

Cooperation Agreement between the Trader and XFINE

GENERAL TERMS OF XFINE

These General Terms and Conditions of XFINE (hereinafter referred to as “GTC,” “Terms”) govern the rights and obligations related to the use of the services provided by XFINE LTD. (hereinafter referred to as “Services”), primarily offered through the website www.x-fine.com (hereinafter referred to as “Website”). Please read these Terms carefully. If you do not agree with any part of these Terms or do not understand them, you should not use the Services.

1. INTRODUCTORY PROVISIONS

1.1. These Terms govern your rights and obligations (hereinafter referred to as “you,” “your,” or “Client”) in connection with the use of Services provided by XFINE Ltd., registered in Saint Lucia under registration number 2024-00596 and in the relevant registry managed by the Financial Services Regulatory Authority (FSRA).

1.2. By registering on the Website or starting to use the Services, you enter into an agreement with the Provider, under which the Services you selected will be provided. These Terms form an integral part of that agreement. By entering into the agreement, you confirm that you accept these Terms.

1.3. The Services are intended only for individuals over 18 years of age who reside in countries where the Services are available. By registering, you confirm that you are over 18 years old. If you are under 18, the use of the Services is prohibited. You agree to use the Services only from countries where they are available. You acknowledge that in some countries access to the Services may be restricted by law, and you agree to use them in accordance with applicable law.

1.4. The Provider does not offer Services to Clients who:

- (i) are citizens or residents of restricted jurisdictions;
- (ii) are registered or located in such jurisdictions;
- (iii) are subject to international sanctions;
- (iv) have a criminal record related to financial crimes or terrorism.

The list of restricted jurisdictions is published on the Website. The Provider has the right to refuse to provide Services or terminate them for such Clients.

1.5. The Services include the provision of tools for simulated trading in the FOREX market and other financial markets, analytical tools, educational materials, access to the Personal Account, and other related services. You acknowledge that trading conducted through the Services is not real, and the funds provided for demo trading are fictitious. You are not entitled

to receive or use these funds outside of the demo trading environment. Profits are not paid out, and losses are not recovered.

1.6. No Services provided by the Provider are considered investment services by law. The Provider does not provide investment advice, recommendations, or instructions and does not accept such from Clients. Even if the Provider's employees make statements regarding trading, this is not considered investment advice, and the Provider is not responsible for such statements.

1.7. Your personal data is processed in accordance with the Privacy Policy.

1.8. Definitions and terms used in these Terms are provided in **Section 18**.

2. SERVICES AND ORDERING

2.1. You can order Services through the Website by filling out the relevant registration or order form. After registration, you will receive a login to access your Personal Account and/or Trading Platform.

2.2. The Services include, among other things, products such as Free Trial, XFINE Challenge, XFINE Trial, Single-phase XFINE Challenge, and XFINE Funded. They may differ in the scope of provided tools. The Free Trial provides limited access free of charge for a short period. Completing it does not entitle you to further Services.

2.3. All information you provide through forms or the Personal Account must be accurate and up to date. You are obligated to immediately update your information when it changes. The Provider is not obliged to verify the accuracy of the data.

2.4. If you provide a TIN, registration number, or indicate that you are a legal entity, you will be considered an entrepreneur (trader), and the consumer protection provisions will not apply to you.

2.5. The fee for XFINE Challenge depends on the selected initial capital, risk level, and other parameters. Details and prices are available on the Website. The Provider may offer Services under individual terms at its discretion.

2.6. Payment is charged for access to XFINE Challenge. The Client is not entitled to a refund of the fee, even if:
– they closed their Personal Account,
– they stopped participating in XFINE Challenge,
– they failed Verification,
– they violated these Terms.

2.7. If the Client unjustly disputes a payment through a bank or payment service (e.g., chargeback), the Provider has the right to cease providing Services and refuse further service.

2.8. Your chosen configuration of XFINE Challenge automatically applies to XFINE Trial. It cannot be changed after selection. This does not apply when you order a new XFINE Challenge.

2.9. The Provider reserves the right to **change prices and parameters of the Services at any time**. Changes do not apply to already purchased Services.

2.10. You can check and change the order details before final confirmation. The order is considered completed after submitting the form. In the case of Free Trial, the agreement is considered concluded upon receiving the confirmation email. In the case of XFINE Challenge – after payment.

