# TERMS AND CONDITIONS

## Contents



## Terms and Conditions

### FX NETWORK, INC.

Effective date / Last updated: 16 June 2026

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### 1. Introduction and acceptance

1.1. These Terms and Conditions (the ”Terms”) form a binding legal agreement between you and FX NETWORK, INC. (the ”Company,” ”we,” ”us,” or ”our”) and govern: (a) your access to and use of the website at https://fxholding.com and any related applications, platforms, content and services (together, the ”Platform”); (b) your purchase and use of the products offered through the Platform — namely the membership product (the ”Club Membership,” Section 4) and the deposit-funded investment product (the ”FXTrade Investment Deposit,” or ”Deposit,” Section 5; together with the Club Membership, the ”Products”); and (c) your participation, if any, in the Company's affiliate referral programme (the ”Affiliate Programme”).

1.2. FX NETWORK, INC. is a sociedad anónima (corporation) organised and existing under the laws of the Republic of Panama, recorded at the Public Registry of Panama under Folio No. 155783603, with its registered office in the City of Panama, Province of Panama, Republic of Panama.

1.3. By accessing the Platform, creating an account, purchasing a Club Membership or making a Deposit, clicking "I agree," or enrolling in the Affiliate Programme, you confirm that you have read, understood and agree to be bound by these Terms and by any document expressly incorporated by reference, including our Privacy Policy (https://cdn.fxholding.com/pdf/PRIVACY_POLICY.pdf) and Affiliate Marketing Guidelines (https://cdn.fxholding.com/pdf/AFFILIATE_MARKETING_GUIDELINES.pdf). If you do not agree to these Terms, do not use the Platform and do not purchase any product or service.

1.4. Where these Terms refer to "you" or "your," they refer to you as a visitor, as a "Member" (a person holding a Club Membership), as a holder of a Deposit, as an "Affiliate" (a participant in the Affiliate Programme), or in all such capacities, as the context requires.

## 2. Eligibility

2.1. You must be at least 18 years old (or the age of legal majority in your place of residence, if higher) and have full legal capacity to enter into a binding contract.

2.2. You represent and warrant that: (a) the registration information you provide is true, accurate, current and complete; (b) you are not located in, a national of, or ordinarily resident in any country or territory subject to comprehensive sanctions, and you are not a person with whom dealings are prohibited under applicable sanctions laws; and (c) your use of the Platform does not violate any law applicable to you.

2.3. If you accept these Terms on behalf of a company or other legal entity, you represent that you have authority to bind that entity, and "you" refers to that entity.

## 3. Definitions

In these Terms: "Account" means the account you register to access the Platform; "Affiliate" means a person accepted into the Affiliate Programme; "Commission" means any referral reward payable to an Affiliate under Section 9; "Club Membership" means the membership product described in Section 4; "FXTrade Investment Deposit" or "Deposit" means the deposit-funded investment product described in Section 5; "Products" means the Club Membership and the Deposit collectively; "Member" means a holder of an active Club Membership; "Membership Fee" means the fee payable for a Club Membership; "Membership Value" means the price of the Club Membership tier purchased, and "Deposit value" means the amount credited to a Deposit (the amount paid in, less the processing charge), each used as the basis for calculating earning caps; "Earning Cap" means the per-product cap described in Section 4.6 (Club Membership) and Section 5.4 (FXTrade Investment Deposit); "Daily Reward" means the daily credit described in Section 4.5 or Section 5.2, as applicable; "Referral" means a qualifying purchase made by a person you sponsor; "Referral Link" means the unique tracking link or code issued to an Affiliate; "Sponsor" means the Affiliate directly above you in the referral structure; and "Services" means, collectively, the Platform, the Products and the Affiliate Programme.

## 4. The Club Membership

4.1. **What it includes.** The Club Membership is a fixed-price membership that provides access to trading education, community access, platform tools and event invitations. The specific benefits and features applicable to you are those described on the Platform at the time of purchase. The Club Membership is one of two separate products offered on the Platform; the FXTrade Investment Deposit is described in Section 5, and a person may hold both at the same time.

