

XPOKEN

Terms of Use

The provisions of this Terms of Use (referred herein as “the Agreement”) are the official terms and conditions of Xpoken (referred herein as “the Company”). Xpoken LTD operates under the official website Xpoken.com (referred herein as “the Site”) and with registered address at Stoney Ground Road, Kingstown, St. Vincent and the Grenadines.

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

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

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

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

1. Subordination and Binding Effect

1.1. Accomplishing the official registration and other relevant procedures is an acknowledgment and consent to the authority of this Agreement. Therefore, the Client is automatically bound to the Agreement and its provisions, including any future amendments until terminated accordingly.

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

1.3. Unless indicated elsewhere herein, the Company holds the right to amend the terms of this Agreement at any time. The Company may proceed, without the obligation, to give the Client written prior notice of the said amendment.

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

1.5. Additional agreements may be provided to the Client during his/her trading activity. The Client must comply with the terms of those agreements. Failure to do so will lead to a delay in settlement and imposed penalties.

1.6. The Client is responsible for complying with the terms of this Agreement and with the terms of other supporting policies and additional contracts as provided throughout his/her trading course.

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



2. Intellectual Property

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

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

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

3. Client Suitability and Appropriateness

3.1. The Client acknowledges his/her responsibility to act in compliance with the laws of the local jurisdiction. The Client carries full responsibility for assuring that the services received from the Company are in accordance with his/her country laws and will be accountable for his/her actions. The Client hereby declares that he/she is of legal age, aware of his/her actions, and in legal competence to be a Client of the Company.

3.2. The Client declares that he/she is not involved in politics or connected to a politician. The Company will initiate an immediate closure of accounts belonging to users who have any political attachment, all in compliance with the Anti-Money laundering Law. The Company will have the right to cancel or reject any request for access to the services should any violation of the terms mentioned in this Agreement occur.

3.3. The Client hereby declares that the funds he/she deposits or uses for trading with the Company are legally gained and must be in the form of real money. The Client may also deposit funds using cryptocurrencies as long as digital currency transfers are available at the appropriate time. The Client understands and consents that amassing interests from his/her trading account is forbidden.

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



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Trading instruments such as CFDs and other assets are highly leveraged products which may not be for all types of investors. You acknowledge the potential risks and costs when using the Services of Xpoken.com. Do not invest more than what you can afford to lose. Seek independent advice if necessary.

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

4. Use of the Services

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

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

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

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

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

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

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



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

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

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

5. Market Trading Conditions

5.1. The Client is fully aware that trading in the financial market carries substantial and variable risks. This declaration gives only partial disclosure of the risks that derive from trading and leveraged assets. The Client accepts this Agreement of his/her own accord, after having reviewed this Agreement thoroughly and having had ample opportunity to receive legal or other advice, and the Client fully appreciates the contents and meaning hereof.

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

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

5.4. Due to the nature of the financial market, the Company is entitled, at every given time, to change the quoted prices, swaps, leverage, rollover fees, commissions, contract sizes, and spreads, and such modification is effective immediately without prior notice.

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

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

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



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

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

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

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

5.12. The minimum balance for maintaining an active trading account is \$100.00. Failure to meet the requirement will drag limitations on the account or a definite closure of the account. The Client hereby affirms that he/she can meet the mentioned requirement.

5.13. The Client consents that there are specific quotas for each trading account type, which are determined in shares per asset. The Company may charge the Client a separate fee if he/she does not reach the required quota. In addition, this will lead to limited access to the Company's services.

5.14. In the trading platform, statistics are only counted for positive transactions after deducting the total negative. A positive growing dynamic is a difference between closed positions in profit that do not surpass the negative open positions.

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

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

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

6. Use of Investment Advice

6.1. The Company cannot give guaranteed advice to the Client in any form about the possible results of a transaction. The Client agrees and acknowledges that any of the services provided by the Company does not come with any investment advice regardless of services offered, including access to financial instruments, derivatives, and underlying markets. Furthermore, the Company is not responsible for providing legal counsel or advice about the use of the trading platform.



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

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

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

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

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

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

6.7. The Client agrees to have the necessary knowledge to make his/her evaluation of the risks of using the Site. The Company's services are without warranty and may not meet the Client's requirement. Accuracy of information, commentary, or any related material provided is not guaranteed, and the Client acknowledges, by his/her use of the Site, that the platform may not work error-free or uninterrupted.

