WixTrade

Service Agreement

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WixTrade, hereinafter referred to as "Company", on the one hand, and an individual, hereinafter referred to as "Client", who completed the registration form on the Company's website and in the trading platform, as well as accepted all the conditions of this Service Agreement and its annexes at the time of registration, collectively referred to as the "Parties", have entered into Agreement as follows.

IMPORTANT: By registering an account and using our services, you confirm that you have read, understood, and agree to be bound by this Agreement and all its Appendices. If you do not agree, you must not use our services.

1. Terms and Definitions

1.1 **Asset (Underlying Asset)** — A financial instrument that is the basis of trading. An instrument can be a stock, derivative (option, futures, etc.), a currency pair, a stock exchange index, a commodity quoted on a stock exchange, etc.

1.2 **Asset Rate** — The price of an asset. Unilaterally determined by the Company on the basis of information posted by central banks, trading floors, liquidity providers, etc. The asset rate is reflected in the Client's Trading Terminal.

1.3 **Digital Trading** — A Contract (Binary option), which is used to profit from the price movement of the basic assets underlying such contracts over a certain period of time.

1.4 **The Company's Website** — An Internet resource located at wixtrade.app as well as other Internet resources referred to in this Agreement and its annexes, including subdomains of the Company, mobile applications, etc.

1.5 **Registration** — The Customer acceptance procedure enshrined in this Agreement.

1.6 **Quote** — The current price of a financial Asset. Information about Quotes is reflected in the Client's Trading Terminal.

1.7 **Quotes Flow** — A sequence of Quotes displayed in the Trading Terminal.

1.8 **The Company's Server** — A specialized complex of software and hardware used to store, process information about all Client requests for Operations, compliance monitoring with all conditions of such Operations, their limitations, fixation of the financial result, and providing information about quotes in real time.

1.9 **Log Record** — Record in the database created by the Company Server with millisecond accuracy, recording each request and/or order of the Client, as well as the result of processing such requests. In the event of a dispute, the data obtained from Log entries shall prevail over any other available evidence.

1.10 **Cookie** — A data set that includes an anonymous and unique identifier sent to the Client's device from the Company's Site. Cookies have the function of an anonymous identifier in case of repeated visits and allow the Company to create the most effective site interface.

1.11 **Trading Signals** — Data on the current state of the market, collected by the Company using various analytical and informational materials. Such information is not advisory in nature and does not call on Clients to complete Trade. The Company does not bear any responsibility for the correctness, accuracy, or relevance of trading signals.

1.12 **Trading Terminal** — A specialized software complex with which the Client receives information about the value of quotes online, performs Operations, and receives various kinds of information from the Company.

1.13 **Trading Platform** — An electronic system consisting of all programs and technologies that display the actions of Clients and the Company in real time.

1.14 **Trade** — An agreement between the Company and the Client on all material terms, under which the Client pays the Trade amount, and the Company undertakes to pay a fixed Income if the agreed conditions of Digital Trading are met.

1.15 **Operation** — Trading and/or Non-Trading Operation.

1.16 **Trading Operation** — A sequence of actions for the implementation of a transaction between the Company and the Client, including its conclusion and closure. They are made at the place of registration of the Company at the expense of the Client. Physical delivery of Assets during trading does not occur.

1.17 **Non-Trading Operation** — Any Operation with a Customer Account (crediting or debiting funds).

1.18 **Trading Time** — The time the Asset was traded.

1.19 **Essential Terms** — The conditions that determine the payment of income to the Client.

1.20 **Direction of Exchange Rate** — An essential condition of the transaction, it can be "Higher" or "Lower".

1.21 **Conclusion of the Trade** — A trading operation with production and financial instruments, the result of which is the coordination of all existing conditions between the Client and the Company. After the Conclusion, the Digital Trading is considered open.

1.22 **Trade Amount** — The amount paid by the Client at the conclusion of the Trade.

1.23 **Opening a Trade** — Digital Trade after the Conclusion of the Trade and before its closure, where it has not yet been determined whether payment will be made.

1.24 **Closing a Trade** — Trading operation of Closing a Trade which occurs at the time the Digital Trade expires by agreement of the Parties.

1.25 **Expiration Time** — Completion of the circulation of the contracts included in the composition of the Trade.

1.26 **Pre-term Closing** — A closing transaction of a Trade before the Expiration Time. Pre-term Closing is possible only if there is a technical possibility. The Company has the right to refuse Pre-term Closing at its discretion.

