



Terms Of Business

CFDs and leveraged instruments are complex products and come with a high risk of losing money rapidly due to leverage. Before trading, ensure you fully understand the risks involved and carefully consider whether trading these products is appropriate for your financial situation, and only trade if you are prepared to lose your invested capital.

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1. Regulatory Status & Corporate Authority

Fundify Limited is licensed and supervised by the **Financial Services Commission (FSC) Mauritius** as an **Investment Dealer (Full Service Dealer, Excluding Underwriting)** under Section 29 of the Securities Act 2005. The Company is registered in Mauritius under registration number **C207196**, licence number **GB24202844**, with its registered address at 1/F River Court, 6 St. Denis Street, Port Louis, 11328, Mauritius.

This regulatory status provides Fundify with the authority to execute orders, hold client funds, engage liquidity counterparties, facilitate settlement of physical securities, and offer non-discretionary execution services in multiple asset classes.

Our licence permits us to operate in two distinct modes of dealing depending on product type. For **CFDs and Spot FX**, Fundify may act as principal or as matched principal against liquidity providers. For **physical equities**, Fundify always acts solely as agent. We do not act as custodian directly but appoint regulated third-party custodians, settlement agents and clearing facilities under structured agreements.

Fundify adheres to all applicable obligations under Mauritius securities law including Anti-Money Laundering and Counter-Terrorist Financing requirements (FIAMLA), client money segregation, suspicious activity monitoring, FATCA/CRS reporting, record-keeping, capital adequacy, compliance supervision and disclosure obligations. You understand and consent that Fundify may be legally required to share information with regulators and tax agencies where required.

Fundify does not provide asset management, investment advisory services or discretionary trading services. We do not monitor your trades for suitability or appropriateness. At all times, you are solely responsible for evaluating risk, trade appropriateness and exposure.

2. Introduction

These Terms of Business ("Terms") govern the entire contractual relationship between you, the Client, and Fundify Limited ("Fundify", "we", "us", "our"). By opening an account or using any of our services, you acknowledge that these Terms form a legally binding agreement between you and the Company. These Terms set out, in clear and explicit language, the basis on which Fundify provides **execution-only** trading services, account facilities, market access, custody, settlement and related operational functions.

You must ensure that you read these Terms in full. If you do not understand anything contained here, you must seek clarification before trading. We will consider your opening of an account, your funding of that account, or your placing of any trade or transaction through the Fundify platform as definitive and irreversible acceptance of all provisions within this agreement. At no time shall ignorance, non-reading or misunderstanding constitute grounds to void obligations arising under this contract.

Fundify operates strictly as an **execution-only** brokerage. We do not, under any circumstances, provide investment advice, personal recommendation, suitability assessment, portfolio management or decision guidance. We do not evaluate whether your



trades are appropriate for your financial situation, knowledge or risk tolerance. All trades made through Fundify are initiated exclusively at your discretion, and every gain or loss arising from your trading decisions remains entirely your responsibility. You acknowledge that trading financial instruments — especially those involving leverage — carries significant financial risk, including the possibility of substantial loss.

3. Key Defined Terms

To avoid ambiguity, the following words — when written with capitalisation — have explicit meaning throughout this document:

“Account” — The trading and custody account opened in your name at Fundify which records balances, open positions, equity holdings, settlements, withdrawals, fees, financing and all financial activity.

“Base Currency” — The primary currency in which your account is denominated and valued.

“B-Book / Internalisation” — Execution where Fundify may act as counterparty to CFD/FX trades.

“CFD (Contract for Difference)” — A leveraged derivative contract where you speculate on price movement without owning the underlying asset, with profit or loss determined by the difference between opening and closing value.

“Commission” — A fee charged on certain instruments or trade volumes as disclosed.

“Conversion Rate” — The exchange rate applied when funds are converted between currencies, which may include a spread.

“Corporate Action” — Any company-initiated event affecting securities held including dividends, splits, rights, mergers and consolidations.

“Custodian” — A licensed institution responsible for safeguarding and administering shares on your behalf.

“Dormant Account” — An account with no activity for six months which may incur maintenance charges.

“Execution Venue” — The market, exchange or liquidity destination where orders are executed.

“Equity / Share” — A publicly traded security representing ownership in a listed company, held for you in custody by Fundify’s appointed clearing partners.

“FATCA / CRS” — International tax transparency and reporting regimes requiring identification of tax residency.

“FIU” — The Mauritius Financial Intelligence Unit responsible for AML intelligence and reporting.

