TERMS & CONDITIONS

E-Finance may amend these Terms & Conditions (“T&C”) at any time. Any such changes shall become effective immediately upon implementation. Your acceptance of the updated T&C will be confirmed via a click-through confirmation or acceptance button when you log in to your secure back-office.

You are advised to review these T&C periodically. Your continued access to or use of your back-office will be deemed as your acceptance of any modifications. If you do not agree to these T&C, you must not become a Trader or apply to become an Affiliate of E-Finance.

These Terms & Conditions govern all activities related to the execution of your trades.

Sections Covered:

- Introduction and Acknowledgement
- Scope of the Terms & Conditions
- Definitions and Interpretations
- Internet and Electronic Trading
- Market Making
- Becoming a Client and Affiliate
- Proprietary Rights and Trademarks
- Privacy Policy
- Know Your Client
- Violation of the T&C
- Legal Actions
- Legal, Tax and Compliance
- Miscellaneous

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1. Introduction

E-Finance (hereinafter referred to as the “Company”) is an investment firm.

The Company is incorporated in Great Britain and operates as a brokerage company.

The Company’s objectives include all activities permitted by applicable law, including but not limited to commercial, financial, lending, borrowing, trading, and service activities. These also include participation in other enterprises and the provision of brokerage, training, and managed account services in currencies, commodities, indices, CFDs, and other leveraged financial instruments.

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2. Acknowledgement

The Client confirms that they have read, understood, and accepted these Terms & Conditions, as amended from time to time, together with any information available on the Company's website at **e-finance.pro**.

After the Client completes and submits the Account Opening Application Form along with all required identification documents, the Company will inform the Client whether their application has been accepted.

The Company is not obliged (and may be unable under applicable regulations) to accept the Client as a customer, open an account, or accept any funds until all required documentation has been received, properly completed, and all internal checks have been satisfied. These checks include, without limitation, anti-money laundering procedures and appropriateness assessments.

The Company reserves the right to request additional due diligence documentation for Clients residing in certain jurisdictions.

This Agreement shall come into effect once the Client receives confirmation from the Company that their application has been accepted. By accepting this Agreement, the Client agrees that, if accepted, their relationship with the Company will be governed by these Terms & Conditions and the Account Opening Agreement, as amended from time to time.

The Client acknowledges that the Company's official language is English.

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3. Scope of the Terms & Conditions

These Terms & Conditions govern all actions related to the execution of the Client's orders.

These Terms are non-negotiable and prevail over any other agreements, arrangements, or representations, whether express or implied, made by E-Finance, unless the Company determines otherwise at its sole discretion.

In accordance with the Distance Marketing of Consumer Financial Services Law N.242(I)/2004, which implements EU Directive 2002/65/EC, the Client Agreement does not need to be signed by either party in order to be legally binding.

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4. Definitions and Interpretations

The following terms shall have the meanings set out below and may be used in both singular and plural forms, as appropriate:

- **"Account"** means the Client's personal trading account with the Company;
- **"Account Detailed Report"** means a statement showing the Client's portfolio, open positions, margin requirements, deposits, etc., at a specific time;
- **"Ask Price"** means the price at which the Company is willing to sell a CFD;

- **“Authorized Person”** means an individual authorized by the Client through a power of attorney to provide instructions regarding the Account;
- **“Balance”** means the amount in the Client’s Account after the last completed transaction, including deposits or withdrawals;
- **“Best Execution Policy”** means the Company’s policy regarding order execution, available on its Website;
- **“Bid Price”** means the price at which the Company is willing to buy a CFD;
- **“Business Day”** means any day on which banks are open in Great Britain;
- **“CFD” or “CFD Contract”** means a contract for difference based on fluctuations in the price of an underlying asset;
- **“Client”** means any natural or legal person accepted by the Company to receive services under these Terms;
- **“Collateral”** means any assets deposited with the Company’s Execution Venue;
- **“Company”** means E-Finance;
- **“Company’s Website”** means e-finance.pro or any other designated website;
- **“Contract”** means any agreement (oral or written) for the purchase or sale of financial instruments, including derivatives;
- **“Counterparties”** means banks or brokers used by the Company to hedge its transactions;
- **“Durable Medium”** means any medium that allows information to be stored and reproduced unchanged for future reference;
- **“Equity”** means Balance + Floating Profit/Loss + Swap;
- **“Event of Default”** has the meaning set out in Clause 14;
- **“Execution Venue”** means the entity executing transactions and holding Client assets;
- **“Floating Profit/Loss”** means unrealized profit or loss on open positions;
- **“Free Margin”** means available funds not used as margin (Equity − Margin);
- **“Margin”** means funds required to open and maintain positions;
- **“Margin Call”** occurs when margin falls below required levels, requiring action by the Client;
- **“Margin Level”** means (Equity / Margin) × 100;
- **“Market Maker”** means a dealer that continuously quotes buy and sell prices;
- **“Market Rules”** means the rules governing trading and settlement;
- **“Open Positions”** means positions that remain active;
- **“Orders”** means transactions executed by the Client on the trading platform;
- **“OTC”** means over-the-counter transactions not conducted on regulated exchanges;
- **“Principal”** means a party involved in a transaction;
- **“Security”** means assets deposited with the Execution Venue;
- **“Services”** means all services provided by the Company under these Terms;
- **“Spread”** means the difference between the Ask and Bid price;
- **“Spreads and Conditions Schedule”** means the schedule of fees and trading conditions available on the Website;
- **“Swap”** means overnight interest applied to open positions;
- **“Terms”** means these Terms & Conditions;
- **“Trade Confirmation”** means a notification confirming a transaction;
- **“Trading Platform”** means the system used to execute trades and monitor positions;
- **“Underlying Asset”** means the asset on which a derivative is based.

