Terms of Service

1. Purpose and Scope

These Terms of Service ("Terms") govern the contractual relationship between **CXM Group (SC) LTD** ("the Firm", "we", "us"), a company incorporated in the Republic of Seychelles, with its registered address at House of Francis, Office 101(A) Ile du Port, Mahe, Seychelles, and the client ("you"). The Firm is a Securities Dealer with license number SD231, authorised and regulated by the Seychelles Financial Services.

This Policy applies to all clients and sets out the basis on which you may transact on the Firm's trading platforms. These Terms should be read in conjunction with the available policies on the Firm's website including the Firm's Client Agreement, Leverage Policy, Liquidity Guidelines, and any other policies available on the Firm's website.

2. Acceptance

These Terms are legally binding and shall take effect and are deemed accepted when you register and confirm acceptance through the Firm's website. Entering into these Terms does not itself constitute a trade and does not oblige you to enter into any future transaction.

3. No Advice

We deal with you on an execution-only basis. We do not provide advice on the merits of entering into these Terms or any Transaction, and we do not provide tax, financial, legal or any other advice. You should seek independent advice before trading

4. Capacity

We act as principal, and not as agent, in all dealings with you and are the counterparty to your trades. You deal with us as principal and not as agent or representative of another person unless we agree otherwise in writing.

5. Language

You may communicate with us in English. Where a document is translated into another language, this is for information only and the English version prevails.

6. Charges and Payments

You will pay our charges as agreed from time to time, which we may deduct from funds held on your behalf. Where we receive an amount in a currency other than that in which it was payable, you indemnify us for any resulting cost or loss on conversion.

All Rights Reserved, CXM Group (SC) LTD, 2026

7. Deposits, Withdrawals and Client Money

We accept deposits by approved payment methods; no cash is accepted. Withdrawals are processed to the same source and subject to applicable regulation, to the same named accountholder from which funds originated. We do not permit third-party deposits or withdrawals, nor transfers between unrelated accounts.

Client funds are held in one or more segregated client bank accounts, separate from the Firm's own operating funds.

8. Taxes

You are responsible for all taxes that may arise in relation to a transaction, whether under current or changed law or practice. We shall have no responsibility for any of your tax liabilities, or for providing information or advice in respect of such liabilities and shall not be responsible for notifying you of a change in tax law or practice.

9. Conflicts of Interest

You acknowledge that we and our affiliates may have financial interests, relationships, or arrangements that conflict with your interests. This may include activities such as trading as a principal or holding positions in the same instruments. While we comply with all applicable regulations governing conflicts, we are not required to disclose specific conflicts to you prior to executing a transaction, including those we are legally or operationally unable to disclose. By accepting these Terms, you consent to us conducting business under these conditions.

10. Account Opening

An Account must be opened, and the identification and verification requirements of the Firm's KYC Onboarding Policy satisfied, before you may withdraw any funds as a result of a transaction. We reserve the right to, at our discretion, decline to accept any applicant.

11. Representations and Warranties

You represent and warrant, on the date these Terms take effect, that:

- You specifically understand that foreign exchange, cryptocurrency and CFD trading carries a high level of risk that may not be suitable for all investors. Before you decide to trade, carefully consider your investment objectives, experience level, and risk tolerance.
- You are of legal age and competence
- You have the authority to enter into these Terms
- Any information you provide is accurate and not misleading
- You are not a resident of any restricted jurisdiction and that you are accessing this website at your own initiative.
- You understand that trading involves risk and you may lose some or all of your invested capital. You will only trade with funds you can afford to lose

All Rights Reserved, CXM Group (SC) LTD, 2026

12. Events of Default

Each of the following occurrences constitutes an Event of Default:

- You fail to make any payment or fulfill any delivery obligation to the Firm immediately when due under these Terms.
- You breach any material provision of these Terms, or We have reasonable grounds to believe such a breach has occurred.
- Any representation or warranty made by you proves to be materially untrue or misleading.
- You become insolvent, enter bankruptcy, die, or any insolvency proceedings are commenced against you.
- An event of default occurs under any other agreement between you and the Firm.
- We determine it necessary or desirable to act for our own protection, if an event occurs that could materially impair your ability to perform your obligations, or to prevent a violation of any applicable laws, regulations, or market practices.

