

# Terms and Conditions

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Please read these Terms and Conditions (collectively with CAPFINEX.iD Privacy Policy, the "Terms and Conditions") fully and carefully before using CAPFINEX.iD (the "Site"), our terminal, and/or the services, features, content or applications offered by CAPFINEX.iD ("we", "us" or "our") (collectively and together with the Site, the "Services"). These Terms and Conditions set forth the legally binding terms and conditions for your use of the Site and the Services.

## 1. Acceptance of Terms and Conditions

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By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Site, you agree to these Terms and Conditions and all other operating rules, policies and procedures that may be published from time to time on the Site by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to you.

Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms and Conditions by this reference.

These Terms and Conditions apply to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.

## 2. Eligibility

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You represent and warrant that you are at least 18 years of age. If you are under age 18, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms and Conditions are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms and Conditions or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party.

## 3. Registration

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To place an Order, enter into a Transaction (as such capitalized terms are defined below), or sign up for certain of our other Platform, you must register for an account on the Platform (an "Account"). You must provide accurate and complete information and keep your Account information updated. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure. You may never use another person's user account or registration information for the Platform without permission. You must notify us immediately of any change in your eligibility to use the Platform (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your Account. You should never publish, distribute (other than to your Account Administrator, if applicable) or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates.

## 4. Our Platform; Ownership

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### What We Do

We have developed a platform that is designed, among other things, to enable our customers to receive market data, create and edit charts, place trades, use trade strategies, and analyze your trades using specialized dashboards (collectively, the "Platform"). Subject to compliance with the terms and condition of these Terms and Conditions, you may access the Platform via

the interface made available by us to you for such purposes in order to generate and route authorized orders for those exchange-traded securities, futures contracts, options on futures contracts, cryptocurrencies, CFD, OTC deliverable spot and forward foreign currency pair contracts ("forex") and OTC options on forex; in each case only to the extent consistent with the markets, contracts and exchanges expressly approved by us (each, a "Transaction", and such orders for Transactions are referred to herein as "Orders") to be executed (whether directly or via a give-up or prime brokerage arrangement) in one or more accounts established in your name with and by those clearing Broker Dealers, Futures Commission Merchants ("FCM"s), Retail Foreign Exchange Dealers ("RFED"s), or other qualified counterparties or intermediaries expressly approved by us (each, a "Clearer"). You may direct the Platform to route Orders to the relevant Transactions exchange or OTC market facility, in accordance with each relevant Clearer's order handling, reporting, margin, commission, and other procedures in effect at the time of each Transaction. You acknowledge and agree that you have relied on your own judgment to choose, create, develop and/or adapt your strategies, and Orders, and that you have not relied and will not rely on us nor our agents, brokers, affiliates, directors, officers, representatives or employees with respect to, nor do you or we intend that any of the foregoing persons will advise you in connection with, any Order, Transaction, effectiveness of any algorithms or strategies, or trading methods in any way.

## Ownership of the Platform

All intellectual property related to and all rights, title, and interest in and to the Platform and all improvements, modifications, and derivative works thereof, as between you and us, shall remain the sole property of CAPFINEX.iD. You shall not take any action that would violate, jeopardize or impair such intellectual property or ownership rights, or the legality and/or enforceability thereof. The Platform, Platform and related intellectual property are protected under copyright, trademark and other intellectual property laws and other applicable law. You receive no copyright, intellectual property rights or other rights in or to the Platform. You shall honor and comply with all of our reasonable requests by to assist in the protection of our and our third party service providers' contractual, statutory and common law rights in the Platform. If you become aware of any violation of our (or our third party service providers') proprietary rights in the Platform, you will immediately notify us in writing.

## 5. Other Content

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### Definition

For purposes of these Terms and Conditions, the term "Content" includes, without limitation, information, data, orders, trades, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Platform. For the purposes of these Terms and Conditions, "Content" also includes all User Content (as defined below).

### User Content

All Content added, created, uploaded, submitted, distributed, or posted to the Platform by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Platform is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Platform is or will continue to be accurate.

### Notices and Restrictions

The Platform may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Platform.

### Use License

Subject to and conditioned upon compliance with these Terms and Conditions, we grant each user of the Platform a worldwide, non-exclusive, non-sublicensable and non-transferable license to access the Platform via the customer interface we have made available to you for such purposes, in order to receive real-time tick data, create and modify charts and watchlists, analyze your trades using our proprietary dashboards and trade summaries, and execute trades for your own personal use. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Platform as expressly authorized herein is prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use, as a service bureau, for the benefit of any third party, or in any way that violates any third party right. You shall not publish, disclose or disseminate information concerning any comparison or other “benchmarking” activities in respect of the Platform.