1.27 **Risk-free Trade** — A reward system where, upon closing, the Client is guaranteed to receive Income (if conditions are met) or the Trade amount will be returned (if the Client has not fulfilled the conditions).

1.28 **Bonus (Bonus System)** — Virtual funds credited to the Client's Account when certain conditions are fulfilled. When performing trading operations, the Client's own funds are used first. The rules for using Bonuses are established by the Company unilaterally.

1.29 **Company Account** — The current account of the Company in a credit institution, an account in an electronic payment system and other accounts.

1.30 **Client's Account** — The Client's personal account opened by the Company on the trading platform. The Client registers only one Account. If multiple accounts are detected, the Company may block such Accounts without withdrawal rights.

1.31 **External Customer Account** — The Customer's current account with a credit institution or electronic payment system.

1.32 **Account Balance** — The amount of funds in the Customer Account.

1.33 **"1-Click" Service** — Replenishment of the Client's Account Balance using payment cards without additional input of card data.

1.34 **Recurring Payment** — A periodically repeated operation to replenish the Account Balance without the need to enter bank card data.

1.35 **Profit Zone** — A state of an Open Trade in which, at the current rate, it is possible to extract income from this Trade.

1.36 **Loss Zone** — A state of an Open Trade in which at the current rate it is impossible to extract income from this Trade.

1.37 **Target Level** — The price level of the Asset, in relation to which the result of the Operation is calculated.

1.38 **Income** — The amount of funds to be credited to the Client's Account when Trade is closed. The amount depends on the material terms and the rate of the Asset.

1.39 **Payout Factor** — A percentage factor that determines the amount of Income. Set by the Company based on the Basic Asset and other conditions.

1.40 **Withdrawal of Funds** — An operation to write off funds from the Customer's Account and transferring them to the External Customer Account.

1.41 **Withdrawal Method** — The method of withdrawal reflected in the Client's Trading Terminal and Personal Account.

1.42 **Payment Service Provider** — An organization that provides money transfer services.

1.43 **Exceptional Situations** — Such a state of the market that differs from its usual (normal) state and other conditions referred to in this Agreement.

1.44 In the absence of any term in Section 1, but its use in the text of this Agreement, such a term shall be interpreted in accordance with the customs of business circulation and business practices used in the context of transactions with derivative financial instruments.

2. General Provisions

2.1 The Agreement is considered as an invitation to an indefinite number of persons to make offers, which does not entail consequences of a contractual and legal nature.

2.2 The Agreement is not a public offer.

2.3 The Company has the right at its discretion and without giving any reason to refuse to conclude the Agreement. The Company also reserves the right to unilaterally terminate contractual relations and block access to the trading terminal, including with a person who has registered without obligation to explain the reasons for such termination.

2.4 The Company is entitled at its discretion to unilaterally amend and/or edit the terms of this Agreement, its annexes and/or materials published on the website and subdomains of the Company's website, without prior notice and matching with the Client.

2.5 An integral part of this Agreement are its annexes (hereinafter — the Appendices):

- Rules of Trading Operations
- Non-Trading Operations Regulations and compliance with KYC and AML
- Risk Disclosure
- Other documents posted in the "Legal Information" section of the Company's website

2.6 It is implied by the Client has accepted all changes in accordance with clauses 2.4, 2.5 of this Agreement.

2.7 The acceptance of this Agreement is the registration of the Client on the website of the Company or in its Trading Terminal, in the manner and on the terms established by this Agreement and its Appendices.

3. Subject of the Agreement

3.1 The subject of this Agreement is the provision by the Company of Services to the Client through the Trading Platform in accordance with this Agreement and its Appendices.

3.2 This Agreement regulates the conditions for the Parties to complete Trade (Operations), their order and content.

3.3 The Company reserves the right to unilaterally change and/or edit any conditions of Trades (Operations), establish restrictions on the number of Trades performed simultaneously, as well as the number of Trades that the Client can perform during the period of time established by the Company, and other restrictions at its sole discretion.

3.4 The Company has the right to enlist third parties to cooperate in order to facilitate and/or improve the quality of the trading platform and/or the quality of the provision of the Services, while the Company is not responsible for their actions.

3.5 With regard to any other issues and/or obligations that are not covered by this Agreement, the Company acts at its discretion, guided by business practices and customs in the field of services of this nature.

3.6 From the moment the Client replenishes the Account, each Trade (Operation) made using the Trading Terminal and/or Personal Account becomes the subject of this Agreement.

