

## TERMS & CONDITIONS

By accessing and using the website and services provided by Berrypax.com, you acknowledge and agree to abide by the terms and conditions outlined in this **User Agreement**. This Agreement is entered into between you (the "Client") and **berrypax.com**, a platform operated by **Bosa Finance and Technology Ltd**, a company registered in Saint Lucia (Registration Number: 2023-00594), with its registered office located at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.

### 1. Introduction

This User Agreement governs the terms, conditions, and associated risks of utilizing the services provided through the domain and subdomains of **berrypax.com**. For any inquiries regarding this Agreement, please contact our Client Support Team at **support@berrypax.com**. Acceptance of this Agreement is a prerequisite for becoming a Client of **berrypax.com**.

### 2. Definitions

In this Agreement, the following terms are defined as follows:

- **System:** The electronic platform operated by the Company that facilitates the trading of financial contracts over the Internet.
- **Financial Contract / Contract:** A contract involving the purchase of Digital Options or other financial products offered via the System.
- **Digital Options:** Financial instruments that offer a fixed, predetermined return specified at the time of entering into the Contract.
- **Contract Price:** The price quoted by the System based on "Indicative" market rates derived from various financial information providers.
- **Markets:** The global financial, commodity, and related markets where contract rates are determined through open-market trading activity.
- **Business Day:** Any calendar day beginning at 00:00 GMT and ending at 23:59 GMT.
- **Transaction:** The execution of a purchase or sale of a Financial Contract at a fixed price.
- **Closing:** A Transaction that offsets an open position (i.e., selling a purchased Contract or vice versa) on the same Business Day.
- **Collateral:** The initial deposit made by the Client, adjusted for any losses, withdrawals, or profits arising from Transactions.
- **Trading Manual:** A document detailing procedures and operational guidelines for executing Transactions.

### 3. Effectiveness and Acceptance:

This Agreement takes effect upon the Client's acceptance during the registration process or upon email notification for existing users. The terms outlined in this Agreement will apply to all users from the effective date as determined by the Company. If you do not agree with any part of this Agreement, you must immediately cease using our services and notify us in writing. Continued use of the platform signifies full acceptance of all terms and conditions.

#### **4. Amendment Clause:**

The Company reserves the right to modify or update this Agreement at any time by posting the revised version on the website. Continued use of the platform constitutes acceptance of these modifications. Revisions will become effective either:

- Two (2) weeks after being posted on the website, or
- Upon the Client's next use of the services, whichever occurs first.

If you do not accept the changes, you must cease using the services and notify us in writing.

#### **5. Scope of Online Services Agreement:**

This Agreement governs your use of the Company's website, trading platform, associated software, and electronic content providing real-time financial data. It also includes any future features, content, or services introduced by the Company.

#### **6. Membership Eligibility**

- **Legal Capacity:** Our services are available only to individuals who have the legal capacity to enter into binding contracts under applicable law. The services are not available to individuals under the age of 18 or those otherwise legally restricted from entering into such contracts.
- **Experience & Knowledge:** Users must possess sufficient financial experience and understanding to evaluate the benefits and risks associated with Financial Contracts. The Company disclaims any liability for losses due to a lack of financial knowledge or understanding.
- **Prohibited Use:** The services are not offered in jurisdictions where such use is prohibited by law. The Company reserves the right to deny or terminate access to the services at its discretion. Users are solely responsible for ensuring compliance with the laws of their jurisdiction.
- **International Law Compliance:** Laws governing financial contracts vary across jurisdictions. Accessing the website does not guarantee compliance with local laws. The website does not constitute an offer or solicitation where such activities are unauthorized.
- **Restricted Access:** In jurisdictions where access is restricted, users must ensure compliance with applicable local laws. Clients also confirm that no

funds deposited into their accounts are derived from illegal or criminal activities.

## 7. Limited Licence

- **Grant of Licence:** The Company grants you a limited, personal, non-exclusive, and non-transferable licence to access and use its website and services, strictly in accordance with the terms and conditions of this Agreement. This licence is contingent on your compliance with the Agreement.
- **Usage Restrictions:** You agree not to:
  - Deep-link to the website or its content without prior written consent.
  - Resell, redistribute, or reproduce any content or access to the website for commercial purposes.
  - Use any information or materials obtained through the Company's systems for purposes other than executing transactions with the Company.
  - Use the website's communication tools for unlawful, abusive, or harassing conduct.
- **Unauthorised Use:** Any unauthorised use of the website is your responsibility and will be subject to penalties and remedies as outlined in this Agreement.

## Termination

The Company reserves the right to terminate your licence and restrict or deny access to its services at its sole discretion, should any of the following occur:

- The information you provide is found to be false, incomplete, or misleading.
- You fail to comply with any provision of this Agreement.
- You misuse the BerryPax trading platform in any manner, including but not limited to abusive activities.

Upon termination, the Company reserves the right to:

- Revoke your access to the website and its services.
- Close or restrict access to any open transactions.
- Remove any content associated with your account.

## Communications

All communications transmitted through the Company's services are deemed non-confidential and non-proprietary. By using these services, you grant the Company a worldwide, royalty-free licence to use, reproduce, distribute, and

otherwise exploit any communications or content you submit, including for purposes of service improvement, product development, and marketing.

