



TERMS AND CONDITIONS

These Terms and Conditions (the "Agreement") govern the access to and use of the website, services, trading platform, and related offerings made available through www.Capitalvo.com (the "Website"). By accessing or using the Website or any associated services, you ("the Client") acknowledge, confirm, and agree to be bound by the terms of this Agreement with Capitalvo, with its principal business office located at Heron Tower, 110 Bishopsgate, London EC2N 4AY, United Kingdom (hereinafter referred to as the "Company," "Capitalvo," "we," "our," or "us").

1. INTRODUCTION

- 1.1. This Agreement establishes the legally binding framework applicable to all services, activities, and transactions provided by Capitalvo through the Website, its subdomains, and its trading systems.
- 1.2. Accessing, registering, or using the Website and associated services constitutes the Client's full acceptance of this Agreement. Clients who do not agree with any provision herein must refrain from using the Website and notify the Company in writing of their decision.
- 1.3. Questions relating to this Agreement should be directed to support@capitalvo.com.

2. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings assigned below:

- **System:** The electronic trading platform operated by the Company that enables the execution of transactions in financial contracts over the Internet.
 - **Financial Contract / Contract:** A legally binding transaction involving the purchase or sale of Digital Options or other financial instruments made available through the System.
 - **Digital Options:** Derivative financial instruments that provide a fixed return, predetermined at the time the Contract is entered into.
 - **Contract Price:** The price quoted by the System, derived from indicative market rates supplied by recognized financial information providers.
 - **Markets:** Global financial, commodity, and related markets, where contract prices are determined through open-market activity.
 - **Business Day:** Any calendar day beginning at 00:00 GMT and ending at 23:59 GMT.
 - **Transaction:** The execution of a purchase or sale of a Financial Contract at a quoted fixed price.
 - **Closing:** The act of offsetting an open position by executing a Transaction in the opposite direction within the same Business Day.
 - **Collateral:** The Client's initial deposit, adjusted to reflect realized profits, losses, or withdrawals resulting from Transactions.
 - **Trading Manual:** Operational guidelines and procedural instructions provided by the Company for executing Transactions.
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3. EFFECTIVENESS AND ACCEPTANCE

- 3.1. This Agreement becomes effective upon the Client's express acceptance during registration or, for existing users, upon receipt of notification via email.
- 3.2. By continuing to use the Company's services after the effective date, the Client accepts all terms and conditions contained herein.
- 3.3. Any Client who does not accept this Agreement must immediately cease all use of the Company's services and notify the Company accordingly.

4. AMENDMENT CLAUSE

- 4.1. The Company reserves the unilateral right to amend, modify, or replace the provisions of this Agreement at any time.
- 4.2. Any such amendment shall become effective:
- a) Two (2) weeks following publication on the Website; or
 - b) Upon the Client's next use of the services, whichever occurs first.
- 4.3. Continued use of the Website and/or services after the effective date of an amendment constitutes full acceptance of the revised Agreement.
- 4.4. Clients who do not agree to the amendments must discontinue their use of the services immediately.

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5. SCOPE OF ONLINE SERVICES AGREEMENT

- 5.1. This Agreement applies to the Client's use of the Website, trading platform, associated software, data feeds, and related electronic services.
- 5.2. The Agreement also extends to any additional services, features, or content introduced by the Company at any time.

6. MEMBERSHIP ELIGIBILITY

- 6.1. Legal Capacity:** Only individuals possessing the legal capacity to enter into binding contracts under applicable laws are permitted to use the services. Persons under the age of 18, or otherwise legally restricted, are prohibited from accessing or using the Company's services.
- 6.2. Experience and Knowledge:** Clients must have sufficient knowledge and experience to evaluate the merits and risks associated with Financial Contracts. The Company disclaims responsibility for losses arising from a Client's lack of financial knowledge.
- 6.3. Prohibited Jurisdictions:** The Company's services are not available in jurisdictions where such use is restricted or prohibited by law. Clients bear full responsibility for ensuring compliance with the laws of their country of residence.
- 6.4. International Law Compliance:** The availability of services via the Website does not imply compliance with local legal requirements in any jurisdiction. The Website does not constitute an offer or solicitation where such activities are unlawful.

6.5. Restricted Access: Clients confirm that no funds deposited into their accounts derive from criminal or unlawful activity.

7. LIMITED LICENCE

7.1. Grant of Licence: The Company grants Clients a limited, non-exclusive, non-transferable, and revocable licence to use the Website and associated services strictly in accordance with this Agreement.

7.2. Usage Restrictions: Clients must not:

- a) Deep-link to or frame the Website without prior written authorization.
- b) Resell, redistribute, or reproduce content or access for commercial purposes.
- c) Use the Website or System to engage in unlawful, abusive, harassing, or fraudulent conduct.
- d) Exploit information obtained from the Website for purposes unrelated to trading with the Company.

7.3. Unauthorized Use: Unauthorized use of the Website constitutes a breach of this Agreement and may result in legal action.

Termination of Licence

7.4. The Company reserves the right to suspend or terminate access if:

- False, misleading, or incomplete information has been provided;
 - The Client breaches any term of this Agreement; or
 - The System is misused, including for abusive purposes.
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8. OUR OBLIGATIONS

8.1. Service Availability: The Company endeavors to maintain continuous service availability from Sunday 22:00 GMT to Friday 21:00 GMT, excluding public holidays.

8.2. Execution of Orders: Orders shall be executed with due diligence and recorded in a verifiable log. Extracts shall be made available upon reasonable request.

8.3. Reports: The Company provides access to online reports, including account statements and open positions, via the Website.