4. Rights and Obligations of the Parties

4.1 The Client fully and unconditionally accepts all the conditions of this Agreement and its Appendices, as well as all the conditions posted on the Company's website and its subdomains.

4.2 By accepting the Agreement, the Client confirms being of 18+ age and fully competent, being in his/her right mind, and also having the necessary legal personality to exercise the rights and fulfill obligations under this Agreement.

> 4.2.1 The Client guarantees that he is not a state (municipal) employee or employee of a state institution, organization with a state participation in the authorized capital of more than 50%. The Client also guarantees that he is not a politically significant person or family member thereof.
>
> 4.2.2 The Client guarantees that he is not a resident of the United States/US territories and/or the following restricted regions:
>
> Afghanistan, Andorra, Australia, Austria, Belarus, Belgium, British Virgin Islands, Bulgaria, Canada, Caribbean Netherlands, China, Croatia, Cuba, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Guam, Guinea Bissau, Haiti, Honduras, Hong Kong SAR, Hungary, Iran, Iraq, Ireland, Israel, Italy, Japan, Latvia, Lebanon, Libya,

Liechtenstein, Lithuania, Luxembourg, Mali, Malta, Myanmar, New Zealand, Nicaragua, North Korea, Northern Mariana Islands, Norway, Poland, Portugal, Puerto Rico, Romania, Russian Federation, San Marino, Sierra Leone, Singapore, Slovakia, Slovenia, Somalia, South Sudan, Spain, Sudan, Sweden, Switzerland, Syria, the Democratic Republic of Congo, the Netherlands, UK, US Outlying Islands, US Virgin Islands, Venezuela, Yemen.

4.3 The Client warrants that it is not subject to any law or regulatory act that prohibits him from executing this Agreement and/or transactions provided for by this Agreement.

4.4 The Client agrees to independently register on the Company's website, providing complete and accurate information about himself on the issues proposed in the registration form, as well as keep this information up to date.

4.5 The Client undertakes to perform all operations in person, on his own behalf and at his own expense.

4.6 When exercising rights and fulfilling duties, the Client shall be guided by the principle of reasonableness and good faith.

4.7 The Client agrees not to take actions, including with other clients of the Company, aimed at causing harm and damage to the Company. In case of breach of any provisions, the Company has the right to block the account and transfer the information to the appropriate authorities.

4.8 The Client agrees to observe the confidential nature of any physical, technical, economic, financial and other internal information of the Company and/or the trading platform and not to disclose it to third parties.

4.9 The Client guarantees the use of conscientious, honest and lawful methods when making any Trades (Operations).

4.10 In case of any errors in the Trading terminal or other defects, the Client agrees not to use them for profit, and not to disseminate information about them to third parties. Violation may result in immediate account blocking without reimbursement.

4.11 The Client is prohibited from using the services and/or software for any illegal or fraudulent activity, including money laundering, in accordance with the legislation of the Client's jurisdiction.

4.12 The Client assumes the obligation to comply with legal standards, including international ones, aimed at combating illegal trade, financial fraud, money laundering and legalization of funds received illegally.

4.13 The Client agrees to exclude direct or indirect aiding of illegal financial activities using the Company's website and/or trading terminal.

4.14 The Client guarantees legal origin, legal possession and the right to use the funds transferred to the accounts of the Company. Deposits will not be performed using payment details belonging to third parties.

4.15 The Client recognizes and assumes full responsibility for his actions in relation to executed Trades in accordance with current legislation at the place of residence of the Client.

4.16 Each Client is the sole authorized user of the services and the corresponding Account. The Client has received an exclusive and non-transferable right to use the Account.

4.17 The Client is responsible for ensuring all credentials of his personal account will be used only by him and will not be transferred to third parties.

4.18 The Client has a limited and non-exclusive right to use the Trading Terminal for the purposes provided for by this Agreement.

4.19 The Client guarantees correct behavior with representatives of the Company, otherwise the Company reserves the right to terminate the Agreement at any time.

4.20 The Client accepts that the Company, its partners and other interested parties may have any kind of benefit or legal relationship in relation to a trade, including conflicting with the interests of the Client. The Company guarantees that such actions are carried out exclusively in the interests of the Client.

5. Rules for the Rendered Services. Personal Data

5.1 The Client guarantees to provide accurate, complete and reliable information about himself during registration.

5.1.1 The Client agrees to keep information up to date and make timely adjustments within 3 (three) days from the date of any changes.

5.2 Upon completion of the registration process, the Client uses the login and password to access the account. The Client is responsible for the security of credentials and any actions performed using them.