2.11. You are responsible for providing the necessary technical equipment, internet access, and software, including the software for the trading platform. Compatibility of the equipment is not guaranteed.

2.12. If the Client **unusually frequently orders** Services within a short time, the Provider may warn them via the Personal Account. If **the behavior repeats**, orders may be suspended. If the actions are related to Forbidden Trading Practices, measures outlined in Section 5 will be applied.

3. PAYMENT TERMS

3.1. The cost of XFINE Challenge options is stated in US dollars (USD).

3.2. The cost of Services includes all taxes. If the Client is an entrepreneur (trader), they are obligated to fulfill all tax obligations in accordance with applicable law, including paying the relevant taxes and fees.

3.3. You can pay for the selected XFINE Challenge option using payment methods available on the Website at the time of ordering.

3.4. When paying by card or other fast methods, payment is made immediately. If you choose a bank transfer, the Provider will send you a proforma invoice (payment bill) by email with the amount and details. You must pay the invoice within the specified period.

Payment is considered completed when the full amount is received by the Provider's account.

If you do not pay the invoice on time, the Provider has the right to cancel your order.

The Client is responsible for paying all fees charged by the payment provider and must ensure that the payment for XFINE Challenge is made in full.

4. CLIENT SECTOR AND TRADING PLATFORM

4.1. Each client is allowed only one client sector, and all their services must be supported within this sector.

4.2. The total number of XFINE Challenges for one client sector may be limited depending on the total amount of initial capital ordered for the products or other parameters. If the Provider does not provide an exception for the client, the initial capital amounts cannot be transferred

between separate products or combined. Results, service parameters, data, or any other information cannot be transferred or combined between products.

4.3. Access to the client sector and the trading platform is protected by a login, which the client must not provide or share with third parties. If the client is registered as a legal entity, they may grant access to the services through their client sector to authorized employees and representatives. The client is responsible for all actions performed through their client sector or trading platform. The Provider is not responsible, and the client is not entitled to compensation for any abuse of the client sector, trading platform, or any parts of the services if the abuse occurs due to the client's fault.

4.4. The client understands that the services may not be available 24/7, especially due to technical maintenance, updates, or other reasons. In particular, the Provider is not responsible, and the client is not entitled to compensation for the unavailability of the client sector or trading platform, nor for the loss or damage of data or other content uploaded, transmitted, or stored through the client sector or trading platform.

4.5. The client may request the cancellation of their client sector at any time by sending an email to support@x-fine.com. Sending a cancellation request for the client sector is considered a request to terminate the contract with the client, and the client will no longer have the right to use the services, including the client sector and trading platform. The Provider will immediately confirm the receipt of the request via email, and the contractual relationship between the client and the Provider will be terminated. In this case, the client is not entitled to a refund of any fees or expenses already paid.

5. DEMO-TRADING RULES

5.1. During demo trading on the trading platform, you can execute any trades, as long as they do not constitute prohibited trading strategies or practices as outlined in Section 5.4. You also agree to follow standard market rules and trading practices in financial markets (e.g., risk management rules). Restrictions may also be imposed by the trading conditions of the platform you choose.

5.2. You confirm that the Provider has access to information about demo trades you perform on the trading platform. You consent to the Provider sharing this information with individuals or organizations that are part of or affiliated with the Provider, and you allow them to process this information at their discretion. You agree that these actions may be carried out automatically without the need for additional consent from you, and you are not entitled to any compensation or income related to the use of this data by the Provider.

5.3. The Provider is not responsible for the information displayed on the trading platform or for any interruptions, delays, or inaccuracies in the market information displayed through your client sector.

5.4. PROHIBITED TRADING PRACTICES

5.4.1. During demo trading, the following practices are prohibited:

- (a) Using trading strategies that exploit errors in services, such as price display errors or delays in price updates;
- (b) Trading using external or slow data streams;

- (c) Executing trades with the intent to manipulate trading, such as simultaneously opening opposite positions;
- (d) Executing trades that contradict the Provider's terms and the trading platform's conditions;
- (e) Using software, artificial intelligence, ultra-high-speed methods, or mass data input that may manipulate or provide an unfair advantage when using the Provider's systems or services;
- (f) Trading using market gaps when opening trades before or right after significant world news or events that affect financial markets;
- (g) Using Martingale strategies, grid strategies, or aggressive averaging (DCA), which involve increasing the position size in the direction of a losing trade without a clearly defined trading plan, stop loss, and risk management;
- (h) Other actions that contradict the principles of fair trading in financial markets.

