

Terms of Use and Conditions

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1. Introduction

1.1. This Terms of Use and Conditions (“Agreement”) is entered into between Ebinex LLC (“Company”), registered under number 3195 LLC 2023, with registered office at Euro House, Richmond Hill Road, Kingstown, St. Vincent and the Grenadines, and the user (“Client”) of the website <https://ebinex.com/> (“Website”). This Agreement governs the relationship between the Company and the Client, establishing the conditions for the use of the Website and the services offered.

1.2. By accessing and using the Website, the Client irrevocably agrees to all terms, conditions and information set forth therein, including, but not limited to, the Privacy Policy, Payments Policy, Withdrawal Policy, Code of Conduct, Order Execution Policy and Anti-Money Laundering Policy. The Client’s acceptance of this Agreement occurs upon registering an Account on the Website and depositing funds, subject to the Company’s final approval.

1.3. The Customer confirms that he/she has read, understood and accepted all the information, conditions and terms set out on the Website, which may be reviewed and examined by the public and which include important legal information.

1.4. The terms of this Agreement, as well as the documentation and information available on the Website, shall be deemed to be unconditionally accepted by the Client from the moment the Company receives an advance payment made by the Client. All transactions carried out on the Trading Platform shall be subject to these terms.

1.5. The Client acknowledges that all operations, activities, transactions, orders and communications carried out through the Trading Platform, including those carried out through the Account and the Website, shall be governed by the terms and conditions of this Agreement and the documentation and information published on the Website.

1.6. By accepting this Agreement, the Client agrees to receive information, including notifications of changes to this Agreement, either by email or through the Website, as established by the Company.

2. Legal Notice and Access Restriction

2.1. Ebinex does not carry out public offerings or brokerage of securities transactions, in accordance with applicable regulations. By accessing the Ebinex website, the Client declares to be aware of and agree to the conditions presented herein. Financial transactions carried out through Ebinex involve risks, and it is the Client's responsibility to assess whether these risks are appropriate to his/her profile.

3. Terminology

3.1. Account — Refers to a unique and personalized account registered in the Client's name, which contains all transactions and operations carried out by the Client on the Company's Trading Platform.

3.2. Ask — The highest price in a quote. It is the price at which the Customer can buy.

3.3. Bid — The lowest price in a quote. It is the price at which the Customer can sell.

3.4. Binary Options/All or Nothing Options/Turbo Options — Financial instruments in which the Client makes a prediction about the direction of the price movement of an asset in a specific period. The payout is predetermined as a fixed amount, whether the option expires “in the money” or “out of the money”.

3.5. CFD (Contract for Differences) — A negotiable contract between the Client and the Company, where the parties exchange the difference in the value of a financial instrument, as specified on the Trading Platform at the time of opening a transaction, and the value of that instrument at the end of the contract.

3.6. Digital Options Contract — A type of derivative financial instrument in which the Client receives compensation if he or she correctly predicts the price movement of the underlying asset at the time of option termination. The prediction may be that the value of the underlying asset will rise or fall in relation to the strike price at the time of expiration. If the option expires at the selected strike price, it will be considered an “out of the money” expiration and will result in the loss of the invested amount.

3.7. Execution — The execution of Client orders by the Company, acting as counterparty, in accordance with the terms of this Agreement.

3.8. Financial Instruments — Refers to the financial instruments available on the Trading Platform as described in section 3.4.

3.9. KYC Documents — Documents that must be provided by the Client for identity verification purposes, including (but not limited to) a copy of a passport or identity document and a utility bill (water, electricity, gas, telephone) in the case of a natural person. For legal entities, this includes certificates showing management and ownership up to the final beneficiary, as well as any other documents that the Company may request at its discretion.

3.10. Market — The market where the Financial Instruments are listed and/or traded, whether this market is organized/regulated or not.

3.11. Market Maker — A company that provides “Bid” and “Ask” prices for financial instruments, acting as a market maker.

3.12. Operations — Actions performed on the Client's Account in response to an order placed by the Client, related to, without limitation, crediting funds, returning funds, opening and closing transactions/trading positions, and/or related to financial instruments.

3.13. Prices — Prices offered to the Client for each transaction, which may be changed without prior notice. Where applicable, the “Prices” provided through the Trading Platform include Margin (see definition below).

3.14. Services — Refers to the services described in Section 3 of this Agreement, provided through the Trading Platform.

3.15. Spread — The difference between the “Ask” purchase price and the “Bid” sale price at a given time. For the purposes of this Agreement, the Spread is predefined for commission purposes.

3.16. Trading Platform — An electronic Internet-based system, which encompasses all programs and technologies that present real-time quotes, allow placing, modifying and deleting orders, and calculate all mutual obligations between the Client and the Company.

3.17. Introducing Broker — Any natural or legal person who refers Clients to Ebinex LLC under an Introducing Broker Agreement and who has successfully opened an Introducing Broker Account as defined in said agreement.

4. General Provisions

4.1. This Agreement is considered an invitation to negotiate and does not constitute a public offer. It is an invitation to an indefinite number of persons to make proposals, without this creating any immediate legal or contractual obligations for the Company, except when expressly accepted and confirmed by the Company.

4.2. The Company reserves the right, at its sole discretion and without the need to provide justification, to refuse to conclude this Agreement with any person. The Company may also, unilaterally and without the obligation to provide a justification, terminate the Agreement and block the Client's access to the Trading Platform, as it deems necessary to protect its interests.

4.3. The Company may, at its sole discretion, unilaterally modify, alter or edit the terms of this Agreement, its appendices, and/or any material published on the Company's website and its subdomains, at any time and without prior notice to the Customer. Such modifications shall come into effect immediately upon their publication on the website.

4.4. The annexes and additional documents (hereinafter referred to as “Appendices”) constitute an integral part of this Agreement, including, but not limited to:

4.4.1. Regulation of Trading Operations;

4.4.2. Regulation of Non-Commercial Operations, including KYC and AML compliance;

4.4.3. Risk Disclosure;

4.4.4. Privacy Policy

4.4.5. Payment Policy

4.4.6. Other documents published in the “Legal Information” section of the Company’s website, including subdomains accessible to the Client and/or in the trading terminal.

4.5. The Company reserves the right, at any time and at its sole discretion, to modify, alter or eliminate any content of the Appendices referred to in clause 4.4 of this Agreement, as well as to change their name and structure. The Company may also, during the term of this Agreement, create Appendices or delete existing ones without the need to amend this Agreement or obtain the Client's consent.

4.6. By continuing to use the Company's services after the publication of any changes or modifications to the terms of this Agreement or its Appendices, the Client is deemed to have tacitly accepted all modifications.

4.7. The Client accepts this Agreement at the time of registration on the Company's website or in the trading terminal, in accordance with the terms and conditions set forth in this Agreement and its Appendices.

5. Subject of the Contract

5.1. The subject of this Agreement is the provision of services to the Client by the Company Ebinex LLC, through the Trading Platform, in accordance with the terms set forth in this document and its Appendices.

5.2. This Agreement regulates the conditions under which the Parties conduct Negotiations (Transactions), detailing their order and content, and establishes the terms on which the Company will provide services to the Client.

5.3. The Company reserves the right, at its sole discretion, to unilaterally change and/or edit any conditions related to Trades (Operations), including but not limited to establishing restrictions on the number of Trades (Operations) that can be executed simultaneously, as well as the number of Trades (Operations) that the Client can execute within a specific period

determined by the Company. The Company may also implement other restrictions regarding the execution of Trades, as it deems necessary.

5.4. The Company has the right to engage third parties to cooperate in improving and/or facilitating the quality of the Trading Platform and/or improving the provision of services under this Agreement. However, the Company shall not be liable for the actions of such third parties unless otherwise expressly agreed.

5.5. In relation to any matters and/or obligations that are not explicitly covered by this Agreement, the Company will act at its discretion, guided by current commercial practices and customs in the financial services industry.

5.6. From the moment the Client replenishes the Account, each Trade (Operation) carried out using the Trading Terminal and/or the Personal Account becomes the subject of this Agreement and is subject to the terms and conditions set forth herein.

