# 1. Introduction

AL Royal Brokers FX ("We" or the "Company") is a licensed and regulated entity under the **Anjouan Offshore Finance Authority, Comoros**, operating under **License Number L15607/ALRB**.

The Company provides its services strictly in accordance with the following **Terms and Conditions** ("Agreement"). These terms are **non-negotiable** and may be amended at the Company's sole discretion, provided that proper notice is given to you (the "Client"), subject to the provisions outlined below.

This Agreement, together with the **Privacy Policy**, **AML Policy**, **Risk Disclosure**, and any other legal documents, constitutes a legally binding agreement between the Client and the Company. These documents are available on our official website: <u>https://www.arbfx.ai</u>.

By accepting this Agreement on the Company's website, the Client confirms that they have read, understood, and agreed to be bound by its terms. This Agreement governs the use of the trading platform and all transactions between the Client and the Company. Clients are advised to **retain a copy of this Agreement** for future reference.

# 2. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below, unless the context requires otherwise. These terms may be used in singular or plural as appropriate:

- Access Codes The username and password provided by the Company to the Client for accessing the Trading Platform.
- Account Any trading account opened by the Company for the Client.
- Account Statement A periodic statement reflecting the transactions credited or debited to an Account.
- Available Margin Funds not currently used as a guarantee for open positions, calculated as follows:
  Available Margin = (Equity + Outstanding Extra Margin) Used Margin.
- **Balance** The total amount held in the Client's Account at a specific point in time.

- **Bank Account** A bank or financial institution account where the Company holds funds on behalf of the Client, either in the Client's name or in the Company's name but segregated from the Company's own funds.
- **Client** The natural person, legal entity, or firm that has accepted this Agreement.
- **Financial Markets** International markets where the exchange rates of currencies and other financial assets (including commodities) are determined through multi-party trading.
- Financial Instruments Any financial instruments offered by the Company.
- Introducing Broker (IB) A person, including employees, subsidiaries, sub-agents, and affiliates, who is compensated by the Company for referring Clients.
- Website The Company's official website: www.arbfx.ai.
- Order Includes Market Orders, Limit Orders, Call, and Put orders.
- **Position** An open transaction for the sale or purchase of a Financial Instrument held in an Account that has not yet been closed.
- **Spread** The difference between the purchase price ("ASK" rate) and the sale price ("BID" rate) of a given Underlying Asset at a specific moment.
- Trading Conditions The specific trading conditions outlined on the Company's website, including trading hours, minimum and maximum order sizes, corporate actions, expiration dates, margin requirements, instrument specifications, bonus terms, and trading rules.
- **Trading Platform** The information, software, and hardware system used by the Company to provide trading services to the Client, specifically **MT5**.

If there is any conflict between the provisions of this Agreement and applicable Laws and Regulations, the Laws and Regulations shall prevail.

### **3. Assignment**

This Agreement is **personal to the Client**, who **may not assign, transfer, or sublicense** any of their rights or obligations under this Agreement.

The Company, at its sole discretion, **may assign or transfer** any of its rights or obligations under this Agreement to any legal or natural person at any time.

A third party who is not a party to this Agreement has no rights to enforce any of its terms.

### **4. Provision of Services**

Subject to:

- 1. The terms and conditions of this Agreement,
- 2. The Client's acceptance of this Agreement and any other applicable documents required by the Company, and
- 3. The Company's acceptance of the Client's application to open an Account,

#### The Company will:

- **Open an Account** in the Client's name and allow access to the Trading Platform.
- Act as a counterparty for the Client's Transactions.
- Provide additional services at its sole discretion.

#### Official Language & Legal Binding

- The Company's official language is **English**, and Clients should refer to the Company's official website <u>www.arbfx.ai</u> for accurate information.
- Translations in other languages are for marketing purposes only and are not legally binding.
- This Agreement is a **distance contract**, meaning **a physical signature is not required** for it to be legally binding.
- Clients who wish to obtain a **signed copy** may send two original signed copies to the Company for stamping, with one copy returned to the Client.

#### No Investment Advice

- The Company **does not provide investment advice**. Any information shared is for informational purposes only and **should not be relied upon** as financial, legal, or tax advice.
- The Client is **solely responsible** for their investment decisions, strategies, and any resulting tax consequences.

