



General Terms and Conditions

Overview

The websites, Fintokei.com and all its subdomains, such as My.Fintokei.com etc. (altogether, the **“Website”**), are owned and operated by **Fintokei a.s.**, incorporated in Masarykova 409/26, Brno-mesto, 602 00 Brno, Czech Republic, reg.no.: 09110127 (collectively, the **“Company”, “we” or “Fintokei”**). The Company offers the Website (also in the meaning of related websites), including all information, tools and services available from the Website to you, the user (the **“you”, “Customer”, “user”**), conditional to your acceptance of all terms, conditions, policies and notices stated herein.

By using the Website and/or purchasing something from us, you engage in our services (**“Service”**) and agree to be bound by the following general terms and conditions (**“Terms of Service”, “Terms”**), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our Website. By accessing or using any part of the site, you agree to be bound by these Terms of Service, which forms a binding relationship (**“Contract”**) between you and the Company. If you do not agree to all the terms and conditions of this contract, then you may not access the Website or use any of our services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

The Services are only intended for persons deemed adults residing in the country for which the Services are available. By registering on the Website, you confirm that you are adult. If you are minor, you may not use the Services. You undertake to access the Services solely from one of the countries for which the Services are available. You acknowledge that your access to and use of the Services may be restricted or prohibited by law in some countries, and you undertake to only access and use the Services in accordance with applicable laws.

Any new features or tools which are added to the Website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our Website. If applicable it is your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.

NONE OF THE SERVICES PROVIDED TO YOU BY THE COMPANY MAY BE CONSIDERED INVESTMENT SERVICES IN ACCORDANCE WITH APPLICABLE LAWS. THE COMPANY DOES NOT GIVE OR PROVIDE TO YOU ANY GUIDANCE, INSTRUCTIONS, OR INFORMATION ABOUT HOW OR IN WHICH MANNER YOU SHOULD PERFORM TRANSACTIONS WHEN USING THE SERVICES OR



OTHERWISE, OR ANY OTHER SIMILAR INFORMATION ABOUT THE INVESTMENT TOOLS TRADED, NOR DOES THE COMPANY ACCEPT ANY SUCH GUIDANCE, INSTRUCTIONS, OR INFORMATION FROM YOU. NONE OF THE SERVICES CONSTITUTE INVESTMENT ADVICE OR RECOMMENDATIONS. NO EMPLOYEES, STAFF, OR REPRESENTATIVES OF THE COMPANY ARE AUTHORIZED TO PROVIDE INVESTMENT ADVICE OR RECOMMENDATIONS. SHOULD ANY INFORMATION OR STATEMENT OF ANY EMPLOYEE, STAFF, OR REPRESENTATIVES OF THE COMPANY BE INTERPRETED AS INVESTMENT ADVICE OR RECOMMENDATIONS, THE COMPANY EXPLICITLY DISCLAIMS THAT THESE ARE INVESTMENT ADVICE OR RECOMMENDATIONS AND SHALL NOT BE RESPONSIBLE FOR THEM.

We may grant access to third parties to our Website in order to troubleshoot and/or maintain Website, database or infrastructure related issues. These accesses are monitored and removed after scope of work is performed.

ALL PAYMENTS ARE FINAL AND FOR EVALUATION AND EDUCATION PURPOSES ONLY.

The registration fees are paid for allowing you to access the Fintokei platform, Evaluation programs and services.

Section 1 – Online Registration Terms

1. By agreeing to these Terms of Service, you represent that you are over 18 years of age, of full legal capacity and fully entitled to engage in our services.
2. You may not use our services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
3. A breach or violation of any of the Terms will result in an immediate termination of your usage of Services.

Section 2 – General Conditions

1. We reserve the right to refuse service to anyone for any reason at any time. You acknowledge that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted and secured during transfer over networks.
2. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the Website through which the service is provided, without express written permission by us.



3. The headings used in these Terms are included for convenience only and shall not limit or otherwise affect the interpretation or application thereof.
4. The Services include, among other things, free trial, Fintokei ProTrader Evaluation Programs, Fintokei SwiftTrader Evaluation Programs; and they may differ in the scope of the Services provided (e.g. by analytical tools available to the Customer). If available with the Free Trial, you may use some of the Services within a limited scope and for a limited period of time free of charge. Eventually completing the Free Trial does not entitle you to access any other Services.
5. The Fee for the Fintokei ProTrader Evaluation Programs or for the Fintokei SwiftTrader Evaluation Programs (together as **“Fintokei Programs”**) varies according to the option selected and depends on (i) the scope and range of learning materials (guidelines, webinars, videos, others) regarding trading knowledge trading techniques, toolkits utilization, indicators etc., (ii) amount of the starting virtual capital, (iii) the degree of the acceptable risk, (iv) the parameters that must be fulfilled so that the conditions of the Fintokei programs are met, and possibly other configurations. More detailed information on individual options and fees for those options are provided on our Website. The final fee will be determined based on the option you select when completing the form for ordering the Fintokei Programs. We reserve the right to also provide the Services under individually agreed conditions. All individually agreed conditions shall be determined by the Company at its own discretion. Individual discounts and other benefits may not be combined, unless expressly stipulated otherwise by the Company.
6. The fee is paid for allowing you to access the Fintokei Programs, or the Services provided under the Fintokei Programs. You are not entitled to a refund of the fee, for example, if you terminate the use of the Services prematurely, if you fail to meet the conditions of the Fintokei Programs, or if you violate these terms.
7. If you lodge an unjustifiable complaint regarding the paid fee or disputes the paid fee with your bank or payment service provider (e.g. through chargeback services, dispute services, or other similar services), on the basis of which an annulment, cancellation or refund of the fee or any part thereof is requested, the Company is entitled, at its own discretion, to stop providing to you any services and refuse any future provision of any services.
8. You acknowledge that in order to use our Services, you must obtain the appropriate technical equipment and software, including third-party software (e.g. software for the use of the Trading Platform), at your own risk and expense. The Website is accessible from the most commonly used web browsers. The internet access, purchase of the equipment, and purchase of the web browser and its updates are at your own risk and expense. The Company does not warrant or guarantee that the Services will be compatible with any specific equipment or software. The Company does not charge any additional fees for the internet connection.

