## EVALUATION OF SUITABILITY AND RELEVANCE

It is acknowledged that when the Company offers reception, transmission, and execution Services to the Client, it is not obligated to evaluate the suitability of the Financial Instrument the Client wishes to engage in, nor the services provided or offered. Consequently, the Client will not receive the protection under the Applicable Regulations concerning the suitability assessment.

According to Applicable Regulations, the Company must gather information about the Client’s investment knowledge and experience to determine if the intended service or product is appropriate for the Client. If the Client chooses not to provide this information or provides inadequate information, the Company will



be unable to ascertain whether the proposed service or product is suitable for the Client.

The Company will assume that the information provided by the Client regarding his knowledge and experience is accurate and complete. The Company will not be liable if this information is incomplete, misleading, or changes over time, unless the Client informs the Company of such changes. In such cases, the Company will be considered to have fulfilled its obligations under the Applicable Regulations.

## SERVICES

Given that the Client fulfills their obligations under the Agreement, the Company may, at its discretion, offer the following Services to the Client:

- I. Accept and forward the Client's Orders in CFDs to the Liquidity Provider;
- II. Provide Foreign Currency Services if they are related to the reception and transmission service; and
- III. The Company reserves the right, at any time and at its discretion, to withdraw any or all of the Services either temporarily or permanently. The Client agrees that the Company is not obligated to provide a reason for such withdrawal.

## RECOMMENDATIONS

- Services do not encompass investment advice concerning Financial Instruments, including CFDs or the Underlying Markets.
- The Client will independently engage in Transactions and make decisions based on his own judgment. By requesting the Company to execute any Transaction, the Client affirms that he has independently assessed and investigated the risks associated with the Transaction. He asserts that he possesses sufficient knowledge, market sophistication, professional advice, and experience to evaluate the merits and risks of any Transaction himself. The Company does not guarantee the suitability of the products traded under this Agreement and does not assume any fiduciary duty in its relationship with the Client.
- The Company is not obligated to provide the Client with legal, tax, or any other advice concerning any Transaction. The Client may consider seeking independent advice before engaging in a Transaction.



## MARKET ANALYSIS

Periodically and at its discretion, the Company may provide the Client with information, recommendations, news, market commentary, or other materials via its website, newsletters, or other means. This provision is not considered a service.

- I. The Company does not assume responsibility for such information.
- II. The Company makes no representation, warranty, or guarantee regarding the accuracy, correctness, or completeness of such information, nor does it provide assurances on the tax or legal implications of any related transaction.
- III. This information is intended solely to assist the Client in making their own investment decisions and does not constitute investment advice or unsolicited financial promotion.
- IV. If the document specifies restrictions on its intended recipients, the Client agrees not to distribute it to unauthorized persons or categories.
- V. The Client acknowledges that the Company may have acted upon or used the information contained in the document prior to its dissemination. The Company does not guarantee simultaneous receipt of such information by all clients and reserves the right to change or withdraw market commentary, news, or other information at any time without prior notice.

## CURRENCY EXCHANGES

The Company reserves the right to convert currencies without prior notice to the Client, as deemed necessary or beneficial. This may be done to fund the Client Account in its designated currency, fulfill obligations, execute rights under this Agreement, or process specific Transactions or Orders. The Company will conduct such conversions using exchange rates it considers reasonable, taking into account prevailing market rates. The Client assumes all foreign currency exchange risks associated with any Transaction or the Company's exercise of rights under the Agreement or applicable law.

## FEES, EXPENSES, AND ADDITIONAL COSTS

The provision of Services is contingent upon the payment of Costs, including fees, commissions, daily funding for CFDs, and charges to the Company ("Costs"), as specified in the Contract Specifications or on the



Company's website. Additionally, the Client may incur other commissions and charges payable directly to third parties.

The Client is responsible for settling all such costs:

- I. Some Costs may be expressed as a percentage of the CFD value, necessitating the Client's understanding of their calculation.
- II. When the Company provides Services to the Client, it may receive fees, commissions, or non-monetary benefits from third parties or Introducers, within limits set by Applicable Regulations. Upon request, the Company will disclose information about such benefits to the Client, as required by Applicable Regulations.
- III. Any taxes the Company must pay on behalf of the Client will be detailed in Confirmations provided to the Client. The Client may also be liable for additional taxes not collected by the Company and should seek independent advice if unsure of potential tax liabilities. Tax laws can change periodically.
- IV. The Client is solely responsible for filing tax returns and reports related to any Transactions with relevant authorities, governmental or otherwise, and for paying all taxes (including transfer or value-added taxes) arising from any Transaction.
- V. The Client agrees to cover all stamp duties and other expenses related to this Agreement and any documentation necessary for executing transactions under this Agreement.
- VI. The Company reserves the right to adjust its Costs periodically. Changes will be communicated to the Client in Writing before they take effect, specifying the effective date. The Company will strive to provide the Client with at least five Business Days' notice of changes, except when adjustments are based on interest rate changes, tax treatments, or impractical to notify in advance. Swaps are calculated based on interbank market rates.
- VII. All CFDs conducted with the Company pertain to open-ended margined products requiring daily funding.
- VIII. Any unpaid amounts beyond their due date, as outlined in this Agreement, shall accrue interest at the Applicable Rate plus 4% per annum, for each day they remain outstanding.
- IX. Storage fees for Forex, Metals, and Shares apply after 7 days from trade opening, and for cryptocurrencies and Indices after the 1st day. Such fees are charged daily for each open trade, following the grace period.





## VERIFICATIONS AND REPORTS

- Updates regarding order status, client account status, trade confirmations, and communication between the parties will be sent to the client electronically. This will be done either via email to the address on record with the company or through the internal messaging system of the Company Online Trading System.
- The client must ensure they provide the company with a valid email address for the purposes mentioned above.
- It is the client's responsibility to notify the company promptly of any changes to their email address or other relevant personal information. If a confirmation is not received or if there are concerns about the accuracy of any confirmations received, the client must inform the company before settlement.
- If the client suspects any discrepancies in the confirmation or does not receive a confirmation despite making a transaction, they should promptly contact the company. Trade confirmations are considered final unless the client notifies the company in writing within two business days from receiving the confirmation, unless there is an obvious error.
- The company will grant the client online access to their client account via the Company Online Trading System. This access will provide sufficient information for managing the client account and complying with regulatory reporting requirements. Therefore, separate personal balance statements may not be provided by the company.