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

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



7. The Site, Online Trading System, and Safety

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

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

7.3. The Client hereby acknowledges and agrees that he/she shall not take any form of illegal activities while using the trading platform. Actions such as arbitrage, usage of expert advisers, and platform manipulation are highly forbidden, including high-frequency trading, except when combined with specific indicators. Some trading strategies are only permitted when applied to particular markets, and wherein the case of scalping will only be allowed in trading currency pairs. Trades that will not comply with the restrictions can be canceled. The Company reserves the right to close or cancel trading accounts, including writing off all the profit or freezing it if the Client is involved in any prohibited activities.

7.4. The Company will take action to close trading accounts of Clients if their contracts or other derivatives have reached the expiration date. Trades under 10 minutes are viewed invalid and will be canceled unless reserved with a relevant provider, where the profit may otherwise be written off. However, this excludes trading accounts that qualify for statistical requirements or in a case where the Client can transfer to a substitute liquidity provider.

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

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

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

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



8. Reservations on the Company's Responsibilities

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

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

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

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

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

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

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

- A.)** Any mistakes and miscalculation in the usage and handling of the Company's Online Trading System
- B.)** Any continued or prolonged delay by the Client Terminal
- C.)** Arrangements, negotiations, and settlements that are made through or by the Client Terminal
- D.)** Any event where the Company fails to fulfill its obligations under the Agreement that leads to a Force Majeure, or any similar occurrences beyond the Company's control
- E.)** Any event where any third party has committed an act of negligence or exclusion



- F.)** Misuse and mishandling of any information made and given by the Company to the Client
- ea.** Access Data
- G.)** Every order or instruction made under the Client's Access Data
- H.)** Prohibited engulfment of any accessible information via a third party or a third person such as electronic addresses, electronic communication, personal data, and Access Data through the means of the internet or other network communication facilities
- I.)** Any event where an Order for Execution is postponed or suspended
- J.)** Currency uncertainty and unpredictability
- K.)** Failure to meet the set deadline
- L.)** Risks and unpredictability that relate to derivatives trading
- M.)** Any omission and swings on the current tax rates
- N.)** Any event where the Client takes guidance and direction through or on Trailing Stop and Expert Adviser, which is considered as illegal trading

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

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

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

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

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

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

9. Acknowledgment of Risks and Consents

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

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

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

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

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

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

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

9.6. The Client affirms that the proceeds and funds he/she uses were not acquired illegally or through fraudulent activities and are not used to reinforce and finance terroristic behaviors and terrorist groups.

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

- A.)** The funds used are free of charges and other similar obstructions.
- B.)** The Client agrees to understand their chosen type of Financial Instrument and accept the risks that come with it.
- C.)** The Client vows that he/she is not Politically Exposed.
- D.)** The Client acknowledges that the current market and the Financial Instruments will hold no restriction but seldom consider the Client's nationality and religion.

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

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

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



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

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

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

10. Personal Information, Data, Communications, and Other Records

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

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

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

10.4. The Client acknowledges and confirms that all types of communication between the Company and Client (e.g., Telephone conversations, SMS, email, and so) are recorded and saved by the Company. Furthermore, the Client understands and gives his/her full consent that the recordings may be used in the future as validation for communication between the Parties.

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

- A.)** Request from the law or high court.
- B.)** Regulatory law requests from the jurisdiction that has the power over the Company and its associates.
- C.)** Third-party execution where orders and other ancillary purposes require such information.
- D.)** An investigation by related authorities in the prevention of illegal activities such as fraud and money laundering.
- E.)** Professional advisors from the Company with the confidential nature of the Company being informed beforehand.



F.) Company affiliates to provide complete services to the Client.

G.) Third parties in charge of maintaining and processing the system database, as well as record keeping companies and other similar service providers.

H.) Authorized organizations for legal purposes.

10.6. The Company is working closely with various financial institutions (banks, credit card companies, and fintech companies) as part of the regular course of business. Therefore, the Company and its affiliates are entitled to obtain records of the financial transactions made by the Client.