Section 3 – Trading Platform, Client zone and Fintokei Demo accounts



1. We provide you with an access to the selection of various demo trading platforms and tools for simulated trading in the Foreign Exchange market or trading with other instruments on other financial markets (herein as **“Trading Platform”**).

Fintokei services currently include 3 types of Fintokei Demo accounts:

- i. demo accounts (herein as **“Demo account”** – mainly specified in article 6)
- ii. demo account – ProTrader account (herein as **“ProTrader account”** – mainly specified in article 7A)
- iii. demo account - SwiftTrader account (herein as **“SwiftTrader account”** – mainly specified in article 7A)

All Fintokei Demo accounts collectively herein as **“Fintokei Demo accounts”** or **“Demo accounts”**.

2. You acknowledge that any trading that you perform through our service is not real, takes place on Fintokei Demo accounts with virtual funds and with simulated and not-manipulated real market conditions.
3. You also acknowledge any purchase of Fintokei Demo accounts (incl. ProTrader account and SwiftTrader account) represents separate contract subject to its own terms.
4. By using our services you agree to be bound by the trading objectives specified on the Website, as per each of the Fintokei Programs.
5. Client zone is the customer’s dashboard where you can overview the details about all your active and inactive Fintokei Demo accounts, where you can request performance fee payouts (reward), access educational materials and videos and administer your profile. It is part of the “Website”, available at my.fintokei.com

Section 4 – Rules of Demo Trading

1. During the demo trading on the Trading Platform, you may perform any transactions, unless these constitute prohibited trading strategies or transactions within the meaning of Section 5.
2. Restrictions may also be imposed by the conditions of the Trading Platform that you have selected. You acknowledge that the Company and the Partner Broker (**“Partner Broker”**) have access to information about the demo trades that you perform on the Trading Platform. Partner broker represents a broker chosen by the Company that is connected to the Company systems as necessary for the real-time monitoring, verification process and evaluation.
3. In accordance with the privacy policy and applicable law, you grant the Company your consent to share this information with persons/entities who are in a related to the Company or who are otherwise affiliated with the Company, and you grant the Company and these persons/entities your consent and authorization to handle this information at their own will. You agree that these activities may be performed automatically without any further consent, consultation, or approval on your part being necessary, and that you are not entitled to any remuneration or revenue associated with the use of the data by the Company.

4. The Company is aware that you do not provide the Company with any investment advice or recommendations through your demo trading. You acknowledge that you may suspend your demo trading on the Trading Platform at any time.

Section 5 – Prohibited Trading Strategies or Transactions

1. During the demo trading on the Trading Platform, at any stage of a Free Trial or of any Fintokei Program, Customers should use their own trading strategy at all times and not rely entirely on signals, bots or software from third parties. Customers must also trade according to real market conditions and apply strategies that can operate effectively under real market conditions. Any trades that take advantage of Fintokei Demo accounts conditions or any sort of trading arbitrage are prohibited.
2. It is therefore strictly prohibited to do in particular any of the mentioned below:
 - i. Use strategies that take advantage of errors in display of prices or delays in their update, or that exploit any system bugs, and therefore to perform any form of latency arbitrage, reverse arbitrage, and tick scalping or high-frequency trading (HFT) that aims to profit from small price movements, or “ticks,” by opening and closing trades within a matter of seconds to minutes.
 - ii. Use services, robots, automated systems or Expert Advisors (EAs) that were on purpose created to “pass your prop trading evaluations“ or otherwise take advantage of the technical deficiencies of the Trading Platform and its infrastructure
 - iii. Copy trades of other people, manually or via copy-trading systems or robots
 - iv. Give any access to your Fintokei Demo account(s) to other people or have it(them) managed by someone else
 - v. Use multiple IP addresses from many countries when connecting to your Fintokei Demo accounts or mask the IP addresses. (Trading IP’s must show from the same region as the billing address.)
 - vi. Perform transactions using external data feeds
 - vii. Perform hedge arbitrage trading or opposite account trading within a group of multiple accounts or Customers.
 - viii. Perform Martingale trading or use any trading strategies that apply martingale principles. Follow the Website and FAQs for more detailed definition.
 - ix. Front-run trades executed elsewhere
 - x. Perform hedging or opening opposite trades across multiple accounts or by a group of multiple Customers
 - xi. Perform any trading activities that are in contradiction with the Terms and Conditions of the Partner Broker
 - xii. Use strategies that contradict to how trading is performed in the real world on the forex market or in a manner that would establish concerns that the Partner Broker may suffer loss or damage as a result of the Customer’s activity.
 - xiii. Exceed the Partner Broker maximum amount of open orders determined in the Website’s FAQ.



