

# **TERMS & CONDITIONS**

## Terms & Conditions

Welcome to Kritex Fx Solution Ltd. By accessing our website, using our services, or engaging with any tools and content we provide, you agree to be bound by the following Terms and Conditions. These terms form a legally binding agreement between you and Kritex Fx Solution Ltd and govern your use of our platform.

Please read these Terms & Conditions carefully. If you do not agree with any part of them, you should not use our website or services.

These terms should be read in conjunction with our [Privacy Policy] and any other agreements or disclosures you receive as part of your relationship with Kritex Fx Solution Ltd, including but not limited to client agreements and service-specific contracts.

## 1. Use of the Website and Services

All content, trading tools, educational materials, and services offered on our website are for personal, non-commercial use, unless otherwise authorized in writing by Kritex Fx Solution Ltd. You must:

- Be of legal age in your jurisdiction;
- Have the capacity to enter into a binding agreement;
- Not use our platform for any unlawful, abusive, or fraudulent purpose.

We reserve the right to suspend, restrict, or terminate access to any part of the website or services at our sole discretion, without prior notice.

If you believe any content on our site violates these terms or is otherwise inappropriate, please contact us immediately.

## 2. User Responsibility and Legal Compliance

Kritex Fx Solution Ltd is a registered business entity in Saint Lucia. While we are not licensed or overseen by any financial authority, we are committed to operating in a transparent and secure manner.

You are solely responsible for understanding and complying with all local laws and regulations applicable to your use of our services in your jurisdiction.

Our website and services are not intended for use in any country or jurisdiction where such use would be contrary to local law. We do not solicit clients in restricted or blacklisted jurisdictions.

### **3. No Investment or Financial Advice**

The content on our website is for informational and educational purposes only and does not constitute:

- Investment advice;
- Legal or tax recommendations;
- A solicitation to buy or sell financial instruments.

Kritex Fx Solution Ltd does not hold a financial license and does not provide personalized financial advice. Always seek guidance from licensed professionals before making financial decisions.

### **4. Intellectual Property**

All website content—including, but not limited to, logos, branding, designs, videos, software, text, and graphics—is the intellectual property of Kritex Fx Solution Ltd or our licensors. You may not:

- Copy, modify, or reproduce any content;
- Use our trademarks or branding without written authorization;
- Extract data or attempt to reverse-engineer our systems.

Unauthorized use may result in legal action and termination of access.

Links to external third-party websites are provided for convenience only.

Kritex Fx Solution Ltd does not endorse and is not responsible for the content or practices of these websites.

## 5. Account Registration and Security

When you open an account with Kritex Fx Solution Ltd, you agree to:

- Provide accurate, complete, and updated information;
- Keep your login credentials confidential;
- Notify us immediately of any unauthorized use or security breach.

We are not liable for losses resulting from unauthorized account access due to your negligence.

## 6. Service Availability and Limitations

We aim to provide uninterrupted access to our services, but we do not guarantee that our website or platforms will be available at all times. Maintenance, upgrades, or unforeseen issues may result in temporary service interruptions.

Certain services or features may not be available in all countries due to local laws or business limitations. We reserve the right to limit or deny services based on your location or account status.

## **7. Indemnification and Limitation of Liability**

You agree to indemnify and hold harmless Kritex Fx Solution Ltd, its affiliates, directors, and employees from any claims, losses, or damages arising out of your use of the website, services, or violation of these terms. To the maximum extent permitted by law, Kritex Fx Solution Ltd shall not be liable for:

- Indirect or consequential losses;
- Loss of profits, business, or data;
- Unauthorized access to your account due to negligence or misuse.

## **8. Governing Law and Jurisdiction**

Unless otherwise stated, these Terms & Conditions shall be governed by and construed in accordance with the laws of Saint Lucia. Any disputes or claims arising out of your use of our services shall be subject to the exclusive jurisdiction of the courts of Saint Lucia.

By using our services, you consent to this jurisdiction and waive any objections to it.

## **9. Updates and Changes**

Kritex Fx Solution Ltd reserves the right to update or modify these Terms & Conditions at any time. Changes will take effect immediately upon posting on this page. Your continued use of the website or services after such changes signifies your acceptance of the revised terms.



