Service Agreement

1. Parties to the Agreement

This Service Agreement ("Agreement") is entered into between **Zoe Fintech LTD, Reg. No: 2023-000672, Ground Floor, The Sotheby Building, Saint Lucia P.O. Box 838**, hereinafter referred to as the "Company," registered at, and an individual referred to as the "Client." The Client completed the registration form on the Company's website: MartexTrade.com and trading platform, accepting all conditions outlined in this Agreement and its annexes.

2. Terms and Definitions

1. **Asset (Underlying Asset):** Financial instruments serve as the basis for trading, such as stocks, derivatives, currency pairs, stock exchange indices, or commodities.

2. **Asset Rate:** Price of an asset unilaterally determined by the Company based on information from central banks, trading floors, liquidity providers, etc., reflected in the Client's Trading Terminal.

3. **Digital Trading:** Contract used to profit from the price movement of underlying assets over a specific period.

4. **Company's Website:** Internet resource and other referenced resources in this Agreement, including subdomains, mobile applications, etc.

5. **Registration on the Site:** Customer acceptance procedure outlined in this Agreement.

6. **Quote:** Current price of a financial asset, displayed in the Client's Trading Terminal.

7. **Quotes Flow:** Sequence of Quotes displayed in the Trading Terminal.

8. **Company's Server:** Specialized software and hardware used to store, process information about Client requests, monitor compliance with operation conditions, and provide real-time quotes information.

9. **Log Record:** Database record created by the Company Server, documenting each Client request, order, and the result of processing. In case of disputes, data from Log records prevail.

10. **Cookie:** Data set with an anonymous and unique identifier sent to the Client's Device from the Company's Site, stored on the Device.

11. **Trading Signals:** Market state data collected by the Company using analytical and informational materials.

12. **Trading Terminal:** Specialized software for real-time quotes, operations, and information exchange with the Company.

13. **Trading Platform:** Electronic system in the Internet displaying actions of Clients and the Company in real time.

14. **Trade:** Agreement between the Company and the Client, with the Client paying the Trade amount, and the Company undertaking to pay fixed Income if agreed conditions are met.

15. **Operation:** Trading and Non-Trading operations.

16. **Trading Operation:** Transaction sequence between the Company and the Client, implemented at the Company's place of registration and credited to the Client's personal account.

17. **Non-Trading Operation:** Any Customer Account operation (crediting or debiting

funds). 18. **Trading Time:** Time the asset was traded.

19. **Essential Terms of the Operation (Trade):** Conditions determining payment of income to the Client.

20. **Direction of the Exchange Rate:** Essential condition of the transaction, being "Higher" or "Lower."

21. **Conclusion of the Trade:** Trading operation result coordinating all existing conditions between the Client and the Company.

22. **Trade Amount:** Amount paid by the Client to the Company at Trade conclusion.

23. **Opening a Trade:** Digital Trade after Trade conclusion, with payment yet to be determined.

24. **Closing a Trade:** Trading operation closing a Trade at the agreed Expiration Time. 25.

Expiration Time of Fixed Time Trade: Completion of contracts' circulation in the Trade.

26. **Pre-term Closing of Trade:** Closing a Trade before the Expiration Time, subject to technical feasibility.

27. **Risk-free Trade:** Client reward system by the Company, ensuring Income or Trade amount return based on conditions.
28. **Bonus (Bonus system):** Virtual funds credited to the Client's Account when conditions set

by the Company are met.

29. **Company Account:** Company's current account in a credit institution, electronic payment system, and other accounts.

30. **Client's Account (Trading Account):** Client's personal account on the trading platform, accumulating funds for trading operations.

31. **External Customer Account:** Customer's current account with a credit institution or electronic payment system.

32. **Customer Account Balance:** Amount of funds in the Customer Account.

33. **"1-Click" Service:** Replenishment of the Client's Account Balance using the Client's payment cards without additional input of card data.

34. **Recurring Payment:** Periodically repeated operation to replenish the Client's Account Balance without re-entering bank card data.