xiv. Perform any other practices described as prohibited on the Website and FAQs

(collectively activities stipulated above herein as “**Prohibited Trading**“)

3. If you engage in any of the practices described in this Section above or on the Website and FAQs,
 - i. The Company may consider it as a failure to meet the conditions of the particular Fintokei Program.
 - ii. If you have engaged any of the transactions listed in this section the Company reserves the right to suspend any and all Fintokei Demo accounts without any further notice. In such case, you are not entitled to any performance fee payouts or to a refund of the paid fees.
4. We retain the authority to employ automated methods for the detection of Prohibited Trading and other malicious activities. Their description will be openly revealed and outlined on the Website and in the FAQ section. You acknowledge such automated detection will remain consistent and impartial. If your trading activities are inaccurately assessed by these methods, we reserve the right to retract any penalties imposed, provided you can demonstrate otherwise beyond a reasonable doubt.
5. Furthermore, before receiving a ProTrader account / SwiftTrader account or before processing any payout, the Company may review your trading activity under these Terms or FPP / FPS terms to assess whether it constitutes any Prohibited Trading.
6. In cases of Prohibited Trading, you will not be granted a ProTrader account / SwiftTrader account and you may be banned from opening another Fintokei Demo accounts.
7. In case you place an unusually large number of orders for the Services within an unreasonably short period of time, the Company may notify you as a protective precaution to mitigate potentially harmful or gambling behaviour of yours. Does such unreasonable behaviour continue after such notice, we reserve the right to suspend any of your further orders of the Services. If we identify that the unusual behaviour as per this paragraph relates to your involvement in prohibited activities, we may take respective actions as described above.
8. The Company reserves the right to determine, at its own discretion, the nature of any behaviour described above and reasonable boundaries for such behaviour.

Section 6 – Fintokei ProTrader Evaluation Programs – Phase 1 and Phase 2

1. In order for you to meet our conditions of the Evaluation Programs – Phase 1 and Phase 2 (herein as “**Evaluation program**”), you must fulfil all of the parameters published on the Fintokei Website at the time of payment of your registration fee.



2. In case you reach the specified targets and at the same time you have not violated any of the Evaluation Programs rules or terms under the Section 5 the Company will evaluate your current Phase in our Service as successful and you can pass to the next one.
3. You may request the evaluation of your Evaluation Program at any time by sending a request to support@fintokei.com
4. After paying the fee for the selected option of the Fintokei Evaluation Programs, you shall receive the relevant login data for the selected Fintokei Demo account (into the Trading Platform as well as to the Client Zone at the e-mail address provided by the Customer and/or in the Client Zone. You activate the Fintokei Evaluation Program by first successful login into the Client Zone or by placing a first trade on the Fintokei Demo account in the Trading Platform.
5. IF YOU ARE A CONSUMER, YOU ACKNOWLEDGE THAT, BY LOGGING INTO THE CLIENT ZONE OR PLACING THE FIRST TRADE ON THE FINTOKEI DEMO ACCOUNT, YOU EXPRESSLY DEMAND THE COMPANY TO COMPLETE THE SERVICES BEFORE THE EXPIRY OF THE PERIOD FOR WITHDRAWAL FROM THE CONTRACT, WHICH AFFECTS YOUR RIGHT TO WITHDRAW FROM THE CONTRACT, AS SPECIFIED IN MORE DETAIL IN BELOW.
6. If you do not activate the Fintokei Demo account within 30 calendar days of the date on which it was made available to you, your access to it will be suspended. You can request the renewal of access via the Client Zone or by sending an e-mail to support@fintokei.com within 6 months of the initial suspension, otherwise we will terminate the provision of the Services without any right to a refund of the fee.
7. If you have met the conditions of the Fintokei Evaluation Programs specified herein and on the Website, and at the same time have not violated any conditions, in particular the rules of section 5, the Company will evaluate the Fintokei Evaluation Program as successful. You may request the evaluation of the Fintokei Evaluation Programs at any time by sending a request to support@fintokei.com or via the Client Zone. The Company does not have to evaluate the Fintokei Evaluation Programs if you have not closed all trades.
8. If the conditions of the Fintokei Evaluation Programs are met, the Company will evaluate your participation therein as successful and will recommend you as a candidate for Fintokei ProTrader Program - Phase 3. You may request such evaluation of the Fintokei Evaluation Programs at any time by sending a request to support@fintokei.com or via the Client Zone. We do not have to evaluate the Fintokei Evaluation Programs if you have not closed all trades.
9. Should during the Fintokei Evaluation Programs you do not comply with some of the conditions specified herein, the Fintokei Evaluation Programs will be evaluated as unsuccessful and you will not be allowed to access Fintokei ProTrader Program - Phase 3. In such cases, your respective Fintokei Demo accounts will be cancelled without refund of fees already paid.