## OFFICIAL LANGUAGE

The official language of the Company is English, and the Client is advised to consistently consult the main Site for comprehensive information and disclosures regarding the Company and its operations. Any translations or information provided in languages other than English are solely for informational purposes and do not legally bind the Company or carry any legal weight. The Company assumes no responsibility or liability for the accuracy of such information.



## WEBSITE, COMPANY ONLINE TRADING PLATFORM, AND SECURITY

- The Client agrees not to engage in any action that could potentially allow unauthorized access or use of the Company's Online Trading System. The Client acknowledges that the Company reserves the right to terminate or restrict access to the Online Trading System if there is suspicion of such unauthorized use.
- While using the Company's Online Trading System, the Client agrees not to do anything, whether through action or inaction, that could compromise the integrity or cause malfunction of the Company's computer or Online Trading System.
- The Client is responsible for ensuring that their equipment is compatible with and maintained for accessing the Company's Online Trading System. The Client is permitted to store, display, analyze, modify, reformat, and print information available through the Company's Site or Online Trading System, but may not publish, transmit, or reproduce this information in any format to any third party without the Company's express written consent.
- The Client must not alter, obscure, or remove any copyright, trademark, or other notices associated with the information. The Client warrants not to use the Company's Online Trading System in violation of this Agreement, to use it solely for their Client Account's benefit and not on behalf of others, and not to use software or devices to automate access or information retrieval from the Company's Online Trading System.
- The Client agrees to keep their Access Data confidential and not disclose it to anyone. Access Data should not be written down, and any written notifications containing Access Codes must be immediately destroyed. The Client agrees to promptly notify the Company if they suspect or know that their Access Data has been disclosed to an unauthorized person. The Company will take necessary steps to prevent further use of such Access Data and issue replacement Access Data before the Client can resume placing Orders via the Online Trading System.
- The Client agrees to cooperate with any investigation the Company conducts regarding misuse or suspected misuse of their Access Data. The Client acknowledges that the Company is not liable for unauthorized access to information, including electronic addresses, electronic communications, personal data, and Access Data transmitted between parties using internet or other network communication facilities, post, telephone, or any other electronic means.
- The Client agrees that all other agreements with the Company are subject to these terms and conditions.



## CONFIDENTIALITY, TELEPHONE RECORDINGS, RECORDS AND PERSONAL INFORMATION

- A. The Company may gather Client information directly from the Client (via completed Application Forms or other means) or from third parties such as credit reference agencies, fraud prevention agencies, and public registers.
- B. Personal information provided by the Client (if a natural person) will be used, stored, processed, and handled by the Company in connection with the Services, in compliance with the General Data Protection Regulation 679/2016, the Protection of Personal Information Act, and all relevant regulations ("Data Protection Laws") currently in force.
- C. Client information held by the Company is treated as confidential and used solely for providing Services and, where consented, for marketing purposes. Information already publicly available or possessed by the Company without confidentiality obligations is not considered confidential.

The Company may disclose client information, including confidential recordings and documents, under the following circumstances:

- As required by applicable law or a competent court.
  - Upon request from jurisdictions overseeing the Company, the Client, or their associates.
  - To relevant authorities investigating or preventing fraud, money laundering, or illegal activities.
  - To execution venues or third parties as necessary to carry out Client Instructions or Orders and for related Service provisions.
  - To credit reference and fraud prevention agencies, financial institutions, and other service providers for purposes such as credit checking, fraud prevention, and client identification.
  - To the Company's professional advisors under confidentiality obligations.
  - To other service providers assisting with database management, record keeping, communication services, or enhancing Service provision.
  - To data reporting service providers.
  - To other service providers for statistical purposes in aggregate form to improve marketing.
  - To market research call centers for improving Company services via telephone or email surveys.
  - When necessary for the Company to defend or exercise its legal rights.
  - Upon Client request or with Client consent.
  - To an Affiliate or nominee of the Company.
  - To a third-party depository or Authorized Organization.
- D. If the Client is an individual, the Company must provide, upon request, a copy of the personal data it holds about the Client.



- E. By entering into this Agreement, the Client consents to the transfer of their personal data outside the European Economic Area in accordance with Data Protection Laws.
- F. Telephone conversations between the Client and the Company may be recorded for security, legal compliance, training, and service quality improvement purposes. Recordings are the Company's property and are conclusive evidence of recorded Orders/Instructions/Requests or conversations.
- G. The Client acknowledges that the Company may contact them directly by telephone, fax, or other means for administering the Agreement.
- H. Under Applicable Regulations, the Company will retain records containing Client personal data, trading information, account opening documents, communications, and related materials for at least five years after termination of the Client Agreement.
- I. The Company employs data security technology, including firewalls and data encryption, to protect Client information. Secure Socket Layer (SSL) encryption technology is used to safeguard transmitted information. The Company's staff ensures the Online Trading System meets industry security standards and employs safeguards like authentication systems and access controls.
- J. Clients acknowledge that Services provided via the Company's Online Trading System involve Internet transmissions and inherent risks. While the Company takes reasonable security precautions, Clients accept potential risks such as unauthorized third-party transmissions, electronic trespassing, and data interception. The Company cannot guarantee complete elimination of these risks and is not liable for breaches resulting from such events.
- K. By entering into this Agreement, the Client consents to the transfer of their personal data outside the European Economic Area in accordance with the Processing of Personal Data Protection Law.

## REVISION OF THE AGREEMENT

Unless stated otherwise elsewhere in this Agreement, the Company reserves the right to modify the terms of the Agreement at any time by providing the Client with at least five Business Days' advance Written Notice before implementing such changes. Any amendments will be effective as of the specified date in the notice. The Client acknowledges that amendments required to comply with changes in laws or regulations may take effect immediately if necessary.

This Agreement, along with any other rules and policies referenced herein or posted on the Company's website, which may be updated or amended periodically, constitutes the entire Agreement between You



and the Company. By accepting this Agreement, you confirm that You have not relied on any representations other than those expressly stated by the Company in this Agreement.

## TERMINATION OF THE AGREEMENT

Either party can end this Agreement by providing the other party with written notice at least five business days in advance. Ending the Agreement won't cancel any obligations already incurred by either party regarding open positions, legal rights, or obligations under the Agreement or any transactions and related deposit/withdrawal operations.