5.4.2. As a client, you must understand and agree that all our services are intended for personal use only, and you alone have the right to access your XFINE accounts and execute trades on their behalf. You cannot allow third parties to trade on your accounts.

5.4.3. The client must not use services to manipulate trading strategies, such as opening trades that significantly differ in size from other positions.

5.5. If a client participates in prohibited trading practices, the Provider may consider this as a breach of the XFINE Challenge terms and may exclude such trades from the trading history, cancel the provided services, or immediately terminate the agreement.

6. XFINE Challenge and Trial

6.1. After paying for the selected XFINE Challenge option, the client will receive the corresponding login credentials for the trading platform to the email address or client sector provided by them. The client activates the XFINE Challenge by opening the first demo trade on the trading platform. You confirm that by opening the first trade on the demo account, you are directly requesting the Provider to begin providing all services in full. If you are a consumer, this means that you agree to the commencement of the contract execution before the expiration of the 14-day withdrawal period. As a result, your right to withdraw from the contract early is terminated. More detailed information is provided in Section 12 of these Terms. If the client does not activate the XFINE Challenge within 30 calendar days from when the service was provided, access to the Challenge will be suspended.

6.2. To fulfill the XFINE Challenge conditions, the client must simultaneously meet all the following parameters:

6.2.1. The client has opened at least one demo trade on at least five different calendar days.

6.2.2. Throughout the XFINE Challenge period, on no calendar day shall the client record a loss from any demo trades opened and closed on that day that exceeds the percentage of the initial capital, as specified below:

- XFINE Challenge: 5% of the initial capital at the start of the day.

6.2.3. Throughout the XFINE Challenge, the client shall not record a loss from all opened and closed demo trades that, in total, exceeds the following percentage of the initial capital:

- XFINE Challenge: 10% of the initial capital.

6.2.4. The client must be in overall profit from all closed demo trades by at least 10% of the initial capital for the XFINE Challenge.

6.2.5. The client must comply with the Consistency Rule, which stipulates that no single profitable demo trade considered in the overall profit calculation should account for more than 40% of the total profit from all demo trades closed during the XFINE Challenge. A violation of this rule is considered a breach of the XFINE Challenge conditions. The specified parameters are explained in more detail on the website.

6.3. If the client meets the XFINE Challenge conditions outlined in Section 6.2 and has not violated these General Terms and Conditions (GTC), specifically the demo trading rules described in Section 5.4, the Provider will evaluate the XFINE Challenge as successful and will provide the client with the opportunity to proceed to the XFINE Trial for free, sending login credentials to the client's email or client sector. The Provider is not obligated to evaluate the XFINE Challenge if the client has not closed all trades.

6.4. The client activates the XFINE Trial by opening the first demo trade on the trading platform. If the client does not activate the XFINE Trial within 30 calendar days from receiving the new login details, access to the account will be suspended.

6.5. To fulfill the XFINE Trial conditions, the client must simultaneously meet all the following parameters:

6.5.1. During the XFINE Trial, the client opened at least one demo trade on at least five different calendar days.

6.5.2. During the XFINE Trial, on no calendar day shall the client record a loss from any demo trades opened and closed on that day that exceeds the percentage of the initial capital, as specified below:

- XFINE Trial: 5% of the initial capital at the start of the day.

6.5.3. During the XFINE Trial, the client shall not record a loss from the sum of all opened and closed demo trades that, in total, exceeds the following percentage of the initial capital:

- XFINE Trial: 10% of the initial capital.

6.5.4. The client must be in overall profit from all closed demo trades by at least 5% of the initial capital for the XFINE Trial.

6.5.5. The client must comply with the Consistency Rule, which stipulates that no single profitable demo trade considered in the overall profit calculation should account for more than 30% of the total profit from all demo trades closed during the XFINE Trial. A violation of this rule is considered a breach of the XFINE Trial conditions. The specified parameters are explained in more detail on the website.

6.6. To fulfill the XFINE Trial conditions, the client must meet the following requirements:

6.6.1. The client has met the XFINE Trial conditions outlined in Section 6.5;

6.6.2. The client has not violated these General Terms and Conditions (GTC), specifically the demo trading rules described in Section 5.4;

6.6.3. The client has not exceeded the maximum capital allocated for the XFINE Challenge or Verification, which is \$400,000, either individually or collectively, for one client or each trading strategy, under the active XFINE Trader agreement if the client is already participating in the XFINE Trader program.