10. If specified within the Service, after you pass any of such Fintokei Evaluation Program, you shall receive a certificate confirming your successful evaluation.

Section 7A – Fintokei ProTrader Program - Phase 3, ProTrader account

1. If, by virtue of your successful completion of both phases of our evaluation process, you are determined to pursue the opportunity to receive rewards for your continued profitable trading endeavors, you might subsequently be granted with an access to a ProTrader Account.
Take into consideration that Fintokei retains the authority to provide access to a ProTrader Account solely to individuals whose qualifications align with Fintokei's portfolio of ProTraders, and the segregation process is entirely and exclusively at the discretion of Fintokei.
2. It is imperative that you acknowledge and consent to the additional conditions set forth herein, as well as those articulated on the official Fintokei Website and within the Fintokei provider program - ProTrader terms and conditions (FPP). These conditions will be transmitted to the email address provided during your registration, and will be accompanied by supplementary information pertaining to Fintokei ProTrader Program - Phase 3. Furthermore, it is incumbent upon you to consult the FAQ section to become fully acquainted with extended criteria for attaining the status of a ProTrader.
3. Should you opt to engage in multiple Evaluation programs and successfully navigate them to completion in the future, it is essential to recognize that the FPP will persist, and your respective ProTrader Account shall be subject to automatic adjustments where applicable.

Section 7B – Fintokei SwiftTrader Evaluation Program, SwiftTrader account

1. Should you choose to place an order for the Service known as “Fintokei SwiftTrader Evaluation program”, it is worth noting that such a selection may afford you the privilege of gaining direct access to a SwiftTrader account, all without the mandatory requirement to successfully complete the Fintokei Evaluation Programs – Phase 1 and Phase 2, as per Section 6 above. You shall subsequently be granted with a direct access to SwiftTrader Account. Furthermore, it is imperative to take into account that besides these Terms, additional terms and conditions apply to SwiftTrader program. Such additional terms and conditions may be found on the official Fintokei Website and mainly in the comprehensive Fintokei provider program – SwiftTrader terms and conditions (FPS). All of the relevant documents and information will be sent to you via e-mail upon your registration to the SwiftTrader program
2. After paying the fee for the selected option of the Fintokei SwiftTrader Programs, you shall receive the relevant login data for the SwiftTrader account into the Trading Platform as well as to the Client Zone at the e-mail address provided by the Customer and/or in the Client Zone. You activate the Fintokei SwiftTrader Program by first successful login into the Client Zone or by placing a first trade on the SwiftTrader account in the Trading Platform.

Section 7C – Joint provisions to sections Fintokei ProTrader Program - Phase 3 and Fintokei SwiftTrader evaluation program



1. Fintokei ProTrader Program - Phase 3 and Fintokei SwiftTrader evaluation program represent individual contracts taking effect by granting an access to a ProTrader Account or by placing the first trading order for the Fintokei SwiftTrader evaluation program.
2. Take into consideration Fintokei reserves the right to exercise further KYC (know your customer) due diligence and employ AML/CFT international standards. Should our KYC procedure recognize and evaluate any discrepancy / uncertainty and/or suspicious circumstances regarding your identity, it is at our sole discretion rejected conclusion of Fintokei ProTrader Program - Phase 3 / Fintokei SwiftTrader evaluation program contract for any or no reason, or until conclusively resolved.
3. Such KYC/AML/CFT procedure needs not to be employed provided the fact you have already passed, nevertheless Fintokei reserves the right to employ KYC/AML/CFT procedures, should it see reasonable and/or suspicious event was reported or noticed.
4. In accordance with the reasons specified above the Company does not guarantee your acceptance into the Fintokei ProTrader Program - Phase 3 / Fintokei SwiftTrader evaluation program, yet rest assured rejection being strictly used as a last resort solution. The Company is not responsible or liable for you being rejected for any or no reason.
5. Should you fail to provide Fintokei with required data or with reasonable explanation regarding the KYC/AML/CFT procedure (both initial or ongoing) Fintokei reserves the right to terminate the related ProTrader account / SwiftTrader account as well as to terminate any and/or all other Fintokei Demo account.
6. IF YOU ARE A CONSUMER, YOU ACKNOWLEDGE THAT, BY LOGGING INTO THE CLIENT ZONE OR PLACING THE FIRST TRADE ON THE PROTRADER OR SWIFTTTRADER ACCOUNT, YOU EXPRESSLY DEMAND THE COMPANY TO COMPLETE THE SERVICES AND YOU EXPLICITLY GRANT A CONSENT TO SERVICE TO BE FULLY PERFORMED BEFORE THE EXPIRY OF THE PERIOD FOR WITHDRAWAL FROM THE CONTRACT, WHICH AFFECTS YOUR RIGHT TO WITHDRAW FROM THE CONTRACT, AS SPECIFIED IN MORE DETAIL IN BELOW.
7. If you do not activate the Protrader account or SwiftTrader account within 30 calendar days of the date on which it was made available to you, your access to it will be suspended. You can request the renewal of access via the Client Zone or by sending an e-mail to support@fintokei.com within 6 months of the initial suspension, otherwise we will terminate the provision of the Services without any right to a refund of the fee.
8. You acknowledge and agree that:
 - i. regarding the Reward payout in accordance with FPP / FPS terms specified therein each party shall independently bear the costs related to the transfer of the Reward.