“Force Majeure” — An external event outside Fundify’s control which disrupts normal business operation.



“Fractional Entitlement” — A part-unit allocation arising from corporate events that may be rounded or settled in cash.

“Free Margin” — The remaining equity available after used margin, determining capacity to open further positions.

“FSC” — The Financial Services Commission of Mauritius, Fundify’s regulatory authority.

“Leverage” — Exposure greater than deposited capital, increasing potential gain and potential loss.

“Liquidity Provider (LP)” — A counterparty providing executable pricing and depth for CFD/FX trading.

“Margin” — Collateral required to open and maintain leveraged CFD and FX positions which must be maintained at all times.

“Margin Call” — A point where your equity becomes low and additional funding or risk reduction is recommended.

“Negative Balance” — Where losses exceed total funds deposited, requiring repayment of the outstanding amount to Fundify.

“Omnibus Account” — A pooled custody structure where multiple client assets are held collectively but accounted for individually.

“Settlement” — The clearing and transfer of ownership of equity transactions, generally completed on T+1 or T+2 depending on the market.

“Slippage” — When a trade executes at a different price than requested due to market movement or liquidity.

“Spot FX” — A transaction involving the exchange of one currency for another, either settled spot or synthetically rolled forward.

“Spread” — The difference between the bid (sell) and ask (buy) price.

“STP Execution” — Orders routed externally to liquidity providers for pricing and execution.

“Stop-Out Level” — The percentage of margin at which Fundify may automatically close open positions to prevent further loss.

“Swap / Overnight Financing” — A charge or credit applied when leveraged CFD/FX positions are held overnight based on funding rates.

“Terms” — This full Terms of Business Agreement including all schedules, annexes and amendments.

4. Relationship Between Client and Firm

4.1 By opening an account with Fundify, you appoint Fundify as the execution venue for CFDs and Spot FX, and as agency broker for physical equities. Fundify does not act as your fiduciary or financial adviser. Your relationship with us is strictly commercial and contractual — not advisory, discretionary or managed.



4.2 These Terms govern every interaction you have with Fundify including but not limited to: account opening, identity verification, deposits and withdrawals, custody, execution, margining, liquidation, dispute handling, data usage, reporting, termination and legal enforcement. No conflicting statements from employees, affiliates or third-party introducers override these Terms unless signed formally by our board.

4.3 If you disagree with any part of these Terms, you must not use or continue to use our services. Trading, depositing or transmitting instructions to Fundify confirms unconditional acceptance of these Terms.

5. Scope of Services provided by Fundify

5.1 Fundify provides access to electronic trading of:

- Contracts for Difference (CFDs) in indices, commodities, equities, metals, etc.
- Spot Foreign Exchange
- Physical Equities and Listed Securities

We may expand or restrict product availability at our discretion.

5.2 For CFDs/FX, Fundify may act as market-maker (internal B-book) or may route orders on STP basis to liquidity providers. We may offset your transactions externally or may choose not to hedge. Execution, spread, swap and liquidity may vary depending on market conditions and LP behaviour. You agree that Fundify is entitled to profit or loss generated through risk management activity.

5.3 For physical equities, Fundify acts strictly as agent. Orders are routed to regulated execution venues, brokers or market centres. Settlement and custody are provided through approved third-party custodians. You hold beneficial ownership but Fundify manages operational custody.

5.4 We do not guarantee execution price, timeliness, fill quantity or liquidity. Fast-moving markets may result in slippage. Delays or system outages may prevent trade execution. Partial fills may occur. None of these constitute breach of obligation.

5.5 We may refuse, cancel or reverse orders where necessary to protect market fairness, regulatory compliance or internal risk limits.

6. Client Eligibility

To open and maintain an account with Fundify, all of the following must always be correct and true:

- You are at least 18 years old.
- You have full legal capacity to contract and to bear financial risk.
- You are not bankrupt, insolvent, legally restricted or barred from using financial services.



- You are not located in a prohibited or sanctioned jurisdiction.
- All information you have provided — including KYC, identity documentation, source-of-funds declarations and ongoing updates — is accurate, verifiable and complete.
- You will promptly notify us of changes including address, tax residency, name, employment, financial condition or political exposure.
- If employed by a regulated firm, you confirm you have obtained written permission from your compliance department to hold and operate this account.

Trading while failing any eligibility criteria remains fully binding — **you are still responsible for trades, losses and negative balance recovery** even if you were not eligible to trade.