4.2. **Tiers.** The Company offers the Club Membership in multiple tiers. Each tier is purchased for a one-time Membership Fee and determines the Member's benefit level and the basis for any rewards described in these Terms. The tiers and their current prices are:

| Tier | Membership Fee |
|---|---|
| Tier 50 | US$50 |
| Tier 200 | US$200 |
| Tier 500 | US$500 |
| Tier 1,000 | US$1,000 |

| Tier | Membership Fee |
|---|---|
| Tier 2,500 | US$2,500 |
| Tier 5,000 | US$5,000 |
| Tier 10,000 | US$10,000 |
| Tier 25,000 | US$25,000 |
| Tier 50,000 | US$50,000 |
| Tier 100,000 | US$100,000 |

The Company may add, withdraw or re-price tiers at any time; the tiers and prices that apply to you are those shown on the Platform when you purchase.

4.3. **Upgrades.** A Member may upgrade to a higher Club Membership tier at any time by paying the difference between the current tier price and the new tier price; tier **downgrades are not permitted**. On upgrade, the Member's benefit level and the Earning Cap in Section 4.6 are increased in proportion to the additional amount paid. A Member may also hold more than one Club Membership; each purchase has its own Earning Cap.

4.4. **Personal and non-transferable.** A Club Membership is personal to the Member, is for the Member's own use only, and may not be sold, sub-licensed, shared, or transferred to any other person. Login credentials may not be shared.

4.5. **Membership daily benefit.** A Club Membership accrues a recurring daily benefit credit (a ”Daily Reward”), credited to the Member's Platform balance from the benefit pool described in Section 4.6. The Daily Reward is a **variable distribution determined by the Company by reference to the profits generated by the platform community for the relevant period**; it is **not fixed or guaranteed**, may be reduced to zero for any period in which there are no distributable profits, and may be changed, suspended or discontinued by the Company at any time. The Daily Reward is subject to the Earning Cap (Section 4.6) and is a discretionary benefit of membership and **not interest, a dividend, a yield, or a return on an investment** (see Sections 4.8 and 10).

4.6. **Earning Cap (Club Membership).** All amounts credited to a Member in connection with a Club Membership — including any Daily Reward under Section 4.5 and any Commissions, bonuses, rank rewards or promotional rewards under Section 9 — are **capped, per membership purchased**, at a fixed multiple of that membership's price, divided into two pools:

(a) a **benefit pool** equal to **2× the Membership Value**, drawn down by any Daily Reward; and

(b) a **referral pool** equal to **4× the Membership Value**, drawn down by Commissions and other referral-based rewards, which overflow into the benefit pool only after the referral pool is exhausted.

The combined maximum that may ever be credited in connection with a single Club Membership is therefore **6× its tier price**. Once a membership's caps are exhausted, it stops generating any further Daily Reward or Commissions, and continued participation requires a new purchase or upgrade.

4.7. **Changes to benefits.** The Company may add, modify, suspend or discontinue any benefit, feature, tier, rate, cap or reward of the Club Membership at any time. Where a change materially reduces the core benefits of a paid membership, we will give you reasonable advance notice and, where required by law, an opportunity to cancel.

4.8. **No guaranteed outcome.** The Club Membership gives you access to the benefits described; it does not guarantee any particular result, saving, income, reward or outcome. Any rates, caps, examples or rewards described are illustrative of how the programme operates and are **not, and must not be construed as, an investment, an investment return, or a promise of profit**.

4.9. **Not professional advice.** The Club Membership includes educational content relating to financial markets, trading and foreign exchange. That content is provided for general educational and informational purposes only and does not constitute financial, investment, trading, legal, accounting or tax advice, a recommendation, or a solicitation to buy or sell any financial product. You are solely responsible for your own decisions and should consult a licensed professional.