5. Internet and Electronic Trading

The Client acknowledges the electronic nature of the Services and accepts the inherent risk that communications transmitted by electronic means may fail to reach their intended destination or may be delayed due to circumstances beyond the Company's control.

As the Company does not control signal strength, its transmission, routing via the Internet or other communication networks, the configuration of the Client's equipment, or the reliability of any connection, the Company shall not be liable for any claims, losses, damages, costs, or expenses, including legal fees, arising directly or indirectly from any failure or disruption of communication systems or computer facilities used by the Company.

The Client must keep all login credentials strictly confidential and ensure that no third party gains access to the trading system. The Client shall remain fully responsible for all transactions carried out using their password, regardless of whether such transactions were authorized.

Unless otherwise stated, any prices displayed on the Company's Trading Platform are indicative at the time shown and are based on data subject to continuous change. The execution price shall be the price confirmed in the Trade Confirmation issued to the Client after execution of an order. This price may differ from the price displayed at the time the order was placed. In cases where an incorrect price has been used, the Execution Venue reserves the right to amend or cancel the relevant transaction(s).

The availability of limit order functionality on the Trading Platform depends on uninterrupted Internet services while the order remains active. It is also subject to size limitations imposed by the Execution Venue, including dealer limits, position limits, and any other applicable restrictions (whether disclosed or not), to ensure proper execution when the specified price is reached.

Any reference to third-party products, services, or websites shall not be considered an endorsement by the Company. The Company accepts no responsibility for the content or materials available on websites outside its control.

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6. Market Making

6.1. The Client is informed that in certain markets, including foreign exchange, OTC options, and CFDs, the Execution Venue may act as a Market Maker.

6.2. The Company operates under an STP execution model, whereby all orders are transmitted to E-Finance.

6.3. Upon written request, the Company will generally disclose whether it may act as a Market Maker in specific CFD transactions.

6.4. When acting as a Market Maker, the Execution Venue will, under normal market conditions, quote both bid and ask prices.

6.5. To provide pricing with the speed required for speculative trading, the Company may rely on available price data that could later prove inaccurate due to market conditions such as low liquidity, suspension of trading, data feed errors, or incorrect counterparty quotes. If such prices were provided in good faith, the Company reserves the right to cancel the trade within a reasonable timeframe and will provide an explanation to the Client.

6.6. Following the execution of a Client's position, the Execution Venue may offset this position against another Client's position, hedge it with counterparties, or retain it as a proprietary position for profit generation. Such actions may result in price differences—sometimes significant—between Client trades and the Execution Venue's hedging activities, potentially leading to profits or losses for the Execution Venue and implied costs for the Client.

These activities may also expose the Execution Venue to risks and potential losses if market movements are unfavorable.

6.8. The Client acknowledges that when the Execution Venue acts as a Market Maker, it may hold positions opposite to those of the Client, which may create a conflict of interest.

6.9. The Company is not obligated to provide continuous price quotes or maintain a maximum spread in such markets.

6.10. The Client accepts that quoted prices include a spread, which represents compensation to the Company and may not always be explicitly disclosed.

6.11. Additional costs, including commissions, interest charges, and embedded fees, may affect trading performance.

If the Client's account equity reaches or exceeds USD 300,000 (or equivalent) and open positions total 50 lots or more, the Company reserves the right to adjust leverage to 1:75. The Client will be notified by email in such cases.