35. **Profit Zone:** State of an Open Trade allowing income extraction at the current Asset rate.

36. **Loss Zone:** State of an Open Trade where income extraction is impossible at the current Asset rate.

37. **Target Level:** Price level of the Asset used to calculate Operation results.

38. **Income:** Amount credited to the Client's Account when Trade is closed, dependent on Trade terms and Asset rate.

39. **Payout Factor:** Percentage factor determining the Income amount, set by the Company based on Basic Asset and Trade conditions.

40. **Withdrawal of Funds:** Operation to write off funds from the Customer's Account and transfer to the External Customer Account.

41. **Withdrawal Method:** Method of Withdrawal of Funds reflected in the Client's Trading Terminal and Personal Account.

42. **Payment Service Provider:** Organization providing money transfer services.

43. **Exceptional Situations:** State of the market differing from its usual state and other conditions in this Agreement.

44. **Undefined Terms:** In the absence of any term in Section 1 but its use in the text, such a

term shall be interpreted according to business customs and practices in the context of transactions with derivative financial instruments.

2. General Provisions

1. The Agreement is considered an invitation to an indefinite number of persons to make offers, not binding the Company.

2. The Agreement is not a public offer.

3. The Company has the right to refuse to conclude the Agreement at its discretion without giving any reason and to unilaterally amend the Agreement terms without prior notice.

4. Appendices, including Rules of Trading Operations, Non-Trading Operations Regulations, Risk Disclosure, and other documents, are integral parts of this Agreement. The Company may unilaterally change their content.

5. The Client accepts all changes in accordance with clauses 2.4 and 2.5 of this Agreement.

6. Acceptance of this Agreement occurs through the Client's registration on the Company's website or Trading Terminal.

3. Subject of the Agreement

1. The subject is the provision of services by the Company to the Client through the Trading Platform under this Agreement.

2. This Agreement regulates Trade conditions, order, and content.

3. The Company can enlist third parties to enhance the trading platform and service quality without being responsible for their actions.

4. For matters not covered by this Agreement, the Company acts at its discretion, guided by business practices.

5. Each Trade after Account replenishment becomes subject to this Agreement.

4. Rights and Obligations of the Parties

1. The Client fully accepts Agreement conditions and appendices, providing accurate information during registration.
2. The Client confirms being of age, competent, and having the necessary legal personality to fulfill obligations.

3. The Client guarantees not being a state employee, politician, or resident of certain regions, as outlined in clauses 4.2.1 and 4.2.2.

4. The Client ensures compliance with laws allowing Agreement execution and

 actions performed under it.

5. The Client agrees to update registration information and perform operations personally. 6.

The Client will use conscientious and lawful methods in Trades and Trading Terminal usage. 7.

The Client agrees not to harm the Company through actions with other clients.

8. The Client maintains confidentiality of internal Company information, refraining from disclosure and use for personal advantage.

9. The Client uses honest methods in Trades and Trading Terminal use, refraining from exploiting errors.

10. The Client refrains from illegal or fraudulent activities, including money laundering, using the Company's services.

11. The Client complies with legal standards against illegal trade, financial fraud, money laundering, and fund legalization.

12. The Client avoids aiding illegal financial activities through the Company's website and/or trading terminal.

13. The Client guarantees legal possession and use of funds transferred, with no encumbrances.

14. The Client is responsible for actions related to executed Trades under current

legislation. 15. Each Client is the sole authorized user of the services, responsible for

account access. 16. The Client ensures credentials confidentiality and non-transferability.

17. The Client has a limited, non-exclusive right to use the Trading Terminal according to this Agreement.
18. The Client agrees to Company actions in its interest, even if conflicting with the Client's interests.

19. The Client accepts the Company may act on behalf of the Client with third parties, ensuring actions are in the Client's interest.