- ii. the exchange rate on the date of Reward payout shall be deemed to apply, not the exchange rate on the date of the Payout request. For the avoidance of doubt, no right to compensation exists in case of delays in the transfer of the Reward.

Section 8 - Accuracy, Completeness, and Timeliness of Information

1. We make every effort to ensure that the information we provide is accurate, however the information is also supplied by third parties and we are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. As an option to mitigate your risk you are always welcome to email your questions at support@fintokei.com.
2. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Section 9 – Modifications to the Service and Prices, Payment terms

1. Service charges are inclusive of all taxes. You are obliged to fulfil all your tax obligations in connection with the use of our Services in accordance with applicable law, and in the event of an obligation, you are obliged to pay tax or other fees properly.
2. You can pay the fee for the selected option of the Fintokei Evaluation Programs by a payment card, via a bank transfer, or using other means of payment that the Company currently offers on the Website.
3. In the event of payment by a payment card or via any other express payment method, the payment shall be made immediately. If you select a bank transfer for payment, we will subsequently send you a proforma invoice in electronic form with the amount of the fee for the option of the Fintokei Evaluation Programs you have chosen on the Website. You undertake to pay the amount within the period specified in the proforma invoice. The fee is considered paid when its full amount is credited to the Company's account. If you do not pay the amount on time, the Company is entitled to cancel your order. You bear all fees charged by the selected payment service provider in connection with the transaction so are you obliged to ensure that the respective fee for the selected Fintokei Evaluation Programs is paid in full.
4. We reserve the right to change the prices of our Services at any time without the necessity to notify you
5. We reserve the right at any time to modify or discontinue the Service (including but not limited Fintokei Demo accounts provided) (or any part or content thereof) without notice at any time.



6. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.
7. The Company reserves the right to unilaterally change the fees and parameters of the Services at any time, including the parameters for their successful completion. The change does not affect the Services purchased before the change is notified.
8. Reward payout as per Section 7A (Fintokei ProTrader Program - Phase 3)) and 7B (Fintokei SwiftTrader evaluation Program) is limited only to the accounts held exclusively by you. No 3rd party payouts are allowed. Right to exercise further KYC as defined in section 7C is fully applicable.

Section 10 – Products or Services (if applicable)

1. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of Services or products pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any Service or product at any time. Any offer for any Service or product made on this site is void where prohibited. We do not warrant that the quality of any Services, products, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.
2. Our Service offers Free trial. You are able to order it without paying any fee. Completing our Free Trial does not entitle you for any kind of reward or completion of any of the Evaluation Programs.
3. Under no circumstances do the Services include any extra purchase other than the Service itself. You are not allowed to buy any items or points for use within the Service to enhance / modify your experience, to lower any pre-set conditions, to gain any advantage over other users or otherwise be provided with services pursuant to the relevant conditions of the Payment Services Act.

Section 11 – Accuracy of Billing and Account Information

1. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same Customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or unauthorized distributors.



2. You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Section 12 – Optional Tools

1. We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools on an "as is" and "as available" basis without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

Section 13 – Third-party Links

1. Certain content, available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Section 14 – User Comments, Feedback and Other Submissions

1. If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
2. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
3. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or



contain any computer virus or other malware that could in any way affect the operation of the Service or Website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Section 15 – Personal Information, Cookies

1. Your personal information is governed by our [Privacy Policy](#) as well the cookies options are defined in [Cookies policy](#).

Section 16 – Errors, Inaccuracies and Omissions

1. Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on Website is inaccurate at any time without prior notice (including after you have submitted your order).
2. We undertake no obligation to update, amend or clarify information in the Service or on Website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on Website, should be taken to indicate that all information in the Service or on Website has been modified or updated.

Section 17 – Prohibited Uses

1. In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:
 - i. for any unlawful purpose;
 - ii. to solicit others to perform or participate in any unlawful acts;
 - iii. to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
 - iv. to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
 - v. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
 - vi. to submit false or misleading information;
 - vii. to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of Website, other websites, or the Internet;
 - viii. to collect or track the personal information of others;
 - ix. to spam, phish, pharm, pretext, spider, crawl, or scrape;
 - x. for any obscene or immoral purpose; or



- xi. to interfere with or circumvent the security features of the Service or Website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or Website for violating any of the prohibited uses.

Section 18 – Disclaimers, Warranties; Limitation of Liability

1. We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall Company, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. In states or jurisdictions where exclusion or limitation of liability for consequential or incidental damages is not allowed, our liability shall be limited to the maximum extent permitted by the applicable.
2. YOU ACKNOWLEDGE THAT THE SERVICES AND OTHER CONTENT ARE PROVIDED "AS IS" WITH ALL THEIR ERRORS, DEFECTS AND SHORTCOMINGS, AND THAT THEIR USE IS AT YOUR SOLE RESPONSIBILITY AND RISK. TO THE MAXIMUM EXTENT PERMITTED BY THE MANDATORY LAWS, THE COMPANY DISCLAIMS ANY STATUTORY, CONTRACTUAL, EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY RIGHTS.
3. TO THE EXTENT PERMITTED BY THE MANDATORY PROVISIONS OF THE APPLICABLE LAWS, THE COMPANY SHALL NOT BE LIABLE FOR ANY HARM, INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFIT, LOSS OF DATA, PERSONAL OR OTHER NON-MONETARY HARM OR PROPERTY DAMAGE