If all these conditions are met, the Provider will evaluate the XFINE Trial as successful and will recommend the client as a candidate for participation in the XFINE Trader program. The Provider is not obligated to evaluate the XFINE Trial if the client has not closed all trades.

6.7. If the client does not meet some of the conditions specified in Sections 6.2.2 or 6.2.3 during the XFINE Challenge, the XFINE Challenge will be considered unsuccessful, and the client will not gain access to the subsequent XFINE Trial. If the client does not meet some of the conditions specified in Sections 6.5.2 or 6.5.3 during the XFINE Trial, the XFINE Trial will be considered unsuccessful, and the client will not be recommended as a candidate for the XFINE Trader program. In such cases, the client's account and services will be canceled without a refund of any fees paid.

6.8. A recommendation for the client to participate in the XFINE Trader program does not guarantee that the client will be accepted into the program. The Provider is not responsible for rejecting the client's application for the XFINE Trader program for any or no stated reasons.

7. Single-phase XFINE Challenge

7.1. After paying for the single-phase XFINE Challenge, the client will receive login details for the trading platform at the provided email address or client sector. The Challenge is activated by opening the first demo trade. If the client does not activate the Challenge within 30 calendar days from the moment of providing access, the Challenge will be suspended.

7.2. To successfully complete the single-phase XFINE Challenge, the client must simultaneously meet all the following parameters:

7.2.1. Open at least one demo trade on at least five different calendar days.

7.2.2. During the entire single-phase XFINE Challenge, on no calendar day shall the client record a loss from closed demo trades exceeding 3% of the initial capital at the start of the day.

7.2.3. The total loss from all closed demo trades throughout the single-phase XFINE Challenge must not exceed 6% of the initial capital.

7.2.4. The client must be in overall profit from all closed demo trades by at least 10% of the initial capital.

7.2.5. The client must comply with the Consistency Rule, in which no profitable demo trade considered in the overall profit calculation should account for more than 30% of the total profit from all closed demo trades. A violation of this rule is considered a breach of the single-phase XFINE Challenge conditions.

7.3. If the client meets all conditions specified in Section 7.2 and has not violated the General Terms and Conditions (GTC), including demo trading rules, the Provider may consider the Challenge successful and send the client further instructions. The Provider is not obligated to evaluate the single-phase XFINE Challenge if the client has not closed all demo trades.

7.4. **XFINE TRADER**

If the client successfully completes the Single-phase XFINE Challenge, they may receive an offer from the company to participate in the XFINE Trader program, at the company's discretion. The terms, conditions, and agreement between the client and the company are solely between them. If such a contract is offered, the client's details may be shared with a third party for consideration.

8. XFINE Funded and Master

8.1. **Definition of Target Profit.**

The Target Profit is set at 10% of the Initial Balance of the Funded Account provided to the Trader by the Company under this Agreement. The Initial Balance is \$5,000 or \$10,000, depending on the selected Funded Challenge option.

8.2. Risk Limits

As part of the risk management terms, the Trader is required to adhere to the following limits (for Funded accounts and Single-Step Challenge Master accounts):

- a) Maximum Trailing Drawdown: 3% of the maximum achieved equity/balance for Funded accounts
- b) Maximum Trailing Drawdown: 5% of the maximum achieved equity/balance for Single-Step Challenge Master accounts.

Violation of these limits is considered a material breach of the Agreement and will result in immediate termination of access to the Funded Account without prior notice.

- c) Maximum risk per Trading Idea: 2% of the current trading account balance.

8.2.1. **Definition of a Trading Idea**

A Trading Idea is a set of trades that simultaneously meet the following conditions:

- the same instrument;
- the same direction (buy or sell);
- The interval between entries or exits is no more than 60 minutes.

All such trades are considered one Trading Idea, regardless of:

- the number of orders;
- the outcome (profit or loss);
- partial closings or additions to the position.

8.2.2. **Risk Calculation**

Risk is determined by the stop loss. Risk amount = distance from entry price to stop loss × position volume. If the stop loss has changed, the maximum distance recorded at any point in the trade is taken into account. For multiple trades within a single Trading Idea, the total risk is equal to the sum of the risks for all trades.