6. Related Financial Services

6.1. The Company, through its website, may offer, at its sole discretion, financial services related to the trading of foreign exchange assets (Forex) and cryptocurrencies, with balance protection. The protection offered ensures that the Client's maximum loss is limited exclusively to the amount invested in the specific transaction, plus any transaction fees. The Client may not incur losses greater than the amount initially invested, and there are no margin calls or negative balances. The Company reserves the right to modify or discontinue financial services related to the trading of foreign exchange assets (Forex) and cryptocurrencies, with balance protection, as well as to adjust their conditions at any time, without prior notice to the Client.

6.2. Clients may, at their sole discretion, choose to use the financial services with balance protection provided by the Company for trading foreign exchange assets (Forex) and cryptocurrencies. In such transactions, the maximum loss will be limited to the amount invested in the specific transaction, plus any applicable transaction fees, as described in clause 6.1. Transactions that involve margin calls or exposure to a negative balance will not be permitted.

6.3. In any transaction carried out through the services offered with balance protection, the Company ensures that the Client will not incur losses greater than the amount initially invested in the specific transaction. However, the Company reserves the right to change, adjust or discontinue balance protection at any time, to reflect changes in market conditions or its internal policy, and is not liable for losses or damages beyond the amount invested, unless expressly provided otherwise in this Agreement.

6.4. The Client acknowledges and agrees that he/she fully understands the risks involved in foreign exchange (Forex) and cryptocurrency transactions, even with balance protection limited to the amount invested in the specific transaction. The Company is not responsible for the suitability of the products and services to the Client's investment profile, unless expressly agreed in a separate instrument. The Client further declares that he/she is aware that the results of the transactions may involve the total loss of the capital invested in the transaction, without generating a debit balance.

7. Guarantees

7.1. Subject to the provisions of this Agreement, the Company agrees to provide the Customer with the Services, provided that the Customer meets the following requirements:

7.2. The Customer must be of legal age under the laws of the jurisdiction where he/she resides or is resident, possessing full legal and mental capacity to enter into binding contracts.

7.3. The Client must not reside in a country where the offering or distribution of the Company's financial products or services would be contrary to local laws or regulations. It is the Client's sole responsibility to know and comply with applicable local laws and regulations.

7.4. The Client must not be resident or domiciled in the United States or US territories, Canada, Afghanistan, Australia, Belarus, Belgium, Bouvet Island, Comoros, Cuba, Democratic Republic of Congo, Eritrea, Ethiopia, Gibraltar, Guam, Haiti, Iran, Israel, Japan, Libya, Mali, Myanmar, North Korea, Palestine, South Sudan, Sudan, Syria, Russian Federation, United Kingdom, Ukraine, Vatican City, or any country in the European Economic Area, or other territories which may be restricted by the Company from time to time.

7.5. From May 10, 2022, the Company will not accept residents of Ukraine as Clients. The Company reserves the right to review and expand the list of restricted jurisdictions as necessary.

7.6. The Company, at its sole discretion, provides the Services to the Customer as set out in this Agreement. The Company reserves the right to refuse, suspend or terminate the provision of Services to any Customer without giving any reason.

7.7. Under no circumstances may the Client carry out transactions or operations on the Trading Platform, Website and/or through his/her Account that exceed the available balance and/or the amount deposited/held in his/her Account. All amounts deposited by the Client into the Account are considered as collateral, guaranteeing any possible payment obligation of the Client to the Company.

7.8. The Company shall facilitate the execution of the Client's activities, trading orders and/or transactions, but the Client acknowledges and accepts that the Company shall not, under any circumstances, provide trading or investment advisory or consultancy services.

7.9. The Company shall process all transactions and operations of the Client in accordance with the terms and conditions of this Agreement on an execution only basis. The Company shall not administer the Client's Account nor provide advice in relation to transactions.

7.10. The Company shall execute orders and transactions requested by the Client in accordance with the terms of this Agreement, regardless of whether they are advantageous to the Client or not. Except as stipulated in this Agreement or in other documentation available on the Website, the Company undertakes no obligation to monitor or advise the Client on his/her transactions, to make margin calls or to close open positions. Unless specifically agreed otherwise, the Company is not obliged to attempt to execute the Client's orders at more favorable quotes than those offered on the Trading Platform.

7.11. The Company shall not be financially liable for any transactions carried out by the Client through his/her Account or the Trading Platform, except in cases of proven misconduct or gross negligence on the part of the Company.

7.12. The Client is the sole authorized user of the Company's services and the corresponding Account. The Client is responsible for ensuring that his/her security information is kept confidential and that no third party, including family members or other persons, has access to his/her Account or uses the services on his/her behalf.

7.13. The Client shall be responsible for all orders submitted using his/her security information. Any order received by the Company shall be deemed to have been given by the Client. The Company shall not be obliged to investigate the origin of orders submitted through the Client's Account.

7.14. Should the Client act on behalf of a third party without the Company's knowledge and consent, the Company shall not recognize such person as a Client and shall not be liable to such third party, regardless of whether or not his or her identity has been revealed.

7.15. The Client has the right to cancel orders given to the Company within 3 seconds after submission ("Cancellation Period"). The cancellation option is valid only if the order price remains unchanged during the Cancellation Period. After this period, the Company may, but is not obliged, to offer the Buyout option to the Client, who will have the option to accept or decline the offer according to the conditions specified in the Trading Platform.

7.16. The Customer acknowledges that the use of the Cancellation or Buyout options involves significant risks, due to the variation in costs associated with these options depending on market conditions. The Customer agrees to bear all risks associated with the use of these functionalities.

7.17. The Company may, at its sole discretion, use third parties to hold the Client's funds or to process payments in connection with the performance of the services. Such funds will be held in accounts segregated from the third parties' own funds, without prejudice to the Client's rights over its funds.

7.18. The Company offers internal live chats where Clients can share trading ideas and express their opinions. The Client acknowledges that the information shared in these chats does not constitute financial or investment advice provided by the Company, but is merely a resource for the exchange of ideas between Clients.

7.19. The Company will only provide investment advice upon entering into a separate written agreement with the Client, after assessing the Client's personal circumstances. Unless such an agreement is entered into, any information provided by the Company, including reports, news, opinions, price movement alerts, and other information available on the Trading Platform, does not constitute investment advice or investment research.

8. Order Execution/Electronic Trading

8.1. By accepting this Agreement, the Client acknowledges that he/she has read and understood all provisions of this Agreement and the related information available on the Website. The Client accepts that certain orders will be executed by the Company as counterparty to the transaction, acting as a Market Maker. In this role, the Company will act as principal and not as agent on behalf of the Client for the purpose of executing orders. The Client acknowledges that this model may give rise to potential conflicts of interest. Furthermore, the Client accepts that the Company may transmit certain orders and act as an intermediary in Client transactions. Receipt of an order by the Company does not constitute its acceptance; acceptance only occurs when the order is transmitted for execution by the Market Maker.

8.2. The Company undertakes to execute the Client's orders in a sequential and timely manner, within existing operational and market limits.

8.3. The Client acknowledges and accepts: a) The risk of errors or misinterpretations in orders sent through the Trading Platform due to technical or mechanical failures; b) The risk of delays or other problems related to the processing of orders; c) The risk of orders being placed by persons not authorized to use and/or access the Client's Account. The Client agrees to indemnify the Company for any losses incurred as a result of actions taken based on orders received.

8.4. The Client acknowledges that, upon receiving and transmitting his orders, the Company shall not be liable for their content and/or for the identity of the person placing the order, except in cases of gross negligence, intentional omission or proven fraud on the part of the Company.

8.5. The Client acknowledges that the Company will not execute orders transmitted by electronic means other than the predetermined and authorized means, such as the Trading Platform. The Company will not assume any responsibility for unprocessed orders that have not been transmitted by the authorized means.

8.6. The Customer acknowledges and agrees that certain products or services offered by the Company may not always be available for purchase or use for trading purposes. The decision to make such products and services available is at the sole discretion of the Company. The Company shall not assume any financial or other liability for not making a particular product or service available.

8.7. The Client agrees and understands that in certain circumstances, such as bankruptcies or corporate restructurings, the Company reserves the right to close all relevant positions in relation to the assets of the affected company and suspend such assets. The Client's positions will be closed at the last available price on the platform, and the Client will be notified. The Company will not be liable for any losses incurred by the Client arising from the closing of such positions or suspension of the assets.

8.8. The Client acknowledges that in situations of division or regrouping of underlying assets, the Company may close the Client's positions at the last available price prior to the event. The Client will be duly notified of the action.