5.3 After registration, the Client gets access to the trading terminal, the ability to manage his own Account by crediting funds for the purpose of conducting trades.

5.4 If it is necessary to conduct identification checks, the Company reserves the right to request any documents. The Client agrees to provide all documentation within 5 (five) days from receipt of such a request.

5.5 In case of non-fulfillment of clauses 5.1–5.4, the Company has the right to suspend any trades on the Customer Account.

5.6 The Company reserves the right at any time to close (block) Client's access to the Trading terminal, including until the completion of the Client identification procedure.

5.7 The entrance to the Trading terminal is password protected, which the Client sets independently during registration. The Client is fully responsible for the security of the password.

5.8 The Client understands and agrees that all actions made through the Trading terminal (by entering a password) are performed by the Client personally, unless otherwise specified.

5.9 The Client has the right at any time to change the password to enter the Trading terminal or restore it according to the rules established by the Company.

5.10 The Company does not provide the Client with trust or consulting services for managing the Client Account and trading. The Company does not manage the Client Account.

5.11 The Client agrees that the Company unilaterally, at any time, has the right to refuse to execute any trade of the Client without prior notice and without giving any reason.

6. The Processing of Personal Data

6.1 The Company establishes the following methods of communication with the Client:

- Email
- Phone
- SMS informing
- Postal items
- Fax communication
- Push notifications & service messages
- Announcements on the Company Website

6.2 Information sent by the Company is legally binding and is considered received by the Client:

- After 1 hour from sending to Client's e-mail
- Immediately after a telephone conversation
- Immediately after sending an SMS
- After 7 days from sending by mail
- At the time of sending by fax
- Immediately after posting on the Company's website

6.3 The Company uses personal data specified by the Client when registering in accordance with clause 5.1.

6.4 To communicate with the Company, the Client uses the contact details specified in the Agreement and on the website.

6.5 The Client agrees to receive marketing, informational, advertising, technical and other information from the Company.

6.6 The Client has the right to refuse information in clause 6.5 by contacting technical support or clicking "Unsubscribe".

6.7 If the Client's personal information has not been timely replaced, all messages sent based on irrelevant information will be considered received by the Client.

7. Responsibility. Guarantees

7.1 The Client is responsible for independently familiarizing himself with all the legislative and normative acts necessary for operations under this Agreement.

7.2 The Client is responsible for reviewing all changes to this Agreement, its annexes, and the Company's website.

7.3 The Company provides only assistance in the execution of trades, processing them in accordance with this Agreement.

7.4 The Company is not a representative of the Client. The Company is not responsible for the profitability of the Client's trade.

7.5 The Company is not responsible for any trades made by the Client through his account and/or the trading terminal, including expenses, losses, or lost profits.

7.6 The Company is solely liable for real damage caused to the Client as a result of the deliberate non-performance of its obligations.

7.7 Any trade executed through the Client's Account is considered executed personally by the Client. The Company is not responsible for unauthorized access of third parties.

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

- False information during registration or operations
- Non-submission or provision of fake documents
- Abuse of Company services through dishonest methods or devices
- Distribution/use of confidential internal Company information
- Actions agreed upon with other Clients aimed at causing losses to the Company
- Commission of any dishonest actions in transactions
- Illegal use of the Company's software
- Unfair use of software shortcomings, malfunctions, or errors
- Income extraction through technical features of updating quote flows
- Abuse of information or services including automated systems, algorithms, or robotic structures

7.15 If the Client violates obligations, the Company reserves the right to:

- Change financial obligations and adjust the Client's account balance
- Block Client access to the trading terminal
- Block the Client's Account and terminate Agreement execution
- Close one or all operations and/or invalidate the trade

7.21 The Client is informed that any trades concluded within this Agreement are risky and difficult to predict, with a possible negative result (loss) and loss of both part and all funds credited by the Client to the account, as well as other losses.

7.26 The Company reserves the right to suspend access in the absence of operations for 6 or more months.

7.27 If no operations for 180 days or more, a daily maintenance fee of 1% of the current balance (minimum $1 USD) is charged.

7.28 Starting from the third successful withdrawal within the same calendar day, the Company reserves the right to charge a fee of 3% for each subsequent transaction.

8. Governing Law

8.1 This Agreement is concluded on the territory of St. Kitts and Nevis.

8.2 Services under this Agreement are provided on the territory of St. Kitts and Nevis.

8.3 The Client agrees that the terms of this Agreement and its annexes, as well as any questions regarding the interpretation of its provisions, are governed by the law of St. Kitts and Nevis. The Parties unconditionally submit to the jurisdiction of the courts of St. Kitts and Nevis.