#### **Execution of Orders**

- The Company acts as a **Market Maker** (principal) and may:
  - Hedge positions with other financial firms.
  - Offset positions.
  - Retain proprietary positions for trading profits.

#### **Regulatory Compliance & Legal Responsibility**

- The Client must ensure that using the **Trading Platform** and **Services** complies with **applicable laws** in their jurisdiction.
- The Company **does not provide legal assurances** regarding the legality of its services in the Client's country.
- Clients are **responsible for seeking legal advice** to confirm compliance with local regulations.

#### **Company Discretion on Market Information**

- The Company may provide **news**, market commentary, or reports, but:
  - It **does not guarantee** their accuracy.
  - They do not constitute investment advice.
  - Clients **should not rely** on them for trading decisions.
- The Company reserves the right to withdraw or change market commentary at any time.

#### **Account Management & Fund Transfers**

- If a Client has multiple accounts, the Company may treat them as a single account.
- The Company reserves the right to transfer funds between the Client's accounts to meet margin requirements or cover liabilities, even if this results in the closure of open positions.

## **5. Acknowledgment of Risks**

#### **General Risk Statement**

The Company's services are **only suitable** for experienced traders who **fully understand the risks** involved in trading **Forex**, **CFDs**, **and other derivatives**.

#### Clients acknowledge and accept that:

- The value of investments can fluctuate and may result in a total loss of capital.
- The use of historical data does not guarantee future performance.
- When trading in foreign currencies, exchange rate fluctuations may impact profitability.
- Certain **financial instruments may not be easily liquidated**, leading to difficulties in exiting a position.

#### High-Risk Nature of Forex & CFDs

- Leverage (Gearing): A small price movement can magnify gains or losses.
- Margin Calls: Clients may be required to deposit additional funds at short notice to maintain positions.
- Liquidation Risk: Failure to meet margin requirements may result in the forced closure of positions at a loss.
- Financing Costs (Swap): Holding positions overnight may incur financing fees, which can be significant over time.

#### Market Risks

- Forex, CFDs, and derivatives are **highly volatile** and may experience **large price fluctuations**.
- Trading in unregulated markets increases counterparty risk.
- The Company acts as a Market Maker, meaning Clients must close positions with the Company.

#### **Regulatory & Custodial Risks**

- Client funds may be **held in segregated accounts**, but segregation **does not guarantee complete protection** in the event of insolvency.
- Omnibus accounts used by third parties may expose Clients to additional risks in case of the third party's failure.
- The Company is **not liable** for deposits made through unaffiliated third parties.

#### No Ownership of Underlying Assets

• Trading derivatives does not grant ownership of the underlying asset.

• CFDs on virtual currencies are highly volatile and may lose their entire value.

#### Legal & Tax Implications

- Clients are **solely responsible** for complying with tax obligations and regulatory requirements.
- The Company **does not provide tax advice**.

#### **Limitations of Market Information**

- Generic market insights are not personalized recommendations.
- The Company is not liable for decisions based on its reports.

#### Technical & Operational Risks

- **Password security:** Clients must **keep login credentials secure**, as trades executed using their credentials remain their responsibility.
- **Pricing errors:** The Company reserves the right to **correct any quoting errors** affecting account balances.
- **Trading costs:** Clients should be aware of **spreads, commissions, and fees** that impact profitability.

#### Force Majeure & Additional Risks

- The Company is **not liable** for financial losses due to **unforeseen events** (e.g., market disruptions, natural disasters).
- Clients acknowledge that **additional risks** may exist beyond those outlined in this Agreement.

## 6. Account Opening

The following individuals and entities **are not eligible** to open an Account, use the Trading Platform, enter Transactions with the Company, or access any of its services:

- 1. **Minors** Any person under the age of 18 or below the legal age of consent in their jurisdiction, whichever is higher.
- 2. Sanctioned Individuals & Restricted Jurisdictions Any person:
  - Listed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons List.

 Residing in jurisdictions where CFD trading or leveraged financial trading is illegal.