## 10. CLIENT CONDUCT AND PROHIBITED ACTIVITIES

The Client must use Kritex's services, systems, platforms, pricing, liquidity, and execution infrastructure solely for legitimate trading purposes.

The Client must not engage in any activity designed to obtain an improper advantage through the exploitation of pricing, execution, technological, liquidity, latency, platform, bridge, market-data, or system inefficiencies.

### 10.1 Prohibited Activities

Prohibited activity includes, without limitation:

- Money laundering, attempted money laundering, or concealment of the origin or ownership of funds;
- Terrorist financing or other unlawful financial activity;
- Fraud, attempted fraud, misrepresentation, impersonation, document manipulation, or provision of false information;
- Insider dealing or trading based on unlawfully obtained confidential or non-public information;
- Market manipulation or attempted manipulation;
- Coordinated or collusive trading intended to distort normal market or execution conditions;
- Exploitation of stale, delayed, incorrect, frozen, misquoted, or off-market prices;

- Latency arbitrage or trading intended to profit from differences in the timing of pricing feeds, execution venues, liquidity providers, platforms, or servers;
- Exploitation of bridge, aggregation, routing, liquidity-provider, execution-engine, or order-processing behaviour;
- Liquidity exploitation, including strategies specifically designed to exploit temporary or abnormal liquidity conditions;
- Feed manipulation or exploitation of discrepancies between price feeds;
- Quote stuffing, excessive order submission, modification, or cancellation intended to interfere with or exploit execution infrastructure;
- Abusive high-frequency or ultra-high-frequency trading activity;
- Excessive same-second, sub-second, or highly synchronised order activity designed to exploit execution behaviour;
- Front-running or trading designed to anticipate and unfairly benefit from the execution of other orders;
- Abusive trading during significant economic announcements, unexpected news, market openings, market closures, liquidity gaps, or periods of abnormal volatility where the strategy relies upon execution or pricing deficiencies rather than genuine market exposure;
- Exploitation of delays occurring during major economic releases or other news events;



- Rapid opening and closing of positions where the primary purpose is to exploit temporary pricing or execution inconsistencies;
- Repeated directional reversals intended to exploit latency, execution delays, price discrepancies, or liquidity behaviour;
- Placing multiple identical or substantially identical orders in coordinated or synchronised batches where such activity is intended to exploit execution conditions;
- Coordinated trading across multiple accounts, whether held by the same Client or by connected persons;
- Operating multiple accounts for the purpose of avoiding trading limits, risk controls, account restrictions, monitoring systems, or other protections implemented by Kritex;
- Hedging, mirroring, copying, or otherwise coordinating positions between related accounts where the purpose is to exploit promotions, bonuses, execution differences, pricing discrepancies, or other commercial terms;
- Using third parties, nominee account holders, related parties, or multiple identities to circumvent Kritex's controls;
- Deliberately disguising the origin, ownership, coordination, or strategy of trading activity;
- Manipulation or exploitation of bonuses, rebates, cashback arrangements, credits, promotional programmes, commissions, or other financial incentives;

- Entering transactions primarily for the purpose of generating rebates, commissions, promotional benefits, or other incentives rather than genuine market exposure;
- Exploitation of stop-loss, take-profit, order-triggering, margin, liquidation, or negative-balance mechanisms;
- Exploitation of system errors, technical faults, software bugs, platform vulnerabilities, incorrect configurations, or unintended system behaviour;
- Attempting to interfere with, bypass, manipulate, reverse engineer, or circumvent Kritex's trading systems, security controls, monitoring systems, execution infrastructure, or risk-management mechanisms; and
- Any conduct which Kritex reasonably determines has been structured primarily to exploit an artificial, technological, pricing, execution, liquidity, or operational advantage rather than participate in genuine market trading.

## 10.2 Automated and Algorithmic Trading

The use of Expert Advisors, algorithms, APIs, artificial intelligence systems, automated strategies, trading robots, scripts, or other automated execution technology may be subject to Kritex's trading conditions and account-specific restrictions.