9. Procedure of Handling Disputes

9.1 All disputes and disagreements shall be resolved by the Parties through negotiations.

9.2 The Client is entitled to send a written claim within 5 (five) days from the date of occurrence of the event.

9.3 The claim must simultaneously meet the following requirements:

- Contain personal data (last name, first name, Account number, contact details)
- Describe the controversial situation with date and time
- Have references to all material circumstances
- Point-by-point reflect evidence of violation with specific clause references
- Reflect customer requirements with exact amount and calculation if monetary
- Contain a list of attached documents, certified by the Client
- Not contain links to data from other sites or companies

9.4 Claims may be directed by: or registered mail.

9.7 When considering a Client's claim, the Company's server logs prevail over other evidence.

9.10 The term for consideration is 14 working days from the date of receipt.

9.11 If consent is not reached, the Client has the right to apply to the court with mandatory observance of the pre-trial claim procedure. The response period will be 60 calendar days from receipt of the claim.

9.12 Until the dispute is resolved, the Company reserves the right to block trades on the Client's account partially or completely.

10. Term and Termination of Agreement

10.1 This Agreement shall enter into force at the time of registration and is valid for an indefinite period.

10.2 This Agreement may be terminated:

- **10.2.1.** In writing by agreement of the Parties
- **10.2.2.** At the initiative of any Party by unilateral refusal
- **10.2.3.** The Company may immediately terminate by blocking access and withdrawing the balance on the terms of this Agreement

10.3 The Agreement is considered terminated at the initiative of the Company from the date specified in the termination notice.

10.4 For Client-initiated termination, the Client shall send a notice no later than 30 calendar days before the planned termination date to: or by registered mail.

10.5 The Agreement is considered terminated at the initiative of the Client subject to the absence of debts and/or other unfulfilled obligations.

10.6 Termination does not terminate the obligations of the Parties that arose during the period of its validity.

10.7 The Agreement is considered terminated from the moment the Parties completely fulfill their obligations.

11. Force Majeure Circumstances

11.1 Force Majeure includes:

11.1.1. Extraordinary and unavoidable circumstances including wars, floods, fires, earthquakes, strikes, terrorist acts, mass unrest, changes in legislation, interruptions in software operation, electric networks, instability of quote flow, etc.

11.1.2. Closing of any market on which the Company builds quotes, its liquidation or suspension of activity, the introduction of special restrictions or conditions.

11.2 In the event of force majeure, the Company reserves the right, without prior notice to the Client:

- Suspend, amend or cancel any clause of this Agreement
- At any stage suspend or cancel trades affected by the circumstance
- Take other actions both in relation to the Company and Clients as deemed appropriate

11.3 The Company does not bear any responsibility for non-fulfillment or improper performance of its obligations, as well as for losses, if force majeure prevented this.

12. Final Provisions

12.1 All changes and additions made by the Company to this Agreement are made unilaterally and come into force from the date specified by the Company.

12.2 In case of a change in the current legislation, the Company immediately makes the appropriate changes and/or additions to this Agreement. Such changes enter into force simultaneously with the entry into force of amendments to regulatory documents.

12.3 All changes are binding on all Clients of the trading platform, including Clients who have concluded the Agreement before the date of the changes.

12.4 The Client is responsible for reviewing any changes. The Client undertakes to visit the Company's website independently at least once a week.

12.5 Any information received from the Company may be used only for the purpose of fulfilling this Agreement. The Client does not have the right to distribute, store, or distort such information.

12.6 By registering, the Client provides the Company with personal data and gives consent to their processing. Consent is given for 75 years or until the expiration of the storage period fixed by applicable legislation.

12.7 The Client is not entitled to assign rights and obligations under this Agreement to third parties without the Company's consent.

12.8 The Company has the right at any time to transfer rights and/or claims to a third party. Assignment is carried out without prior notice to the Client.

12.9 If one of the conditions is recognized as null and void by a court, it will be considered as a separate part without affecting the validity of the remainder.

12.10 In unregulated situations, the Company will be guided by the generally accepted terms of business turnover in accordance with the principles of honesty and fairness.

12.11 This Agreement may be published in various languages. In case of discrepancies, the Agreement published in English will prevail.

12.12 The text of the Agreement published on the Company's website takes precedence over texts published on other resources.

Company Contact Information

Company: WixTrade

Website: wixtrade.app

Email:

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