Upon termination of this Agreement:

- All amounts owed by the Client to the Company become immediately due and payable, including but not limited to:
  - ✓ Outstanding costs and any other amounts owed to the Company
  - ✓ Funds necessary to close open positions
  - ✓ Expenses incurred by terminating the Agreement and transferring the Client's investments
  - ✓ Losses and expenses from closing out transactions or settling outstanding obligations
  - ✓ Charges and additional expenses due to the termination
  - ✓ Damages incurred during the arrangement or settlement of obligations
  - ✓ Transfer fees for Client funds
  - ✓ Any other pending Client obligations under the Agreement
  - ✓ Obligations related to completing trading volume

**Upon Termination the Company reserves the right to without prior notice to the Client to:**

- Use Client funds to pay all amounts owed
- Combine and consolidate Client Accounts to offset balances
- Close the Client Account
- Suspend or close open positions or reject orders
- Convert currency

If there is a positive balance in the Client's account upon termination, the Company will, after deducting any amounts considered appropriate for future liabilities, promptly return the balance to the Client. The Company will provide a statement explaining how the balance was calculated and may instruct any Nominee or Custodian to also make applicable payments according to the Client's instructions.

You can request to close your account at any time by emailing the Company's customer support at [info@woofx.pro](mailto:info@woofx.pro). Customer support will assist you in processing your request.



## TERMS OF BREACH

The following events constitute an "Event of Breach":

- The Client engages in scalping as defined in this Agreement.
- The Client fails to provide Initial Margin and/or Hedged Margin, or any other amount due under the Agreement.
- The Client fails to fulfill any obligation to the Company, which failure continues for one (1) Business Day after notice has been given.
- Any representation or warranty made by the Client is or becomes untrue.
- The Client is unable to pay debts as they become due, or the Client becomes bankrupt or insolvent under applicable bankruptcy or insolvency laws.
- If the Client is an individual, the Client dies, is declared absent, or becomes mentally incompetent.
- Any other circumstance where the Company reasonably believes it is necessary or desirable to act as described below.
- The Client engages the Company in any form of fraud or illegal activity.
- An action described in the following paragraph is required by authority or court.
- If the Company suspects the Client is involved in money laundering, terrorist financing, or other criminal activities.

If an Event of Default occurs, the Company may, at its absolute discretion and without prior written notice, take one or more of the following actions:

- I. Terminate this Agreement without notice, which allows the Company to perform any or all actions under the "Termination of the Agreement" section.
- II. Combine any Client Accounts, consolidate the Balances, and set off those Balances.
- III. Close the Client Account.
- IV. Cease to grant the Client access to the Company's Online Trading System.
- V. Convert any currency.



- VI. Set off any amounts held on behalf of the Client against the Client's obligations to the Company and/or merge any Client accounts.
- VII. Suspend, freeze, or close any open positions or reject Orders.
- VIII. Refuse to accept Client Orders.
  - X. Refuse to open new Client Accounts for the Client.

By agreeing to this clause, you authorize us to take any or all measures described herein without prior notice to you. You acknowledge and agree that we shall not be liable for any consequences of taking such actions, unless we have acted with gross negligence. In these circumstances, we shall execute such documents and take such other actions as we may reasonably request to protect our rights under these Terms and Conditions or any other agreements between you and us. Our rights under this clause are in addition to, and not in limitation or exclusion of, any other rights we may have (whether by agreement, operation of law, or otherwise).

## EXCEPTIONAL EVENTS

An Exceptional Event encompasses, but is not limited to, the following circumstances:

- I. Government actions, including war, hostilities, terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international crisis, economic or political instability;
- II. Acts of nature such as earthquakes, tsunamis, hurricanes, typhoons, accidents, storms, floods, fires, epidemics, or other natural disasters;
- III. Labour disputes and lock-outs;
- IV. Suspension of trading on a Market, imposition of price limits, decisions by state authorities, self-regulating organizations, or organized trading platforms;
- V. Financial services moratoriums declared by appropriate authorities or regulations from governmental or supranational bodies;
- VI. Breakdown, failure, or malfunction of electronic, network, and communication lines (not attributable to the company's bad faith or wilful default);
- VII. Any event, act, or circumstances beyond the Company's reasonable control preventing it from taking reasonable actions to remedy the default;
- VIII. Suspension, liquidation, or closure of any market, or failure of any related event, imposition of limits or special terms on trading in any market or event.

If the Company, in its reasonable judgment, identifies a Force Majeure Event (without affecting other rights under the Agreement), it may take the following actions without prior notice:

- Adjust Margin requirements;
- Close out Open Positions at prices deemed appropriate by the Company in good faith;



- Suspend or modify application of terms of the Agreement if compliance becomes impossible or impractical due to the Force Majeure Event;
- Take or refrain from taking other actions deemed reasonably appropriate considering the Company's and clients' positions;
- Adjust Spreads;
- Decrease Leverage.

In the event of a Force Majeure Event or its imminent occurrence, the Company may take necessary or appropriate actions, without prejudice to other rights under the Agreement, considering the Client's interests. Neither the Company nor its directors, officers, employees, agents, or advisers shall be liable for any failure, hindrance, or delay in performing obligations under the Agreement, or for actions taken or omitted under this provision. Except as expressly provided in the Agreement, the Company shall not be liable for any loss or damage arising from failure, interruption, or delay in performing obligations under the Agreement due to a Force Majeure event.

## RESTRICTIONS ON LIABILITY AND COMPENSATION

If the Company provides the Client with information, recommendations, news, market commentary, or research (including newsletters on its website or via subscription), the Company shall not be liable for any losses, costs, expenses, or damages suffered by the Client due to inaccuracies or mistakes in such information, unless caused by fraud, wilful default, or gross negligence. Despite any inaccuracies or mistakes, any transactions conducted thereafter shall remain valid and binding on both the Company and the Client, except where the Agreement allows the Company to void or close a transaction under specific circumstances.