Residing in jurisdictions where the Company, at its sole discretion, chooses not to offer services, including but not limited to:
 United States, Afghanistan, Belarus, Burma, Central African Republic, Congo, Cuba, Iran, North Korea, and other countries subject to U.S. economic and trade sanctions.
 A full list of restricted jurisdictions is available on the Company's website.

#### **Registration Process & Client Verification**

- To open an account, the Client must **successfully complete the Registration Process**, as determined by the Company at its sole discretion.
- The Client is required to provide:
  - Identification documents (passport, national ID).
  - **Proof of address** (recent utility bill).
  - **Proof of payment method**.
  - Details on the origin of funds, financial status, experience, and education.
- The Company **reserves the right** to request updated documents and information periodically.

#### **Client's Representations & Responsibilities**

- The Client warrants that all information provided is true, accurate, and up to date and must promptly notify the Company of any changes.
- The Company **may conduct identity, fraud, AML, and credit checks** using its agents, service providers, and regulatory bodies.
- The Company reserves the right to reject any application at its sole discretion.
- Until registration is completed, access to services may be limited.

#### AML & Compliance Measures

If the Company **suspects** that the Client:

- Provided false or misleading information,
- Failed to comply with verification requirements,

• Engaged in suspicious activities related to money laundering or terrorism financing,

The Company reserves the right to:

- Freeze the Account (restrict deposits, orders, or withdrawals).
- Close open positions and refund remaining balances.
- Take further actions as required by law.

#### Limited Access & Restrictions

- The Company **may provide** restricted accounts (e.g., read-only, limited trading volume) until verification is complete.
- Failure to comply with verification requirements **may result in termination of services**.

## 7. Client's Warranties & Representations

The Client warrants and represents to the Company that:

#### Legal & Personal Capacity

- The Client has read and fully understood this Agreement.
- The Client is **legally of age** and is of **sound mind** and **capable of making financial decisions**.
- The Client is **authorized** to enter into this Agreement and fulfill its obligations.

#### Client Identity & Relationship with the Company

- The Client **is not** an employee, director, associate, agent, affiliate, or relative of the Company or any of its affiliates.
- The Client **is not** employed by a firm whose securities are the **underlying assets** of a CFD offered by the Company.

#### Financial Awareness & Risk Acknowledgment

- The Client understands the **risks of trading financial instruments** and acknowledges the possibility of **losing their entire investment**.
- The Client accepts full responsibility for any losses and waives any claims against the Company and its affiliates.

#### **Accuracy & Compliance**

- All personal and payment details provided by the Client are **accurate and up to date**.
- The Client will not use the Trading Platform for any illegal activities, market abuse, or unfair trading practices, including:
  - Price manipulation or latency arbitrage.
  - Holding long and short positions simultaneously (hedging against the Company).
  - Unauthorized automated trading (e.g., Expert Advisors, auto-clickers).

#### AML & Fund Source Declarations

- The Client confirms that **all funds deposited** belong to them and are **free of any liens**, **pledges**, **or encumbrances**.
- The Company may **freeze the account** if there is any suspicion of illegal activity.

#### Account Usage & Security

- The Client **shall not allow** any third party to use their Access Codes or Trading Account.
- The Client is responsible for maintaining security and confidentiality.
- The Client will not use the Trading Platform to conduct unlawful activities.

### **8. Electronic Trading**

#### **Access & Security**

- The Company will provide Access Codes to enable the Client to trade via its Electronic Trading System.
- The Client **must take all necessary measures** to ensure the security and confidentiality of these credentials.
- The Company **is not liable** for losses due to unauthorized access resulting from Client negligence.

#### Trading Platform Availability

• The Company does **not guarantee** uninterrupted access to its Electronic Trading System.

- Access may be affected by:
  - Internet failures
  - Server maintenance
  - Technical disruptions
- The Company is **not liable** for losses caused by system downtime or delays.

#### Unauthorized Use & Restrictions

- The Company **reserves the right** to **limit or restrict access** to its Electronic Trading System if it detects suspicious or unauthorized activity.
- The Client **must not**:
  - Use software or devices that interfere with the Trading Platform.
  - Engage in activities that violate **market integrity** or **the Company's trading rules**.