8.9. The Company reserves the right at any time and for any reason to refuse to execute orders, including but not limited to the following circumstances:

8.9.1. If the execution of the order aims or may aim at manipulating the market price of financial instruments (market manipulation);

8.9.2. If the execution of the order constitutes or may constitute abusive exploitation of confidential information (privileged information);

8.9.3. If the execution of the order contributes or may contribute to the legalization of proceeds from illegal activities (money laundering);

8.9.4. If the Client does not have sufficient funds to cover the purchase of financial instruments or if there is an insufficient number of financial instruments to cover their sale;

8.9.5. If the Customer fails to perform any of its obligations to the Company under this Agreement;

8.9.6. If the Company's exposure levels, as set out in internal policies, are reached in relation to the Financial Instrument or underlying asset desired by the Client. In such cases, the Company reserves the right to limit the size of trades and/or transactions;

8.9.7. If the Customer becomes or intends to become a resident for tax purposes of the United States, or a resident of the United States/U.S. territories, Canada, Afghanistan, Australia, Belarus, Belgium, Bouvet Island, Comoros, Cuba, Democratic Republic of the Congo, Eritrea, Ethiopia, Gibraltar, Guam, Haiti, Iran, Israel, Japan, Libya, Mali, Myanmar, North Korea, Palestine, South Sudan, Sudan, Syria, Russian Federation, United Kingdom, Ukraine, Vatican City, or any country in the European Economic Area.

8.10. Any refusal by the Company to execute orders shall not affect any other obligations the Client may have towards the Company.

8.11. The Client acknowledges that under certain market conditions, particularly if the Client has reached or exceeded internal exposure levels, the Company may partially or fully close the Client's positions in CFDs. The Company undertakes to notify the Client at least 5 (five) business days in advance of the liquidation of a CFD position.

8.12. The Company reserves the right, but not the obligation, to charge a maintenance/custody fee for any open cryptocurrency positions (without leverage) held for more than three (3) months. Should the Company decide to exercise this right, the Client will be notified and the fees will be applied as described in the table provided by the Company.

8.13. The maintenance/custody fee will be automatically deducted from the Client's open position balance, and the Company is not obliged to provide additional prior notice of such deduction. The Client acknowledges and accepts these terms by keeping the position open beyond the stipulated period.

Period since position opening

Maintenance/Custody Fees

3 months

0.25%

6 months

0.50%

9 months

0.75%

12 months

1.00%

13 months

1.25%

14 months

1.50%

15 months

1.75%

16 months

2.00%

17 months
2.25%
18 months and over
2.50%

9. Limitation of liability

9.1. The Company shall not be liable, under any circumstances, for indirect damages, lost profits, loss of data or any other consequential damages resulting from the use or inability to use the platform.

9.2. In relation to financial transactions carried out on the platform, the Client acknowledges that he/she is aware that, in any foreign exchange (Forex) and cryptocurrency transactions offered with balance protection, the maximum loss will be limited to the amount invested in the specific transaction, with no outstanding balance or margin calls.

9.3. The Company does not guarantee the result of any financial transaction carried out on the platform, and is only obliged to respect the balance protection limits set out in these Terms.

9.4. Any trade (operation) executed through the Client's account is considered to be executed personally by the Client. The Company is not responsible for unauthorized access by third parties to the Client's account, his/her trading terminal, nor does it verify the circumstances that contributed to such access.

9.5. The Company is liable, under the conditions stipulated by this Agreement, only to the Client, without entering into legal relations with any person other than the Client. The Company reserves the right, at any time and without providing any justification, to refuse to execute a trade (operation) for its own reasons.

9.6. The Company does not guarantee uninterrupted, secure and error-free service, nor protection against unauthorized access to the Client's trading terminals, including possible damage and malfunction of software, communication failures and/or failures in the digital technology of its counterparties and/or Clients. The Client agrees that he/she is not entitled to claims for direct or indirect damages resulting from any such malfunction.

9.7. The Company is not responsible for losses incurred by the Client as a result of force majeure circumstances that affected or could affect the operation of the trading platform, as well as its use by the Client.

9.8. The Client is liable for losses incurred by the Company as a result of:

- i. Provision by the Client of false information during registration on the Company's trading platform or in any trades (operations);
- ii. Failure to provide or provide false (artificial) documents, including those provided for in section 5 of this Agreement and its annexes;
- iii. Abuse of the Company's services by the Client, including due to the use of specialized methods, forms and/or devices, systems when making trades (operations) that do not meet the principles of honesty and fairness;

iv. Distribution and/or use of confidential, internal or other information about the Company and/or operations, which provided the Client with the opportunity to conclude a deal (transaction) on more favorable terms;

v. Carrying out actions agreed with other Clients of the Company's trading platform and/or (or) any interested persons with the Client that have entailed or may entail losses for the Company.

9.9. The Company reserves the right to stop the execution of any type of action by the Client, whether in the personal account or in the trading terminal, at any stage if it identifies actions that, in its opinion, may cause damage to the Company. The Company has the right to debit funds from the Client's account in favor of the Company.

9.10. The Company reserves the right to refuse to execute any trade (operation) requested by the Client, to block its further execution, as well as to perform other actions without prior notice to the Client, if there are any claims to the Client arising from or outside this operation, whether current, future or potential under certain conditions.

9.11. In the event that the Client violates the obligations provided for in this Agreement and its annexes, or if the Company has reason to believe that the Client is in violation of these obligations, the Company reserves the right to:

9.11.1. Change the amount of financial obligations to the Client and make appropriate adjustments to the Client's account balance;

9.11.2. Block the Client's access to the trading terminal. The Client agrees to eliminate all violations that caused the blocking within 30 days from the date the blocking was set by the Company, otherwise the Company reserves the right to deduct all funds from the Client's account;

9.11.3. Block the Client's account and terminate the execution of this Agreement without prior notice to the Client until the Client eliminates the violations;

9.11.4. Terminate at any time one or all of the Client's transactions and/or invalidate the trade (operation), thereby stopping the provision of services under this Agreement. The Company has the right to unilaterally terminate this Agreement, returning to the Client the funds deposited by him or without returning them.

9.12. The Client has no right to demand the return of funds debited by the Company in accordance with the provisions set forth in items 9.11.1-9.11.4 of this Agreement.

9.13. In the event that the events mentioned in the provisions of this Agreement result in the Client being blocked from the Trading Terminal, his/her account or in the termination of the Agreement and the Client being excluded from the Company's trading platform, the Client is not entitled to create a new account, including entering invalid (false) data when registering an account. The Company has the right to apply any consequences in accordance with the provisions of this Agreement.

9.14. In case of discrepancies between the information reflected in the Client's Trading Terminal and the information reflected on the Company's server when determining the economic efficiency of the transaction (financial result), the Company is not responsible for the discrepancies found and adjusts the data in accordance with the information available on the Company's server.

9.15. The Company is not responsible for losses that the Client has incurred or may incur as a result of the analysis and application of information published on the Company's website by third parties. The Client undertakes to personally check the analytical, financial and other materials provided by third parties for their accuracy, relevance, reliability and, if necessary, compare them with other sources. The Company does not guarantee that the information transmitted by third parties through the trading terminal or in any other way is reliable and reflects the current market position. The Company undertakes to execute the requested transactions, and the Client agrees that he is responsible for the result of the trade (operation) concluded on the basis of this information.

9.16. The Client is informed that any trade (operations) concluded within the framework and under the terms of this Agreement is risky and difficult to predict, with a possible negative outcome (loss) and loss of part or all of the funds credited by the Client to the account, as well as other losses, including punitive (incidental, special, indirect) damages. The outcome of the operation is the responsibility of the Client.

9.17. The Client understands and agrees that losses resulting from software malfunctions, communication failures, computer network breakdowns and other networks used

to agree to the terms of the Client's transaction, as well as unauthorized access by third parties (hackers), are not the responsibility of the Company and did not occur through its fault.

9.18. The Company assumes no liability for any losses, expenses and damages of the Client, including as a result of the use of information in accordance with the provisions of this Agreement, if such losses are not the result of the Company's gross negligence, willful default or fraud on behalf of the Company.

9.19. The Company shall not be liable for non-performance and/or improper performance of its obligations arising from force majeure circumstances or other circumstances specified in this Agreement and its annexes.

9.20. Violation by the Client of the obligations provided for in this Agreement and its annexes is considered by the Company at any time, regardless of the limitation of such violation.