Note: The rephrased text aims to retain the original meaning while improving clarity and coherence. Please review it for accuracy and suitability to your specific context. **5. Rules for Service Provision and Personal Data Handling**

5.1. Client's Information Accuracy

5.1.1. The Client assures the provision of accurate, complete, and reliable information during registration, aligning with the Company's website registration forms. The Client commits to keeping this information up to date and making timely adjustments within 3 (three) days of any changes. Corrections can be made through the Client's trading terminal, personal account, or by other means agreed upon with the Company.

5.2. Security of Access Credentials

Upon completing the registration process, the Client uses a unique symbolic name (login) and a password for account (personal account) access. The Client is responsible for safeguarding their username and password, and for all actions performed using the account under these credentials.

5.3. Access to Trading Terminal

After registration, the Client gains access to the trading terminal, allowing management of their account by crediting funds for trades and conducting other actions as per this Agreement.

5.4. Client Identification Checks

If required, for identity and fund verification, the Company holds the right to request any necessary documents from the Client. The Client agrees to provide requested documentation within 5 (five) days of receiving such a request, in a manner agreed upon with the Company.

5.5. Non-Compliance Consequences

In case of non-compliance with clauses 5.1 to 5.4, the Company reserves the right to suspend any trades or operations on the Customer Account.

5.6. Temporary Access Suspension
The Company retains the right to temporarily close (block) the Client's access to the Trading terminal, including during the Client identification process.

5.7. Password Protection

Access to the Trading terminal is password-protected, with the Client solely responsible for password security, protecting it from third-party access. Any entrance to the Trading terminal is considered executed by the Client unless otherwise determined by the Company.

5.8. User Responsibility

The Client acknowledges that all actions or orders made through the Trading terminal, using a password, are personally performed by the Client unless specified otherwise by the Company.

5.9. Password Management

The Client has the right to change the password to enter the Trading terminal or restore it, following the Company's established procedures.

5.10. Trust and Consulting Services

The Company clarifies that it does not provide trust or consulting services for managing Client Accounts and trading. The Company does not manage Client Accounts.

5.11. Company's Unilateral Right

The Client agrees that the Company, at its discretion, has the unilateral right to refuse the execution of any trade (operation) without prior notice and without providing any reason.

6. Personal Data Processing

6.1. Communication Methods

The Company establishes various communication methods with the Client, including email, phone, SMS, postal items, fax, messages in the trading terminal, personal account, and announcements on the Company Website. The Client agrees to receive messages from the Company through any of these methods.

6.2. Legally Binding Messages

Information sent by the Company through any specified method is considered legally binding and is deemed received by the Client within specified timeframes, as outlined in clause 6.2 of this Agreement.
6.3. Use of Personal Data

For communication, the Company employs personal data provided by the Client during registration, following the conditions in clause 5.1 of this Agreement.

6.4. Contact Details

The Client agrees to receive various types of information from the Company, including marketing, informational, advertising, technical, and others, using the provided contact details.

6.5. Right to Refuse Information

The Client reserves the right to refuse information as described in clause 6.5 by contacting the Company's technical support or using any unsubscribe method provided by the Company.

6.6. Handling Outdated Information

If the Client's personal information is not promptly updated, all messages sent by the Company based on outdated information will be considered received by the Client.

7. Responsibility and Guarantees

7.1. Client's Responsibility for Legal Compliance

The Client is responsible for understanding all legislative and normative acts relevant to actions and trades conducted under this Agreement. The Client is also responsible for market movements affecting their operations.

7.2. Obligation to Review Agreement Changes

The Client is responsible for reviewing all changes to this Agreement and its annexes, as well as changes on the Company's website.

7.3. Limited Role of the Company

The Company assists in executing trades by processing them in accordance with this Agreement. The Company is not a representative of the Client and is not responsible for the profitability of the Client's trades.

7.4. Company's Liability Scope

The Company is not liable for any trades made by the Client, including financial aspects, and bears no responsibility for the Client's expenses, losses, lost profits, or other losses resulting

from such operations.
7.5. Liability for Deliberate Non-Performance

The Company is only liable for real damages resulting from its deliberate non-performance of obligations under this Agreement.