The Company, its directors, officers, shareholders, partners, members, employees, agents, service providers, legal representatives, and affiliates shall not be held liable for any loss, damage, expense, or loss incurred by the Client, including but not limited to:

- Availability, currency, accuracy, or completeness of our Online Trading System
- Errors or failures in the operation of the Company's Online Trading System
- Delays caused by the Client's terminal
- Transactions executed via the Client's terminal
- Company's failure to perform obligations due to Force Majeure or other causes beyond its control
- Acts, omissions, or negligence of third parties
- Unauthorized access to the Client's Access Data before reporting misuse to the Company
- Orders executed using the Client's Access Data
- Unauthorized access to information during transmission between parties using electronic means
- Delays in order transmission





- Currency risks
- Slippage
- Risks associated with CFD trading
- Changes in tax rates
- Actions or representations of the Introducer
- Reliance on Trailing Stop and/or Expert Adviser by the Client
- Reliance on Stop Loss or Stop Limit Orders by the Client

The Client is responsible for indemnifying the Company against any claims, damages, liabilities, costs, or expenses arising from the execution of the Agreement or provision of Services, including any Orders. Under no circumstances shall the Company be liable to the Client for consequential, special, or indirect losses, damages, loss of profits, loss of opportunity (including due to subsequent market movements), costs, or expenses related to the Agreement.

## COMPENSATION

By using our Online Trading System, you agree to indemnify and hold us harmless against any claims, losses, liabilities, costs, and expenses arising from:

- Any violation of these Terms and Conditions, including negligent or wrongful conduct, by you or anyone accessing or using our Online Trading System.
- Errors in instructions provided by an authorized person.
- Acting on instructions that are, or appear to be, from an authorized person.

You agree to promptly settle any debit balances on your accounts with us, including reasonable attorneys' fees, taxes, and other charges that may arise in connection with your accounts, transactions, contracts, or any misrepresentation or violation of your obligations under this Agreement.

You are responsible for all orders placed through our Online Trading System on your behalf, and you are fully liable to us for the settlement of any resulting transactions or contracts.

## ASSERTIONS AND GUARANTEES

The Client confirms and assures the Company of the following:

- All information provided by the Client in the Application Form and subsequently is accurate, truthful, and complete, and all documents provided are valid and genuine.



- The Client has thoroughly read and comprehended the terms of the Agreement, including all incorporated information and documents.
- The Client is duly authorized to enter into the Agreement, issue Orders, Instructions, and Requests, and fulfill obligations under it.
- The Client acts independently as a principal and not as an agent, representative, trustee, or custodian for any other entity, unless expressly authorized in writing by the Company with all necessary documents provided.
- If the Client is a company, the person completing the Application Form on behalf of the Client is duly authorized to do so.
- All actions conducted under the Agreement will comply with applicable laws, rules, and agreements governing the Client's jurisdiction and obligations related to the Client's assets or funds.
- The Client's funds do not originate from illegal activities and are not intended for or linked to terrorist financing.
- The Client's funds are clear of any liens, charges, pledges, or other encumbrances.
- All documents submitted by the Client are valid and genuine.
- The Client has selected the specific type of service and Financial Instrument based on their overall financial situation, which they consider appropriate under the circumstances.
- The Client has disclosed in the Application Form if they are a Politically Exposed Person and will inform the Company promptly if they attain this status during the Agreement.
- There are no limitations on the markets or Financial Instruments where transactions will be executed based on the Client's nationality or religion.

## CLIENT RECOGNITION OF RISK AND CONSENT

The Client acknowledges and agrees without reservation that:

- Trading in CFDs may not be suitable for all individuals, and the Client faces significant risks of financial losses and damages from trading in CFDs. The Client declares willingness to accept this



risk, which may include the loss of all invested funds, as well as additional commissions and expenses.

- CFDs involve substantial risk. The leverage available in CFDs means that a small initial deposit can lead to substantial losses or gains. Small price movements can result in significant changes in the Client's investment value, which can work both in favor and against the Client. CFD transactions carry contingent liabilities, and the Client should understand the implications, particularly regarding margin requirements.
- Trading on the Company's Online Trading System carries inherent risks.
- The Client acknowledges and agrees that they do not have rights to ownership or delivery of the Underlying Asset of the CFD, or any interest therein.
- No interest will accrue on funds held in the Client Account by the Company.
- When trading CFDs, the Client is speculating on the price movement of an Underlying Asset, which occurs Over-The-Counter (OTC) and not on a Regulated Market as defined by the Company.
- If there is no activity in the client's account for a month, a penalty of \$10 in the client's account base currency will apply.
- Accounts that have no activity (logins, trading, withdrawals, deposits, internal transfers) for ninety (90) calendar days will be deemed dormant. All remaining bonuses or promotional credits will be automatically applied or removed from dormant accounts.
- The Client is not permitted to use Expert Advisors on a Cent Account.
- The Client may not open more than 100 positions simultaneously on a Cent Account.

The Client agrees to receive information regarding this Agreement (including all referenced documents) through the Site.

The Client confirms regular internet access and consents to the Company providing information, including updates to terms and conditions, costs, fees, agreements, policies, and information about investment risks by posting such information on the Site. If such posting is not feasible, the provision will be deemed excluded from this Agreement, and the remainder of the Agreement will be interpreted and enforced as if the provision were never included. The legality or enforceability of the remaining provisions will not be affected.



## INACTION REGARDING RIGHTS

The Company not pursuing remedies for violations, or not demanding strict adherence to any condition or provision in this Agreement, or not exercising any part of its rights or remedies under this Agreement, does not imply a waiver of those rights or remedies.

## DESIGNATION

The Company has the right to transfer, assign, or delegate any of its rights, benefits, or obligations under this Agreement, provided that prior notification is given to the Client. The Client cannot transfer, assign, charge, delegate, or otherwise dispose of its rights or obligations under the Agreement without the prior written consent of the Company.

## REFERRER

When a Client is introduced to the Company through an Introducer, the Client acknowledges that the Company is not responsible or liable for the Introducer's conduct, representations, or inducements. The Company is not bound by any separate agreements between the Client and the Introducer. The Client acknowledges that their agreement or relationship with the Introducer may result in additional costs, as the Company may be required to pay commission fees or charges to the Introducer.

The Company reserves the right to close any trading account and terminate its relationship with the Client if it detects abusive behaviour aimed at increasing commissions for the Introducer. WooFX will void any commissions generated from such abusive behaviour and close all related trading and WooFX accounts of both Clients and Introducers, terminating their relationships.