CAUSED AS A RESULT OF USE OF THE SERVICES OR RELIANCE ON ANY TOOL, FUNCTIONALITY, INFORMATION OR ANY OTHER CONTENT AVAILABLE IN CONNECTION WITH THE USE OF THE SERVICES OR ELSEWHERE ON THE WEBSITE. THE COMPANY IS NOT RESPONSIBLE FOR ANY PRODUCTS, SERVICES, APPLICATIONS OR OTHER THIRD-PARTY CONTENT THAT THE CUSTOMER USES IN CONNECTION WITH THE SERVICES. IN CASE THE COMPANY'S LIABILITY IS INFERRED IN CONNECTION WITH THE OPERATION OF THE WEBSITE OR PROVISION OF THE SERVICES BY A COURT OF JUSTICE OR ANY OTHER COMPETENT AUTHORITY, THIS LIABILITY SHALL BE LIMITED TO THE AMOUNT CORRESPONDING TO THE FEE PAID BY THE CUSTOMER FOR THE SERVICES IN CONNECTION WITH WHICH THE CUSTOMER HAS INCURRED THE LOSS.

4. ALL INFORMATION ON THIS WEBSITE IS SOLELY FOR STUDY PURPOSE RELATED TO TRADING ON FINANCIAL MARKETS. ANY OPINIONS, NEWS, RESEARCH, ANALYSIS, PRICES, OR OTHER INFORMATION CONTAINED ON THIS WEBSITE IS PROVIDED AS GENERAL MARKET COMMENTARY, AND DOES NOT CONSTITUTE INVESTMENT ADVICE. FINTOKEI DO NOT PROVIDE ANY INVESTMENT RECOMMENDATION, BUSINESS RECOMMENDATION, INVESTMENT OPPORTUNITY ANALYSIS OR SIMILAR GENERAL RECOMMENDATION REGARDING THE TRADING OF INVESTMENT INSTRUMENTS.
5. FINTOKEI IS EDUCATIONAL AND EVALUATIVE COMPANY THAT IN ANY WAY DOES NOT COLLECT CUSTOMER DEPOSITS OR OFFERING FINANCIAL SERVICES IN TO CUSTOMERS. ALL ACCOUNTS PROVIDED TO CUSTOMER ARE IN VIRTUAL ENVIRONMENT WITH VIRTUAL MONEY. CUSTOMER BY PURCHASING PLAN OBTAIN AN ACCESS TO VIRTUAL ACCOUNT. FINTOKEI IS NOT A BROKER AND DOES NOT ACCEPT ANY DEPOSIT FROM CUSTOMERS.
6. THE FINTOKEI DEMO ACCOUNTS ARE NOT LIVE TRADING ACCOUNTS, THEY ARE FULLY SIMULATED ACCOUNTS UTILIZING REAL MARKET QUOTES AND EXECUTION CONDITIONS FROM LIQUIDITY PROVIDERS.
7. HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN LIMITATIONS. UNLIKE AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ADDITIONALLY, AS THE TRADES HAVE NOT ACTUALLY BEEN EXECUTED, THE RESULTS MAY HAVE UNDER-OR-OVER COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF LIQUIDITY. SIMULATED TRADING PROGRAMS, IN GENERAL, ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFIT OR LOSSES SIMILAR TO THOSE SHOWN.
8. THE TRADERS FEATURED ARE REPRESENTATIVE ONLY AND INCLUDES SELECTED TRADERS WHO ALLOW THEIR NAMES TO BE PUBLICLY DISCLOSED. TRADER PERFORMANCE QUOTED REPRESENTS PAST PERFORMANCE IN A SIMULATED ENVIRONMENT AND DOES NOT GUARANTEE CURRENT OR



FUTURE PERFORMANCE. FURTHERMORE, FINANCIAL INSTRUMENT TRADING INVOLVES SUBSTANTIAL RISK OF LOSS AND IS NOT SUITABLE FOR EVERY INVESTOR, TRADING ACTIVITIES REFERENCED BY OR UNDERTAKEN UTILIZING THE FITOKEI MAY NOT BE SUITABLE FOR ALL PERSONS.