If an Event of Default occurs, the Firm may, at its absolute discretion and without prior notice to the Client, take any combination of the following actions:

- Terminate, close out, replace, or reverse any or all outstanding Transactions, or treat them as repudiated, rendering all settlement amounts immediately due and payable.
- Close, suspend, or liquidate any or all Accounts held by the Client.
- Sell, realise, or sub-pledge any investments, securities, or assets of the Client held by the Firm, our nominees, or appointed third parties, on such terms as the Firm deem fit, without liability for any associated loss or diminution in value, to satisfy outstanding liabilities.
- Elect to pay the fair market value of investments at the time of enforcement rather than returning equivalent investments.
- Enforce any guarantees or indemnities and exercise all rights of set-off.

The Firm shall not lose or waive any rights under this clause by reason of any delay in exercising them. The Firm is under no obligation to execute any remedy, nor shall the Firm be liable for the timing or manner of execution, regardless of whether it is beneficial to you.

13. Anti-Churning Disclosure

Churning is excessive trading in a client's account, conducted largely to generate commissions or fees, and is an illegal and unethical practice under most regulatory regimes.

14. Exclusions and Limitations of Liability

THE FIRM MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE SERVICES, THE WEBSITE, OR ANY LINKED CONTENT. WE EXPLICITLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, OR QUALITY. WE DO NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE.

IN NO EVENT SHALL THE FIRM, ITS AFFILIATES, LICENSORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE UNDER ANY LEGAL THEORY

All Rights Reserved, CXM Group (SC) LTD, 2026



(INCLUDING CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THIS EXCLUSION COVERS, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, ANTICIPATED SAVINGS, DATA, GOODWILL, OR BUSINESS INTERRUPTION, REGARDLESS OF FORESEEABILITY.

The Firm shall not be liable for any loss, damage, cost or expense resulting from:

- Actions taken by us according to our rights under these Terms
- Acts or omissions of any custodian and/or a third party
- A network failure of a cryptoasset's cryptographic protocol or loss in value
- Any delay or change in market conditions before we execute an order or before a transaction settles
- Actions or omissions beyond our control including, without limitation, any delays or inaccuracies on the transmission of Orders or information due to a breakdown in, delay or failure of any transmission, communication or computing facilities
- Any computer viruses, worms, software bombs or similar malware are introduced into your computer through your own failure to install adequate protection

You agree to indemnify, defend, and hold harmless The Firm, its affiliates, and their respective officers, directors, and employees against any and all third-party claims, liabilities, losses, costs, and expenses (including reasonable legal fees) arising from your use of the service, your contributions, or your breach of these Terms.

15. Negative Balance Protection

Negative balance protection is provided to clients classified as real clients. It applies on a per account basis: where a client holds more than one account, protection is assessed and applied to each account separately, and a negative balance on one account is not netted against a positive balance on another. The negative balance protection is detailed in the Negative Balance Protection Policy.

16. Charges and Payments

You will pay our charges as agreed with you from time to time or we may deduct such charges from any funds held by us on your behalf.

If we receive or recover any amount in respect of an obligation of yours in a currency other than that in which such amount was payable, whether pursuant to a judgment of any court or otherwise, you shall indemnify us and hold us harmless from and against any cost (including costs of conversion) and loss suffered by us as a result of receiving such amount in a currency other than the currency in which it was due.

If you direct the Firm to enter into any transaction, any profit or loss arising as a result of a fluctuation in the exchange rate affecting such transaction will be entirely for your account and risk.

The Firm is authorised to convert funds in your Account for margin into and from such foreign currency at a rate of exchange determined by the Firm on the basis of the then prevailing money market rates. In such circumstances, the Firm will not be liable to you for any loss suffered by you as a result of such action (although, the Firm will use reasonable endeavors to only convert such funds as may prudently be required to cover the position in respect of the relevant transaction).

All Rights Reserved, CXM Group (SC) LTD, 2026





Unless we give you written notice to the contrary, all payments and deliveries between us shall be made on a net basis and we shall not be obliged to deliver or make payment to you or both (as the case may be) unless and until we have received from you the appropriate documents or cleared funds.

