

Terms and Definitions

1. General Definitions

1.1 This document, which is a Client Agreement (hereinafter referred to as the Agreement), uses the following definitions and terms:

- **Client** – Any natural person or legal entity that has completed the Client Registration Form, excluding individuals under the age of eighteen and those without citizenship.
- **Company** – COLMEX Ltd.
- **Services** – The Company's services provided to the Client, as specified in Section 4 of this Agreement.
- **Website** – The Company's official website and any other website recognized as such by the Company.
- **Trading Platform** – Software and technical tools provided by the Company, including the Server and Client Terminal, which facilitate trading operations, real-time quotes, order placement, and financial obligations.
- **Server** – A software system processing Client requests and orders, offering real-time market trading information, and maintaining financial records.
- **Client Registration Form** – The online application form required to register as a Client within the "Personal Cabinet" service.
- **Access Data** – Credentials including authorization codes, passwords, and account numbers used for trading activities.
- **Customer Data** – Any personal or financial information received by the Company concerning the Client's account and use of services.
- **Trading Account** – A unique account that records all completed transactions, open positions, and deposit/withdrawal activities.
- **Funds** – The Client's account balance, calculated as: Balance + Floating Profit – Floating Loss.
- **Quote** – The current market price for an instrument, displayed as Bid and Ask prices.
- **Request** – A Client's inquiry to receive a market quote, which does not obligate them to execute a trade.
- **Trading Operation** – Any deal executed by or on behalf of the Client in accordance with the Agreement.

2. General Regulations

2.1 This Agreement is concluded between the Client and the Company.

2.2 The Company referred to in this document is COLMEX Ltd.

2.3 The definitions in Section 1 apply throughout the Agreement.

2.4 This Agreement, along with the Regulatory Documents, constitutes the complete legal framework governing the relationship between the Client and the Company.

2.5 Regulatory Documents govern all trading and non-trading operations conducted by the Client.

2.6 Regulatory Documents, including future amendments, establish the terms under which the Company may conduct business with the Client.

2.7 For all trading operations, the Company acts as a direct contractual participant, not an agent.

3. Entry into Force

3.1 This Agreement governs individual and consecutive trading operations, including all financial instrument transactions.

3.2 The Agreement is deemed accepted when the Client receives notification from the Company regarding their registration confirmation.

3.3 The Agreement is executed remotely in electronic format and remains valid until terminated by either party.

4. Services Provided

4.1 Subject to compliance with regulatory obligations, the Company provides:

- Investment services, including the execution of financial transactions and order placement.
- Currency exchange services related to investment transactions.
- Secure storage and management of financial instruments, if applicable.
- Investment research and analysis.
- Deposit insurance services (if applicable under Company policies).
- Currency conversion services for withdrawals.
- Profit legalization services, including assistance with bank account setup and corporate structuring.

4.2 If the Client meets all regulatory and contractual obligations, the Company provides access to trading operations via its online platform.

4.3 All trading operations occur under the principle of "execution only," meaning the Company does not provide financial advisory services.

4.4 While the Company may provide general market insights, it does not guarantee the accuracy or timeliness of such information.

5. Personal Cabinet and Trading Account Activation

5.1 The Client's Personal Cabinet and Trading Account are activated upon successful completion of the registration process and approval of identity verification documents.

5.2 The Company reserves the right to decline Client registration based on internal risk assessments.

5.3 The Client may be required to make an initial deposit before account activation.

6. Information Exchange

6.1 Information exchange between the Client and the Company is governed by the Company's Trading Regulations.

6.2 All Client orders and requests must be submitted via the Trading Platform.

7. Limitation of Liability

7.1 The Company is not responsible for losses resulting from third-party actions, technical failures, or external disruptions.

7.2 The Client assumes full responsibility for their trading decisions and financial commitments.

8. Fees and Commissions

8.1 Clients must pay commissions and fees as specified in the Company's fee schedule.

8.2 The Company reserves the right to modify commission structures without prior notice.

8.3 Clients are responsible for their own tax reporting and liabilities.

9. Trading Platform Security

9.1 Clients are prohibited from engaging in actions that compromise the security of the Trading Platform.

9.2 Clients must maintain confidentiality of their Access Data.

9.3 The Company is not liable for unauthorized access resulting from Client negligence.

10. Agreement Modifications and Termination

10.1 The Company reserves the right to amend this Agreement at any time.

10.2 Either party may terminate this Agreement with written notice.

10.3 The Company may restrict account access in cases of policy violations.

11. Conflict of Interest

11.1 The Company may have material interests in certain transactions but will act in good faith.

11.2 Employees must adhere to internal conflict-of-interest policies.

12. Data Privacy and Call Recording

12.1 The Company may process and store Client data in accordance with applicable regulations.

12.2 Phone calls between the Client and the Company may be recorded for compliance purposes.

13. Marketing Communications

13.1 The Client agrees that the Company may contact them regarding financial products and services.

14. Confidentiality

14.1 The Company will protect Client information except when disclosure is required by law.

15. Force Majeure

15.1 The Company may suspend services in cases of force majeure events such as natural disasters, regulatory changes, or economic crises.

16. Risk Disclosure

16.1 Clients acknowledge the risks associated with trading financial instruments.

17. Governing Law

17.1 This Agreement is governed by the laws of the Republic of Vanuatu.