- Automated trading must not be configured or operated for the purpose of exploiting:
- Pricing latency;
- Stale or delayed quotations;
- Execution delays;
- Liquidity-provider differences;
- Bridge or routing behaviour;
- Market-data discrepancies;
- System vulnerabilities;
- Abnormal execution conditions; or
- Any other technological or infrastructure-related weakness.
- Kritex may restrict or prohibit particular automated strategies where their operation creates abnormal execution behaviour, excessive system load, abusive order flow, or circumstances inconsistent with normal market trading.

## 10.3 Review of Trading Activity

[NEW / ADDED PROVISIONS] Kritex may review Client trading activity where unusual, abnormal, coordinated, technically exploitative, or potentially prohibited behaviour is identified.

Such review may include analysis of:

- Order timestamps;
- Execution speeds;
- Trade duration;
- Order frequency;
- Position sequencing;
- Related accounts;
- IP addresses;
- Devices;
- Trading algorithms;
- Execution patterns;
- Price-feed behaviour;
- Liquidity conditions;
- Account funding;
- Trading correlations; and
- Other information reasonably relevant to determining the nature of the activity.

The Client may be requested to provide reasonable information or explanations concerning trading strategies, account relationships, automated systems, funding activity, or other matters relevant to such a review.

## 10.4 Action Following Prohibited Activity

Where Kritex reasonably determines that an account has participated in prohibited, abusive, fraudulent, manipulative, or exploitative activity, Kritex may take one or more actions permitted under the applicable Client Agreement and applicable law.

Such actions may include:

- Rejecting pending orders;
- Restricting the placement of new orders;
- Closing or cancelling affected positions;
- Correcting transactions executed at manifestly erroneous or invalid prices;
- Reversing or adjusting transactions directly attributable to prohibited activity;
- Removing financial benefits generated directly through prohibited conduct;
- Excluding trades from promotional, rebate, cashback, bonus, or incentive programmes;
- Restricting or removing access to particular instruments or trading services;
- Changing applicable execution conditions where permitted under the applicable Client Agreement;
- Suspending trading activity;

- Restricting deposits, withdrawals, or transfers while an investigation is ongoing, to the extent permitted by applicable law;
- Requesting additional verification or supporting documentation;
- Terminating the Client's account or business relationship; and
- Referring suspected unlawful activity to relevant financial institutions, service providers, counterparties, or competent authorities where required or permitted by law.

Any determination made under this section should be based on the circumstances of the relevant activity and available trading, execution, account, and system records.

The Client acknowledges that Kritex is not required to permit activity that relies upon an obvious pricing error, technical malfunction, execution deficiency, unintended system behaviour, or other circumstance that does not represent normal and genuine market conditions.



## **10.5 Application to Manual and Automated Trading**

The restrictions contained in this Section 10 apply regardless of whether prohibited conduct is carried out manually, through automated trading systems, Expert Advisors, APIs, algorithms, artificial intelligence systems, trading robots, scripts, third parties, related accounts, or any combination of such methods.

The Client is responsible for ensuring that all trading activity conducted through the Client's account complies with this Section 10, the applicable Client Agreement, applicable trading conditions, and applicable law.

## **11. Severability**

If any provision of these Terms & Conditions is determined to be invalid, unlawful, or unenforceable by a competent authority or court, that provision shall be interpreted or modified to the minimum extent necessary to make it enforceable, where permitted by law.

The invalidity or unenforceability of any particular provision shall not affect the validity and enforceability of the remaining provisions.

## **12. Entire Agreement**

These Terms & Conditions, together with the Privacy Policy, applicable Client Agreement, trading conditions, risk disclosures, and any other agreements or disclosures expressly incorporated by reference, constitute the terms governing your use of Kritex Fx Solution Ltd.'s website and applicable services, except where a separate written agreement expressly provides otherwise.

In the event of a conflict between these Terms & Conditions and a specific Client Agreement or service-specific agreement, the applicable specific agreement shall prevail to the extent of the conflict.

## **13. Contact**

If you have questions regarding these Terms & Conditions, your account, or our services, please contact Kritex Fx Solution Ltd. through the official contact details provided on our website.

Kritex Fx Solution Ltd.