## License Grant

By submitting User Content through the Platform, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, free, sublicensable and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content in connection with the Site, the Platform and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Site or the Platform (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after your termination of your Account or the Platform.

## Availability of Content

We do not guarantee that any Content will be made available on the Site or through the Platform. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms and Conditions), or for no reason at all and (ii) to remove or block any Content from the Service.

## 6. Orders and Transactions

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### Order Confirmation

You acknowledge and agree that (i) no Order shall be deemed executed until you receive an acknowledgment of receipt thereof (by electronic means or otherwise) from the Clearer, and (ii) price, quantity and other Order data transmitted electronically to you by the Platform is sent for information purposes only, and binding transaction terms and conditions appear only on the relevant Clearer's standard trade confirmation.

### Non-Circumvention

Regardless of whether any Clearer implements and maintains (and/or the Platform is enabled to track, report, or otherwise facilitate) order size, positional, market value, currency, margin, or similar trading or credit limits (in any case as imposed by the relevant Clearer, whether on a net, absolute value, open or closed basis, referred to herein as “Limits”), you agree that you will not knowingly or negligently alter or circumvent, or seek to alter or circumvent, any such applicable Limits. In all cases, you shall be responsible for monitoring and abiding by all Limits in effect or as may be revised by any Clearer from time to time. You shall also be responsible for abiding by such other procedures and rules for the Platform (e.g., hours of operation) that we may impose or as amended from time to time at our absolute discretion. You authorize us to incorporate revisions, upgrades or enhancements at our sole discretion.

### Compliance with Applicable Laws

You shall use the Platform solely in compliance with all applicable laws, rules and regulations of relevant governmental authorities, self-regulatory organizations (“SRDs”) and exchanges (collectively, “Applicable Laws”). Without limiting the foregoing, your use of the Platform and Equipment shall be subject to such additional restrictions, terms and conditions of use,

disclosures or disclaimers that may be communicated to you (including via electronic means) in connection with such use. You expressly undertake that you will not use the Platform for any purpose which is contrary to law or regulation, or in any manner which could: (i) have the effect of manipulating or distorting a market; (ii) cause a false or misleading impression in relation to the price, volume or level of supply or demand Transactions or their underlying instruments or related financial instruments; (iii) have no commercial purpose (a.k.a. "wash trades"); (iv) assist a misuse of information; (v) prejudice access to a trading or clearing system; or (vi) be reasonably deemed to present risk of abusing or taking unfair advantage of the nature or characteristics of the Platform or a market.

## Service Limitations for Certain Acts

You acknowledge that you are subject to potential prosecution under Applicable Laws for illegal activities conducted through the Platform or otherwise. We, Clearers, regulatory authorities, exchanges and/or SROs may monitor all of your activity so as to detect any improper activity relating to your transactions or business effected under these Terms and Conditions or any Transactions Agreement. You acknowledge that if we, any Clearer, a regulatory authority or an SRO detects or suspects improper activity (for any activity harmful to the integrity of the markets) through your use of the Platform, or if required by any Applicable Laws or our internal rules or policies, or if we deem you to have breached these Terms and Conditions or any Transactions Agreement, or if we otherwise in our sole discretion deem it necessary for our or any third party's protection, your access may be limited, augmented, or terminated at any time, and you may be prohibited from entering or fulfilling Order(s) or otherwise accessing the market.

## Other Agreements

You shall at all relevant times maintain in effect and comply with the terms and conditions of any written margin agreement, terms of business, option agreement, futures or securities account agreement, give-up or give-in agreement, ISDA Master Agreement and related schedules, confirmations and annexes, prime brokerage agreement, Clearer or third party electronic facilities agreement, or similar agreements with any and all Clearers and/or relevant third party service providers (and any Transaction confirmations related to any of the aforementioned) pertaining to Transactions or Orders by you via the Platform (collectively, "Transactions Agreements"). In the event of any conflict between the terms of any Transactions Agreement and the any term of these Terms and Conditions, the terms of these Terms and Conditions will control regarding the Platform. In addition, you shall enter into, maintain in effect and comply with the terms and conditions of any agreement (including without limitation exchange, Broker Dealer or FCM sponsorship or similar agreements) required by any Clearer, or any exchange, market center or clearing corporation where any Transaction is executed or cleared (including any applicable Limits). Without limitation of the foregoing, you shall promptly execute and provide us with evidence of and all necessary information relevant to, all consents, authorizations or other documents presented by any Clearer reasonably required to effectuate the purposes of these Terms and Conditions, including without limitation any letters of direction, customer representations, exchange or market account identifiers, access codes, verification, or related information.