9.21. The Company reserves the right to suspend (block) access to the Client's trading terminal in the absence of operations with the Client's account (including trading operations) for 6 or more months. In case of unilateral closure of the Client's account, the Client has the right to register a new account on the trading platform.

9.22. If the Client fails to perform operations on the account (including trading operations) for 180 days or more, a daily account maintenance fee of 1% of the Client's current balance, but not less than US\$1 (one) US dollar, may be charged to the Client's account.

10. Settlement of transactions

10.1. The Company shall settle all transactions upon execution thereof, ensuring that such transactions are carried out in strict accordance with the terms and conditions set forth in this Agreement.

10.2. The Company's Trading Platform will continuously make available to the Client an online Account statement, accessible for consultation and printing, ensuring the transparency of the transactions carried out.

10.3. Rights, Obligations and Guarantees of the Parties:

10.3.1. The Customer shall have the right to:

a) Submit to the Company any order requesting the execution of a transaction/Operation on the Website, in accordance with the terms and conditions of this Agreement;

b) Request the withdrawal of any amounts, provided that this is in accordance with the Withdrawal Policy and provided that there are no outstanding complaints or debts from the Client to the Company;

c) Submit complaints to the Company in case of disputes or complaints, including all relevant details, by sending an email to support@ebinex.com . The Company will confirm receipt and initiate an internal investigation, responding to the Client within a reasonable timeframe, not exceeding three months, unless an extension is previously communicated to the Client;

d) Unilaterally terminate this Agreement, provided that there are no outstanding debts owed by the Customer to the Company and that the termination is made in accordance with the terms of this Agreement.

First Paragraph - The Client accepts that:

i. The Account will be activated upon deposit of funds/advance into the Account, and the Client will ensure continued compliance with all the terms and conditions of this Agreement;

ii. The Client undertakes to maintain the confidentiality of the username and password provided by the Company, being solely responsible for all orders submitted through his/her

security information, acknowledging that all orders received by the Company will be considered as having been given by the Client;

iii. The Client accepts the risk of orders created by unauthorized persons and/or misuse of the trading account by third parties without his/her permission (hereinafter collectively referred to as "unauthorized access" or "account hacking"), and agrees to fully indemnify the Company for any and all losses, costs and expenses arising from such situations;

iv. In case of unauthorized access to his/her trading account, the Client must immediately notify the Company, which shall have the right to block the Client's trading account, increase the processing time and/or cancel withdrawal requests without prior notification. The Client shall not be entitled to any profits made during the period when the account was accessed in an unauthorized manner;

v. The Client shall provide the Company with all information and/or documents necessary to unblock the trading account;

vi. The Customer acknowledges that frequent use of different IP addresses from different countries and/or the use of VPN (except for users from Turkey or Indonesia) is a reasonable indication of a possible violation of this Agreement, which may lead the Company to take appropriate measures, such as blocking the account;

vii. The Client confirms that any trading strategies, investment decisions and/or activities carried out through his/her Account on the Trading Platform are made with full awareness of the risks involved, based solely on his/her individual knowledge and discretion;

viii. The Client guarantees that he/she will not disclose confidential information of the Company, accepting the risks, including financial losses arising from unauthorized access and operation of the Account by unauthorized third parties;

ix. The Client must notify the Company of any changes to his/her contact details and other personal information provided, within 7 (seven) days after such changes come into effect;

x. The Client may register only one account with the Company. If the Client has multiple accounts, the Company may cancel transactions and operations carried out on such accounts, as well as block all accounts and terminate this Agreement immediately, at its sole discretion;

xi. The Customer shall indemnify and hold the Company harmless from any claims and/or legal actions arising from the disclosure of his/her personal data;

xii. The Client irrevocably accepts full responsibility for his/her actions, in accordance with the tax legislation in force in the country of his/her residence, assuming full responsibility for taxes and fees relating to the operations carried out;

xiii. The Customer acknowledges that the provision of the Services by the Company may involve the transmission of information over open networks, accepting the risks of interception by third parties, provided that the Company takes reasonable measures, such as encryption, to prevent such unauthorized access;

xiv. The Client acknowledges and accepts that the Company has the right to close any transaction, at its sole discretion, without prior notice, if the underlying asset or contract on which the transaction is based has an expiry date set by the relevant financial market;

xv. The Company prohibits third-party or anonymous payments to the Client's Account. Only funds originating from an account in the Client's name are acceptable. The Company reserves the right to block the Account upon identifying third-party or anonymous deposits, returning the remaining funds and retaining any profits made with such funds;

xvi. Should the Company execute a transaction on behalf of the Client without coverage by the Account balance, the Company shall be entitled to liquidate the Client's assets to cover the full or partial difference;

xvii. The Client acknowledges that he/she is solely responsible for any technical deficiencies that may occur in the connection to the Trading Platform or in the equipment used, and cannot claim damages against the Company for such deficiencies;

xviii. The Company reserves the right to modify, add or establish as a default the option payout rate, the rate of return, the possibility of adjusting the rate of return, the possibility of purchasing types of options, the minimum and/or maximum values of options, and the expiration periods applicable to one, several, or all assets. The Company also has the right to limit the maximum value of options purchased in intervals of 1 (one) minute, 1 (one) hour or 1 (one) day;

xix. The Client acknowledges that the Company has the right to refuse to carry out any requested transactions while there are any outstanding, future or contingent claims owed by the Client, regardless of whether such claims arise from the same transaction that gave rise to the Client's obligations to the Company;

xx. The Client acknowledges and accepts that this Agreement, as well as any content made available on the Website, may be unilaterally changed by the Company, and the Client is responsible for checking the Website frequently to stay informed of such changes. Any order submitted by the Client after the change will be deemed to be acceptance of the new terms;

xxi. Customer understands and agrees that its consent is not required for any change to be effective, and that it is its responsibility to remain updated on all changes. If Customer does not agree to the changes, it shall have the right to terminate this Agreement in accordance with the Term and Termination section;

xxii. The Customer guarantees and declares to the Company that:

a) You are not a US citizen or resident in a country where the distribution of financial products or services offered by the Company is contrary to local law;

b) Is responsible for verifying the terms of local laws and regulations to which it is subject and for complying with them;

c) Has legal capacity/competence, is of sound mind and is of legal age in the country of residence or of which he is a citizen;

d) You are not a resident of the US/US territories and/or a resident of the following countries: Canada, Afghanistan, Australia, Belarus, Belgium, Bouvet Island, Comoros, Cuba, Democratic Republic of the Congo, Eritrea, Ethiopia, Gibraltar, Guam, Haiti, Iran, Israel, Japan, Libya, Mali, Myanmar, North Korea, Palestine, South Sudan, Sudan, Syria, Russian Federation, United Kingdom, Ukraine, Vatican City and/or any country in the European Economic Area;

e) You are not under any legal impediment and are not subject to any laws or regulations that prevent the performance of this Agreement or any agreement or transaction contemplated by this Agreement;

f) Acts as a principal and not as an authorized representative/attorney or agent of third parties;

g) The monetary funds and/or financial instruments and other assets delivered by the Client to the Company, whatever the purpose, are not directly or indirectly linked to criminal, illegal activities or terrorism;

h) Monetary funds and/or financial instruments and other assets delivered for any purpose by the Client to the Company belong exclusively to the Client and are free from any charges, guarantees, pledges or encumbrances, unless the Client has informed the Company in writing;

i) The financial instruments, information and/or legal documents provided by the Client to the Company are authentic, valid, free from any faults and have the legal effect they claim to have;

j) The Client represents that he/she has provided accurate, complete and truthful information about himself/herself at the time of registration and will maintain the accuracy of the information provided by promptly updating any registration data that may have changed. Failure to comply with these procedures may result in the closure of the Account, limitations on the Account and/or the cancellation of any transactions;

k) The Client shall provide KYC (Know Your Customer) documents to the Company within a maximum period of 7 (seven) days from the moment of depositing funds;

l) The Client confirms that the purpose and reason for his/her registration and use of the Account is to trade on his/her own behalf in any financial instruments and to benefit from the Services offered by the Company. The Client guarantees that, should there be any reason for changing the operation of the Account, he/she will immediately inform the Company;

m) The Client warrants that he/she will comply with the warranties described above at all times, including during and after the execution of any transaction or trade through the Trading Account and the provision of the Services by the Company;

n) The Company shall be entitled, in the event of a breach by the Client of one or several provisions of this Agreement, to change the amount of the Company's financial obligations to the Client by making appropriate changes to the trading operations log;

o) The Company reserves the right to request additional supporting documents and/or information during the verification of the Client's Trading Account and on an ongoing basis during the business relationship. Should the Client fail to provide the Company with the additional supporting documents, including updated verification documents, within the specified time frame, the Company shall have the right to terminate this Agreement immediately, close the account and close all open positions.