7. Client Warranties and Continuing Representations

You give the following ongoing warranties throughout your relationship with Fundify:

- a) You will be regarded as principal (acting on your own behalf), and you may only act through a nominee, corporate entity, trust, or under a power-of-attorney if we have given prior written approval.
- b) All funds transferred to Fundify originate from lawful sources and beneficial ownership is transparent and known to you.
- c) You will not use Fundify accounts to process third-party payments, criminal proceeds, money laundering, terrorist financing, sanctions evasion or tax evasion.
- d) You acknowledge trading leveraged products includes substantial risk and may result in total loss of capital and debt beyond deposits.
- e) You will not conduct trades or activity that manipulates markets, abuses liquidity or attempts to exploit system weaknesses.
- f) You confirm you have independent financial judgement and capability to assess risk without guidance from Fundify.

These representations survive account closure and remain enforceable.

8. Client Money Rules

8.1 All client funds are held in segregated accounts separate from Fundify's operating capital, in accordance with FSC client money requirements. Segregation means Fundify must not mix operational funds with client balances. However, segregation does not mean that each client has an individually designated account — funds may be pooled.

8.2 Pooled client funds may be held with third-party regulated banks or custodians. You acknowledge that pooled storage introduces systemic and counterparty risk. Should a custodian fail financially, client assets may be subject to recovery procedures, legal delay or partial loss.

8.3 You acknowledge that when margin is used to support leveraged positions, funds may be transferred from client bank accounts into margin exposure accounts and may

temporarily lose segregated status. When positions close, funds may be returned to client-segregated structure.

8.4 Fundify may transfer, convert or hold funds with regulated clearing entities, execution venues or liquidity counterparties to facilitate trading, settlement, hedging or margin. Operational money movement does not require repeated client consent.

We may refuse deposits from unverified or mismatched sources, block withdrawals until documentation is updated, and return funds to original sending source only.

9 . CFD Trading – Risk Disclosure

9.1 CFDs are complex financial instruments. They behave differently from shares — price may move rapidly, sometimes with no opportunity to react. Leverage amplifies both profit and loss. A small movement in price can generate a disproportionately large change in your account equity. You acknowledge that by trading CFDs, you may lose more than the funds initially deposited.

9.2 Different symbols have different margin requirements, volatility characteristics, liquidity levels, session gaps and overnight financing costs. You are responsible for understanding product specifications before opening a position. Trading activity outside peak liquidity hours may increase slippage, widen spreads or trigger gapping volatility at session open.

9.3 Stop-loss orders are risk management tools — **not guarantees**. In fast markets, the next available price may be worse than your stop instruction, meaning you lose more than expected. This is known as slippage and is normal behaviour in leveraged markets.

9.4 We do not monitor your trades. You must monitor open positions manually. If your equity falls below liquidation threshold, Fundify may close positions without warning, even if you intend to deposit more funds. You must always ensure you have sufficient margin buffer.

9.5 Trading during news releases, low-liquidity windows, index rollovers or global macro events significantly increases risk. Liquidity may disappear, spreads may widen dramatically, orders may reject, and margin calls may trigger faster than you can react.

9.6 By trading CFDs with Fundify, you confirm that you fully understand the above risks and assume all financial exposure voluntarily.

For further detail, examples and deeper breakdowns, please refer to Fundify's full **Risk Disclosure Notice**.

10. Margin, Liquidation & Leverage Rules

10.1 Margin is collateral required to support leveraged exposure. Margin requirements may change without advanced notice due to volatility, liquidity or risk conditions. We may raise margin requirements temporarily or permanently at instrument or portfolio level.

- 10.2 **Margin Call Trigger: 80%** – When your equity falls to 80% of margin requirement, you should add funds or close positions. Fundify may issue warnings by email or notification, but is never obligated to do so. Silence must not be interpreted as safety.
- 10.3 **Stop-Out / Forced Liquidation: 50%** – When equity reaches 50%, Fundify may liquidate positions automatically. We may close the largest position first, the most liquid, or any combination that protects system exposure. You may still owe money after liquidation.
- 10.4 No Negative Balance Protection. You explicitly acknowledge that if extreme market movement pushes equity below zero, you owe the outstanding amount. Debt collection, legal proceedings and external recovery agents may be used.
- 10.5 High leverage accelerates both earnings and drawdown. You should select leverage appropriate to your knowledge and financial capacity. Using maximum leverage increases probability of liquidation.
- 10.6 Funds pending withdrawal or settlement **do not count as margin** until cleared. Requests cannot block margin close-out.