## AUTHORIZATION FROM A THIRD PARTY

The Client may appoint a third party to place Instructions and/or Orders with the Company or handle other matters concerning the Client Account or this Agreement, provided that the Client informs the Company in writing of this decision and the designated person meets all Company requirements.



Unless the Client provides written notice to the Company to revoke this authorization, the Company will continue to accept Instructions and/or Orders, or other instructions related to the Client Account, from the appointed person on behalf of the Client. The Client agrees to consider such actions as valid and binding. Notification to terminate the authorization of a third party must be submitted to the Company at least 5 days before the intended termination date.

## TRADING WITH CFD'S

Throughout this Agreement, the Company will handle individual CFD Transactions by receiving and executing Client Orders.

Clients may place Orders through the Company Online Trading System, their personal computer connected to the internet, or via phone using Access Data.

The Company is authorized to act upon any Order submitted using Client Access Data without further inquiry, and such Orders will bind the Client.

Orders given by the Client will be executed strictly according to their terms. The Company assumes no responsibility for verifying the accuracy of any Order. Every Order submitted to the Company is an irreversible instruction to proceed with the Transaction on behalf of the Client.

Orders can be placed, executed, and, if permitted, modified or canceled within the trading hours from 00:00 Sunday to 23:59 Friday Eastern European Time (EET). Unexecuted Orders remain active for the next trading session, as applicable. Spot positions are rolled over to the next business day at the close of the relevant Underlying Market, subject to the Company's right to close such positions. Forward positions are rolled over at the expiration into the next relevant period, subject to the Company's right to close them.

The Company may, at its discretion, execute the Client's Orders for any CFD outside normal trading hours. Orders are valid according to their type and specified time. If the validity period is unspecified, the Order remains valid indefinitely. However, the Company may delete one or all pending orders if the Client Account Equity reaches zero.

Arbitrage trading techniques are prohibited. Using the same IP address for trading by different clients is strictly forbidden.

Trading on behalf of another client is strictly prohibited. The Company reserves the right to close any account that shares the same Client Identification (CID) or IP address for trading. To trade on behalf of another client, one must possess a regulatory license.



## EXPIRY TRANSACTIONS AND ROLLOVER

CFDs are tied to the market price of a particular underlying asset, which can include future contract prices. For certain instruments on our platform that are based on futures contracts, we reserve the right to establish an expiry date and time at our discretion. Details regarding the expiration date of each instrument are accessible on the website. Failure to close an open transaction before its expiry date will result in debiting or crediting of the client's trading account, based on the position type. The specified date and time are indicated on our website and/or trading platform.

## CORPORATE MEASURES REGARDING CFDS ON SHARES/INDICES

When trading CFDs on Shares and Indices, please be aware that the Company reserves the right to adjust positions to reflect Corporate Actions of the underlying assets. These actions may include, but are not limited to, Splits / Reverse Splits, Dividend Payments, Rights Issues, Mergers, or Acquisitions.

It is important for clients to understand and monitor upcoming corporate events that could impact the underlying securities. The Company may apply costs associated with these corporate actions, depending on the direction (Buy/Sell) of clients' positions, without prior notice.

Regarding dividend adjustments, clients must hold open trades at the close of the trading session on the Business Day before the ex-dividend date to be eligible for adjustments to their accounts.

## SLIPPAGE

You are advised that slippage may occur when trading financial instruments. Slippage happens when, at the moment an order is placed for execution, the specific price displayed to the client may not be available. Consequently, the order will be executed near or several pips away from the client's requested price. Slippage represents the difference between the expected price of an order and the actual price at which it is executed. If the execution price is more favourable than the client's requested price, it is termed positive slippage. Conversely, if the execution price is less favourable, it is termed negative slippage. Slippage is a normal occurrence in financial trading and often arises during periods of low liquidity or heightened volatility, such as during news releases, economic events, market openings, and other factors, making it impossible to execute an order at a specific price. Therefore, your orders may not be executed at the prices you specify.



Slippage can occur in all types of accounts we offer, including during the execution of stop loss orders, limit orders, and other order types. We do not guarantee that pending orders will be executed at the specified price. Limit orders may be executed at the requested price or a better price, while stop orders may be executed at a worse, requested, or better price. The resulting slippage is always subject to prevailing market conditions at the time of execution, and the company does not have control over the executed price.

## MARGIN SPECIFICATIONS

The Client must provide and maintain Initial Margin and/or Hedged Margin within limits determined solely by the Company, as specified in the Contract Specifications for each type of CFD. It is the Client's responsibility to understand the calculation of Margin. Unless a Force Majeure Event occurs, the Company reserves the right to impose new Margin requirements on both new and existing positions.

The Company may adjust Margin requirements without prior notice to the Client in the event of a Force Majeure Event. In such cases, the Company may apply new Margin requirements to new and existing positions.

If the Equity at any time falls below a specified percentage (as detailed in the Contract Specifications) of the Necessary Margin, the Company reserves the right to close any or all of the Client's Open Positions without prior consent or written notice. To assess compliance with this provision, any sums not denominated in the Currency of the Client Account will be converted using the relevant spot exchange rate.

The Client must promptly notify the Company if unable to meet a Margin payment when due. While the Company may issue Margin Calls, it is not obligated to do so. Failure to meet a Margin Call grants the Company the right to partially or fully close the Client's Open positions. Margin payments must be made in monetary funds in the Currency of the Client Account; non-monetary Margin is not acceptable.

The Client agrees not to create any security interest over, nor assign or transfer, any of the Margin transferred to the Company.

## CLIENT FUNDS AND ACCOUNT

Unless otherwise agreed with the Client in writing and permitted by applicable regulations, the Company will handle any funds held in the Client Account in accordance with those regulations. This ensures that client funds are separated from the Company's own funds and cannot be used for its operational activities. Upon receiving client funds, the Company will promptly deposit them into one or more segregated client accounts. The Company will not provide the Client with profits or interest earned on client funds, except



for profits generated from trading transactions within the Client Account under this Agreement. The Client waives any right to interest on these funds.

The Company may place client funds in overnight deposits and retain any interest accrued. Client funds and funds from other clients may be held in the same bank account (omnibus account).

Client funds may also be deposited with a third party, which may have a security interest, lien, or right of set-off related to those funds, or for collateral/margin purposes.