8.2.3. **Risk Limit and Waiting Period**

The total risk for a single Trading Idea must not exceed 2% of the balance. After reaching the limit, opening new trades on the same instrument and in the same direction is prohibited for at least 60 minutes. Profit does not reduce the risk already used for the Trading Idea.

8.2.4. Additional Requirements

A stop-loss must be set no later than 1 minute after opening a trade.

8.2.5. Control and Penalties

The first violation is a soft breach.

A second violation is a hard breach, which may result in account access being terminated. Profits from a trade that violates this rule may be cancelled; losses remain with the trader.

8.3. Consequences of Reaching the Target Profit

From the moment the Target Profit is reached, the following provisions apply:

- a) The Target Profit is fixed and becomes the new maximum drawdown level. If the Account Equity at any time falls below the Initial Balance plus the Target Profit, the Company reserves the right to immediately terminate the Agreement without prior notice.
- b) The Trader has the right to request payment of the entire Target Profit. In such a case, the Company will make the payment, and the Agreement is deemed terminated at the Trader's initiative. The Funded Account will be deactivated.
- c) Any profit in excess of the Target may be withdrawn in accordance with the Company's rules and this Agreement.

8.4. Profit Distribution
The profit earned on the Funded Account is distributed between the Company and the Trader according to the ratio established in the Contract.

8.5. Withdrawal Conditions
The first profit withdrawal is allowed no earlier than 14 calendar days from the activation of the Funded Account. All subsequent withdrawals are allowed with at least 7 calendar days between requests.

8.6. Monthly Payouts
The Company makes profit payouts no later than the 15th of the month following the reporting month, provided that all conditions of the Agreement are met.

8.7. Withholding Funds
The Company may withhold part of the profit to cover operational expenses or in the case of violations of risk management rules.

8.8. Guarantee Deposit
In case the Trader reaches the Target Profit level, the specified amount is fixed as the Guarantee Deposit.

9. USE OF THE WEBSITE, SERVICES, AND OTHER CONTENT

9.1. The website and all Services, including the Client section, their appearance, applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video materials, as well as any other content constituting the Website and Services (collectively "Content"), are protected by copyright and other legislative acts and are the property of the Provider or its licensors. The Provider grants you a limited, non-exclusive, non-transferable, non-assignable, and revocable license to use the Content for personal use and in accordance with the purpose of the Services. The Content is not sold or transferred to you, remaining the property of the Provider or its licensors.

9.2. All trademarks, logos, trade names, and other designations are the property of the Provider or its licensors, and the Provider does not grant you any rights to use them.

9.3. Both the Client and the Provider are obligated to act in good faith when fulfilling the contract and during negotiations, specifically not to harm the good reputation or lawful interests of the other party. All disagreements or disputes between the Client and the Provider must be resolved in accordance with these GTC and applicable legislation.

9.4. Except for the rights expressly provided by these GTC, the Provider does not grant you any other rights regarding the Services and Content. You may use the Services and Content only in accordance with these GTC.

9.5. When accessing the Services and Content, the following is prohibited:

9.5.1. Using any tools that may negatively affect the operation of the Website and Services or are aimed at exploiting errors, bugs, or other defects in the Website and Services;

9.5.2. Bypassing geographical access restrictions or other technical limitations;

9.5.3. Creating copies or backup copies of the Website and other Content;

9.5.4. Conducting reverse engineering, decompiling, disassembling, or modifying the Website and Content;

9.5.5. Selling, renting, transferring, licensing, distributing, reproducing, broadcasting, or using the Services or Content in any other way not permitted;

9.5.6. Using automated means to view, display, or collect information through the Website or Services;

9.5.7. Using any other means or tools whose use may harm the Provider.

9.6. The provisions of Section 8 are not intended to limit the Client's rights as a consumer, which cannot be excluded by law.

10. DISCLAIMER OF LIABILITY

10.1. You acknowledge that the Services and Content are provided “as is,” with their errors, defects, and shortcomings, and their use is at your own risk. To the maximum extent permitted by mandatory law, the Provider disclaims all legal, contractual, express, and implied warranties, including warranties of quality, merchantability, fitness for a particular purpose, or non-infringement of rights.

10.2. The Provider is not liable for any damages, including indirect, incidental, special, punitive, or consequential damages, including loss of profits, data loss, personal or other intangible harm, or property damage, caused by the use of the Services or reliance on the tools, functionality, information, or any other Content available in connection with the use of the Services or Website.