11. Fees, Charges & Trading Costs

- 11.1 You may be charged spreads, commissions, custody fees, swap/overnight interest, borrowing fees, regulatory levies, clearing exchange charges and FX conversion costs. Fee schedules may vary by instrument type or venue.
- 11.2 We may revise fees at any time. We will provide at least 10 business days' notice before new fees take effect. Updated fees apply from the effective date stated in the notice, and your continued use of the platform constitutes full acceptance of the revised pricing, even without written acknowledgement.
- 11.3 You must ensure you understand fee implications before placing trades. Cost misjudgement does not void obligation. If you do not accept revised fees, you must notify us, and we may restrict or close your account. Continued use of the platform after the notice period will be deemed acceptance of the updated fees.

12. Deposits & Withdrawals

- 12.1 Deposits may only be made from accounts held in your own name. **Third-party deposits are not permitted.** We may reject funds from unrelated parties, frozen accounts, crypto tumblers, payment processors or any financial source inconsistent with AML requirements.
- 12.2 Withdrawals are always returned **to the original funding source**, subject to regulatory constraints. If original funding route no longer exists, we may require proof-of-ownership of a replacement account before release.



12.3 Withdrawal requests do not guarantee release where:

- KYC information has expired or is incomplete
- activity triggers AML review
- unsettled trades remain open
- margin obligations exist
- account is under investigation

12.4 Banking, remittance and intermediary charges are borne by you. Our bank, correspondent chains or receiving bank may deduct handling cost. Fundify does not control international wire fees.

12.5 If you request withdrawal in a currency other than your account base currency, conversion applies at Fundify rate including spread. We may charge conversion cost and liquidity routing fee.

12.6 Chargeback attempts, disputes, or payment reversals constitute breach of Terms. We may freeze accounts, close positions, recover funds, use debt collection and report fraudulent activity to regulators and law enforcement.

12.7 If Fundify credits funds by error (bank, pricing or operational mistake), you must return them immediately. If you withdraw or trade using erroneously credited funds, Fundify retains full right to reverse trades, liquidate positions and pursue legal recovery.

13. Dormant Accounts

13.1 An account may be classified as **Dormant** if there are no trades, no equity holdings, no log-ins, and no activity for a continuous period of six (6) months. We may, at our sole discretion, define inactivity based on trading volume, deposit frequency, login behaviour or communication inactivity.

13.2 Once classified as Dormant, we may apply a monthly maintenance fee of **\$10 USD (or equivalent)** which may be deducted directly from any available cash balance. If no balance is available, we may maintain the negative amount as a debt payable by you. Dormant fees do not apply to accounts containing only physical equities (unless instructed otherwise at policy revision).

13.3 We reserve the right to require **re-verification of identity documents**, proof of address, source-of-funds updates, tax residency updates or any additional compliance paperwork before reactivating a dormant account. You must complete all verification requests to restore active trading access.

13.4 We reserve the right to close a dormant account at any time at our discretion, including where you are unable or unwilling to maintain payment of the administration fee.

13.5 If your account is classified as Dormant in accordance with Clause 15.1 and you request a withdrawal, we may deduct from the withdrawal amount only the direct third-party banking or payment processing fees incurred by us in sending funds to you. These fees are charged at cost — meaning the exact amount charged by the relevant bank or payment provider — and may vary depending on the withdrawal method, currency, and your banking location.

14. FATCA, CRS & International Tax Reporting

14.1 Under global tax transparency laws, including **FATCA (Foreign Account Tax Compliance Act)** and **CRS (Common Reporting Standard)**, Fundify must collect information relating to your tax residency, TIN numbers, nationality, legal jurisdiction exposure and beneficial ownership structure. You must provide required tax forms promptly and truthfully.

14.2 Fundify may be required by law to report your account data to Mauritius Revenue Authority (MRA), which may share this internationally with foreign tax administrations. Reportable information may include your full legal identity, account balances, deposit flow, withdrawal history, trading activity, asset holdings and realised profit or loss.

14.3 If you fail to provide requested documentation, or if you provide misleading, incomplete or invalid tax information, Fundify may restrict withdrawals, suspend account operation, freeze trading access, close the account and report non-compliance to authorities without warning.

14.4 Fundify will never offer tax advice. You are solely responsible for declaring investment income, capital gain, dividend income, interest and worldwide tax obligations required in your jurisdiction.