9. BY ANY MEANS THE COMPANY DOES NOT:
 - i. PERFORM A TRANSACTION COMPRISING THE PARTIES' PROMISES TO PAY AND RECEIVE AN AMOUNT OF MONEY CALCULATED BASED ON THE DIFFERENCE BETWEEN THE AGREED FIGURE AND THE ACTUAL FIGURE WITH RESPECT TO THE FINANCIAL INDICATOR SUCH AS VALUES OF SECURITIES AND CURRENCIES, OR ANY TRANSACTION SIMILAR THERETO" FALLS INTO THE "OTC DERIVATIVE TRANSACTION(S)", AND CONDUCTING OTC DERIVATIVE TRANSACTIONS ON A REGULAR BASIS TRIGGERS LICENSE REQUIREMENTS OF TYPE I FINANCIAL INSTRUMENTS BUSINESS OPERATOR (TYPE I FIBO).
 - ii. CALCULATE THE REWARD BY DIFFERENCE BETWEEN THE OPEN PRICE (BID/OFFER PRICE) AND THE SETTLEMENT PRICE (OFFER/BID PRICE) WITH REFERENCE TO THE MARKET PRICES OF FOREIGN EXCHANGE OR OTHER FINANCIAL INDICATOR. FEE FOR THE SERVICE IS PAID SOLELY FOR TRAINING AND IT IS NOT PAID FOR REWARD, AND THEREFORE FINTOKEI DOES NOT RECEIVE PAYMENTS FOR REWARD IN THE PROTRADER PROGRAM - PHASE 3 OR IN THE SWIFTTRADER PROGRAM BASED ON THE FACT THAT THE FEE IS SUBSTANTIALLY LOW AS COMPARED WITH THE POTENTIAL REWARD, THEREFORE THE SERVICE DOES NOT FALL INTO THE OTC DERIVATIVE TRANSACTION AND WILL NOT BE REGULATED UNDER THE JAPANESE FINANCIAL INSTRUMENTS AND EXCHANGE ACT (ACT NO. 25 OF 1948, AS AMENDED) ("FIEA").
 - iii. PROVIDE THE REWARD BEING CHARACTERIZED AS A MONEY ACCOMPANYING TO THE SERVICE AND LURING CUSTOMERS INTO THE EVALUATION PROGRAM PHASE, AND SO DOES NOT FALL INTO THE REGULATED "PREMIUMS" MEANING GOODS, MONEY OR OTHER ECONOMIC BENEFITS THAT A BUSINESS OPERATOR PROVIDES TO A COUNTERPARTY AND ARE INCIDENTAL TO A TRANSACTION OF GOODS OR SERVICES THAT THE BUSINESS OPERATOR SUPPLIES, REGARDLESS OF THE METHOD USED, AS A MEANS OF INDUCING CUSTOMERS, PURSUANT TO JAPANESE ACT AGAINST UNJUSTIFIABLE PREMIUMS AND MISLEADING REPRESENTATIONS (ACT NO. 134 OF 1962, AS AMENDED) ("UPMRA")

Section 19 – Indemnification

1. You agree to indemnify, defend and hold harmless Company and its parent company, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of



your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Section 20 – Severability

1. In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions. Each contract is subject to its own distinct legal framework, and its validity is interpreted independently.

Section 21 – Duration and Termination of the contract, withdrawal from the contract

1. Every contract (every purchase) related to Evaluation Programs – Phase 1 and Phase 2 (sec. 6) is concluded for a definite period until the Evaluation Programs – Phase 1 and Phase 2 is passed or failed in accordance with the section 6.
2. Every contract related to Fintokei ProTrader Program - Phase 3 and Fintokei SwiftTrader evaluation program (sec. 7A and 7B) is concluded for a indefinite period until such account is terminated or any party withdraw from the contract.
3. Should you be granted with an access to a ProTrader Account (sec. 7A) and / or purchase Fintokei SwiftTrader Evaluation program (sec. 7A) a consequent contract is concluded for a definite period until the respective account is terminated.
4. Either party has the right to terminate any contract without providing a reason by delivering a 30 days notice.
5. We reserve the right to withdraw from any contract with justifiable cause or even without any cause and immediate effect f.e. if the provision of services under the contract would impede the Provider's ability to comply with its legal and/or contractual obligations or directives from governmental bodies or other regulators and/or the continuity of the contract would jeopardize or otherwise harm the Fintokei and its conduct of business.
Provided Fintokei is capable of offering or transferring the contract and Fintokei Demo account it includes into similar Service (for example a switch of trading platforms) , you are not entitled to any remuneration or other compensations, if not agreed otherwise.
6. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this contract for all purposes if not specified otherwise in these Terms, FPP terms and FPS terms. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

7. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this contract at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof), including but not limited loss of entitlement to any Reward and/or compensation / purchase restitution etc. in full
8. So we are entitled to proceed the same way should you, your conduct fail to comply with regulatory and/or mandatory conditions especially but not limited AML/CFT irregularities in noticeable/material manner.

The latter termination reasons may result in seizure of your account and its balance for indefinite period of time.

Section 22 - Right to Withdraw

1. If you are a consumer, you have the right to withdraw from a contract as per section **6, 7A, 7B** without reason within 14 days (or within statutory period) from its execution.
2. The subject of the Service is the delivery of electronic content, where the Customer has no legal right to withdraw from the contract without statutory reason after getting access to the Services if not individually defined otherwise provided you as a consumer log into the Client Zone and / or place the first trade therefore you explicitly grant a consent to Service to be fully performed.
3. PLEASE NOTE:
DUE TO THE ELECTRONIC NATURE OF THE FINTOKEI SERVICE, ONCE YOU LOG INTO THE CLIENT ZONE AND / OR PLACES THE FIRST TRADE, RIGHT TO UNILATERALLY WITHDRAW FROM / RESCIND / TERMINATE THE CONTRACT THEREFORE TO SEEK ANY AND ALL REFUND IS NOT APPLICABLE DESPITE THE CONTRACT BEING CHARACTERISED AS DISTANT AND/OR OFF-PREMISES.
4. The Customer acknowledges and agree and so is accordingly hereby informed by the Company that Service is delivered and accessible without reasonable delay after the payment is processed (art. VI.) therefore the period for rescind the Contract pursuant to § 1829 of the Act no. 89/2012 Coll, the Civil Code. does not apply in accordance with § 1837 letter a) of the Civil Code.
5. Your withdrawal from the contract must be sent to our e-mail address support@fintokei.com within the specified time limit. You may utilize the provided template form – [here](#) for withdrawal. We shall deem the withdrawal legitimate should it be delivered from your registration address. We will confirm the receipt of the form to you in text form without undue delay. If you withdraw from the contract, we will refund you without undue delay (no later than 14 days after your withdrawal from the contract) all fees we have received from you, in the same way in which you paid them.