We may receive remuneration from, or share charges with, an affiliate or other third party in connection with Transactions carried out on your behalf.

17. Termination

You may terminate these Terms by giving written notice to us at support@cxm.com. In your message, include the entity you have an account with, the full account name, and the account number.

We may terminate these Terms with you by giving you ten (10) Business Days' notice; except that we may terminate these Terms immediately:

- If you fail to observe or perform any provision of these Terms, or
- Upon the occurrence of any Event of Default, or
- If you have no open transactions in your account at the time when the notice of termination is sent.

At any time after the termination of these Terms, we may, without notice, close out any of your open transactions at the end of day closing price. Termination shall be without prejudice to accrued rights and remedies and the existence and enforceability of any open transaction, which shall continue until close in accordance with these Terms, unless otherwise specified.

Upon terminating these Terms, all amounts payable by you to us will become immediately due and payable including (but without limitation):

- All outstanding fees, charges and commissions;
- Any dealing expenses incurred by terminating these Terms; and
- Any losses and expenses realised in closing out any transactions or settling or concluding outstanding obligations incurred by us on your behalf.

18. Arbitrage

THE FIRM DOES NOT PERMIT THE PRACTICE OF ARBITRAGE ON THE PLATFORM OR ITS SERVICE. TRANSACTIONS THAT RELY ON PRICE LATENCY ARBITRAGE OPPORTUNITIES MAY BE REVOKED, WITHOUT PRIOR NOTICE. CXM RESERVES THE RIGHT TO MAKE THE NECESSARY CORRECTIONS OR ADJUSTMENTS ON THE ACCOUNT INVOLVED, WITHOUT PRIOR NOTICE. ANY DISPUTE ARISING FROM SUCH QUOTING OR EXECUTION ERRORS WILL BE RESOLVED BY CXM GROUP IN THEIR SOLE AND ABSOLUTE DISCRETION.

19. Third Party Rights

The parties to these Terms do not intend that any provision of these Terms should be enforceable by any person who is not a party to these Terms.

20. Your Records

All Rights Reserved, CXM Group (SC) LTD, 2026





You agree to keep adequate records in accordance with applicable regulations to demonstrate the nature of orders/trades submitted and the time at which such orders/trades are submitted

21. Our Records

Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with our services. You will not object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our absolute discretion.

22. Electronic Communications

Communications between us using electronic signatures are binding as if in writing. Our records are evidence of your dealings with us.

23. Amendments

The Firm reserves the right to amend the terms and conditions of these Terms from time to time by posting such changes on the website www.cxm.com. You are responsible for regularly reviewing these Terms for any modifications and agree to be bound by the same. You may not amend these Terms unless such amendment is in writing and signed by an authorised officer of the Firm. Unless otherwise agreed, an amendment will not affect any outstanding order or transaction.

If you do not wish to accept any amendment made by us to these Terms you may by notice to us close your open margin transactions and your Account in accordance with these Terms.

24. Rights and Remedies

The rights and remedies provided under these Terms are cumulative and not exclusive of those provided by law. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No failure by us to exercise or delay by us in exercising any of our rights under these Terms (including any transaction) or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

25. Amendments

Communications between us using electronic signatures are binding as if in writing. Our records are evidence of your dealings with us.

26. Severability

If any provision of these Terms is or becomes illegal, invalid or unenforceable, the remaining provisions continue in effect.

27. Governing Law and Jurisdiction

All Rights Reserved, CXM Group (SC) LTD, 2026



These Terms and all matters relating to it, as well as any dispute or claim arising from it shall be governed by and construed in accordance with the laws of the Republic of Seychelles, without giving effect to any conflict of law provision. Any dispute, controversy or claim arising out of or relating to these Terms, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The language of the arbitration shall be in English; the number of arbitrators shall be one, and the venue shall be remote in the Republic of Seychelles.

28. Entire Agreement

These Terms, together with the KYC Onboarding Policy, Client Agreement, Liquidity Guidelines, Account Inactivity Policy any schedules referenced in them, and additional policies available on the Firm's website, as may be updated from time to time, constitute the entire agreement between the parties on their subject matter and supersede all prior communications.

Effective Date: 8th July, 2026

All Rights Reserved, CXM Group (SC) LTD, 2026