7.6. Personal Execution of Trades

Any trade executed through the Client's Account is considered executed personally by the Client, and the Company is not responsible for unauthorized access to the Client's account.

7.7. Company's Liability Recipient

The Company's liability is solely to the Client, with no legal relations formed with anyone other than the Client.

7.8. Company's Right to Refuse

The Company reserves the right to refuse to execute any trade at any time without prior notice or reason.

7.9. Service Interruption Limitations

The Company cannot guarantee uninterrupted and error-free service, protected from third-party access, and the Client acknowledges and accepts this.

7.10. Force Majeure Circumstances

The Company is not liable for losses resulting from force majeure circumstances affecting the operation of the trading platform.

7.11. Client's Liability for Losses

The Client is liable for losses incurred by the Company due to false information, non-submission of documents, abuse of the Company's services, and other specified actions.

7.12. Deduction of Losses

The Company has the right to debit losses from the Client's account resulting from actions listed in clauses 7.12.1-7.12.10.

7.13. Company's Actions in Violation Cases
The Company can suspend actions, block access, or terminate the Agreement if the Client

violates obligations. The Client is not entitled to demand a return of debited funds.

7.14. Client's Obligation Rectification

In case of violations, the Client must rectify them within 30 days; otherwise, the Company has the right to deduct funds from the Client's account.

7.15. Company's Right to Terminate

The Company reserves the right to terminate the Agreement, return funds, or take other actions without prior notice in case of claims or violations.

7.16. Non-Compliance Consequences

If the Client violates obligations, the Company can change financial obligations, block access, or terminate the Agreement.

7.17. Restriction on New Accounts

In cases of violation and blocking, the Client cannot create a new account. Consequences apply as per clauses 7.15.1-7.15.4.

7.18. Discrepancy Resolution

In case of discrepancies between the Client's Trading Terminal and the Company's server, the Company adjusts data based on server information.

7.19. Disclaimer for Analytical Materials

The Company is not liable for losses resulting from the use of analytical materials provided on its website.

7.20. Third-Party Information Disclaimer

The Company is not responsible for losses from information provided by third parties. The Client must verify such information personally.

7.21. Risk Acknowledgment

The Client understands the risks associated with operations under this Agreement and is solely responsible for the results.

7.22. Exemption from Software Malfunctions

The Company is not liable for losses due to software, communication, or network malfunctions beyond its control.

7.23. Limited Responsibility for Client Losses

The Company is not liable for losses unless caused by its gross negligence, intentional default, or fraud.

7.24. Force Majeure Exemption

The Company is not liable for failures due to force majeure or other specified circumstances.

7.25. Violation Consideration

The Company considers Client violations at any time, without limitation.

7.26. Account Inactivity Fee

The Company may suspend access to the Client's trading terminal after 6 or more months of inactivity, reserving the right to terminate the account.

7.27. Daily Maintenance Fee

In case of 180 days of account inactivity, a daily maintenance fee of 1% of the current balance, but not less than $1, is charged from the Client's account.

8. Governing Law

8.1. Territorial Agreement

8.1.1. This Agreement is established within the jurisdiction of Saint Lucia.

8.2. Territorial Service Provision

8.2.1. The services outlined in this Agreement are rendered within the territory of Saint Lucia.

8.3. Legal Jurisdiction and Client Agreement

8.3.1. The Client acknowledges and accepts the following:
- The terms of this Agreement and its annexes, along with any matters regarding their interpretation, are subject to the laws of Saint Lucia.
- Saint Lucia law governs this Agreement, determining the resolution of disputes and conflicts

between the Parties, as well as guiding procedural actions.
- Both Parties unconditionally submit to the jurisdiction of the courts of Saint Lucia.

9. Dispute Resolution Procedure

9.1. Negotiation Resolution

9.1.1. Any disputes or disagreements arising during the execution of this Agreement are subject to resolution through negotiations between the Parties.

9.2. Written Claim Submission

9.2.1. In the event of unsuccessful negotiations, the Client may submit a written claim to the Company. The claim must be sent within 5 (five) days from the occurrence of the event prompting its submission.