## 5. The FXTrade Investment Deposit

5.1. **What it is.** The FXTrade Investment Deposit (the "Deposit") is a separate, deposit-funded product, distinct from the Club Membership and operating under different rules. A Deposit is created when you pay funds into the Platform; it has no fixed tier, and its value (the "Deposit value") is the amount you pay in, less the processing charge in Section 7.3(a) (for every US$102 paid in, US$100 becomes Deposit value). The Deposit value is the basis for the Daily Reward (Section 5.2) and the Earning Cap (Section 5.4). A Deposit is personal to the holder and may not be sold, shared or transferred. **Please read Section 10 regarding the legal characterisation of this product and its name.**

5.2. **Daily Reward.** A Deposit accrues a recurring daily credit (a "Daily Reward") calculated as a percentage of its Deposit value and credited once per day to your Platform balance. The daily rate is **variable** and is set by the Company within a published range of approximately **0.75% to 1.50% per day**. New Deposits begin at the minimum rate (currently 0.75% per day). The rate is **not fixed or guaranteed** and may change at any time. (Illustration only, not a promise: a Deposit value of US$1,000 at 0.75% per day would accrue US$7.50 on that day.)

5.3. **Rate changes and reinvestment.** The daily rate moves only according to the Company's then-current reinvestment rules:

(a) the rate may **step up** (currently by 0.025 percentage points at a time, up to the 1.50% per day maximum) where you meet the reinvestment condition — for example, applying at least 50% of the prior day's Daily Reward toward additional Deposit value; and

(b) the rate **resets to the minimum** (currently 0.75% per day) for any period in which the reinvestment condition is not met.

Maintaining a higher rate therefore requires continuous reinvestment, which reduces the balance available for withdrawal. Amounts you reinvest are themselves subject to the same rules and caps.

5.4. **Earning Cap (Deposit).** All amounts credited in connection with a Deposit — including any Daily Reward under Section 5.2 and any Commissions, bonuses, rank rewards or promotional rewards under Section 9 — are **capped, per Deposit**, at a fixed multiple of its Deposit value, divided into two pools:

(a) a **benefit pool** equal to **2× the Deposit value**, drawn down by the Daily Reward; and

(b) a **referral pool** equal to **2× the Deposit value**, drawn down by Commissions and other referral-based rewards, which overflow into the benefit pool only after the referral pool is exhausted.

The combined maximum that may ever be credited in connection with a single Deposit is therefore **4× its Deposit value** (i.e. 4× the amount paid in, net of the processing charge). Once a Deposit's caps are exhausted, it stops generating any further Daily Reward or Commissions, and continued participation requires a new Deposit.

5.5. **Variable and not guaranteed; key risks.** The Daily Reward rate is variable, may fall to the minimum, and may be changed or discontinued by the Company at any time. The total amount creditable on any Deposit is capped (Section 5.4), the rate of accrual is not guaranteed, and the time taken to reach any given amount is uncertain and depends on the rate in force and on your own reinvestment. You may receive less than, or never recover, the amount you paid in. You should not make a Deposit with money you cannot afford to lose, and you should not make a Deposit in the expectation of any particular or guaranteed return.

5.6. **Not a security or investment (see Section 10).** Despite the name "FXTrade Investment Deposit," the Deposit is offered as a contractual product of the Platform and not as a security, a bank or savings deposit, a managed or collective investment scheme, or a guaranteed-return product, and the Company does not pool or invest your funds on your behalf. The legal characterisation of this product is addressed in Section 10.4, which you should read in full.

## 6. Accounts

6.1. You must register an Account to access most Services. You agree to keep your registration information accurate and up to date.

6.2. You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your Account. Notify us immediately at office@fxholding.com if you suspect unauthorised use.

6.3. You may hold only one Account unless we agree otherwise in writing. We may refuse registration, or suspend or terminate an Account, in accordance with these Terms.

## 7. Fees, billing and platform charges

7.1. **Fees.** The Membership Fee, any Deposit amount and any other charges are those displayed on the Platform at the time of purchase, stated in USDT and exclusive of taxes unless stated otherwise.