For high-frequency traders, cumulative visible and hidden costs may become significant and may exceed the deposited margin over time. Leveraged products such as CFDs involve higher risk, and lower margin requirements may increase overall costs.

6.12. The Client is informed that Market Making activities may result in significant implicit costs, particularly in OTC markets.

6.13. The Execution Venue's performance in Market Making may negatively impact the Client's account, and such costs are not always visible or measurable.

6.14. The Execution Venue is not required to disclose details of its earnings, commissions, or internal performance related to Market Making.

6.15. CFD Contracts are OTC products quoted by the Execution Venue and are not traded on regulated exchanges.

6.16. Due to market conditions such as low liquidity or high volatility, pending orders may be restricted around major economic events.

6.17. The Company reserves the right to delete pending orders older than three (3) months. This includes Buy Limit, Buy Stop, Sell Limit, and Sell Stop orders as defined in the Order Execution Policy.

Note: Pending orders on Shares CFDs and Commodities CFDs will be automatically closed during market breaks and deleted after daily market closure.

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7. Become a Trader and Affiliate

You may join E-Finance as an Introducing Broker ("Affiliate"). Membership is free, and by referring clients, you may qualify as an Affiliate. Affiliates may also purchase products and services offered by the Company.

Affiliates are permitted, but not obligated, to promote the Company's services and refer new Clients or Affiliates. However, only official Company information may be used for such purposes.

To become a Client or Affiliate, you must be at least 18 years old and have reached the legal age in your jurisdiction. During registration, you must provide details of the referring Affiliate. This information cannot be changed after registration.

Clients must provide accurate and complete registration details. The use of false, misleading, or unauthorized information is strictly prohibited.

By registering, you consent to receive communications and promotional materials from the Company and its partners. You may terminate your Client status if you wish to stop receiving such communications.

Affiliate membership is personal and may not be transferred without written consent. The Company reserves the right to monitor activity and reject applications at its discretion without explanation.

These Terms remain in effect until terminated. The Company does not guarantee any financial results, and all trading decisions are made independently by the Client.

Affiliates must comply with all applicable laws and must not misrepresent the Company's services. Payments must be processed through approved Company channels.

7.2. Rejection

The Company reserves the right to reject any application without providing a reason.

7.3. Restricted Countries

Residents or citizens of the following countries are not permitted to become Clients or Affiliates: Afghanistan, Belize, Cuba, Iran, Iraq, North Korea, USA, South Sudan, United Arab Emirates, St. Vincent and the Grenadines, Canada, and Syria.

Access to Back Office

Affiliates are granted access to a secure back-office via **e-finance.pro**, where they can access information and purchase services.

Electronic Communication

By becoming an Affiliate, you agree to receive all communications electronically via email.

Referrals

Affiliates may refer Clients and other Affiliates. Rewards are granted only when referred individuals purchase Company products or services.

Disclaimer

The Company is not responsible for errors or omissions in its content and does not provide personalized investment advice. All information is for general purposes only.

No guarantees are made regarding profits. Trading outcomes depend on individual decisions and market conditions.

Clients are advised to seek independent professional advice before engaging in trading or purchasing services. Forward-looking statements involve risks and uncertainties, and actual results may differ.

8. Proprietary Rights and Trademarks

All content available on the website e-finance.pro (the “Website”), including the E-Finance brand and any variations thereof, as well as all videos, graphics, designs, text, images, applications, software, and other materials, constitute the proprietary property of E-Finance (the “Proprietary Property”) and are exclusively owned by the Company.

You may not modify, copy, distribute, frame, republish, display, post, transmit, download, or sell any Proprietary Property, in whole or in part, in any form or by any means, without the prior written consent of E-Finance. You are also prohibited from uploading or republishing such Proprietary Property on any Internet, Intranet, or Extranet platform, or incorporating it into any database or compilation.

Any unauthorized use of Proprietary Property is strictly prohibited and will result in the termination of your Affiliate rights. Any unpaid or future bonuses under these T&C will be forfeited, and legal action may be taken against you. Such unauthorized use may also constitute a violation of applicable copyright, trademark, and communication laws. Unless expressly stated, nothing in these T&C shall be interpreted as granting any intellectual property rights, whether by implication or otherwise.

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9. Trademarks

The name E-Finance, including its use in graphics, logos, page headers, button icons, scripts, and service names, constitutes registered trademarks of E-Finance (the “Trademarks”).

All rights are reserved. These Trademarks may not be copied, reproduced, or used in any manner without prior written consent from E-Finance. You acknowledge your awareness of the Company’s Proprietary Property and agree not to register or attempt to register any intellectual property that is similar to that of the Company, including names, slogans, taglines, trademarks, logos, designs, domain names, or copyrighted materials.