#### Trading Risks & Execution

- The Client acknowledges that trading involves risks including:
  - **Price latency** Disparities between displayed and executed prices.
  - **Slippage** Executions at prices different from those requested.
  - Market volatility Rapid price fluctuations leading to unexpected losses.

#### **Order Execution & Rejections**

- The Company may refuse orders for various reasons, including:
  - Insufficient funds.
  - Market conditions preventing execution.
  - Orders placed using unfair trading practices.

#### **Corporate Actions & Adjustments**

- In the event of **corporate actions** (e.g., stock splits, dividends), the Company **reserves the right** to:
  - Adjust open positions accordingly.
  - Restrict trading on affected instruments.

#### **Liability Limitations**

- The Company is not responsible for:
  - Losses from system errors, internet failures, or communication issues.
  - Execution of trades based on incorrect or delayed price feeds.
  - Decisions made using inaccurate market data.

#### **Client Responsibilities**

- The Client must:
  - Maintain their trading equipment and ensure stable internet access.
  - Be aware of their positions at all times.
  - Use the Trading Platform in good faith and not exploit system weaknesses.

#### **Manifest Errors & Order Adjustments**

- If an order is executed based on **obvious price errors (manifest errors)**, the Company **reserves the right to**:
  - Adjust trade details to reflect correct market conditions.
  - Cancel erroneous trades if necessary.

### 9. Deposits

- The Company **does not impose a minimum deposit threshold** for funding an Account. However, to open an Account, Clients must deposit a **minimum amount**, as specified on the Company's website. This requirement may change from time to time.
- Deposits are only accepted through the methods available on the Trading Platform. Cash deposits are not accepted.
- Deposits must originate from a bank account in the Client's name or through a payment method linked to the Client's bank account. Deposits from third parties will not be accepted.

#### **Deposit Verification & Processing**

• The Company must verify the **identity of the depositor** before crediting funds to an Account. If the depositor **cannot be verified**, the Company **reserves the right to return the funds** to the remitter using the original payment method.

• The Client acknowledges that the Company is not liable for delays caused by the banking system, financial institutions, or payment providers.

#### **Chargebacks & Fraud Prevention**

- If a **chargeback** is received from a credit card issuer or other payment provider, the Company **may, without notice**:
  - Freeze the Client's Account.
  - Prohibit additional deposits and orders.
  - Decline or delay withdrawals.
  - Close open positions.
  - Deduct the chargeback amount and associated costs.
  - Terminate the Agreement.
- The Company is **not liable for any losses** the Client may suffer due to such actions.

#### Refund & Anti-Fraud Policy

- Refunds **must be requested within 60 days** of the original deposit.
- Refunds for deposits older than **60 days** will be processed in **three monthly installments**.
- If encashment fraud is suspected, a **15% fee** may be deducted before processing the refund.
- If the deposit amount is **large**, refunds **may be processed in multiple installments** over several months.
- If the Client has engaged in activity deemed **unrelated to trading**, or in any **malicious or fraudulent behavior**, the Company **may block the Client's account** without prior notice.
- The Client **agrees not to initiate chargebacks** with their bank or card issuer after depositing funds.
- If the Client does not agree to these terms, they **must submit a written objection** or **schedule an interview with the Company**.

### 10. Withdrawals

- The Client **authorizes the Company** to process withdrawals from their Trading Account, including for settlement of transactions and any other payable amounts.
- Unless otherwise agreed in writing, all withdrawals must be made directly to the Client.

#### Withdrawal Conditions

- The Client may withdraw Available Margin, excluding Extra Margin, rebates, or unrealized profits, provided there are no outstanding obligations.
- Withdrawal requests will be processed **without delay**, subject to **applicable laws** and **compliance checks**.
- The Company may reject or delay a withdrawal request if it suspects:
  - A breach of the Agreement.
  - Incomplete verification or documentation.
  - Regulatory or AML concerns.

#### Fees & Responsibilities

- Clients are responsible for any bank transfer fees incurred when withdrawing funds.
- The Company is **not liable for incorrect payment details** provided by the Client.
- Withdrawals must be made using the same method and to the same remitter as the original deposit. Profits may only be withdrawn to a bank account in the Client's name.