10.3. The Provider reserves the right to change, replace, add, or remove elements and functions of the Services at any time without compensation.

10.4. The Provider is not liable for the inability to provide the Services if it is related to technical or operational problems, crises, natural disasters, wars, uprisings, pandemics, or other force majeure circumstances.

10.5. The provisions of Section 9 are not intended to limit the Client’s rights as a consumer or other rights that cannot be excluded by law.

11. BREACH OF GENERAL TERMS AND CONDITIONS

11.1. If the Client breaches any provision of these GTC that may cause harm to the Provider, specifically if the Client accesses the Services in violation of Sections 1.3 or 1.4, provides incomplete, incorrect, or outdated information in violation of Section 2.3, acts in a way that may harm the Provider’s reputation, violates demo trading rules as per Section 5.4, violates Section 8.3, or performs any actions listed in Section 8.5, the Provider may limit the Client’s access to the Services, including the Client section and trading platform, fully or partially, without prior notice and without compensation.

12. COMMUNICATION

12.1. You confirm that all communication from the Provider or its partners regarding the provision of Services will be conducted through the Client section or your registered email address. Written electronic communication via email or the Client section is also considered written communication.

12.2. Our email address for communication: support@x-fine.com

13. RIGHT TO WITHDRAW FROM THE CONTRACT

13.1. If you are a consumer, you have the right to withdraw from the contract without explanation within 14 days from its conclusion (see Section 2.10 for details on the contract conclusion time). PLEASE NOTE THAT IF YOU START DEMO-TRADING BEFORE THE END OF THE ESTABLISHED PERIOD, YOU LOSE THE RIGHT TO WITHDRAW FROM THE CONTRACT.

13.2. Your withdrawal from the contract must be sent to our email address support@x-fine.com within the established period. You may use the form template available on our website. We will confirm the receipt of the form in writing without unnecessary delay. In case of withdrawal from the contract, we will return all amounts received from you within no more than 14 days after your withdrawal, using the same method you used for payment.

13.3. The Provider has the right to withdraw from the contract in case of breach by the Client of the conditions specified in Section 10. The withdrawal becomes effective upon receipt of the notice by the Client's email or through the Client section.

14. NON-COMPLIANCE WITH PERFORMANCE

14.1. If the Services do not comply with what was agreed upon or were not provided to you, you have the right to file a claim in case of defective performance. The Provider does not provide guarantees regarding the quality of services. You must immediately notify us of any defect at our email address or the address specified in Section 11.2. When filing a claim, you may demand the rectification of the defect or a reasonable discount. If the defect cannot be rectified, you may withdraw from the contract or demand a reasonable discount.

14.2. We will try to resolve your complaint as soon as possible (no later than 30 calendar days) and confirm the receipt and resolution in writing. If we do not resolve the complaint within the time frame, you have the right to withdraw from the contract. You can submit a complaint by sending an email to support@x-fine.com.

15. AMENDMENT OF THE GENERAL TERMS

15.1. The Provider reserves the right to amend these GTC at any time, affecting previously concluded contracts. The Provider will notify the Client of changes to the GTC at least 7 days before the changes come into effect via the Client section or email. If the Client disagrees with the changes, they have the right to reject them. To do so, the Client must notify the Provider no later than the last business day before the changes come into effect by sending a rejection to our email address support@x-fine.com. Upon receiving the rejection, the contract will be terminated. If the Client does not reject the changes, it is considered that they agree to the new version of the GTC.

15.2. If changes concern a new service or additional features, or if the changes are exclusively beneficial to the Client, the Provider may notify the Client of such changes less than 7 days before they come into effect, but no later than the day before the changes take effect.

15.3. The Provider may amend the GTC for the following reasons:

- 15.3.1. To introduce new services or products or changes to existing services or products;
- 15.3.2. To reflect legal or regulatory requirements applicable to the Provider;
- 15.3.3. To make these GTC clearer or more useful for the Client;
- 15.3.4. To adjust how we provide our Services, particularly if changes are needed due to technological or internal process changes;
- 15.3.5. To account for changes in the cost of doing business.

16. NON-JUDICIAL RESOLUTION OF CONSUMER CLAIMS

16.1. Our goal is for clients to be satisfied with XFINE's services, so if you have complaints or suggestions, we will be happy to resolve them directly with you, and you can contact us via email or at the address provided in Section 12.2.