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10. Advertising

Without prior written consent from E-Finance, you are prohibited from advertising in any manner that includes the Company’s name or any variation thereof. This includes, but is not limited to, promotions, advertisements, or links on blogs, social media platforms, forums, or any other marketing channels intended to promote Affiliate participation.

However, you may use marketing materials made available through your Back-Office, including your personal referral link, to promote the opportunity to become an Affiliate or to promote the Company’s products and services. Such promotional activities must be directed only to your personal contacts and known audience.

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11. Anti-Spam Policy

E-Finance strictly prohibits the use of “Spam” as a marketing practice. All communications sent by Affiliates must comply with applicable laws and anti-spam regulations in their respective jurisdictions.

In the event of any confirmed Spam activity, the Company reserves the right, at its sole discretion and without prior notice, to suspend or terminate your Affiliate account. In such cases, all unpaid and future bonuses, as well as any associated benefits, shall be forfeited.

For the purposes of these T&C, “Spam” includes:

- Sending electronic messages to recipients with whom there is no prior relationship or without consent;
- Posting messages in forums or discussion boards that are off-topic, excessively repeated, or distributed across unrelated groups;
- Sending unsolicited promotional content through forums, chat rooms, private messages, or instant messaging platforms.

Each reported case will be reviewed individually, and the Company reserves the right to take action, including suspension or termination, with or without prior notice.

You acknowledge that the Company shall not be liable for any damages arising from communications sent by you as an Affiliate. You are solely responsible for ensuring compliance with these T&C.

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12. Privacy Policy

Your privacy is important to us. This notice explains how your personal information is collected, used, and protected. By using the Website in a manner that involves providing personal data, you consent to the terms outlined in this policy.

You may have additional rights under applicable laws in your jurisdiction. These rights may supplement those described herein. The Company is committed to complying with all applicable data protection regulations. You may contact the Company at any time to exercise your rights.

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13. Children’s Privacy

The protection of minors is of particular importance. The Website is not intended for individuals under the age of 18, and the Company does not knowingly collect or store information from such individuals.

Persons under the age of 18 are strictly prohibited from using the Website or accessing any products or services offered by E-Finance.

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14. Know Your Client (KYC)

For compliance and security purposes, E-Finance may request identification documents, including but not limited to a copy of your passport and a recent utility bill (issued within the last 90 days) confirming your address (a “KYC Request”).

You acknowledge that submission of valid KYC documentation may be required before you are permitted to convert bonuses or points into cash through approved third-party providers. Until such documentation is provided and verified, such conversions will not be permitted.

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15. Violation of the T&C

If you breach these Terms & Conditions, engage in conduct deemed inappropriate, misuse confidential information, or misrepresent the Company in a manner that may harm its reputation or that of its representatives, E-Finance reserves the right to suspend or terminate your status as a Client and/or Affiliate.

The Company further reserves the right to pursue legal action for any damages resulting from such violations.

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16. Suspension of Affiliate Status

If you violate these T&C, or if the Company reasonably suspects a violation, your status as a Client and/or Affiliate may be suspended. During suspension, access to the Back-Office, services, and associated benefits may be restricted until a final determination is made.

During the suspension period, bonuses and points may be frozen. You will not be permitted to refer new Clients or receive any benefits, compensation, or rewards during this time.

If reinstated, your access and privileges will be restored accordingly.

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17. Termination of Affiliate Status

You may terminate your status at any time by contacting support@e-finance.pro. The Company reserves the right to terminate your status at any time without providing a reason, with immediate effect.

Upon termination, notifications will be provided via the Back-Office and email. Any trading activity may be reviewed, and applicable refunds may be processed.

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18. Legal Actions

In the event of a breach of these T&C, the Company reserves the right to take appropriate action, including issuing warnings, suspending accounts, terminating access, or initiating legal proceedings.

The Company maintains a strict zero-tolerance policy for misconduct or activities that may cause harm. Legal action may be pursued for any financial or reputational damage caused.

All decisions made by the Company in such matters shall be final and binding.

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19. Forfeit of Bonuses

If your status is terminated due to a violation of these T&C or failure to comply with a KYC Request within two (2) weeks, all bonuses, rewards, and points will be forfeited and cannot be reclaimed.

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20. Withholding of Bonuses

If bonuses, commissions, or trading results are credited in error or exceed the correct amount, the Company reserves the right to deduct such amounts and withhold future payments accordingly.