§ 2 - Company Obligations:

i. The Company shall offer its Services to the Client, provided that the Client complies with all provisions set forth in this Agreement;

ii. The Company will take reasonable measures to ensure the security and confidentiality of the information transmitted, except when such measures prove insufficient or ineffective.

11. Compensation and Liability

11.1. The Client undertakes to indemnify the Company, its directors, officers, employees and representatives against any direct or indirect liabilities, including but not limited

to all losses, damages, claims, costs or expenses incurred by the Company or third parties, arising from any act or omission of the Client in the performance of its obligations under this Agreement, as well as in the liquidation of any financial instruments of the Client to settle the Company's credits. This indemnification obligation does not apply where such liabilities result from gross negligence, intentional omission or fraud on the part of the Company. The right to indemnification shall remain in force even after termination of this Agreement.

11.2. The Company shall not be liable for any direct or indirect losses, expenses, costs or liabilities incurred by the Customer in connection with this Agreement except where such losses, expenses, costs or liabilities arise from gross negligence, wilful default or fraud on the part of the Company. In no event shall the Company be liable to the Customer, whether in tort (including negligence), breach of statutory duty or otherwise, for any loss of profits, indirect or consequential losses in connection with this Agreement.

11.3. The Company shall not be liable for any loss of opportunity, where the value of the Client's financial instruments could have increased, or for any decreases in the value of the Client's financial instruments, regardless of the cause, except where such losses are directly attributable to gross negligence, wilful default or fraud on the part of the Company.

11.4. The Company shall not be liable for any losses arising from misrepresentation of facts, errors of judgment or any acts committed or omitted by the Company, except where such acts or omissions result from gross negligence, wilful default or fraud on the part of the Company.

11.5. The Company shall not be liable for any acts or omissions, or for the insolvency of any counterparties, banks, depositories or third parties acting on behalf of the Client or through whom transactions on behalf of the Client are executed.

11.6. In case the Company acts as an intermediary in the Clients' transactions, the Client agrees and acknowledges that under certain market conditions at the time of execution and/or depending on the risk management framework of the third party market maker, the Company may cancel the Client's trades and/or transactions and return the relevant funds to the Client's trading account balance. The Company undertakes to provide adequate notice to the Client in such case.

11.7. In situations described in clause 11.6, the Client expressly waives any right of claim against the Company and undertakes to indemnify the Company for any damages arising from such actions.

12. Collection and Processing of Personal Data

12.1. By accepting the terms and conditions of this Agreement, the Customer expressly and irrevocably consents to the collection and processing of his/her personal data by the Company, in accordance with the General Data Protection Law (LGPD). For the purposes of this Agreement, the term “personal data” includes, but is not limited to: name, surname, gender, address, telephone number, email address, IP address, cookies and other information related to the provision of services to the Customer, such as transaction history.

12.2. The Client undertakes to provide correct, accurate and complete personal data as requested by the Company. Providing false or incomplete information may result in the impossibility of providing the services or in other applicable measures in accordance with applicable legislation.

12.3. The collection and processing of personal data is intended to comply with applicable legal and regulatory obligations, including, but not limited to, the prevention of money laundering and terrorist financing (AML/CFT), as well as the execution of the contractual obligations set forth in this Agreement, ensuring the adequate provision of services to the Client.

12.4. The Customer acknowledges and agrees that, for the purposes described in clause 12.3, the Company has the right to collect, record, organize, accumulate, store, adapt (update, modify), extract, use, share, anonymize, block, delete and destroy such personal data, as well as to carry out any other necessary actions in accordance with applicable legislation and relevant regulations.

12.5. The Customer consents to the Company storing and maintaining its personal data for a minimum period of 7 (seven) years after the termination of this Agreement, or for a longer period as required by applicable laws or regulations.

12.6. The Customer expressly agrees that the Company may disclose its personal data to third parties, including, but not limited to, the Company's partners and service providers, exclusively for the purposes set forth in this Agreement, such as the processing and execution of the Customer's orders and transactions. The Company undertakes to ensure that the amount of personal data shared is proportional and limited to what is necessary to achieve the purposes described and that the third parties involved treat the personal data in compliance with the LGPD and other applicable regulations.

12.7. The Company will not disclose personal data to the general public, nor will it use them for purposes other than those provided for in applicable legislation and regulations, except with the express authorization of the Client or when required by law.

12.8. During the processing of personal data, the Company will adopt appropriate legal, organizational and technical measures to protect such data against unauthorized access, accidental or unlawful destruction, accidental loss, alteration, disclosure or any other form of inappropriate or unlawful processing, in accordance with the LGPD.

12.9. The Privacy Policy available on the Company's website is an integral part of this Agreement and can be accessed in the specific section dedicated to privacy. The Client declares to be aware of and agree with the terms of the Privacy Policy, which details how personal data is collected, used, stored and protected by the Company.

13. Assignment

13.1. This Agreement is personal and non-transferable to the Client, who shall not be entitled to assign or transfer any of its rights or obligations under this Agreement to any third party except with the prior written consent of the Company. Any attempted assignment or transfer by the Client without the consent of the Company shall be null and void.

13.2. The Client has the right to request the Company to consider a proposal for assignment or transfer of its rights and obligations under this Agreement. However, the Company reserves the right to accept or refuse such a request at its sole discretion.

13.3. The Company reserves the right at any time to assign or transfer to third parties any of its rights and/or obligations under this Agreement, in part or in full. The Company shall notify the Client of such assignments or transfers, except in cases where the assignment is made as part of an internal restructuring of the Company or to an affiliate.

13.4. In the event of assignment or transfer by the Company, the third party assignee shall fully assume the rights and obligations of the Company under this Agreement and undertake to comply with them in full. The assignment shall be deemed complete from the moment the relevant information is communicated to the Customer or made available on the Company's website.

13.5. The Customer acknowledges and agrees that the assignment or transfer of the Company's rights and obligations as permitted by this clause shall not constitute a termination of this Agreement and shall not affect the validity or continuity of the services provided.

14. Risk Statement

14.1. The Client confirms that he/she has read, understood and accepts, by entering into this Agreement, the Risk Statement relating to the use of the Services made available electronically on the Company's Website. By accepting this Agreement, the Client acknowledges that he/she has understood the information contained in this document, as well as the Company's general description of the nature and risks associated with the different Financial Instruments and/or Services offered, as detailed in our Risk Disclosure.

14.2. The Customer fully acknowledges and accepts that:

a) Conducting trading operations with financial instruments involves significant risks, including, but not limited to, the possibility of substantial financial losses. Before using the

Company's services, the Client should carefully assess his/her financial capabilities and consider whether the risks involved are appropriate to his/her profile and financial conditions.

b) Trading Transactions carried out through the Company's Trading Platform are not agreements concluded on an official exchange. Such transactions are over-the-counter (OTC) transactions, which entail a higher risk for the Client compared to transactions carried out on regulated stock exchanges. The Client should be aware that, as they are over-the-counter transactions, the associated risks may be higher.

c) Any information, recommendations, market analyses, quotes or guidance provided by the Company or its representatives and partners on the Website should not be construed as a direct offer or solicitation to enter into a Trading Transaction or any other financial transaction. The Client is solely responsible for his/her investment decisions and for assessing the relevance of the information received.

d) Trading operations may incur financial losses due to technical factors, including but not limited to malfunctions or failures in the operation of computer equipment, software, instability in the Internet connection, power outages or other technical problems. The Company is not responsible for such failures or for any losses arising from these circumstances.

e) In atypical or volatile market conditions, the processing time of Trading Orders may be extended, which may result in losses for the Client. Sharp fluctuations in asset prices may result in additional losses for the Client, especially when a transaction is executed at a price different from the one initially displayed on the trading platform.

14.3. The Client acknowledges that in some countries the use of the Company's services may be restricted or prohibited by law. The Client assumes full responsibility for reviewing and understanding the laws and regulations of his/her country of origin or residence regarding applicable restrictions or prohibitions. The Company shall not be liable for any consequences arising from the use of the services in countries where such activities are restricted or prohibited.