15. Anti-Money Laundering, Source-of-Funds & Monitoring

15.1 Fundify is legally obligated to enforce **AML/CFT controls**, including identity verification, beneficial ownership assessment, ongoing monitoring, sanctions screening, PEP screening, transaction behaviour analysis and suspicious activity detection.

15.2 You agree to provide identity documents, address evidence, source-of-funds proof, employment information, KYC declarations, wealth background, and any additional information required under applicable anti-money laundering and financial crime prevention regulations. Refusal to provide documentation constitutes grounds for account suspension or termination.

15.3 Fundify may request updated documentation at any time. This may include bank statements, income proof, corporate ownership registry, explanation of transaction purpose, crypto trail evidence or origin-of-wealth affidavits. Failure to respond within the timeframe given may result in frozen withdrawals or account suspension.



15.4 Fundify may file reports to the **Mauritius Financial Intelligence Unit (FIU)** if suspicious activity is detected. We are prohibited from alerting you when a report is filed (“tipping off”). Review times may delay withdrawals or transfers during compliance investigation.

15.5 We may refuse deposits from high-risk payment channels, mixers, unlicensed crypto exchanges, shell structures, nominee bank accounts or routing behaviours that conceal transaction ownership.

16. Data, Record-Keeping & Legal Storage

16.1 Fundify maintains detailed digital ledger of your account, including order history, timestamp logs, price feed mapping, deposit and withdrawal routing, trade tickets, settlement confirmations, communications, AML checks, document uploads, IP access logs and KYC profile.

16.2 Trade records and custodial ledgers are stored for a minimum of **7 years** or longer where regulatory proceedings require extended retention. We may store data encrypted, offsite replicated, or cloud-archived to ensure evidential integrity.

16.3 We may record calls, live chat, support messages and internal escalations. These recordings may be used for dispute resolution, legal defence or regulatory audit. You consent to call recording under this agreement.

16.4 Data may be shared only with regulators, tax authorities, law enforcement agencies, custodians, banking partners, auditors or courts under lawful instruction. We do not sell personal data to commercial third parties.

For more information on how we collect, process, store, protect and share your personal data, please refer to our [Privacy Policy](#).

17. Order Execution Standards & Routing Policy

17.1 Fundify will take reasonable steps to execute orders fairly, promptly and accurately. Execution depends on market liquidity, volatility, exchange conditions, internet quality, clearing venues and counterparties. We do not guarantee best price or speed.

17.2 For CFDs and Spot FX, Fundify may internalise orders (B-Book), route to STP liquidity providers, aggregate price feeds, or risk-manage trades internally. Spread, swap rate, depth-of-book and execution quality may vary based on market conditions.

17.3 Market, Stop, Limit, Stop Limit, TP, SL, Trailing Stop and algorithmic orders may fill at worse or better levels than requested. Slippage is not a system defect — it is natural market behaviour.

17.4 If an exchange halts, gaps, disconnects or opens limit-up/limit-down, execution may be delayed or rejected. During fast markets, you may receive fills far from quoted levels.

17.5 Equity trades are routed to market using agency execution only — Fundify does not internalise equity order flow.

17.6 Corporate Action instructions must be received prior to deadline. Failure to respond = default market option.

Additional information on how we execute orders can be found in our **Order Execution Policy**.

18. Corporate Actions

18.1 **Mandatory corporate actions** (including, but not limited to, share splits, reverse splits, mergers, consolidations and reorganisations) are applied automatically to affected CFD positions to reflect the economic effect of the event on the underlying equity. Adjustments may be made to the CFD contract terms, including position size, price and/or cash balance. These adjustments are determined by the underlying market and the Firm's liquidity providers. No action is required from you.

18.2 **Voluntary or elective corporate actions** are **not generally available** for CFD positions, as CFDs do not confer ownership or shareholder rights in the underlying equity. Where an election is exceptionally supported, any instruction must be submitted within the specified deadline. If no instruction is received, the default treatment determined by the liquidity provider will apply.

18.3 Only **open CFD positions held at the relevant market cut-off time** (such as the ex-date or effective date of the corporate action) are eligible for adjustment. Pending orders, inactive trades or positions opened after the cut-off time will not be entitled to any corporate action adjustment.

18.4 **Dividend-related and other cash adjustments** are applied to CFD positions to mirror the economic impact of the underlying UK or US equity. Where required by applicable law or market practice (including, for example, US withholding on dividend equivalent payments), tax may be deducted at source through the CFD cash adjustment. You remain solely responsible for your personal tax affairs and any reporting obligations.