7.2. **Payment.** All payments are made in cryptocurrency on public blockchains through the Company's own on-chain payment solution. We do not accept bank transfers, cards or other fiat payment methods. You are responsible for sending payment from a cryptocurrency wallet you control and for any network ("gas") fees, and you acknowledge that on-chain transactions are generally irreversible once confirmed.

7.3. **Platform charges.** The following charges apply to transactions on the Platform and are disclosed here for transparency:

(a) **Purchase/processing charge.** A processing charge of approximately **2%** is applied to amounts paid in for a Club Membership or a Deposit, such that the value credited to your account is the amount paid divided by 1.02 (for every US$102 paid in, US$100 is credited as Membership Value or Deposit value). The exact amount is shown before you confirm.

(b) **Withdrawal fee.** A fee of **5%** is deducted from each withdrawal request; you receive the remaining 95%. Amounts are rounded down so that the total deducted never exceeds the amount requested.

(c) **Referral reward charge.** A charge of **10%** is applied to certain referral-based rewards (the binary/matching rewards described in Section 9). This charge is credited to the holder in the Platform's utility token (AZT) rather than in the settlement currency.

The Company may change these charges on reasonable notice; the charges that apply to a given transaction are those disclosed at the time of that transaction.

7.4. **One-time purchases; no automatic renewal.** The Club Membership and the Deposit are one-time purchases. There is no subscription, recurring fee or automatic renewal. A Product remains active until its Earning Cap (Sections 4.6 and 5.4) is reached, after which it stops earning and continued participation requires a new purchase.

7.5. **Taxes.** You are responsible for all taxes, duties and similar charges associated with your purchase, other than taxes based on the Company's net income.

7.6. **Failed and disputed payments.** If a payment fails or is reversed, we may suspend or terminate your access until the amount due is paid. Initiating a chargeback without first contacting us to resolve the issue is a breach of these Terms and may result in termination.

## 8. Cancellation and refunds

8.1. **Cancellation.** You may stop using the Services at any time, and you may close your Account by emailing office@fxholding.com. Because the Club Membership and the Deposit are one-time purchases that immediately unlock benefits and reward eligibility, cancellation does not by itself reverse a completed purchase.

8.2. **Refunds.** All sales are final. Fees paid for a Club Membership or a Deposit are non-refundable, and the Company does not provide pro-rated refunds for any unused portion, except where a refund is required by applicable law (see Section 8.3). By purchasing, you acknowledge that benefits and reward eligibility are unlocked immediately and that the purchase is treated as consumed.

8.3. **Mandatory consumer rights.** Nothing in this Section limits any non-waivable right of withdrawal, cancellation or refund that the law of your country of residence grants you (for example, statutory cooling-off rights for distance/online sales in some jurisdictions). Where such rights apply, they prevail over any shorter period stated above.

## 9. Affiliate Programme

9.1. **Enrolment.** Subject to acceptance by the Company, holders of a Product and other eligible persons may enrol as Affiliates to promote the Products and earn Commissions on qualifying Referrals. The Company may accept or reject any application at its discretion.

9.2. **Independent contractor.** Affiliates are independent contractors. Nothing in these Terms creates an employment, agency, partnership, joint venture or franchise relationship. Affiliates have no authority to make any representation, warranty or commitment on the Company's behalf, and may not hold themselves out as doing so.

9.3. **Affiliate obligations.** As an Affiliate you agree to: (a) comply with these Terms, the Affiliate Marketing Guidelines, and all laws applicable to your promotional activity; (b) promote honestly and only using truthful, substantiated statements; (c) use only marketing materials provided or pre-approved by the Company, and not alter the Company's trademarks or content; and (d) clearly and conspicuously disclose your affiliate relationship wherever you promote, as required by applicable advertising and endorsement rules.