10.7. The Company is not obliged to provide the Client with any information or records, including internal documents, and therefore may decline requests from the Client to protect the data privacy of the Company and to prevent the illegal use of data.

10.8. In some cases, the Company may request additional documentation requirements to further verify the Client's identification or transaction. Documentation may vary among countries where the Client resides. The set of required documents may also vary depending on the payment method used by the Client, as required by the payment provider. The Client must comply accordingly with the additional documentation request to avoid issues in his/her trading course.

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

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

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

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

11. Commissions, Fees, and Other Expenses

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

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



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

11.4. The Client is held solely responsible for any filing, tax returns, and reports on any transaction which should be made for any and every relevant authority. The Client is liable for paying all taxes, whether brought about by or in connection with the transaction made with the Company.

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

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

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

11.8. The Client confirms and agrees to pay commission to third parties that assist in initiating and sustaining a business relationship between the Company and third-party providers. This includes discounts, commissions, spreads, and profit-sharing. The Company may apply a 4% annual interest rate, excluding the daily interest rate as determined based on the status of the trading account.

11.9. Deals of shares that were not completed in the trading platform will be debited with 1% to 5% (based on the leverage of the trading asset), where the amount in percentage will be deducted from the trading account. The Client fully understands, agrees, and confirms that the Company can stop an ongoing trade gradually in order to make up or minimize the floating loss from the total floating profit or variable profit.

12. Credits and Bonuses

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

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

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



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

13. Trading Account

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

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

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

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

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

13.6. The Company holds the right to charge a specific amount for account maintenance of the trading account that has idly existed for a year or more; this is to maintain the Client Account and keep it open and is for the existing bank charges and other related entrustments.

13.7. The Company is entitled to close the Client's account and to charge the Client a maintenance fee if the account continues to be inactive for a year or more. An inactive account will result in a fee. Notification regarding the inactivity fee will be given to the Client via email before the actual deadline.

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

13.9. During the account closure procedure, the Company may apply several actions on the account:

- A.)** Daily fees for non-activity.
- B.)** Cancellation of profits generated from the received credit funds if the Company finds out unsettled obligations from the Client's side.
- C.)** The bonuses received on the credit funds on the trading account might be deducted from the total Equity of the account.
- D.)** Account closure fees in case of unsettled obligations towards the Company.
- E.)** The signing of account closure confirmation.

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

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

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

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

14. Deposits, Withdrawals, and Refunds

14.1. Any client of the Company may deposit money into their respective account at any time possible. Deposits can be made through the methods accepted by the Company, as indicated on the Site. The available deposit methods may vary per country and account type. The Company only allows deposit transactions of real money and may also offer cryptocurrency deposits. However, the accepted digital currencies may also vary and change from time to time.

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

14.3. Furthermore, the Company will also have the power to decline any third-party or anonymous payment transactions for the Client's trading account.

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

14.5. The Company will have the right to reject any transactions if it is either lacking in requirements, illegal, or merely unauthorized. The Company will consequently send back or return these funds despite the transfer fees or any other charges experienced during the whole process. The Company shall also send funds back the same way they are transferred to the Company.

14.6. If a Client wishes to transfer a specific amount to another one, both parties should sign and submit a particular instruction form to the Company requesting such a transaction.

14.7. In the event where the Client wishes to transfer funds between two different trading accounts, he/she must submit an official request, asking for the approval of the Company. Approval is reliant on both trading accounts being verified and without outstanding dues.

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

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

14.10. The Company may put limitations on withdrawal requests or limit the withdrawals of a specific account. The Client should be aware that the minimum amount for withdrawal requests via international Wire Transfer is \$50.00 and above. The Client agrees to comply with the Company's instructions to avoid restrictions on the account or legal implications due to negligence.

14.11. Once the Client fully meets the requirements, including, but not limited to, below for the specified transaction, the Company will then process the request within two business days:

- A.)** The withdrawal method with the correct and authorized data provided by the Client.
- B.)** A banking instruction directing the Company to transfer funds to/from the Client's account
- C.)** The Client has an available balance available for withdrawal, of which the minimum amount shall be determined by the method of receiving.
- D.)** The Client should not have any pending or open trades in his/her trading account.