18.5 Certain corporate actions may result in **temporary trading restrictions**, pricing adjustments, or the suspension of opening or closing positions in the affected CFD. Processing timelines and treatment are driven by the underlying market and liquidity providers and are **outside Fundify's control**.

19. Platform Use, Downtime, Interruptions, Responsibility

19.1 Fundify provides trading access via web-platform, mobile-platform and supported terminals (such as MT5 where applicable). Platform stability is highly resilient but not



guaranteed. You may experience latency, disconnection, failed login, price gaps, quote freezes or delayed updates.

19.2 If platform access is disrupted, you remain fully responsible for managing your open trades. You may request manual closure via support — availability may vary.

19.3 Fundify is **not liable** for loss, missed opportunity, slippage or liquidation caused by outages, power failure, internet instability, device malfunction, VPS failure or force majeure.

19.4 You must keep login credentials confidential. If another person trades using your password — whether authorised or hacked — you bear the loss unless Fundify security negligence is proven.

19.5 You may not use, engage in, or attempt to use trading practices or tools that give an unfair or abusive advantage, including but not limited to:

- latency arbitrage systems
- toxic flow or quote scraping robots
- insider information
- price manipulation strategies
- spoofing, layering or wash trades
- coordinated pump/dump behaviour
- platform exploitation or system load attack

Breaches may result in trade reversal, account closure, legal enforcement or regulatory reporting.

20. Liability, Indemnity & Limitation of Damages

20.1 Fundify is not responsible for losses arising from market movement, slippage, price gaps, late execution, execution rejection, liquidity collapse, spread widening, order delays, or failed margin protection. Volatility and execution variance are normal components of trading and do not constitute negligence, breach of contract or grounds for compensation.⁷

20.2 We are not liable for indirect, incidental, special, punitive or consequential damages. This includes loss of opportunity, loss of potential profit, loss of hedging efficiency, missed entries, late exits, slippage deterioration, downtime exposure, emotional distress, business impact or technological disruption. You acknowledge that trading performance is the result of your decision-making, and not a duty owed by Fundify.

20.3 You agree to **indemnify and hold Fundify harmless** against losses, legal cost, claim, recovery action, regulatory fine or debt arising from:

- breach of these Terms;



- unpaid negative balance;
- fraudulent documentation or identity misrepresentation;
- abuse of systems, price manipulation, technical exploitation;
- chargeback or payment dispute initiated by you;
- false statements or failure to supply compliance documents.

20.4 Fundify may use debt recovery agencies, court orders, international enforcement, asset recovery, bank garnishment or property lien where necessary to recover debts. Legal and administrative recovery cost may be added to the amount owed.

20.5 Nothing in these Terms excludes liability where prohibited by Mauritian law — including deliberate fraud committed by Fundify. In all other circumstances, Fundify's liability is limited strictly to the direct financial value of the disputed transaction and never extends to consequential loss.

21. Complaints, Dispute Handling & Escalation

21.1 You may lodge a complaint with Fundify at any time by writing to our compliance department. A complaint must be clear, factual, include supporting material, and detail the exact subject of dispute. Vague statements are not considered a formal complaint.

21.2 For details on timelines, investigation procedures, escalation rights, and external dispute resolution, please refer to our [Complaints Policy](#), which forms part of these Terms.

21.3 Fundify may suspend accounts or restrict withdrawals during dispute investigations where financial exposure exists or where market abuse is suspected.

22. Amendments & Variation of Terms

22.2 Fundify may revise, add to, or update these Terms at any time. We will provide **at least 10 business days' notice** before changes take effect. New Terms become valid once communicated via platform notice, email, or website publication. We are not obliged to seek your signed consent, and continued platform access constitutes acceptance.

22.3 If you do not accept the updated Terms, you may notify us accordingly. Fundify may, at its discretion, offer limited services or proceed to restrict or close the account if the revised Terms are not accepted. Continued use of the platform after the notice period will be treated as acceptance of the updated Terms.

22.4 If any clause within these Terms is deemed unenforceable or invalid by legal authority, the remainder of the agreement survives without weakening or nullification. Invalid sections are severed, not voiding the entire document.



22.5 You may request an electronic or hard copy of the current Terms at any time. The **latest version always overrides prior editions**, regardless of version you originally signed under.

23. Termination, Account Closure & Survival of Liability

23.2 You may close your account at any time, provided there are:

- no open CFD or FX positions;
- no unsettled equity trades;
- no outstanding debt or negative balance;
- no pending AML or regulatory review.