## 7. Rules of Conduct

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1. As a condition of use, you promise not to use the Platform for any purpose that is prohibited by these Terms and Conditions. You are responsible for all of your activity in connection with the Platform.
2. You shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, including without limitation any User Content, that:
  1. infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty (see our DMCA Copyright Policy below);
  2. you know is false, misleading, untruthful or inaccurate;
  3. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion;
  4. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");

5. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;
  6. impersonates any person or entity, including any of our employees or representatives; or
  7. includes anyone's identification documents or sensitive financial information.
3. You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Platform (or other accounts, computer systems or networks connected to the Platform); (iv) run any form of auto-responder or "spam" on the Platform; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Platform; or (vii) otherwise take any action in violation of our guidelines and policies.
4. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Platform (including without limitation any application), except to the limited extent Applicable Laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Platform, or (iii) copy, modify, rent, lease, distribute, or otherwise transfer any part of the Platform or any of the rights that you receive hereunder. You shall abide by all Applicable Laws.
5. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any Applicable Laws, legal process or governmental request, (ii) enforce these Terms and Conditions, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

## 8. Third Party Platform

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The Platform may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Platform. When you access third party resources on the Internet, you do so at your own risk.

These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

## 9. Payments and Billing

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### Paid Platform

Certain features of our Platform may be subject to payments now or in the future (the "Paid Platform"). Please see our [Pricing page](#) for a description of the current Paid Platform. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms and Conditions. You are responsible for any taxes, fines, penalties, and other governmental assessments that may be applicable to your Orders, Transactions or other use of the Platform. You will also be liable to pay any separate fees, charges and expenses charged by Clearers, exchanges or other third parties in connection with the activities contemplated under these Terms and Conditions, including for any provision of market data, none of which are included in our pricing. You shall remain responsible for all third party fees, costs and expenses incident to your (and all persons acting under your User ID) access to and use of the Platform and the execution and settlement of Transactions (including, without limitation, broker fees, prime broker, give-up or give-in fees, commissions, charges,

telecommunications costs, connectivity costs, third party software costs, equipment costs, maintenance costs, and any related fees or expenses).

## Billing

We use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your Account on the Platform (your "Billing Account") for use of the Paid Platform. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms and Conditions. We are not responsible for error by the Payment Processor. By choosing to use Paid Platform, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Platform in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO [info@capfinex.com](mailto:info@capfinex.com)

## Payment Method

The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

## Current Information Required

YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT [info@capfinex.com](mailto:info@capfinex.com) IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE

## Change in Amount Authorized

If the amount to be charged to your Billing Account varies from the amount you pre-authorized (other than due to the imposition or change in the amount of state sales taxes), we will notify you within the Platform or by email of the price change. By not cancelling the service you acknowledge and agree of the price change and accept the change. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

## Auto-Renewal for Subscription Platform

The Subscription Platform you have signed up for will not be automatically extended for successive renewal periods of the same duration as the subscription term originally selected. You may change or resign your Subscription Platform to auto-renewal mode at any time, go to the billing section of your Account profile. If you terminate a Subscription Service from auto-renewal mode, you may use your subscription until the end of your then-current term; your subscription will not be renewed after your then-current term expires.

## Reaffirmation of Authorization

Your non-termination or continued use of a Paid Service reaffirms that we are authorized to charge your Payment Method for that Paid Service. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Paid Service.

## Free Trials and Other Promotions

Any free trial or other promotion that provides access to a Paid Service must be used within the specified time of the trial.

## 10. Termination

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We may terminate your access to all or any part of the Platform at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your Account, you may do so by following the instructions on the Site or through the Platform. Any fees paid hereunder are non-refundable. All provisions of these Terms and Conditions which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity, limitations of liability, and the dispute resolution provisions.

## 11. Your Additional Representations and Warranties

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In addition to the other representations and warranties made by you in these Terms and Conditions, you represent, warrant, and agree that:

- We have not agreed to provide and you do not intend for us to provide, and we shall not be deemed or considered to have provided by providing the Platform or performing these Terms and Conditions or otherwise, investment or trading advice with regarding to Customer Orders, Transactions or other investments, or to act in any respect and/or any purpose in a fiduciary capacity with respect to you. The Platform is provided for informational purposes only, any investment decisions you make are solely at your own risk, neither we nor any third party data or information providers shall be responsible or liable for any trading or investment decisions made based on information provided by the Platform, the Platform does not recommend any securities, financial products or instruments, nor does the Platform provide any investment advice or opinion regarding the nature, potential, value, suitability or profitability of any particular security, portfolio of securities, transaction, investment strategy, or financial product, and the Platform does not provide tax, legal or investment advice. You acknowledge that trading in all forms and manners is risky, and can result in losses greater than your initial margin deposit. You fully understand the limitations of hypothetical backtesting and real-time track records in predicting future performance and acknowledge that we and our agents, brokers, affiliates or employees do not prepare and cannot be responsible for representations made in back testing and simulation features. Past performance may not be indicative of future results;
- You connect to the Platform through the internet, accordingly we cannot guarantee the arrival of messages over the internet, nor the security of services provided over the internet

## 12. Warranty Disclaimer

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We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding:

- which users gain access to the Platform;
- what Content you access via the Platform; or
- how you may interpret or use the Content.