9.4. **Prohibited practices.** Affiliates must not: (a) make false, misleading, deceptive or unsubstantiated claims, including any income, earnings or "get rich" claims or guarantees of results; (b) send unsolicited bulk communications (spam) or violate anti-spam or telemarketing laws; (c) bid on the Company's trademarks or confusingly similar terms in paid search, or use deceptive domains, "typosquatting," cloaking, or cookie-stuffing; (d) make self-referrals or generate Referrals through their own purchases (unless expressly permitted); (e) engage in fraud, fake leads, or manipulation of tracking; (f) promote on sites or in contexts that are unlawful, adult, hateful, or otherwise inappropriate; or (g) misrepresent the Products, their benefits, price, or the nature of the Affiliate Programme.

9.5. **Commission structure.** The Affiliate Programme is **multi-level**. Commissions are calculated by the Platform from genuine purchases of the Products made by people in an Affiliate's referral organisation, according to the rules below, as updated from time to time and as further described in the Affiliate Marketing Guidelines. In general, FXTrade Investment Deposit purchases are rewarded through the **linear (unilevel) structure** (Sections 9.5.2–9.5.3 and 9.5.6) and Club Membership purchases are rewarded through the **two-sided (binary) structure** (Sections 9.5.4–9.5.5); the Platform applies the rules applicable to each purchase. **All Commissions are subject to the applicable Earning Cap (Sections 4.6 and 5.4), the daily limit (Section 9.5.5), and the reward charge (Section 7.3(c)).**

**9.5.1. Referral structures.** The programme uses two complementary structures:

- a **linear referral structure** (each person has one Sponsor, with multiple generations above them); and
- a **two-sided (binary) structure**, in which each Affiliate builds a "left" and a "right" team, and rewards are calculated on the **weaker** of the two sides ("weak-leg" matching). Placement of new members into a side follows the Sponsor's chosen setting (balance by volume, balance by headcount, or a fixed side).

**9.5.2. Direct referral bonus.** When a person you sponsor makes a qualifying purchase or upgrade, a one-time bonus is paid up the linear structure:

| Generation | Bonus on the purchase price |
|---|---|
| 1 (your direct referral) | 5% |
| 2 | 3% |
| 3 | 2% |

**9.5.3. Multi-level reward (on team activity).** As members in your organisation generate Daily Rewards, a percentage may be credited up the linear structure, by generation, subject to your rank and your own qualifying activity (Section 9.5.6):

| Generation | Rate | Minimum personal membership/deposit to earn this generation |
|---|---|---|
| 1 | 8% | US$100 |
| 2 | 6% | US$500 |
| 3 | 4% | US$2,500 |
| 4 | 2% | US$10,000 |
| 5 | 1% | US$25,000 |
| 6 | 1% | US$100,000 |
| 7 | 2% | US$400,000 |
| 8 | 4% | US$600,000 |
| 9 | 6% | US$800,000 |

| Generation | Rate | Minimum personal membership/deposit to earn this generation |
|---|---|---|
| 10 | 8% | US$1,000,000 |

You earn on a given generation only if that generation is within your rank's ”open levels” (Section 9.5.6) **and** your own qualifying amount meets that generation's minimum.

**9.5.4. Binary matching reward.** In the two-sided structure, a reward is calculated on newly matched volume on your weaker side. The applicable percentage depends on your active membership level:

| Level (highest active tier with referral cap remaining) | Weak-side rate |
|---|---|
| US$50 – US$200 | 4% |
| US$500 | 5% |
| US$1,000 | 6% |
| US$2,500 | 7% |
| US$5,000 | 8% |
| US$10,000 | 9% |
| US$25,000 | 10% |
| US$50,000 | 11% |
| US$100,000 | 13% |

In addition, when a member you sponsor earns a binary/direct reward, a **matching reward** may be credited to you and up to three further generations above you:

| Upline generation | Matching rate | Qualification |
|---|---|---|
| 1 | 20% | none |
| 2 | 15% | hold at least US$1,000 in active memberships |
| 3 | 10% | hold at least US$5,000 in active memberships |
| 4 | 5% | hold at least US$25,000 in active memberships |

**9.5.5. Daily limit on referral rewards.** The total binary, direct and matching rewards an Affiliate can earn in any rolling 24-hour period are capped at the **sum of the prices of that Affiliate's active memberships**. Amounts that would exceed this daily limit are not credited for that period.