23.3 Fundify may terminate your account **with 10 business days notice**, or immediately without notice where we identify AML concern, fraud risk, information misrepresentation, regulatory breach, operational threat, or unpaid balance.

23.4 Upon termination, we will return funds only to the **same verified source of original funding**, after settlement clearance and compliance approval. We may refuse release of funds if documentation is expired or inconsistent.

23.5 Account closure **does not extinguish liability**. Negative balance, unpaid fees, dormant charges, chargeback damages, legal recovery cost and improper conduct remain enforceable after account closure. Debt collection may continue indefinitely until satisfied.

23.6 We reserve the right to freeze accounts, restrict withdrawals, halt trading activity or forcibly liquidate positions during investigation or termination process.

24. Governing Law & Jurisdiction

24.1 These Terms are governed **exclusively by the laws of Mauritius**, regardless of where you trade from, your nationality, or your residence status.

24.2 You irrevocably accept that all disputes, contractual breakdowns, litigation or enforcement actions shall be heard in the **Courts of Mauritius**, unless debt recovery action requires application in a foreign jurisdiction to seize assets or banking presence.

24.3 International enforcement may include recognition of Mauritian judgement abroad through cross-border legal channels, debt enforcement treaties, financial warrant execution, or civil attachment of property.

25. Communication Protocols



- 25.1 Our primary communication channel is email. When we send notices to your registered email, they are considered delivered whether you read them or not. You are responsible for ensuring your email inbox is monitored and functional.
- 25.2 We may issue notices through in-platform alerts, push notification, SMS, or recorded announcements. Operational impact such as margin call, liquidation or outage may be communicated through these channels but notification is not guaranteed. Responsibility remains with you.
- 25.3 Support requests may require identity revalidation. Sensitive changes such as bank update, beneficiary change, email rewrite, transfer request or third-party withdrawal instruction will not be executed without formal verification.
- 25.4 All orders, trade instructions and account actions submitted electronically are treated as live and binding. Technical error, accidental click or order misfire does not invalidate execution.

26. Legal Foundation of Our Relationship

- 26.1 These Terms constitute the full and complete agreement between you and Fundify. No conversation with staff, email, social media message, WhatsApp chat, live support statement, telephone discussion or marketing explanation overrides or modifies what is written here unless formally signed by a Director of Fundify.
- 26.2 Any external material — including website content, platform description, fee tables, promotional language or onboarding instructions — is secondary to this agreement. Where conflict exists, **THIS DOCUMENT PREVAILS**.
- 26.3 You understand that trading involves risk, and you assume full responsibility for decisions, losses, negative balances, margin calls, equity dilution, custodial delays, conversion cost, execution slippage and economic outcome.
- 26.4 These Terms continue to apply after account closure for any unresolved liability, debt, negative balance, chargeback, legal claim, indemnity cost or regulatory investigation.

27. Assignment, Transfer of Rights & Third Party Involvement

- 27.1 Fundify may assign or transfer rights and obligations under this agreement to another licensed financial entity without requiring your express permission where such transfer does not materially worsen your regulatory protection.
- 27.2 You may not assign, transfer or pledge your account, equity holdings, trading rights or claims against Fundify to any other party without **written approval**.

27.3 Third party service providers — including custodians, execution brokers, LPs, banks, data vendors, price feeds, clearing houses and cloud infrastructure — may support Fundify operations. Failure of a third-party service does not impose liability on Fundify unless negligence is proven.

27.4 This agreement creates **no third-party beneficiary rights** unless explicitly stated. No other party has standing to enforce, sue or claim benefit under this contract.

28. Force Majeure & Abnormal Market Conditions

28.1 Fundify is not liable for delay, interruption or suspension of services caused by events beyond reasonable control including (but not limited to): war, cyber attack, exchange outage, government restriction, sanctions, systemic failure, power grid collapse, liquidity disappearance, internet infrastructure failure, natural disaster, pandemic disruption, exchange halts or market circuit breakers.

28.2 If a Force Majeure event occurs, Fundify may take any action deemed necessary including suspending execution, amending trading hours, refusing orders, widening spreads, raising margin requirements or forcibly liquidating positions.

28.3 When markets experience extraordinary volatility, dislocation or fragmented pricing, execution may be delayed, rejected or filled far outside observed quotes. This is not breach of duty; this is natural consequence of extreme market disorder.

28.4 You waive claims for loss arising from Force Majeure conditions. Fundify will resume normal operations as soon as reasonably possible.