8.4. Prohibitions: Clients are strictly prohibited from operating multiple accounts from the same IP address or device.

8.5. Tax Obligations: Clients are solely responsible for complying with their tax obligations. The Company may deduct taxes if legally required, but bears no responsibility for Clients' tax liabilities.

9. REGISTRATION INFORMATION AND REQUIREMENTS

9.1. Provision of Information: Clients must provide accurate, complete, and current information during registration. The provision of false or misleading information constitutes grounds for termination.

9.2. Privacy: Registration Information is processed in accordance with the Company's Privacy Policy.

9.3. User Credentials: Clients are responsible for safeguarding their login details. Unauthorized

access must be reported immediately.

9.4. **AML Compliance:** To comply with Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) regulations, the Company requires identification information including, but not limited to:

- Full name,
- Residential address,
- Date of birth, and
- Such other documents as may be required by law.

The Company reserves the right to request additional documentation at any time.

10. PRIVACY POLICY

10.1. **Data Protection:** The Company prioritizes the confidentiality and security of Clients' personal data and employs robust security measures in compliance with applicable laws.

10.2. **Use of Data:** Personal information may be collected for purposes including identity verification, account management, record-keeping, compliance monitoring, and communication.

10.3. **Confidentiality:** Client data shall not be disclosed to third parties without consent, except where required by law or regulation.

10.4. **Communications:** By registering, Clients consent to receiving communications from the Company relating to services, market updates, or other relevant matters. Clients may opt out upon request.

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11. INDEMNITY AND RIGHT OF SET-OFF

11.1. **Indemnity:** Clients agree to indemnify and hold harmless the Company and its affiliates, officers, and employees against any liability, loss, or expense arising from breach of this Agreement, non-compliance with applicable laws, or misuse of services.

11.2. **Right of Set-Off:** The Company may deduct from the Client's account any amounts owed under indemnification or otherwise.

11.3. **Limitation of Liability:** The Company's liability shall not exceed the Client's deposit relevant to the disputed transaction.

11.4. **Acknowledgment of Risk:** By making deposits, Clients confirm their acceptance of service quality and associated risks.

12. RISK STATEMENT

12.1. **Risk Factors:** Trading involves leverage and high risk. Clients may lose their entire capital.

12.2. **No Guarantee:** The Company provides no assurances regarding profitability. Minor market fluctuations may cause significant gains or losses.

12.3. **Client Responsibility:** Clients must ensure they fully understand the risks involved and trade only with funds they can afford to lose.

13. MARKET INFORMATION

13.1. **Provision of Data:** The Company may provide market data, analysis, or commentary for convenience only.

13.2. **Disclaimer:** Such information does not constitute financial advice. The Company makes no guarantee as to its accuracy, timeliness, or reliability.

13.3. **Liability:** The Company accepts no liability for reliance upon market information.

14. USE AND ACCESS OF SITE

14.1. Clients are responsible for maintaining their own hardware, software, and connectivity.

14.2. The Company shall not be liable for failures, interruptions, viruses, or other harmful materials introduced via the Client's systems.

15. FINANCIAL CONTRACTS AND COMPANY'S RIGHTS

15.1. Contracts are binding once customized, priced, and paid for.

15.2. Mispricing caused by errors, bugs, or system issues may result in cancellation.

15.3. The Company reserves the right to suspend or limit services at its discretion.

16. FORCE MAJEURE

The Company is not liable for delays, failures, or losses resulting from events beyond its reasonable control, including natural disasters, war, civil unrest, or system breakdowns.

17. TECHNICAL PROBLEMS

The Company does not warrant uninterrupted access or error-free performance. Liability for system failures, communication issues, or technological breakdowns is expressly disclaimed.

18. LINKS, TRADEMARKS, COPYRIGHT

18.1. All Website content is protected by copyright and intellectual property laws.

18.2. Clients must not copy, redistribute, or use content without express written consent.

19. RECORDING OF COMMUNICATIONS

The Company may record telephone calls or other communications for compliance, quality assurance, and legal purposes. Clients hereby consent to such recording.

20. DEPOSITS AND WITHDRAWALS

20.1. Minimum deposit amounts, withdrawal limits, fees, and restrictions are outlined on the Website and apply in full.

20.2. Withdrawals require full account verification and compliance with AML regulations.

20.3. Additional restrictions may apply for algorithmic trading accounts.

20.4. Fees, charges, and applicable timelines for deposits and withdrawals are detailed on the Website and form part of this Agreement.

21. SPECIAL OFFERS, BONUSES, AND PROMOTIONS

21.1. Bonuses are subject to specific eligibility and redemption conditions.

21.2. Abuse, fraud, or misrepresentation shall result in forfeiture of bonuses and possible account closure.

21.3. Acceptance of a bonus constitutes acceptance of all associated conditions.

22. DORMANT ACCOUNTS

Accounts with no activity for sixty (60) days may be subject to an inactivity fee, as published on the Website.

23. TERMINATION

The Company may suspend, restrict, or terminate services or this Agreement at its sole discretion, without prior notice, in the event of breach, fraud, or regulatory requirement.

24. COMPLAINTS

Complaints must be submitted in writing to support@capitalvo.com. The Company shall review and respond within a reasonable timeframe.

25. REFUND POLICY

Refunds are only permitted under exceptional circumstances and must comply with Company policy, AML regulations, and verification requirements.

26. ADDITIONAL PROVISIONS

26.1. **Language:** This Agreement is drafted in English. In case of conflict with translated versions, the English text shall prevail.

26.2. **AML Compliance:** All fund transfers must comply with anti-money laundering and counter-terrorism financing laws.

26.3. **Further Information:** The Company reserves the right to request additional documentation or information from Clients at any time.

CONCLUSION

By accessing or using the Website or services provided by Capitalvo, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions contained in this Agreement.