When client funds are passed to a third party, they may be held in an omnibus account, making it difficult to distinguish them from the third party's or other clients' funds. In the event of the third party's insolvency or similar proceedings, the Company may have an unsecured claim on behalf of the Client, posing a risk that the funds received may be insufficient to cover the Client's claims. The Company bears no liability for resulting losses.

Profit or loss from CFD trading is credited to/withdrawn from the Client Account upon closure of the transaction. If the Client Account balance falls below the minimum initial deposit requirement of 100 US Dollars or an equivalent amount in another currency (as determined by the Company in its Terms and Conditions), the Company reserves the right to close the Client Account, notify the Client accordingly, and charge any applicable bank or related fees. Additionally, if the Client Account remains inactive for 90 days or more, the Company reserves the right to impose an account maintenance or dormant fee, as specified in its Terms and Conditions and depending on the currency of the Client Account, to keep the account active, along with any related bank charges.

## LIEN

The Company possesses a broad right to retain all Client funds held by the Company, its Associates, or its nominees on behalf of the Client until the Client's obligations are fulfilled.

## CLEARING AND ADJUSTMENT

1. If the total amount payable by the Client equals the total amount payable by the Company, the Company may decide that both parties' obligations to make payments cancel each other out through set-off.
2. If the total amount payable by one party exceeds that payable by the other party, the party owing more shall pay the excess to the other party. This payment will automatically fulfill and discharge all payment obligations.
3. The Company reserves the right to consolidate all Client Accounts held in the Client's name, merging the balances in these accounts and applying set-off as necessary. Additionally, the Company may,





at its discretion and without prior authorization, set-off any amounts it holds on behalf of the Client against the Client's obligations to the Company, and merge any of the Client's accounts held with the Company.

## RECONCILIATIONS

The company will regularly compare its records and client funds with the records and accounts of funds held in segregated client account(s). Any necessary transfers to or from the segregated client account(s) will be completed by the end of the business day following the reconciliation.

## DEPOSITS AND WITHDRAWALS

### 1. Deposits into Client Account:

- ✓ The Client can deposit funds into their account at any time using bank transfer, Swift, E-wallet, debit/credit card, or any other accepted electronic transfer method.
- ✓ The Company will credit the Client Account within one Business Day after the amount clears in the Company's bank account, net of any transfer fees charged by institutions or intermediaries.

### 2. Acceptance of Funds:

- ✓ The Company does not accept third-party or anonymous payments into the Client Account.
- ✓ Funds will only be deposited if the Company confirms the sender as the Client or their authorized representative; otherwise, the Company reserves the right to reject and return the funds, deducting applicable transfer fees.

### 3. Withdrawals:

- ✓ Clients may withdraw unused funds for margin covering without closing their account.
- ✓ Withdrawal requests must be made via the Company's Online Trading System.
- ✓ Withdrawals will be processed using the same method and by the same remitter as the original deposit, with any applicable fees deducted by the Company.

### 4. Withdrawal Processing:

- ✓ The Company aims to process withdrawal requests within two Business Days if certain conditions are met, including sufficient Free Margin in the Client's account to cover the requested amount and charges.
- ✓ Withdrawals are only made to the Client and not to any third-party or anonymous accounts. Additional documentation may be requested by the Company to verify the legitimacy of the request.



**5. Payment Charges:**

- ✓ All payment and transfer charges are the responsibility of the Client and will be debited from the Client Account.

**6. Refunds and Fees:**

- ✓ Refunds will match the amount deposited by card. Larger withdrawal amounts may require bank transfer processing, completed within 1-5 working days.

**7. Fees:**

- ✓ The Company does not charge fees for client deposits or withdrawals, except for wire transfers where transferring bank(s) may charge fees.

## MOVING FUNDS BETWEEN CLIENT ACCOUNTS

If clients wish to transfer funds between their accounts, they must complete and submit a signed instruction form to the company's back office department to request the transaction.

The company reserves the right to reject such requests at its discretion, particularly if the Compliance officer has concerns about the legality of the transaction.

## SYSTEM FUNCTIONALITY

The System refers to a trading platform comprising trading interfaces and/or applications designed for electronic trading transactions and associated functionalities ("the System"). It facilitates access from various devices such as computers, operating systems, browsers, tablets, and mobile devices to a trading platform owned by a third party or the COMPANY (collectively referred to as "COMPANY"), specifically for electronic trading transactions.

## CLIENT ABUSIVE BEHAVIOR

The Company may terminate its relationship with a client and close their trading account(s) if the Risk Management department determines that the client has engaged in abusive or unfair trading behavior of any kind.



Upon identifying such behavior, the Company reserves the right to request the client to close any open positions or to proceed with closing any open trades at the day's last price, if the client fails to act upon notification.

If the client attempts to exploit system/technology errors, third-party provider errors, or any technical/configuration errors that the Company encounters for riskless profit, any profits generated may be cancelled or reversed. Additionally, if such trading is deemed abusive, the Company reserves the right to close the client's account.

In cases where abusive behavior is detected in a client's trading account, the Company, at its discretion, may:

- Make necessary adjustments or corrections to the affected accounts (including, but not limited to, spread adjustments).
- Cancel or deduct any profits resulting from the abusive behavior, including historical profits.
- Terminate its relationship with the client and/or the introducer.
- Close the client's account and prohibit them from opening future accounts.
- Notify third parties.

## AUTHORITIES AND POWERS OF THE COMPANY

The Company will take reasonable steps to prevent any disruptions in the Site's operation. However, in the event of a technical failure or any other error in the Site's systems, the Company may cancel Your participation in affected Services. In such cases, the Company's liability will be limited to refunding the participation fee You paid for those Services, credited back to Your Account.

The Company reserves the right to cancel, terminate, modify, or suspend Services if circumstances prevent them from proceeding as planned, such as computer viruses, bugs, tampering, fraud, or technical failures beyond the Company's control. If errors result in incorrect payouts or increased payouts to You, You are not entitled to retain those payouts. You must promptly report such errors to the Company and repay any erroneously credited payouts as directed. Alternatively, the Company may deduct these amounts from Your Account or offset them against any amounts owed to You.