29. Events of Default & Breach Consequences

29.1 An **Event of Default** occurs if you:

- fail to maintain required margin;
- fail to repay negative balance or debt on demand;
- declare bankruptcy, insolvency or criminal investigation;
- refuse to provide AML verification;
- engage in abusive trading, fraud, system manipulation or chargeback;
- violate sanctions laws or regulatory directives;
- provide forged documents or false information;
- attempt unauthorised system access or data breach.

29.2 Upon Event of Default, Fundify may **immediately and without notice**:

- liquidate any or all open positions;
- freeze account balances;
- block withdrawals;
- cancel pending orders;



- offset positive balances against debt;
- pursue civil or criminal enforcement.

29.3 We may recover owed funds through international bank seizure, legal claim, garnishment, debt sale to third-party collectors, or asset enforcement in foreign court.

29.4 Default status may be reported to financial authorities, regulators, banks and credit databases.

30. Right of Set-Off, Netting & Account Consolidation

30.1 Fundify reserves full legal right to **set-off** any liability you owe us against any asset, balance, equity value, dormant funds or cash held in your name within Fundify.

30.2 We may combine or net multiple accounts belonging to you, including sub-accounts, corporate accounts, joint accounts or IB-introduced accounts. Consolidation may occur to offset negative balance against positive balance.

30.3 You hereby grant irrevocable consent for Fundify to satisfy debt first from free cash, then from closing positions, then from asset clearance if required.

30.4 Set-off rights survive account termination and remain enforceable indefinitely.

31. Platform Licence, Login Security & Acceptable Use

31.1 Fundify grants you a **revocable, non-exclusive licence** to use our trading platform for personal trading purposes only. You may not reverse-engineer, scrape, replicate, resell or white-label platform architecture.

31.2 You must secure login details with high responsibility. If another person accesses your account, trades are valid whether authorised or not. Password negligence does not transfer liability.

31.3 You may not operate high-frequency arbitrage floods, latency manipulation, quote scraping bots, wash trading, fictitious order layering or exploit intended pricing errors.

31.4 If Fundify believes system integrity is threatened, we may:

- suspend access,
- reverse offending trades,
- freeze withdrawals,
- demand explanation or evidence,
- report misconduct to regulators.

32. Market Abuse, Manipulation, Arbitrage & Conduct Rules



32.1 You must not abuse pricing latency, off-market quotations, stale feeds, execution gaps or slow-moving instruments to harvest guaranteed arbitrage.

32.2 You may not engage in:

- insider dealing or trading on non-public information;
- pump-and-dump schemes coordinated externally;
- spoofing (large fake orders to move price);
- wash trades executed against own accounts;
- news-straddle exploit targeting delayed feeds;
- coordinated volume distortion or quote exhaustion.

32.3 Where Fundify reasonably suspects abusive behaviour, we may unwind trades to fair price, seize profit derived from manipulation, impose trading bans, terminate account or escalate to regulators.

32.4 We may supply evidence to FSC Mauritius, FIU, exchange authorities and law enforcement.

32.5 Profit earned through manipulation is **not legally yours**, and may be clawed back without pre-warning.

33. Introducing Brokers, Affiliates & Referrers

33.1 Introducing Brokers (“IBs”), affiliates and referrers may receive commission, rebate or revenue share on your trading volume. Fundify does not guarantee quality of information provided by IBs — they are not employees and may not represent Fundify.

33.2 IBs are forbidden from providing investment advice unless regulated. You must not treat IB guidance as trading instruction.

33.3 Where conflict arises between IB statements and Fundify Terms — **THIS DOCUMENT OVERRIDES THEM.**

34. Manifest Error, Pricing Dislocation & Trade Correction

34.1 A Manifest Error exists where price is clearly unrepresentative of market (“bad tick”). Examples include sudden off-market spike, data feed desync, decimal shift, or execution at impossible price.

34.2 When a Manifest Error is identified, Fundify may:

- void trade entirely;
- correct to true market level;
- adjust P&L;
- reverse withdrawals derived from error;



- reprocess order using external reference-rate.

34.3 Error correction does not require client consent.

35. Waiver, Severability & Survival of Terms

35.1 Failure by Fundify to enforce a clause does not waive future enforcement rights.
Leniency is not contract modification.

35.2 If a clause is ruled invalid by court, remaining Terms continue in full force.

35.3 All indemnity, debt, negative balance, set-off and AML obligations survive termination permanently.