You release us from all liability for you having acquired or not acquired Content through the Platform. We make no representations concerning any Content contained in or accessed through the Platform, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Platform.

You acknowledge that: (a) none of the information contained on the Site or made available through the Platform constitutes a solicitation, offer, opinion, endorsement, or recommendation by CAPFINEX.iO to buy, hold or sell any security or to provide legal, tax, accounting, or investment advice or services, regarding the profitability or suitability of any security or investment; and (b) the information provided on the Site or made available through the Platform is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law or regulation.

THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

### 13. Indemnification

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You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Platform, Content, or otherwise from your User Content, violation of these Terms and Conditions, or infringement by you, or any third party using your Account or identity in the Platform, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

### 14. Limitation of Liability

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IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, MANAGERS, MEMBERS, PRINCIPALS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS ("RELATED PARTIES"), BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES OR THESE Terms and Conditions (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, RIGHTS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) the greater of (A) fees paid BY YOU to us for the particular Platform during the immediately previous three (3) month period or (B) \$100.00.

We and our Related Parties have no liability, whether jointly or severally, contingent or otherwise, to you or to third parties, for the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of the Platform or Platform, or for delays or omissions of the Platform or Platform, or for the failure of any connection or communication service to provide or maintain your access to the Platform, or for any interruption in or disruption of your access or any erroneous communications between us and you. You will make your own independent decision to develop trading protocols and otherwise access or use any portion of the Platform or to transmit any Order and you acknowledge and agree that the Platform does not and will not serve as a basis for any of your investment decisions. You are solely responsible for any investment or trading decisions you make with respect to Transactions or other products identified on the Platform and we are not responsible for determining, and will at no time be considered to have advised you, on whether any Transaction you may enter into is suitable, appropriate or advisable for you or any Account. We (and any of our Related Persons) are not and will not be, by virtue of providing the Platform, an advisor or fiduciary for you.

Orders that you may enter through the Platform may be routed to third party systems (including that of a Clearer), markets or exchanges (each, a "Third Party Platform"). Without limitation of the generality of any other provision of this Paragraph 14, we are not responsible for any losses, damages or costs that may result from errors made by any Third Party Platform in reading,



processing or executing such orders, or if any Third Party Platform otherwise fails to properly execute, account for and/or confirm such Orders.

## 15. Modification

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We reserve the right, in our sole discretion, to modify or replace any of these Terms and Conditions, or change, suspend, or discontinue the Platform (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you notice through the Platform, via e-mail or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Platform without notice or liability. Price and availability of third-party investments, products, or services offered through our Site are subject to change at any time, without notice, and CAPFINEX.iD is not responsible for errors in the prices or descriptions of such investments, products or services. While we will timely provide notice of modifications, it is also your responsibility to check these Terms and Conditions periodically for changes. Your continued use of the Platform following notification of any changes to these Terms and Conditions constitutes acceptance of those changes.

## 16. Miscellaneous

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### Entire Agreement and Severability

Except as otherwise set forth in Section 1(b), these Terms and Conditions are the entire agreement between you and us with respect to the Platform, including use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Platform. If any provision of these Terms and Conditions is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms and Conditions will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

### Force Majeure

We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

### Assignment

These Terms and Conditions are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

### Agency

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and Conditions and neither party has any authority of any kind to bind the other in any respect.

### Notices

Unless otherwise specified in these Term of Service, all notices under these Terms and Conditions will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to [info@capfinex.com](mailto:info@capfinex.com)

### No Waiver

Our failure to enforce any part of these Terms and Conditions shall not constitute a waiver of our right to later enforce that or any other part of these Terms and Conditions. Waiver of compliance in any particular instance does not mean that we will waive

compliance in the future. In order for any waiver of compliance with these Terms and Conditions to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

## Headings

The section and paragraph headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

## Risk Disclosure

Trading contains substantial risk and is not for every investor. An investor could potentially lose all or more than the initial investment. Risk capital is money that can be lost without jeopardizing one's financial security or life style. Only risk capital should be used for trading and only those with sufficient risk capital should consider trading. Past performance is not necessarily indicative of future results.