Section 23 – Entire contract

1. The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire contract and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Section 24 – Out-Of-Court consumer dispute settlement, Governing Law and Jurisdiction

1. It is our objective that our Customers are satisfied with the Fintokei services; therefore, if you have any complaints or suggestions, we will be happy to resolve them directly with you and you can contact us at our e-mail address
2. This section applies only to a consumer who is at the same time an EU resident. The Czech Trade Inspection Authority (Česká obchodní inspekce), with its registered office at Štěpánská 567/15, 120 00 Prague 2, identification no.: 000 20 869, website: <https://www.coi.cz/en/information-about-adr/>, is responsible for the out-of-court settlement of consumer disputes. You can also use the platform at the following website to resolve disputes online: <https://www.ec.europa.eu/consumers/odr>.
3. Any legal relations established by these Terms, FPP terms and FPS terms or related to them, as well as any related non-contractual legal relations, shall be governed by the laws of the Czech Republic. Any dispute that may arise in connection with these Terms FPP terms and FPS terms will fall within the jurisdiction of the Czech court, Brno Municipal court in Brno.
4. Such provisions do not deprive the consumers of the protection afforded to them by the mandatory laws of the relevant Member State of the European Union or any other jurisdiction however consumer rights protection is applied merely for those specifically stipulated as mandatory.
5. Non-Czech Republic jurisdiction clause:

Japanese:

- If applicable under the Japanese Civil Procedure Act (Act No. 109 of 1996, as amended), a Japanese customer may file a lawsuit related to his/her consumer contract with a Japanese court.
- Under the Act on General Rules for Application of Laws (Act No. 78 of 2006, as amended), if a Japanese customer has indicated to a supplier corporation his/her intention to apply the provisions of Japanese laws having mandatory effect with respect to the formation and validity of consumer contracts, such provisions shall apply.
- Should certain provision not be governed strictly by Japanese law, Czech Republic law applies.

EU and others:

- In the event that the legal provisions of local law or international law are mandatorily applicable in jurisdictions other than the Czech Republic, they shall be applied to the minimum extent as acknowledged by the client. The remaining provisions of the Terms, FPP terms and FPS terms are subject exclusively to the laws of the Czech Republic.

Section 25 – Changes to Terms of Service

1. You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service after giving you one month's notice or by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting /notifying of any changes to these Terms of Service constitutes acceptance of those changes.

Section 26 – Contact Information

1. Questions about the Terms of Service should be sent to us at our contact details.

Section 27 - Final Provisions

1. These Terms constitute the complete terms and conditions agreed between you and the Company and supersede all prior agreements relating to the subject matter of the Terms, whether verbal or written.
2. Nothing in these Terms is intended to limit any legal claims set out elsewhere in these Terms or arising from the applicable law. If the Company or any third party authorized thereto does not enforce the compliance with these Terms, this can in no way be construed as a waiver of any right or claim.
3. If Terms used herein as abbreviation they apply even without express stipulation to Fintokei provider program – ProTrader terms and conditions (“FPP”) and Fintokei provider program – SwiftTrader terms and conditions (“FPS”) accordingly.
4. The Company may assign any claim arising to the Company from these Terms or any agreement to a third party without your consent. You agree that the Company may, as the assignor, transfer its rights and obligations under these Terms or any agreement or parts thereof to a third party. The Customer is not authorized to transfer or assign the Customer's rights and obligations under these Terms or any agreements or parts thereof, or any receivables arising from them, in whole or in part, to any third party.
5. Severability: If any provision of the Terms is found to be invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. No past or future practice established between the parties and no custom maintained in general or in the industry relating to the subject-matter of the performance, which is not expressly referred to in the Terms, shall be applied and no rights and obligations shall be derived from

them for the parties; in addition, they shall not be taken into account in the interpretation of manifestations of the will of the parties.

6. The schedules to the Terms form integral parts of the Terms. In the event of a conflict between the wording of the main text of the Terms and any schedule thereof, the main text of the Terms shall prevail.
7. Prior to the mutual acceptance of these Terms, the parties have carefully assessed the possible risks arising from them and accept those risks.

Section 28 – The effective date and version

Version: 6

Effective date: 1st of April 2024

This 6th version of the Terms as well as FPP / FPS terms becomes applicable immediately to all contract concluded - purchases made subsequent to the publication of these Terms. The effective date for current contracts and for any Services, including but not limited to the Trading Platform, Client Zone and any Fintokei Demo account, is scheduled to commence 30 days after the publication date of the Terms, namely, the 1st of May 2024 if not specified otherwise.