#### **Verification & Reversals**

- The Company reserves the right to request additional documents before processing a withdrawal. If documentation is unsatisfactory, the Company may reverse the withdrawal and return funds to the Trading Account.
- If a deposit is **reversed by the bank**, the Company may:
  - Deduct the reversed amount from the Account.
  - Adjust any transactions that occurred after the deposit.
  - $\circ$   $\;$  Allow the Account balance to become **negative** as a result.

### **11. Margin Requirements**

#### Margin & Leverage

- The Client must maintain sufficient Margin to cover trading positions.
- Leverage Levels are detailed on the Company's website and Trading Platform and may change at the Company's discretion.
- The Company may adjust leverage and margin requirements at any time based on:
  - Market conditions.
  - The Client's risk exposure.
  - Regulatory requirements.

#### Margin Adjustments & Risk Management

- The Company may increase margin requirements during high-risk periods, including:
  - Weekends (Fridays 21:00–24:00).
  - Before major economic announcements.
- The Client **must monitor their Margin levels** and ensure sufficient funds to avoid position liquidation.
- If Margin levels fall below requirements, open positions may be closed automatically.

#### Market Risks & Adjustments

- The Company may:
  - Adjust spreads.
  - Modify leverage settings.
  - Increase margin requirements **without prior notice**.
- Clients **must be aware of the risks** associated with leverage and its potential impact on losses.

## **12. Fees, Commissions, Charges & Costs**

**Trading Costs** 

- Clients must **pay all applicable fees, commissions, and charges**, as outlined on the Trading Platform and Company website.
- The Company reserves the right to amend fee structures at any time without prior notice.

#### **Deductions & Settlements**

- The Company may **deduct outstanding amounts** from the Client's Trading Account to settle:
  - Trading fees.
  - Bank charges.
  - Margin obligations.

#### Late Payment & Default

- Interest may be charged on **overdue amounts**.
- If a Client fails to settle outstanding obligations, the Company may:
  - Liquidate open positions.
  - Transfer funds between Client accounts.

#### **Tax Responsibilities**

- The Client is **responsible for all tax obligations** related to trading profits.
- The Company may deduct or withhold taxes as required by applicable regulations.

#### **Inactive & Dormant Accounts**

- A trading account is considered inactive if:
  - No deposits or trades are made for **three (3) consecutive months**.
- The Company will charge:
  - **\$15 monthly inactivity fee**, deducted until the account balance reaches **zero (0)**.
  - Increased inactivity fees after 12 months of no login activity.
- Dormant accounts with a \$0 balance will be deactivated and archived.

• If a Client reactivates their account, inactivity fees will cease, but previously deducted fees will not be refunded.

### 13. Rollover Fees & Swap Rates

#### **Overnight Financing Charges**

- Open positions held overnight may incur financing fees (swap rates).
- The swap rate is based on:
  - Interest rates (e.g., LIBOR).
  - Market conditions and risk exposure.
- Swap rates are subject to change and should be checked on the Trading Platform.

#### Handling Charges & Rollovers

- All open positions at the end of the trading day will be rolled over to the next day, unless closed by the Client.
- Rollover fees **vary** based on:
  - Whether the position is **long or short**.
  - Economic conditions and market liquidity.
- Swap-free accounts may be subject to a **daily handling fee**.

### 13. Company Liability

- The Company executes Transactions in good faith and with due diligence but is not liable for:
  - Actions, omissions, or fraud by **third parties** executing Client Orders.
  - Loss of opportunity or reduction in the Client's asset value, unless caused by gross negligence, deliberate omission, or fraud by the Company.
  - Any financial institution failures, delays, or errors in fund processing.
  - Losses due to market conditions, external disruptions, or system malfunctions.
  - Indirect or consequential losses, including loss of profits, business, or data.

• The Company's **maximum liability** for any claims **is limited** to the total amount of the Client's deposits **minus withdrawals**.

#### **Client Indemnification**

The Client **agrees to indemnify** the Company, its affiliates, directors, and employees against any claims, damages, or costs resulting from:

- 1. Execution of this Agreement.
- 2. Use of the Trading Platform or Services.
- 3. Breach of this Agreement by the Client.
- 4. Regulatory violations.
- 5. Unauthorized use of Access Codes.
- If a breach is suspected, the Company **may withhold funds**, close the Account, or take **legal action**.