14.12. The Company retains the right to abrogate any withdrawal request if:

- A.)** An accurate and complete bank identification details were not received from the Client two months before the date of the withdrawal request.
- B.)** The required document/s or information needed to process the withdrawal were not received from the Client two months before the date of request.
- C.)** The Company has not been able to reach the Client via emails or calls for over two months after the withdrawal request.

14.13. Aailed bonuses or credits will be deducted accordingly from the Client's trading account when making a withdrawal. The amount of the deducted bonus or credit is reliant on the equivalent percentage of the withdrawal amount.

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

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

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

15. Third-Party Access

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

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

15.3. The Client hereby acknowledges and agrees that he/she shall bear the full responsibility for assigning a third party for monitoring and reviewing his/her trading account activity. Furthermore, the Client will be liable for any losses in the trading account made by the assigned representative. This is also valid in cases of abuse of authorization and fraudulent activity by the appointed representative. The Company may annul in any given time the nomination of the assigned representative or the prior approval that was provided by the Company.

16. Complaint and Conflict Resolution

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

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

16.3. In order to file a complaint, the Client is requested to contact the Company's customer service by sending an email to info@xpoken.com. The email must include a detailed complaint, specifying what happened, when it happened, and, if needed, backed up with evidence. The Client is obliged to use the registered email, known by the Company, for identification and further assistance by the Company. Not doing so will release the Company from any obligation to process the complaint. The Company undertakes to answer within 30 days from the date the claim was submitted. In case the Client has limited access to his/her registered email, he/she must directly inform the Company by email before submitting his/her discrepancy request.

16.4. The Company will review the complaint in the following 30 days from the date it was submitted. During this period, the Client must not make public statements regarding the claim on other websites (such as social media, forums, review websites, and the likes). Failure to do so will result in a fine for reputational damage, where the minimum amount the Client will be obliged to pay is \$1,000.00 and can go up to \$500,000.00, depending on the severity of the violation.

16.5. For the Client to reserve his/her rights to mitigate any losses, he/she must comply with these actions. If the Client fails to do so, he/she will be responsible for the consequences of his/her actions. This is despite the future impact of profit or loss on the total result of the profit and loss.



16.6. The Client will fully cooperate with the Company to get to a mutual understanding regarding the dispute. The Client acknowledges and consents that intimidation and extortion against the Company are forbidden. Such actions justify putting an end to the negotiations and terminate at once all business collaborations between the Parties.

17. Termination and Cancellation of Service

17.1. Termination of this Agreement will be approved only after receiving a written request from the Client, specifying the reason for termination. The request needs to be sent to email, and the Client must take action to close all existing obligations to the Company. The Company will review the request within 14 business days and will confirm the Client thereafter.

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

17.3. In the event of termination of this Agreement, the Client must act to fulfill all existing obligations. After the termination of the Agreement, the Company may demand the Client to complete additional responsibilities regarding the agreement period. The Client must fulfill all his/her obligations in order to avoid the Company from taking disciplinary measures, e.g., Revoking his/her accumulated profits. The Company is free to make modifications and alter the Agreement before the termination without prior notice.

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

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

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

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

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

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

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

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

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

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

- A.)** Offset bonuses or credit funds from the total balance in the trading account.
- B.)** Freeze the profits derived from the credit funds or bonuses despite the ongoing commitments of the Client.
- C.)** Charge daily fees for inactivity.
- D.)** Charge termination fees in case of unsettled obligations of the Client.
- E.)** Abolish this Agreement and execute any, if not all, of the actions stated in the Termination of Agreement.
- F.)** Amalgamate all the Client's existing accounts and integrate all the remaining balance of the said accounts in an effort to indemnify the reported balances.
- G.)** Suspend or thoroughly close the Client's account.

- H.)** Apprehend and hold the Client's ability and power to access the Company's online trading platform system.
- I.)** Eliminate and adjourn every Open Position.
- J.)** Decline the Client's orders.
- K.)** Decline the Client's request to create a new account.

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

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

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

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

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

17.13. A request for Agreement termination or cancellation of services will not relieve both parties from the agreed and existing legal obligations. Furthermore, invoking Force Majeure might only defer the legal obligations herein of the relevant party. The Company has the right to establish an extended period before the concerned party can entirely terminate this Agreement and other contracts, where obligations may continue after a certain period of recovery as applicable.

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