14.4. The Client acknowledges and accepts that the Company does not guarantee profit in any amount nor guarantees the absence of losses during the use of the services. The Client is

responsible for all trading decisions and the financial consequences that may result from such decisions.

14.5. In cases of extraordinary market events or force majeure, which significantly impact the Company's operational capacity, the Customer acknowledges that there may be temporary adjustments or suspension of balance protection services, at the Company's sole discretion, always seeking to preserve the contractual balance.

15. One-Click Trading Terms and Conditions

15.1. The One-Click Trading functionality allows the Client to perform trading operations on the Ebinex platform with just one click on the “Buy/Call” or “Sell/Put” buttons, without the need for additional confirmations.

15.2. By opting for the One-Click Trading mode, the Client declares that he/she has read, understood and agrees with the terms and conditions set out in this section, committing to comply with them in full.

15.3. The current version of the platform allows the Client to choose between different modes for submitting orders. By selecting the One-Click Trading mode, the Client agrees to be bound by the procedures and conditions specified for each of these modes.

15.4. In the standard order submission mode, the Client must follow several steps. First, the Client must access the instruments menu and choose the assets he wishes to trade. Next, the Client must select all relevant parameters for the chosen instrument and confirm the order submission by clicking “Buy/Call” or “Sell/Put”, depending on the order type and trading intentions. After this, a confirmation window will be displayed, where the Client must review and confirm the trade details before the transaction is completed. The Client’s order will not be submitted until all these steps are completed.

15.5. In One-Click Trading mode, order submission is simplified and can be completed in a single step. The Client will submit his orders as soon as he clicks the “Buy/Call” or “Sell/Put” button, without the presentation of a subsequent confirmation window.

15.6. When using the One-Click Trading mode, the Client must ensure in advance that all trade parameters are correctly set in accordance with his/her trading intentions, since after clicking on the “Buy/Call” or “Sell/Put” buttons, the order will be submitted immediately and cannot be cancelled (except for a 3-second cancellation period for binary options). Only certain parameters, such as stop loss and stop profit in CFD positions, can be modified after the position is opened. Under normal market conditions and system performance, a market order will be promptly executed upon submission, binding the Client to the transaction.

15.7. The Client can enable or disable the One-Click Trading mode in the platform settings. This functionality can be enabled or disabled for one or several instruments, depending on the Client’s preferences.

15.8. By selecting the One-Click Trading mode, the Client understands and accepts that his/her orders will be submitted immediately upon clicking the “Buy/Call” or “Sell/Put” button, without any additional confirmation. The Client agrees to assume all risks associated with the use of this order submission mode, including, without limitation, the risk of errors, omissions or mistakes made in submitting any order.

15.9. The Client agrees to fully indemnify and hold harmless the Company from any and all losses, costs and expenses that may be incurred as a result of such errors, omissions or mistakes made by the Client itself or by any other person trading on its behalf.

15.10. To accept the terms and conditions of One-Click Trading, the Client must tick the “buy in one click” option when opening trades on the platform. If the Client does not agree with the terms, the Client must not tick the box and must not use the One-Click Trading function.

16. Charges and Commissions

16.1. The Company reserves the right to charge the Client a commission for the services provided. Commissions may vary depending on the type of service, transaction volume or other specified parameters.

16.2. The Company may pay a fee or commission to Introducing Brokers, referral agents or other third parties, based on a written agreement. Such fees or commissions may be related to frequency, volume of transactions or other agreed parameters. The Company reserves the right to change its fees and commissions from time to time, and such changes will be notified to the Client in accordance with the contractual provisions.

16.3. Ongoing trading fees, including but not limited to swaps, will be automatically charged and deducted from the Client's account balance. Should the Client not maintain sufficient funds in his/her balance to cover these charges, the Company reserves the right to close the relevant position subject to swap.

16.4. The Client agrees that any funds sent by him to the Account will be credited at the value on the date of receipt of payment, after deduction of any charges or commissions charged by the bank or any other intermediary involved in the transaction process. The Client authorizes the Company to deduct directly from his Account any commissions relating to the transfer of funds.

17. Applicable Law and Jurisdiction

17.1 The terms and conditions of this Agreement, as well as any matters arising out of or related to it, including, but not limited to, interpretation and resolution of disputes, shall be governed by and construed in accordance with the laws of Saint Vincent and the Grenadines.

17.2. The Company and the Customers irrevocably submit to the exclusive jurisdiction of the competent courts of Saint Vincent and the Grenadines, to settle any disputes that may arise under this Agreement.

17.3. In the event of a dispute subject to the legislation of Saint Vincent and the Grenadines, the Company reserves the right to use the services of an interpreter during the proceedings before the competent courts.

18. Duration and Termination of Contract

18.1. This Agreement is concluded for an indefinite period.

18.2. This Agreement shall come into force from the moment the Customer accepts it and makes the advance payment to the Company.

18.3. In the event of any discrepancy between the text of this Agreement in English and its translation into any other language, the English version shall prevail, as shall the English version of any other documentation or information published on the Site.

18.4. The Agreement may be terminated in any of the following circumstances:

18.5. Either Party has the right to terminate this Agreement at any time by giving 15 (fifteen) days' prior written notice to the other Party. During this 15-day period, and without further notice, the Company may limit the services available to the Customer; however, the Customer will always be guaranteed access to withdraw the remaining balance.

18.6. The Company reserves the right to terminate this Agreement immediately, close all open positions, block the Client's account and return the remaining funds (if applicable), without prior notice, in the following circumstances:

I. Death or legal incapacity of the Client.

II. If a request is submitted or any meeting is called to open bankruptcy or liquidation proceedings against the Client.

III. If the Customer breaches, or if the Company has reasonable grounds to believe that the Customer has failed to comply with any of its obligations or has breached the terms of this Agreement, including any warranties and representations made under this Agreement.

IV. If the Company has knowledge or reasonable grounds to believe that the Customer has not reached the legal age of majority in the country in which he resides or of which he is a citizen, as applicable.

V. If the Company has knowledge or reasonable grounds to believe that the Client has become a resident for tax purposes of the United States, or a resident of the United States, United States territories, or any of the countries or territories listed in clause VI.

VI. If the Company has knowledge or reasonable grounds to believe that the Client is or has become a resident of the Russian Federation and his account was registered after July 1, 2016.

VII. If the Company has knowledge or reasonable grounds to believe that the Client is or has become a resident of Ukraine and his/her account was registered after May 10, 2022.

18.7. The Company may also terminate the Agreement immediately, without notice, if it reasonably suspects that the Client:

I. Has used or is using fraudulent means or has engaged in fraudulent schemes in connection with the performance of this Agreement;

II. Obtained, in an illegal, undue or unfair manner, an advantage over other customers or over the Company;

III. Has been unjustly enriched by using information that was intentionally or negligently concealed or not disclosed to the Company and which, if known in advance, would have caused the Company not to consent to the use of such information;

IV. Acted in bad faith during the performance of its obligations under this Agreement;

V. You have committed, or the Company has reason to believe that you have committed, malicious conduct, gross negligence, fraud, or used fraudulent means in connection with the performance of this Agreement;

VI. Termination is mandatory under applicable law;

VII. Received two warnings of verbal abuse against Company employees;

VIII. You have not provided the Company with KYC documents within 14 days of accepting this Agreement, constituting your account as unverified;

IX. Has used or the Company has reasonable grounds to believe that the Client has used different IP addresses from different countries, VPN or VPS to conduct transactions or trades, except in specific cases such as for users from Turkey or Indonesia;

X. Initiated a chargeback in respect of funds held in the Client's account, or created new accounts following a chargeback dispute, which shall entitle the Company to terminate the Agreement immediately, close all open positions, block the accounts and return any remaining own funds (excluding profits);

XI. Be involved with or use high-frequency trading software with the intent to manipulate the Company's systems or gain an unfair advantage to the detriment of other clients or the Company itself;

XII. Used funds or payment accounts to fund a third party account, with reasonable suspicion that such action was taken to circumvent provisions of this Agreement.

19. One Click Service Terms and Conditions

19.1. The One-Click Service allows the Client to execute transactions quickly and efficiently, authorizing the Company to execute orders to buy or sell financial assets with a single click, without the need for additional confirmation by the Client.