### **14. Events Outside Our Control**

The Company may **declare a "Specific Event"** if **an external event prevents normal operations**. These may include:

- Force majeure: Natural disasters, war, civil unrest, cyberattacks, or pandemics.
- **Market disruptions**: Extreme volatility, regulatory changes, bank failures.
- **Technological failures**: System malfunctions, power outages, internet disruptions.

#### **Company Actions During a Specific Event**

If a Specific Event occurs, the Company **may take any of the following actions without prior notice**:

- Suspend or limit trading.
- Adjust spreads, leverage, or margin requirements.
- Close or modify open positions.
- Restrict withdrawals or account access.
- Amend contract terms.

• Shut down the Trading Platform if necessary.

The Company will **attempt to restore normal operations** but will **not be liable** for any loss or damage caused by such events.

## **15. Complaints Procedure**

- If the Client believes the Company has **breached this Agreement**, they must submit a complaint within **5 business days** via email to **support@arbfx.ai**.
- The complaint **must include**:
  - Client's full name and account number.
  - Date and time of the issue.
  - Description of the dispute with relevant details.
  - Ticket numbers for disputed orders.
- Complaints **must not contain**:
  - Offensive language.
  - Emotional or subjective opinions.
  - Threats or abusive content.
- The Company reserves the right to reject complaints that do not meet these criteria.
- **Dispute resolution timeframe**: Complaints will be reviewed within **5 business days** (which may be extended in complex cases).

#### **Dispute Handling & Evidence**

- The Company's server logs take precedence in resolving disputes.
- If **liquidity provider issues** cause quote disruptions, trading may be restricted to **Close Only mode**.
- The Company may block automated trading (Expert Advisors) if necessary.
- Final decisions on disputes are at the Company's sole discretion.

## 16. Force Majeure

The Company **is not liable** for any failure, delay, or interruption due to force majeure events, including:

- Political or economic crises (war, terrorism, embargoes).
- Regulatory changes (market closures, trading restrictions).
- Natural disasters (earthquakes, floods, pandemics).
- Cyberattacks or IT system failures.
- Financial institution failures (liquidity provider bankruptcy).

#### **Company Actions During a Force Majeure Event**

The Company may take any of the following actions:

- Close out open positions at a reasonable price.
- Modify trading terms (spreads, leverage, margin).
- Suspend or freeze trading accounts.
- Reject or cancel pending orders.
- Refuse withdrawals until stability is restored.
- The Company **will not be considered in breach of contract** for failing to fulfill obligations due to force majeure.

### **17. Events of Default**

An Event of Default occurs if:

- 1. The Client is declared bankrupt, incapacitated, or deceased.
- 2. Regulatory action is taken against the Client.
- 3. The Client fails to provide required documents (KYC/AML compliance).
- 4. The Client fails to meet payment obligations.
- 5. The Client engages in **fraudulent**, abusive, or manipulative trading, including:

- Scalping or latency arbitrage.
- Hedging across accounts to exploit bonuses.
- Abusing the no-negative balance policy.
- Engaging in market manipulation.

#### **Company Actions in the Event of Default**

If an Event of Default occurs, the Company may, without notice:

- Terminate the Agreement immediately.
- Cancel all open positions.
- Block access to the Trading Platform.
- Reject or decline new orders.
- Liquidate positions to settle outstanding balances.
- Reverse profits obtained through abusive trading.
- **Combine multiple accounts** for balance adjustments.
- Take legal action if fraud is involved.

18. Prohibited Use

**Illegal Funds & Unlawful Activities** 

- The Client **must not** use the Trading Platform for money laundering, fraud, or any other **unlawful activities**.
- The Client is prohibited from using the Trading Platform as a money transfer system.
- The Company reserves the right to block or terminate an account without refund if:
  - There is suspicion of fraudulent, abusive, or illegal activity.
  - The Client engages in transactions at **off-market rates**.
- The Company **may report** such activities to relevant authorities, banks, payment providers, and credit institutions.