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21. Limitation of Liability

To the fullest extent permitted by law, E-Finance shall not be liable for any damages arising from the use or inability to use its Website or services.

This includes, but is not limited to, indirect, incidental, or consequential damages such as loss of profits, data, or goodwill.

You acknowledge that all trading risks are borne solely by you.

The Company reserves the right to defend any claim and requires your cooperation in such cases.

You are responsible for compliance with all laws applicable in your jurisdiction. Affiliates operate independently and are not employees of the Company.

All taxes, duties, and obligations arising from earnings are your responsibility. The Company may withhold amounts where required.

The Company reserves the right to suspend accounts or take legal action in cases of suspected unlawful activity.

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22. General Notice

You acknowledge the risks associated with trading and the use of digital assets such as cryptocurrencies. You confirm that you are legally permitted to participate in such activities.

You waive the right to participate in class actions and accept full responsibility for your trading decisions.

All services are provided “as is” without warranties of any kind. The Company does not guarantee uninterrupted or error-free operation.

Availability and Disclaimer

The Company does not guarantee continuous availability of its Website or that it is free from harmful elements. You are responsible for implementing appropriate security measures.

All services are provided for personal use and at your own risk.

Governing Law

These Terms & Conditions are governed by the laws of Great Britain.

Statute of Limitations

Any claim must be filed within six (6) months from the date it arises, failing which it shall be permanently barred.

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23. Miscellaneous

Failure to enforce any provision shall not constitute a waiver of rights. Headings are for reference only and do not affect interpretation.

If any provision is deemed invalid, the remaining provisions shall remain in effect.

The Affiliate may not assign or transfer rights without written consent. No authority is granted to act on behalf of the Company.

These Terms, together with all related policies, constitute the entire agreement between the parties.

General Terms and Conditions (GTC) Digital Asset Management – Long-Term Investment

Status: 17-05-2026

1. Scope

1.1. These General Terms and Conditions (GTC) apply to all contracts and services related to digital asset management and long-term investments concluded between E-Finance and the Client.
1.2. Deviating, conflicting, or supplementary terms of the Client shall not become part of the contract unless E-Finance expressly confirms their validity in writing.

2. Description of Services

2.1. E-Finance offers a digital platform for asset management based on algorithms and expert analysis.
2.2. The goal of asset management is the long-term appreciation of the funds provided by the Client in accordance with the agreed investment strategy.
2.3. There is a claim to a capital loss guarantee.

3. Conclusion of Contract

3.1. The contract between the Client and E-Finance is concluded by registration on the platform and acceptance of the GTC.
3.2. The Client confirms that they are of legal age and possess the necessary legal capacity.

4. Rights and Obligations of the Client

4.1. The Client is obliged to provide complete and truthful information during registration.
4.2. Changes to personal data must be communicated immediately.
4.3. The Client bears the risk of investment decisions made based on their chosen investment strategy.

5. Fees and Costs

5.1. For trading services, E-Finance charges a brokerage commission of 10% gross of the net profit of the assets. The brokerage commission is always to be paid in advance, as the trading service has been rendered. A reduction of the amount from the trading account is not permitted due to regulatory requirements.
5.2. Additional fees may apply for transactions, performance-based earnings, or special services. See Appendix.

6. Risk Disclosure

6.1. Investments in securities and other financial products are associated with risks, including the potential loss of invested capital.
6.2. Past performance is not a reliable indicator of future results. *The expected or estimated return is the return before costs and a forecast of future performance. It is based on a careful analysis of objective data, consideration of various market developments, and the professional experience of the asset manager. It does not constitute a reliable indicator that such a development will actually occur. Costs negatively affect this return. Even in cases where past performance data has been provided, it is not a reliable indicator of future performance. Past performance data always refers to the return before costs.

7. Termination and Term

7.1. The contract is concluded for an indefinite period unless a fixed term has been agreed.
7.2. Both parties may terminate the contract at any time.
7.3. The right to extraordinary termination remains unaffected.

8. Liability

8.1. E-Finance is liable only for intent and gross negligence.
8.2. Liability for indirect damages or lost profits is excluded unless mandatory statutory provisions provide otherwise.

9. Data Protection

9.1. E-Finance undertakes to protect the Client's personal data in accordance with applicable data protection laws.
9.2. Further information on data processing can be found in the privacy policy.

10. Final Provisions

10.1. The law of the United Kingdom applies, excluding the UN Convention on Contracts for the International Sale of Goods.
10.2. The place of jurisdiction is the registered office of E-Finance, provided the Client is a merchant.
10.3. Should individual provisions of these GTC prove invalid, the validity of the remaining provisions remains unaffected.