**9.5.6. Ranks and ”open levels.”** An Affiliate holds the highest rank for which they meet all of the personal-volume, first-line-volume and total-team-volume requirements. Rank determines how many generations of multi-level reward (Section 9.5.3) an Affiliate can earn on (”open levels”) and may carry a one-time rank reward:

| Rank | Personal volume | First-line volume | Team volume | Open levels | Rank reward |
|---|---|---|---|---|---|
| 1 | US$100 | — | — | 1 | — |
| 2 | US$500 | US$1,500 | US$10,000 | 2 | US$200 |
| 3 | US$2,500 | US$7,500 | US$25,000 | 4 | US$750 |
| 4 | US$10,000 | US$30,000 | US$100,000 | 6 | US$4,000 |
| 5 | US$25,000 | US$75,000 | US$250,000 | 8 | US$12,500 |
| 6 | US$50,000 | US$150,000 | US$1,000,000 | 10 | US$60,000 |

”Team volume” counts only **active** memberships and Deposits in your organisation (those whose caps are not yet exhausted), so a rank can rise or fall over time as your organisation's volume changes. Rank rewards count against the Earning Cap.

**9.5.7. Leader bonus.** From time to time the Company may, at its discretion, distribute a leader-bonus pool among qualifying Affiliates. Each qualifying Affiliate's share is **vested over four weeks (25% per week)** and counts against the Earning Cap.

**9.5.8. Promotional incentives.** The Company may run limited-time incentive programmes (for example, merchandise or event-qualification promotions) with their own published qualification rules, windows and rewards. Such promotions may be started, paused, modified or ended at any time without affecting rewards already credited. Promotional rewards that carry a cash value count against the Earning Cap.

9.6. **Earning and payment of Commissions.** Commissions are earned only on bona fide, completed and paid Referrals that are not refunded, cancelled, charged back or fraudulent, and only to the extent permitted by the caps and limits in Sections 4.6, 5.4 and 9.5. The Company calculates Commissions using its own tracking and the rules above, which are determinative absent manifest error. Amounts that exceed any applicable cap or limit are forfeited and are not carried over. Commissions are credited to your Platform balance, from which they may be withdrawn in USDT on demand, subject to a minimum withdrawal of US$25, and net of the charges in Section 7.3.

9.7. **Reversals and clawbacks.** If a Referral is later refunded, charged back, cancelled or found to be fraudulent or in breach of these Terms, the related Commission is forfeited and may be deducted from current or future Commissions or otherwise reclaimed.

9.8. **Taxes.** Affiliates are solely responsible for determining, reporting and paying all taxes on Commissions they receive, and for any registration or reporting required where they operate. The Company may withhold amounts or collect tax information where required by law.

9.9. **Changes and termination.** The Company may modify the Affiliate Programme, including Commission rates, caps, ranks and structure, on reasonable notice. The Company may suspend or terminate an Affiliate, withhold or cancel Commissions, and require corrective action, in case of breach, suspected fraud, or legal requirement.

## 10. Earnings, risk and anti-pyramid disclaimer

10.1. **No guarantee of income.** Participation in the Affiliate Programme offers no guarantee of any income or profit. Your results depend on your own effort, skill, the genuine sales you generate, and other factors. Many participants earn little or no Commission. Any earnings figures, examples or testimonials are illustrative only, are not typical, and should not be taken as a promise of your results.

10.2. **Variable, capped rewards.** Any Daily Reward rate is variable, may change, and resets to its minimum where reinvestment conditions are not met. All rewards are capped per purchase (Sections 4.6 and 5.4) and by the daily limit (Section 9.5.5), and stop entirely once a cap is reached. Continued rewards require further purchases. You should not purchase any Product in the expectation of recovering or exceeding your outlay.

10.3. **Sales-based, not recruitment-based.** Commissions are intended to reward genuine sales of the Products to end users. You must not promote the Affiliate Programme as a scheme in which compensation is paid primarily for recruiting other participants.