19.2. In order to use the Company's Services, including the One-Click Service, the Client must make a deposit into his/her Account. Such deposit is required both for the use of the main services and for any additional services ordered by the Client through the Website, as well as to cover all additional expenses (if applicable), including, without limitation, taxes and fees. The Client is fully responsible for ensuring the timely deposit of funds into his/her Account.

19.3. The payment service provider (Supplier) is only responsible for processing the payment in the amount specified by the Website. The Supplier is not responsible for any additional amounts that the Customer may have to pay, such as taxes or additional fees.

19.4. By clicking on the "Payment" button, the Customer confirms and accepts that the payment is processed immediately and cannot be refunded. The Customer acknowledges that, by clicking on the "Payment" button, he/she will not be able to request a refund of the amount paid or to withdraw it.

19.5. By accepting the terms and conditions of this Agreement and making a deposit of funds into the Account, the Client, as the holder of the payment card, confirms that he/she has the right to use the Services offered on the Website.

19.6. The Customer acknowledges and accepts that payment processing will be carried out by a payment service provider, which acts as a third party in this Agreement. The Customer also acknowledges that, once the Services have been purchased, there is no legal basis for refunding or cancelling payments made. If the Customer wishes to refuse to use the One-Click

Service for future purchases, he/she may deactivate this service through his/her Account on the Website.

19.7. The Client should be aware that “1-click deposits” (recurring payments) are not processed as 3-D Secure transactions. Should the Client wish for payments to be processed with the 3-D Secure function, he/she must activate it.

19.8. The Supplier cannot be held liable for the refusal or inability to process the Customer's payment card details, nor for the bank's refusal to authorise payment. Under no circumstances shall the Supplier be held liable for the quality, quantity or price of the services offered or purchased by the Customer through the Website using his/her payment card.

19.9. By paying for any Service through the Website, the Customer agrees to comply with the rules of use of the Website. The Customer, as the holder of the payment card, is solely responsible for the timely payment of the services ordered through the Website and for all associated additional expenses and fees.

19.10. If the Client does not agree with the above-mentioned terms, or for any other reason, we recommend that the Client does not proceed with the payment and contact the Website administrator or support directly as necessary.

19.11. The Company shall not be liable for any loss or damage resulting from the Customer's use of the One Click Service, except in cases of technical error or operational failure directly attributable to the Company. In such cases, the Company's liability shall be limited to the value of the transaction involved.

19.12. The Client may deactivate the One Click Service at any time via his/her account settings on the trading platform. However, any transaction initiated prior to the deactivation of the service will continue to be valid and binding.

19.13. The Company reserves the right to suspend or deactivate the One-Click Service for the Customer at any time and without prior notice, if it identifies any suspicious behavior, risk of system abuse, or if it is considered necessary for the protection of the Customer or the Company.

20. Customer Responsibilities

20.1. The Customer acknowledges that these General Terms are an integral part of this Agreement, and agrees to comply with them strictly.

20.2. It is the Client's sole responsibility to ensure that all transactions and services received comply with applicable laws in his/her jurisdiction. The Client is solely responsible for verifying the legality of such transactions and services in his/her place of residence or in any other applicable jurisdiction, assuming all associated risks. The Client is solely responsible for all transactions carried out on his/her Trading Account, including deposits, withdrawals and card transactions. The Company reserves the right to accept or decline any deposit, funding or withdrawal request, depending on the payment method chosen by the Client, which includes, but is not limited to, Third Party Financial Institutions. The Company may suggest alternatives to the Client in the event that the original request is not accepted. The Client acknowledges that the Company has no control over such Third Party Institutions and therefore assumes no liability for loss of funds resulting from the actions or omissions of such institutions.

20.3. The Client is responsible for protecting his Trading Account Username and Password. The Client is solely responsible for any damages arising from acts or omissions resulting in improper or irregular use of his Trading Account.

20.4. The Client expressly agrees that he/she assumes full responsibility for any decision made based on the content of the Website. No claim or action of any nature whatsoever may be brought against the Company, its directors, employees, staff or agents. The Company and its Agents assume no liability for loss of profits related to the use of the Website, transactions carried out by the Client, services provided, general terms of use or any other losses, including, but not limited to, special, indirect or incidental losses, except in cases of willful misconduct by the Company.

20.5. Without prejudice to the above, and only in the event of a final decision of a court or other authorized legal institution imposing liability on the Company or its Agents in relation to the Client or third parties, the Company's liability shall be limited to the amount deposited

or transferred by the Client to the Trading Account in connection with the transaction that gave rise to the Company's liability.

20.6. No Trading Account will be approved without completion of the Company's compliance procedures, including identification and verification of the Account, as per applicable regulatory requirements.

21. Risks

21.1. The Client fully acknowledges and understands that the value of the Financial Instruments offered by the Company may both increase and decrease. Trading Contracts for Difference (CFDs) and other similar products involves significant risks, including but not limited to the risk of loss of all invested funds.

21.2. The Client understands that trading in CFDs does not confer any rights over the underlying instruments of the Transactions. This means that the Client has no direct interest or right to acquire the underlying shares, as CFDs represent only a notional value and not a physical asset.

21.3. Virtual currencies (cryptocurrencies) are extremely complex and high-risk products characterized by significant fluctuations in their prices. As such, trading in these assets may result in the total loss of the invested capital within a short period of time. The Client should refrain from trading cryptocurrencies if he does not have the appropriate knowledge and experience to fully understand the risks involved.

21.4. The Client declares that he/she has read, understood and accepted the information on the Company's risk disclosure, as made available on its website.

22. Financial Information and Responsibilities

22.1. The Company shall not be liable for any losses that the Client, or third parties, may incur due to inaccurate or incorrect financial information made available on the Website.

22.2. It is the Customer's sole responsibility to verify the accuracy and reliability of the information available on the Website, comparing it with other reliable sources. The Company shall not be liable for any claim, cost, loss or damage of any nature whatsoever allegedly caused by the information provided on the Website or by the sources of information used by the Website.

22.3. The Client agrees and accepts that any verbal information provided regarding his/her Trading Account may be partial and unverified. The Client assumes full risk and responsibility for any decision made based on such information. The Company does not guarantee that prices or other information provided through its trading software or by any other means are accurate or reflect current market conditions.

23. Processing of Trading Requests and Orders

23.1. The processing of the Client's requests and/or orders follows the procedures described below:

23.2. After the submission of a request or order by the Client, these are subjected to a validation test on the Trading Platform.

23.3. Once validated, the request or order is transmitted from the Trading Platform to the Company's server.

23.4. The request or order is then subjected to a second correction test on the server to verify its validity and compliance.

23.5. After validation on the server, the results of the patch test are sent back to the Trading Platform.

23.6. If the connection between the Trading Platform and the server is proper, the Trading Platform will receive the results of processing the Client's request or order through the Company.

23.7. Processing time may vary depending on the quality of communication between the Trading Platform and the Company's server, as well as market conditions. Under normal market conditions, processing time usually ranges from 0 to 4 seconds. Under adverse market conditions, the processing time for the Client's orders or requests may be longer.

23.8. The Company's server may refuse the Client's request or order in the following cases:

23.8.1. If the Client submits the order before the first quote is made available on the Trading Platform at market opening;

23.8.2. If there are not enough funds in the Client's account to open a new position;

23.8.3. If the Client sends the request or order before the opening of the trading session;

23.8.4. If market conditions are abnormal, such as in cases of significant volatility, market instability, or any other situation that prevents the Company from providing its services in an orderly manner, including situations where the Company cannot receive data or receives incorrect data from its service providers.

23.9. When using the Trading Platform, the Client is authorized to trade with only one browser tab open. Simultaneous use of multiple tabs may result in correction or cancellation of trading results.

24. Quotes

24.1. The Client acknowledges and accepts that the only reliable source of information about quote flows is the Company's main server. The quotes displayed on the Trading Platform cannot be considered a reliable source of information about the true quote flow, especially in cases of unstable connection between the Trading Platform and the Company's server, which may result in delays or failures in the transmission of quotes.

24.2. The charts presented on the Trading Platform are merely indicative. The Company does not guarantee that transactions will be executed at the same quotes specified on the charts of the Trading Platform at the time of submission of the Client's trading orders.

24.3. The quote displayed on the Trading Platform is calculated using the following formula: $(\text{Bid} + \text{Ask}) / 2$.

24.4. The price displayed on the Trading Platform that does not correspond to the market price in effect at the time of the transaction is considered an “Off-Market Price”.