The Company also reserves the right to limit, refuse, or cancel any trades made through Your Account, particularly in cases of suspected fraud or bad faith toward the Company or third parties. In such instances, You will only receive a refund of the participation fee paid for the affected trade, credited back to Your Account. The Company may, at its discretion, amend, modify, or discontinue Services, bonuses, promotions, or introduce new ones, without liability for any resulting losses to You.



If the Company encounters system, technology, or third-party errors that result in riskless profit for You, any such profit will be cancelled or reversed. The Company may also close Your account in such circumstances.

## RESERVATIONS CONCERNING OUR RESPONSIBILITY

We are not liable for any errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication line failures, theft, destruction, unauthorized access, or alteration of data or information, nor for any resulting direct or indirect losses. We also disclaim responsibility for any problems or technical malfunctions of networks, Wi-Fi, Bluetooth, computers, systems, servers, providers, or computer equipment, or for software failures including email due to technical issues or internet traffic congestion on any website, mobile site, or application. We do not accept responsibility or liability for errors, bugs, or viruses affecting the Services, your account, or causing damage to your hardware, software, or data.

Under no circumstances shall we be liable for direct, indirect, incidental, special, or consequential damages, including loss of profits, revenue, data, or use incurred by you or any third party, whether arising from contract or tort, related to access to or use of the Site, the Services, or otherwise, even if we were informed of the possibility of such damages and losses.

We do not guarantee the suitability, reliability, availability, timeliness, or accuracy of information, software, products, and Services offered on the Site for any purpose. All information, software, products, and Services are provided "as is" without warranty of any kind. We specifically disclaim all warranties, whether express or implied, regarding information, software, products, and Services offered on the Site. We bear no liability for any damage or loss resulting from reliance on the information or any other content on the Site, and we encourage verification of all information published on the Site.

We are not responsible or liable for actions or omissions of internet service providers or any third parties providing access to the Site or Services.

Your use of the Site and Service is at your own risk, and we are not liable for any damage or loss you may incur due to modifications, enhancements, termination, suspension, or discontinuation of the Site or any Services, or due to your use or reliance on content from any linked Site, mobile site, or application.

You agree to indemnify and hold us harmless from all direct and indirect claims, liabilities, damages, losses, costs, and expenses arising from your breach of this Agreement or your use of the Site or Services. We have no obligation to assess whether the Services are appropriate for use in your jurisdiction or to evaluate your knowledge and experience regarding the risks associated with using the Services. All risks associated with using the Site and Services are solely your responsibility.

The Site, Services, Site content, and associated software are provided "as is." We make no warranty or representation, express or implied, including but not limited to implied warranties of merchantability,



satisfactory quality, fitness for a particular purpose, completeness, accuracy, non-infringement of third-party rights, or compliance with applicable laws and regulations regarding the Site, Services, Site content, and associated software. We do not warrant that the Site, Services, Site content, and associated software will be uninterrupted, timely, secure, or error-free, that defects will be corrected, or that they are free from viruses or bugs, or as to the accuracy of any information obtained through the Site or Services.

You acknowledge that the Platform may not operate error-free. There is no warranty that the functions within the Platform will meet your requirements or that Platform operation will be uninterrupted or error-free. Additionally, there is no warranty or condition of title, quiet enjoyment, quiet possession, correspondence to description, or non-infringement regarding the Platform. You accept all risks and responsibility for the quality and performance of the Platform and its use over the internet. The Platform and its use through an internet connection are provided "as is" and "as available" with all faults, and all warranties and conditions, whether express, implied, or statutory, are disclaimed.

In no event shall the Company be liable for any direct, indirect, incidental, punitive, or consequential damages, including but not limited to damages for loss of profits, confidential or other information, business interruption, personal injury, loss of privacy, failure to meet duties (including good faith or reasonable care), negligence, or any other pecuniary or other loss arising under or in connection with these terms, even if the Company is at fault, negligent, strictly liable, in breach of contract, or breach of warranty, and even if the Company has been advised of the possibility of such damages. In no event shall the Company or its directors, officers, employees, contractors, or agents be liable for lost profits, lost sales, lost business, lost opportunities, lost information or data, wasted time, or any indirect, special, incidental, punitive, or consequential damages, whether foreseeable or unforeseeable, and regardless of whether the Company was aware of the possibility of such damages, arising out of or in connection with the Platform or its use or inability to use.

Any liability under this Agreement will be limited to the revenues generated. In no event shall our liability exceed the total amount of revenues generated by the client in the six months preceding the event giving rise to the claim, even if we were aware of the possibility of such damages, and even if the limited remedies provided herein fail of their essential purpose.

## INTELLECTUAL PROPERTY

All rights, including intellectual property rights (such as patents, copyright, trademarks, service marks, logos, trade names, know-how, or any other intellectual property right) related to the Site, its content (including programs, files, video, audio, pictures, graphics, text, and software), and/or Services (collectively referred to as the "Rights"), are and will remain the exclusive property of the Company, its related companies, or Group Companies. You may not use any of the Rights without the express prior written approval of the Company, except as permitted under this Agreement. By using the Services, you do not acquire any rights in the Rights.



Specifically, you are strictly prohibited from:

- Copying, redistributing, publishing, reverse engineering, decompiling, disassembling, modifying, translating, or attempting to access the source code of the Services and/or the Site to create derivative works of the source code.
- Selling, assigning, licensing, sublicensing, transferring, or distributing the Services.
- Making the Services and/or the Site available to any third party.

Additionally, the System is protected by copyright laws, international copyright treaties, and other intellectual property laws and treaties. The System is licensed under a revocable, non-exclusive, non-transferable, and non-sublicensable license strictly for use in accordance with these terms, including warranty disclaimers and limitations of liability.

All ownership, title, and intellectual property rights in and to the System (including any images, photographs, animations, video, audio, music, text, and applets incorporated into the System) are owned by the COMPANY. You may not modify the System or any copyright or trademark included in the System. You may not sell, rent, lease, or lend the System. Copying, reverse engineering, decompiling, or disassembling the System is prohibited. The System is licensed as a single product, and its component parts may not be separated. Failure to comply with these terms or violations may result in suspension or deactivation of your use of the System, with or without notice.