10.4. **Not a security or regulated financial product.** Notwithstanding the name ”FXTrade Investment Deposit,” the Products and the Affiliate Programme are not, and are not intended to be, a security, a bank or savings deposit, a managed or collective investment fund, a financial instrument, or a guaranteed yield/return product, and the Company does not pool or invest participant funds on participants' behalf. Any Daily Reward or other credit is a contractual benefit and not a guaranteed return on invested capital.

## 11. Acceptable use

11.1. You agree not to: (a) use the Services for any unlawful purpose or in violation of these Terms; (b) infringe the intellectual property or other rights of any person; (c) upload malware or attempt to gain unauthorised access to the Platform or other accounts; (d) scrape, harvest or copy content except as expressly permitted; (e) interfere with or disrupt the Platform; or (f) resell, share or commercially exploit a Product except as an Affiliate under these Terms.

## 12. Intellectual property

12.1. The Platform and all content, software, trademarks, logos and materials made available through it are owned by the Company or its licensors and are protected by intellectual property laws. Except for the limited rights expressly granted here, no rights are transferred to you.

12.2. **Licence to Members.** Subject to these Terms, the Company grants Members a limited, revocable, non-exclusive, non-transferable licence to access and use the Club Membership content for personal, non-commercial use only.

12.3. **Licence to Affiliates.** Subject to these Terms, the Company grants Affiliates a limited, revocable, non-exclusive, non-transferable licence to use the Company's designated marketing materials and trademarks solely to promote the Products in accordance with the Affiliate Marketing Guidelines. This licence ends automatically on termination of Affiliate status, and the Company may revoke it at any time.

12.4. **Your content.** If you submit content (for example, reviews or community posts), you grant the Company a worldwide, royalty-free, non-exclusive licence to use, reproduce and display that content in connection with the Services. You are responsible for content you submit and must have the rights to submit it.

## 13. Third-party links and services

The Platform may contain links to, or integrate, third-party websites and services that the Company does not control. The Company does not endorse and is not responsible for third-party content, products or practices. Your dealings with third parties are solely between you and them.

## 14. Privacy

Your use of the Services is subject to our Privacy Policy (https://cdn.fxholding.com/pdf/PRIVACY_POLICY.pdf), which explains how we collect, use and protect personal data. By using the Services you consent to that processing. You also consent to receiving service-related communications and, where you have opted in or where permitted, marketing communications.

## 15. Disclaimers

15.1. To the maximum extent permitted by law, the Services are provided "as is" and "as available," without warranties of any kind, whether express, implied or statutory, including any implied warranties of merchantability, fitness for a particular purpose, accuracy, and non-infringement.

15.2. The Company does not warrant that the Services will be uninterrupted, secure, error-free, or that any content is accurate or complete, or that any particular result will be achieved.

15.3. Nothing in the Services is financial, investment, legal, tax or other professional advice, and you should obtain independent professional advice before acting.

## 16. Limitation of liability

16.1. To the maximum extent permitted by law, the Company and its directors, officers, employees and agents will not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, or for any loss of profits, revenue, data, goodwill or anticipated savings, arising out of or relating to the Services, even if advised of the possibility.

16.2. To the maximum extent permitted by law, the Company's total aggregate liability arising out of or relating to these Terms or the Services will not exceed the greater of (a) the total amounts you paid to the Company in the twelve (12) months before the event giving rise to the claim, or (b) USD 100.

16.3. Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited, including liability for fraud or for death or personal injury caused by negligence. Some jurisdictions do not allow certain exclusions, so some of the above may not apply to you.

## 17. Indemnification

You agree to indemnify, defend and hold harmless the Company and its directors, officers, employees and agents from and against any claims, losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or relating to: (a) your breach of these Terms; (b) your use of the Services; (c) your promotional or marketing activities as an Affiliate; (d) content you submit; or (e) your violation of any law or third-party right.

## 18. Term, suspension and termination

18.1. These Terms apply while you use the Services and continue for any provision that by its nature should survive.

18.2. You may stop using the Services and cancel your Club Membership, Deposit and Affiliate status at any time under Section 8 and Section 9.