24.5. In the event that the Company executes a Client’s order or request based on an Off-Market Quote, the Company shall take the following measures:

24.5.1. In cases of closing positions, the Company will correct the financial result by adjusting it between the incorrect closing value of the position and the closing value corresponding to the actual market price at the time of the transaction.

24.5.2. In cases of opening positions, the Company reserves the right to cancel the financial result associated with the positions opened based on Off-Market Quotes.

25. Copyright

25.1. Ebinex LLC is a global brand operated by Ebinex LLC, a company registered under number 3195 LLC 2023, with Registered Agent St. Vincent Trust & Escrow Ltd and registered address at Euro House, Richmond Hill Road, Kingstown, St. Vincent and the Grenadines (hereinafter referred to as “We”, “Company” or “Ebinex LLC”). We are the controller and responsible for the data provided by the Client when registering for a Trading Account, Demo Account and/or when using any other services offered through the Website (hereinafter referred to as “Website”, covering both desktop and mobile versions).

25.2. The Company owns all intellectual property rights relating to the Website and the material on it, including, but not limited to, copyright, database rights and trademarks. Any rights not owned by the Company belong to third parties and are protected by copyright laws and international treaties. All such rights are reserved.

25.3. All copyright, database rights, trade marks and any other intellectual property rights in the content of the Website, in any format, belong to the Company or third parties

including, but not limited to, the Company's licensors and suppliers. The material and content on the Website, which may or may not be identified by intellectual property symbols, includes, but is not limited to, designs, photographs, graphics, drawings and text. The absence of such a symbol should not be construed as a waiver of the intellectual property rights of the Company or any third party.

25.4. The Ebinex LLC trademark (including its stylized forms) is registered internationally.

25.5. The use of the name Ebinex LLC, any trademark, or other intellectual property rights of the Company, without the prior express written approval of the Company, is strictly prohibited in all forms. Prohibited acts include, but are not limited to, copying, duplicating, publicly displaying, altering, advertising, transmitting, transferring, selling or delivering the trademarks or any intellectual property rights, in whole or in part, to third parties, as well as the distribution, including publication on the Internet or any commercial use of the trademarks/intellectual property rights, in whole or in part.

25.6. Any reference to, display of or use on the Site of trademarks or any intellectual property rights not owned by the Company but by third parties (hereinafter "Third Party Intellectual Property") is reasonable and limited to (a) descriptive and informative purposes and (b) to the minimum necessary. Third Party Intellectual Property is displayed on the Site only to provide a simple description of the third party services/products used by the Company in the performance of its contractual obligations.

25.7. For the sake of clarity, the mere description of Third Party Intellectual Property is not of a commercial nature and serves only to uniquely identify such products or services, without implying a comparison with the Company's products or services, nor representing an advertisement or promotion.

25.8. The Company and the owners of Third Party Intellectual Property (excluding official licensors, partners, suppliers) are not affiliated, partnered or endorsed with each other unless expressly stated on the Site, and have no licensing, marketing or other obligations to each other unless expressly stated otherwise.

25.9. Unless expressly stated otherwise, any materials or messages, including without limitation ideas, know-how, techniques, marketing plans, information, questions, answers, suggestions, emails and comments (hereinafter referred to as “Information”) provided by the Customer to the Company will not be considered confidential or proprietary to the Customer. The execution of the Agreement authorizes the Company to use all Customer Information (except Personally Identifiable Information) in its sole discretion, without the need for additional permission from the Customer or payment of any compensation.

25.10. The Customer undertakes to ensure that any notice, message or material provided to the Company is appropriate and does not infringe on the rights of others, including proprietary rights. The Customer must refrain from uploading or sending any illegal, harmful or disruptive material and is strictly prohibited from taking any action that may cause damage to the Company.

26. Third Party Content and Sites

26.1. The Site may include general information, news, commentary, quotes and other information related to the financial market, as well as advertising content. Some of this information is provided to the Site by companies not affiliated with the Company.

26.2. The Company does not provide investment analysis or research. All news, comments, quotes and other information relating to financial markets published by the Company are of an exclusively promotional or marketing nature.

26.3. The Company does not prepare, edit or promote information, links or other content provided by non-affiliated companies.

26.4. The Company is not responsible for the content of any third party websites, nor for the actions or omissions of their owners, or for the content of third party advertisements, including sponsorships on such websites. Links to other websites are provided for informational purposes only. Any Client or potential Client using such links does so at his/her own risk.

27. Processing Client Orders for Opening Positions

27.1. If the amount of funds available on the Client's account is sufficient to open a position, the position will be opened.

27.2. If the amount of funds available on the Client's account is not sufficient to open a position, the position will not be opened.

27.3. The Client's order to open a position is processed and the position is opened only after the corresponding registration in the server's history file. Each new opened position is assigned a unique serial number.

28. Processing Client Orders for Closing Positions

28.1. Closing of a trading position occurs at the current price recorded on the trading server at the time the closing operation is executed.

29. OTC Assets

29.1. An OTC Asset, or “over the counter”, is an asset traded outside of regular markets (hereinafter referred to as the “Asset”).

29.2. The price of the Asset is determined based on the data of trading requests and Clients’ orders received by the Company.

29.3. The Client agrees that when placing trading requests and orders on such Assets, he fully understands the nature of the functioning of such Assets and the algorithm used to calculate their price.

29.4. The Client acknowledges that when placing trading requests and orders on such Assets, the only reliable source of information on quotes is the main server of the Clients' trading orders.

30. Fraud

30.1. If the Company has reasonable suspicions or concrete evidence that the Client is involved in fraudulent activities, the Company may adopt the following measures:

- i. Account Blocking: The Company reserves the right to block the Client's account without prior notice.
- ii. Withdrawal Barrier: The Company may prevent the Client from making further withdrawals of funds.
- iii. Termination of the Contract: The Company may unilaterally terminate this Contract, without prior notice, and adopt other measures it deems necessary to protect its interests, including extrajudicially.

30.2. Activities considered fraudulent include, but are not limited to:

- i. Fraud associated with transactions carried out using credit cards or other deposit methods not owned by the Customer.
- ii. Use of software for the purpose of manipulating or obtaining false trading results.
- iii. Exploitation of errors or system failures in order to obtain undue advantages.

30.3. The Company reserves the right to adopt any additional measures it deems necessary to protect its interests in cases of fraud.

31. Benefits Offered by the Company

31.1. The Company may, at its sole discretion, provide benefits to customers, including but not limited to VIP status, participation in tournaments and other privileges ("Benefits"), subject to compliance with the established conditions.

31.2. The Customer acknowledges and accepts the following terms in relation to the Benefits:

31.2.1. The Company reserves the right, at any time and without prior notice, to change or cancel any of the Benefits provided, for any reason it deems relevant, always respecting the contractual obligations already assumed.

31.2.2. The conditions for receiving Benefits may be changed at any time by the Company and may vary according to the region where the Client is located, in accordance with applicable local legislation.

31.2.3. The Client is strictly prohibited from abusing any privilege provided by the Company, such as creating multiple trading accounts to claim Benefits improperly. Detection of such behavior may result in sanctions, including cancellation of Benefits and other corrective measures, in accordance with the Company's compliance policies.

31.2.4. The Client has the right to stop receiving Benefits at any time by sending a request to the email address provided by the Company: support@ebinex.com. The Company undertakes to process this request in accordance with the LGPD, ensuring that the Customer's personal data is treated in a secure and appropriate manner.

32. Exchange

32.1. Where the execution of orders requires currency conversion and debiting of the Client's Trading Account, the Company reserves the right, at its sole discretion, to debit the Client's Trading Account for the equivalent amount of the transaction in the currency of the said Account.

32.2. For the execution of payments, when the currency of the Trading Account is different from the payment processing currency, the Company will perform currency conversion for each transaction using the exchange rate prevailing at the time of conversion. This exchange rate will include any currency conversion fees specified in the Company's General Fees Policy.

32.3. The Client confirms and agrees that he/she assumes all risks associated with such conversions, including, but not limited to, the risk of potential losses arising from fluctuations in exchange rates. The Company is not responsible for any variations in exchange rates that may impact the final value of the transactions carried out.

33. Changes to Terms

1. Ebinex may modify these Terms at any time. Any changes will be effective upon posting on the website. Continued use of the services after the change will be deemed acceptance of the new Terms.