## FEEDBACK TO WooFX

By submitting ideas, content, suggestions, documents, and/or proposals ("Contributions") to WooFX through our contact or feedback webpages, you acknowledge and agree to the following terms:

- Your Contributions do not contain confidential or proprietary information.
- WooFX is not obligated to treat your Contributions as confidential, whether expressed or implied.
- WooFX has the right to use or disclose your Contributions for any purpose, in any manner, and in any media worldwide, at its discretion.
- WooFX may already have similar ideas or materials under consideration or in development.
- Your Contributions automatically become the property of WooFX, without any obligation on its part to you.
- You are not entitled to any compensation or reimbursement from WooFX under any circumstances.



## INSTRUCTIONS, ORDERS, AND FRAMEWORK OF DEALINGS

### EXECUTION OF ORDERS

- a. You may initiate an Order using the Company's trading platform. Once we receive your instructions or Orders, they cannot be cancelled without our written consent, which we may grant at our sole discretion.
- b. When you place a market request at the prices displayed on your terminal/platform, the execution process begins. Due to market volatility and internet connectivity between your terminal and our servers, the prices requested and current market prices may change during this process.
- c. You have the right to authorize a third party (representative) via Power of Attorney to act on your behalf in all dealings with us. The Power of Attorney must be submitted to the Company along with all identification documents of the representative. Unless specified otherwise, the Power of Attorney remains valid until you terminate it in writing.
- d. The Company makes reasonable efforts to promptly execute all orders. However, we do not guarantee the execution of orders or that execution will occur according to your instructions. If the Company encounters significant difficulties in executing an order on your behalf, such as market closure or illiquidity, we will promptly notify you.
- e. Orders can only be placed, executed, modified, or cancelled during trading hours and will remain effective for the next trading session. Your Order will be valid according to its specified type and duration. If no duration is specified, the Order will be valid indefinitely.
- f. The Company records telephone conversations (unless required by regulations) to ensure accurate recording of transaction terms, client orders, and other pertinent transaction information. These recordings are Company property and serve as evidence of your orders or instructions.
- g. Unless otherwise specified, the Company may impose limits on the number and total value of transactions you can conduct in a day. Certain markets restrict the types of orders that can be directly transmitted to their electronic trading systems, known as synthetic orders, dependent on accurate and timely price quotes from relevant markets or data providers.
- h. By using our services, you acknowledge that failure to provide accurate, complete, or timely information and documentation for identity verification may result in transaction restrictions, service access blocks (including closure of all open positions), or account termination. Any applicable charges may be deducted from your Trading Account(s) immediately.



## EXECUTION

The company endeavors to achieve optimal outcomes for its clients by taking all necessary measures. Our Order Execution Policy outlines the general process of executing orders and considers various factors influencing the execution of financial instruments. By acknowledging and understanding the "Order Execution Policy," which was provided to you during registration and is available on our website, you accept its terms.

## PRICES AND OPEN POSITIONS

The Company will supply you with price quotations (bid and offer prices) for financial instruments available through our Trading Platforms or Dealing Department, as agreed. Each price quote can be utilized for executing Client Transactions up to a specified maximum leverage amount determined by us. You acknowledge that the prices and maximum leverage offered by the Company may vary among Financial Instruments and that leverage terms may be adjusted or revoked by us at any time. We are limited to executing transactions in financial instruments offered via our Online Trading Platform, based on the quoted prices or those communicated upon request.

## LEVERAGE POLICY

The Company will furnish you with price quotations (bid and offer prices) for financial instruments available through our Trading Platforms or our Dealing Department as agreed. Each quotation is intended for facilitating the Client's transactions or contracts, limited to a maximum leverage amount determined by us. You understand that the Company's prices and maximum leverage may differ from those offered to other clients and are subject to adjustment or withdrawal at our discretion.

We are authorized to execute transactions or contracts for financial instruments exclusively through our Online Trading Platform, based on the prices quoted on our website or communicated to you upon request.

## PRICING

Regarding any transactions, the Company will provide prices at which it is willing to engage with you and reserves the right to:





- Close out a transaction, or
- Have a transaction close automatically.

It is your responsibility to decide whether you wish to proceed with the quoted price. Our pricing is determined by the Company according to the terms provided.

Each price remains valid and can be used in an instruction until its expiration time or until the Company withdraws it. Once expired or withdrawn, a price cannot be used in an instruction. Each price is applicable for transactions up to a maximum amount set by the Company, subject to change at our discretion.

You acknowledge that these prices and maximum amounts may differ from those offered to other clients and are subject to withdrawal or modification without prior notice. The Company may, at its sole discretion and without prior notice, discontinue providing prices for certain currency pairs or value dates.

When the Company quotes a price, market conditions may change between the quote and the execution of your order, which could work in your favor or against it. Prices quoted or traded by other market makers or third parties do not apply to transactions between you and the Company. During times of high volatility (e.g., major news releases, central bank announcements) or low market liquidity, your orders may be executed at the next available prices rather than at the initially quoted prices.

## GUIDANCE AND DETAILS

We do not offer advice regarding your use of the Site and/or the Services or any resulting consequences. You are solely responsible for conducting your own assessment and investigations into the risks associated with using the Site and/or Services. You confirm that you possess adequate knowledge and experience to independently evaluate the advantages and risks of using the Site and/or Services.

Any commentary, marketing materials, or related information provided by the Company is incidental to our relationship with you, offered solely for informational purposes, and intended to assist you in making your own investment decisions. However, since this information is provided for informational purposes only, we cannot guarantee its accuracy. We shall not be held liable for any losses, costs, expenses, or damages resulting from inaccuracies or errors in any information provided to you.

We do not assume responsibility for any consequences resulting from your reliance on such commentary, marketing materials, or related information.

You also agree not to use any public or private electronic or other messaging feature, or any communication feature of our online trading facility, for any purpose that is unlawful, tortious, abusive, invasive of another's privacy, harassing, defamatory, libelous, embarrassing, obscene, threatening, or hateful.



## BONUS PROCEDURES

WooFX provides bonuses, promotions, and benefits, each governed by specific terms and conditions detailed for each scheme. Clients can refer to these terms and conditions for comprehensive information. In the event of any suspicion of wrongdoing or deception by WooFX, the company reserves the right to cancel bonuses, promotions, or benefits already provided or intended for a specified trading account. The decision to offer a bonus to a potential client is solely at WooFX's discretion and is final.

Upon acceptance and receipt of a bonus, clients agree to abide by the terms and conditions. Once a bonus is credited to the client's account, it cannot be revoked or withdrawn under any circumstances.