18.3. The Company may suspend or terminate your access, Products, or Affiliate status, with or without notice, if you breach these Terms, if we suspect fraud or unlawful activity, or as required by law. On termination for cause, fees already paid are non-refundable (subject to mandatory law) and unpaid Commissions associated with the breach are forfeited.

## 19. Changes to these Terms

The Company may update these Terms from time to time. We will post the updated version with a new "Last updated" date and, for material changes, provide reasonable notice (for example, by email or an in-Platform notice). Changes take effect when posted unless stated otherwise. Your continued use of the Services after changes take effect constitutes acceptance. If you do not agree, you must stop using the Services and may cancel.

## 20. Governing law and dispute resolution

20.1. **Governing law.** These Terms and any dispute arising out of or relating to them or the Services are governed by the laws of the Republic of Panama, without regard to conflict-of-laws rules.

20.2. **Informal resolution.** Before commencing formal proceedings, you agree to first contact the Company at office@fxholding.com and attempt in good faith to resolve the dispute for at least 30 days.

20.3. **Arbitration.** Any dispute not resolved informally will be finally settled by binding arbitration seated in Panama City, Republic of Panama, conducted in English under the rules of the Conciliation and Arbitration Centre of Panama (CeCAP) by one (1) arbitrator. To the maximum extent permitted by applicable law, the arbitration will be conducted on an individual basis only, and you and the Company waive any right to bring or participate in a class, collective or representative action.

20.4. **Mandatory consumer protections.** Where you deal with us as a consumer, this Section does not deprive you of the protection of mandatory provisions of the law of your country of habitual residence, and you may have the right to bring proceedings in your local courts where such law so provides.

## 21. Compliance, anti-money laundering and sanctions

21.1. You agree to comply with all applicable anti-money laundering, counter-terrorist financing, anti-corruption and sanctions laws.

21.2. The Company may request identity, source-of-funds, tax or other information to meet its legal and compliance obligations (risk-based "know-your-customer" checks, typically applied to accounts identified as higher-risk or suspected of abuse), and may delay, refuse, suspend or report any transaction, and freeze any payout, where required or where it suspects unlawful activity.

21.3. You represent that you are not a sanctioned person and will not use the Services on behalf of, or for the benefit of, any sanctioned person or territory.

## 22. General

22.1. **Entire agreement.** These Terms, together with the documents they incorporate, are the entire agreement between you and the Company regarding the Services and supersede prior agreements on that subject.

22.2. **Severability.** If any provision is held invalid or unenforceable, the remaining provisions remain in full force, and the invalid provision will be limited or removed to the minimum extent necessary.

22.3. **No waiver.** A failure to enforce any provision is not a waiver of it.

22.4. **Assignment.** You may not assign or transfer these Terms without the Company's prior written consent. The Company may assign these Terms, including in connection with a merger, acquisition or sale of assets.

22.5. **Notices.** The Company may give notice by posting on the Platform or by email to the address on your Account. You may contact the Company using the details in Section 23.

22.6. **Force majeure.** The Company is not liable for any failure or delay caused by events beyond its reasonable control, including acts of God, natural disasters, war, civil unrest, labour disputes, failures of telecommunications or internet providers, payment-processor outages, or governmental action.

22.7. **Language.** These Terms may be made available in English and Spanish. In the event of any conflict between versions, the English version prevails.

22.8. **Electronic communications.** You consent to receiving communications and to transacting with the Company electronically, and agree that electronic agreements and notices satisfy any legal requirement that such communications be in writing.

22.9. **Headings.** Headings are for convenience only and do not affect interpretation.

## 23. Contact

FX NETWORK, INC. Folio No. 155783603, Public Registry of Panama Registered office: Calle Bethania, Avenida Simón Bolívar, Edificio Edison Corporate Center, Torre A, Oficina 7E, Ciudad de Panamá, República de Panamá Resident Agent: Panama Legal Business (PANLEB) Email: office@fxholding.com Website: https://fxholding.com