#### Prohibited Trading & Account Misuse

The following **are strictly prohibited**, and violating them may lead to **account suspension**, fund freezing, and legal action:

- Using multiple names for one account.
- Creating multiple accounts for one person, unless pre-approved by the Company.
- Registering false identities or using fake information.
- Trading strategies that exploit system weaknesses, including:
  - Hedge trading with multiple accounts.
  - High-frequency large-lot trading without prior notice.
  - Manipulative trading around economic events, news releases, or market disruptions.
- Interfering with the Company's operations through any means.
- Unauthorized use of software, bots, or automated tools to exploit market inefficiencies.

The Company **employs advanced security technology** to detect fraudulent activities and **may immediately suspend accounts** found in violation.

# <u>19. Duration & Amendments of the</u> <u>Agreement</u>

- This Agreement **takes effect** when the Client **accepts it** on the Company's Website and remains **valid indefinitely** unless terminated.
- The Company may amend this Agreement unilaterally due to:
  - Changes in laws or regulations.
  - Internal policy updates.
  - Operational requirements.
- Clients will be notified of changes via email, the Website, or the Trading Platform.
- If the Client disagrees, they may terminate the Agreement within 15 days by submitting a written request.
- Continued use after the notification implies acceptance of the amendment.

## **20. Termination of Agreement**

#### By the Client

- The Client may terminate this Agreement by providing at least 7 days' written notice.
- The Client must ensure all positions are closed before the termination date.

#### By the Company

The Company may terminate the Agreement immediately in the following cases:

- Breach of Agreement by the Client.
- Improper use of the Trading Platform.
- The Client is linked to a previously blocked account.
- **Regulatory order** requires account closure.
- Fraudulent or illegal activity is detected.
- Bankruptcy or legal incapacity of the Client.

#### **Consequences of Termination**

Upon termination, the Client **must settle all outstanding fees and obligations**. The Company **reserves the right** to:

- Close all open positions.
- Freeze the account and restrict access.
- Offset balances across multiple accounts.
- Deny future account openings.
- Reverse previous transactions that pose risk to the Company.

The Company is not liable for any financial losses resulting from account termination.

# 21. Relationship Between the Company <u>& the Client</u>

- The Company **may engage third parties** (e.g., brokers or liquidity providers) to facilitate transactions.
- The Company **may execute conflicting orders** from different clients.
- Clients acknowledge potential **conflicts of interest**, including:
  - The Company acting as both **broker and counterparty**.
  - The Company **hedging risks** with affiliated firms.

## **22. Handling of Client Information**

- The Company protects Client data as per its Privacy Policy.
- The Company may disclose Client information to comply with legal or regulatory requirements.
- Clients must provide accurate and updated personal information.

## 23. Notices & Communications

- Clients **must ensure** their registered email is **up to date** to receive official notifications.
- The Company may communicate through:
  - o Email.
  - The Website.
  - The Trading Platform.
- The Company is not responsible for missed notifications due to outdated contact details.

## 24. General Provisions

• If any provision of this Agreement is found to be illegal or unenforceable, the remaining provisions remain valid.

- The Agreement **does not create any partnership, agency, or fiduciary relationship** between the Client and the Company.
- The Agreement supersedes all previous agreements related to the Trading Platform.
- The official language of the Company is English.

## **25. Dispute Resolution**

- All disputes must be raised within 5 working days of the disputed transaction.
- Complaints must be submitted via **support@arbfx.ai**.
- The Company's server records are the final authority in dispute resolution.
- The Company **may reject disputes** that do not meet complaint requirements.

## 26. Governing Law

- This Agreement is governed by the laws of the country in which the Company operates.
- In case of disputes, both parties agree to resolve issues amicably first.
- If legal action is necessary, disputes will be settled in the Company's jurisdictional court.

## 27. Introducing Brokers (IBs)

- The Company and Introducing Brokers (IBs) are separate and independent entities.
- The Company is not responsible for any agreements, representations, or actions of an IB.
- IBs do not act as agents of the Company.
- The Company **does not endorse IB services** or guarantee their compliance with licensing requirements.

**Client Responsibility Regarding IBs** 

- Clients must conduct due diligence before engaging with an IB.
- The Company is not liable for any IB-provided advice or services.
- IBs may receive commissions based on the Client's trading activity.