17. TERM AND TERMINATION OF THE CONTRACT

17.1. The contract is concluded for a specific term until the Client either completes the XFINE Challenge or XFINE Trial or unsuccessfully completes one of these tasks in accordance with Sections 6.2 or 6.5.

17.2. The contract may be terminated by either party before the term in accordance with these GTC. The contract is automatically and immediately terminated if the Client does not open at least one demo trade within 30 consecutive days during the XFINE Challenge or XFINE Trial.

17.3. Notwithstanding Section 17.2, the Provider may terminate this contract with cause and immediately if the execution of the Services under the contract affects the Provider's ability to comply with its legal obligations or the decisions of government bodies or other regulators.

17.4. Either party may terminate the contract without specifying a reason by notifying the other party 7 days in advance in accordance with Section 11.

18. FINAL PROVISIONS

18.1. The Provider has not adopted any codes of conduct for consumers.

18.2. These GTC constitute the complete terms and conditions agreed between you and the Provider and supersede any previous agreements regarding the subject of these GTC, whether oral or written.

18.3. Nothing in these GTC should limit legal claims outlined in other parts of these GTC or arising under applicable law. If the Provider or any third party authorized by this does not enforce these GTC, it cannot be considered a waiver of any rights or claims.

18.4. The Provider may transfer any claim arising from these GTC or any agreement to a third party without your consent. You agree that the Provider may transfer its rights and obligations under these GTC or any agreement (or part thereof) to a third party. The Client may not transfer or assign their rights and obligations under these GTC or any agreements, or any claims arising from them, in whole or in part, to a third party.

18.5. If any provision of these GTC is found to be invalid or ineffective, it will be replaced with a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of other provisions. No past or future practice established between the parties, and no customs existing generally or in the industry, will apply, nor will rights or obligations arise from them. They will also not be considered when interpreting the expressions of the parties' intent.

18.6. Appendices to these GTC are an integral part of these GTC. In the case of a conflict between the text of the main provisions of these GTC and any appendices, the main provisions of the GTC will prevail.

18.7. Before mutually accepting these GTC, the parties have carefully evaluated the potential risks arising from these GTC and accepted these risks.

19. DEFINITIONS, EXPRESSIONS, AND ABBREVIATIONS

19.1. For the purposes of these GTC, the following definitions have the following meanings:

19.1.1. "Client Section" means the user interface located on the website;

19.1.2. "Content" means the website and all Services, including the Client Section, their appearance, and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio, and video materials, as well as any other content that may constitute the website and Services (as specified in Section 8.1);

19.1.3. "Client" means the user of the Services (as stated in Section 1.1);

19.1.4. "Events" means events specified in Section 5.4.1(f)(i);

19.1.5. "XFINE Challenge and XFINE Trial Trading Account" means the trading accounts associated with educational trading courses provided by the Provider within the Services;

19.1.6. "XFINE Trader Trading Account" means the trading account associated with the XFINE Trader program.

19.1.7. "Prohibited Trading Practices" means trading practices strictly prohibited when using our Services, as outlined in Section 5.4 of these GTC;

19.1.8. "GTC" means these General Terms and Conditions of XFINE;

19.1.9. "Provider" means the provider of specific Services (as stated in Section 1.1);

19.1.10. "Appendices" means Appendix 1 and any other Appendices that are part of these GTC;

19.1.11. "Services" means the services provided by the Provider as specified in Sections 1.1 and 1.5;

19.1.12. "Trading Platform" means the electronic interface through which the Client engages in demo trading;

19.1.13. "Website" means the website www.xfine.com.

19.2. For the purposes of these GTC and their Appendices, the following expressions and abbreviations have the following meanings:

- 19.2.1. “Calendar Day” means the period from midnight to midnight according to the trading platform server time;
- 19.2.2. “Initial Capital” means the fictitious amount selected by the Client when choosing the XFINE Challenge option and which they will use for demo trading;
- 19.2.3. “CZK” means Czech Koruna;
- 19.2.4. “EUR” means Euro;
- 19.2.5. “USD” means US Dollar;
- 19.2.6. “GBP” means British Pound;
- 19.2.7. “CAD” means Canadian Dollar;
- 19.2.8. “AUD” means Australian Dollar;
- 19.2.9. “NZD” means New Zealand Dollar;
- 19.2.10. “SEK” means Swedish Krona.