9.3. Claim Requirements

9.3.1. The claim must fulfill the following criteria:
- Include the Client's personal data: last name, first name, middle name, Client's Account number, and contact details (email and phone).
- Describe the conditions of the contentious situation, specifying its date and time. - Reference all material circumstances of the case and the corresponding violation of the Agreement or its annex by the Company.
- Clearly present evidence of the violation, aligning each point with specific clauses of the Agreement.
- Clearly state the customer's requirements, including the exact monetary value if applicable.
- Include a list of appended documents, all certified by the Client.
- Exclude links to data from external sources or companies.

9.4. Claim Submission Channels

9.4.1. Claims may be directed to the Company via email at support@MartexTrade.com or by registered mail to the Company's registered address in Saint Lucia.

9.5. Non-Acceptance Criteria

9.5.1. Claims containing profanity, insults, or disrespectful statements, or lacking a reasoned description of violated rights, are not accepted for consideration by the Company.

9.6. Additional Information Request

9.6.1. Following claim consideration, the Company may request additional information or

documents from the Client for dispute resolution.
9.7. Precedence of Server Logs

9.7.1. When evaluating a Client's claim, the Company gives precedence to its server logs over other forms of evidence.

9.8. Company's Limited Liability

9.8.1. The Company is not liable for imperfect transactions and does not reimburse material or moral damages incurred by the Client as a result of their executed trades.

9.9. Non-Compliance Consequences

9.9.1. In case of the Client's failure to comply with any requirement outlined in Section 9 of this Agreement, including the claim submission deadline (Clause 9.2), the Company retains the right to refuse claim consideration.

9.10. Claim Processing Period

9.10.1. The Company aims to resolve the Client's claim within 14 working days from the date of receipt, excluding the days required for the Client to submit additional information.

9.11. Legal Recourse

9.11.1. If negotiations fail to yield an agreement, the Client may seek legal recourse, adhering to the pre-trial claim procedure, including formal claim requirements and a response period of 60 (sixty) calendar days from the date of claim receipt.

9.12. Account Blocking

9.12.1. Until the dispute is resolved, the Company reserves the right to partially or completely block trades on the Client's account.

10. Term and Termination of Agreement

10.1. Commencement and Duration

10.1.1. This Agreement takes effect upon the Client's registration on the Company's website or trading terminal and remains valid indefinitely.

10.2. Termination Scenarios

10.2.1. The Agreement may be terminated:

- By mutual written agreement of the Parties.
- At the initiative of either Party through unilateral refusal to execute the Agreement, as outlined in Section 10.
- By the Company, with immediate termination by blocking access to the Client's trading terminal, along with the withdrawal of the account balance, per the terms of this Agreement.

10.3. Termination Notice

10.3.1. Termination initiated by the Company becomes effective from the specified date in the termination notice sent to the Client.

10.4. Client-Initiated Termination

10.4.1. If the Client intends to terminate the Agreement, a written notice of unilateral refusal must be sent to the Company at least 30 calendar days before the planned termination. The notice must be sent via email to support@MartexTrade.com or by registered mail to the Company's registered address in Saint Lucia.

10.5. Termination Conditions

10.5.1. The Agreement is considered terminated at the Client's initiative if the requirements of Clause 10.4 are met, and the Client has no outstanding debts or unfulfilled obligations.

10.6. Continuing Obligations

10.6.1. Termination of the Agreement does not absolve the Parties of obligations that arose during its validity.

10.7. Agreement Fulfillment Completion

10.7.1. The Agreement is considered terminated once the Parties fully fulfill their obligations as per the terms of this Agreement.

11. Force Majeure Circumstances

11.1. Definition of Force Majeure

11.1.1. Force Majeure Circumstances, as understood by the Company, include: - Extraordinary and unavoidable conditions, such as wars, floods, fires, earthquakes, natural disasters, strikes, terrorist acts, mass unrest, riots, changes in legislation, software interruptions, electrical network failures, quote flow instability, or any other events leading or likely to change market conditions affecting financial instruments (assets) and hindering proper obligation fulfillment.
- Closure, liquidation, or suspension of activity of any market forming quotes used by the

Company, imposition of special restrictions, or occurrence or non-occurrence of any event within such a market.

11.2. Company Actions during Force Majeure

11.2.1. If the Company identifies an incident as force majeure, it reserves the right, without prior notice to the Client:
- To suspend, modify, or cancel any clause of this Agreement until compliance becomes possible.
- To suspend or cancel, at any transaction stage, a trade (operation) that may be influenced by such a circumstance.
- To take other actions or inactions, as deemed appropriate by the Company under these conditions.

11.3. Company Non-Liability

11.3.1. The Company assumes no responsibility for non-fulfillment or improper performance of its obligations or for losses allegedly caused to the Client if force majeure prevents compliance.

12. Final Provisions

12.1. Unilateral Changes

12.1.1. The Company reserves the right to unilaterally make changes or additions to this Agreement and its annexes. Such changes come into effect from the specified date without requiring prior notice to the Client.

12.2. Legislative and Regulatory Compliance

12.2.1. In case of changes in legislation, legal acts governing this Agreement, or the rules and internal regulations of the trading systems used by the Company, the Company promptly updates this Agreement and its annexes, with changes taking effect simultaneously with amendments to regulatory documents.

12.3. Universal Applicability

12.3.1. Any changes or additions made by the Company are binding on all Clients of the trading platform, irrespective of when they entered into the Agreement.

12.4. Client Obligation

12.4.1. The Client is responsible for regularly reviewing changes made by the Company to this Agreement, its annexes, and the Company's website. The Client commits to visiting the

Company's website or trading platform independently at least once a week to stay informed about changes or additions.

12.5. Information Usage Restrictions

12.5.1. Any information received by the Client from the Company or third parties is for the sole purpose of fulfilling this Agreement and its terms. The Client is prohibited from distributing, storing, or distorting such information.

12.6. Personal Data Processing Consent

12.6.1. Upon intending to conclude this Agreement and registering on the Company's website, the Client provides personal data to the Company and consents to its processing. Personal data processing includes various actions outlined in this clause, and the consent remains valid for 75 years or until the legal storage period expires. The Client can withdraw this consent by sending an appropriate appeal to the Company, adhering to the Privacy Policy.

12.7. Processing Principles

12.7.1. The processing of personal data is carried out with confidentiality and security, in adherence to personal data protection requirements. Exceptions may apply according to current legislative norms and force majeure circumstances.

12.8. Rights and Obligations Transfer

12.8.1. While the Client is not authorized to assign its rights and obligations under this Agreement to third parties, proposals from the Client regarding such assignments are subject to consideration by the Company. Unapproved transfers of rights and claims by the Client are deemed invalid.

12.9. Company Rights Transfer

12.9.1. The Company holds the right to transfer its rights and/or claims under this Agreement to a third party without prior notice to the Client. Such transfer is considered complete upon displaying relevant information on the Company's website.

12.10. Null and Void Conditions

12.10.1. If any conditions of this Agreement or its annex are deemed null and void by a court of competent jurisdiction due to contradiction with current legislation, such conditions will be considered a separate part of the Agreement, leaving the rest unaffected.

12.11. Unregulated Situations

12.11.1. In situations not addressed by this Agreement or its annexes, the Company will abide by generally accepted terms of business conduct in accordance with principles of honesty and fairness.

12.12. Multilingual Publications

12.12.1. This Agreement and its annexes may be published in various languages. In case of discrepancies, the English version of the Agreement takes precedence.

12.13. Website Text Precedence

12.13.1. The text of the Agreement published on the Company's website supersedes texts on other resources.

12.14. Term Meaning Consistency

12.14.1. Unless stated otherwise, the meanings of terms in this Agreement remain consistent, regardless of capitalization.

Note: The numbers and structure of the sections have been retained for clarity and reference.