## **Monitoring**

The Company reserves the right to monitor all communications and activities conducted via its website for purposes of quality assurance, compliance, and security. You acknowledge that such monitoring does not entitle you to any claims, rights, or remedies. The Company shall not be held liable for any costs, losses, or damages arising from its monitoring activities.

## **8. Our Obligations:**

**Service Availability:** The Company is committed to providing continuous access to its services from Sunday at 22:00 GMT to Friday at 21:00 GMT, excluding official holidays. During these hours, clients will have access to trading transactions and market quotes. The Company will execute orders to the best of its ability, maintaining a log of all orders and providing relevant extracts upon request.

**Online Reports:** To assist our clients, the Company provides the following reports:

- **Open Positions:** Details of current open transactions.
- **Account Statement:** A comprehensive summary of the account balance and transaction history at a specific point in time.

These reports are accessible via the Website for client review and record-keeping.

**Prohibitions:** Clients are strictly prohibited from:

- Using two separate accounts from the same device or IP address for trading, connecting, or making deposits. Such activity constitutes a breach of this Agreement.

**Tax Responsibilities:** Clients are responsible for calculating and fulfilling any tax obligations arising from their activities on the platform, as per the tax laws of their country of residence. While the Company may deduct taxes from proceeds as required by local law, it is not obligated to do so. It is the client's responsibility to ensure compliance with local tax laws..

## **9. Registration Information & Requirements:**

### **Providing Information:**

- During registration, BerryPax will request certain personal information ("Registration Information"). By providing this information, you confirm that it is accurate, current, and complete. Any false, misleading, or incomplete information may lead to account termination. If registering on behalf of a

business entity, you warrant that you have the legal authority to bind that entity to this Agreement.

**Treatment of Information:**

- All Registration Information will be handled in accordance with our Privacy Policy. This Policy outlines how we collect, use, and protect personal data. By submitting your Registration Information, you consent to the collection and use of your data in line with the Privacy Policy.

**User Credentials:**

- During the registration process, you will be required to choose a username and password to access the Website and services. You are responsible for maintaining the confidentiality of these credentials. If you suspect any unauthorized use of your account or credentials, you must notify **Client Support** immediately.

**Responsibility for Access:**

- You are fully responsible for all activities conducted under your account, including any unauthorized use. The Company will not be held liable for any losses or damages resulting from unauthorized access or use of your account.

**Client Identification Procedures:**

- To comply with anti-money laundering (AML) and anti-terrorism financing regulations, the Company is required to obtain and verify identification information for every individual opening an account.

**Identification Requirements:**

During account registration, you will be required to provide:

- Full name
- Address
- Date of birth
- Additional details as required by applicable law

The Company reserves the right to request further documentation to verify your identity at any time.

## 10. Privacy Policy:

### Client Information

- At The Company, we prioritize the privacy and security of our clients' information. We commit to protecting your data during and after your interactions with us. By registering, you provide certain personal information which we use to verify your identity, secure deposits, and manage your trading account.

### Client Obligations:

- You agree to provide accurate and truthful information during registration. By registering and trading on our platform, you affirm that you are acting on your own behalf and commit to refraining from fraudulent activities, including impersonation.

### Data Collection:

- We collect data that you voluntarily provide during the registration process and while using the Website. We also use cookies to gather information on how clients interact with the site. This data helps us improve security and enhance user experience. Only authorized personnel will have access to your data for verification and operational purposes.

### Confidentiality:

- We are committed to maintaining the confidentiality of your personal and sensitive information. We will not disclose your private data to third parties without your express consent, unless required by law or for verification purposes related to our services.

### Client Consent:

- By registering with **The Company**, you consent to the collection and use of your account information, transaction details, and interactions for purposes such as record-keeping and resolving disputes. This consent is an ongoing condition of using the Website.

### Data Protection:

- We have implemented robust security measures to safeguard your information. These measures are regularly reviewed and updated to ensure the confidentiality and security of your data, in accordance with best practices and applicable laws.

### Contacting Clients:

- The Company may contact you via phone or email to provide updates on services, trading opportunities, or market activities. By accepting these terms during registration, you consent to receiving such communications. If you no longer wish to receive such communications, you may opt out by contacting us directly.

## **11. Indemnity & Right of Set-Off:**

### **Client's Indemnity:**

- The Client agrees to indemnify and hold harmless the Company, including its directors, officers, employees, and agents, from any loss, damage, liability, cost, or expense arising from the Client's failure to comply with this Agreement, breaches of any applicable laws or regulations, or any other actions that may cause harm to the Company. This indemnification applies to all claims resulting from the Client's actions or inactions while using the Company's services.

### **Right of Set-Off:**

- If the Client is found liable under the indemnity provisions, the Company reserves the right to offset any liabilities by deducting the owed amount from the Client's account balance. This means that the Company may reduce the Client's account balance to cover the liabilities incurred under the indemnity.

### **Limitation of Liability:**

- To the fullest extent permitted by law, the Company, its officers, directors, employees, or agents will not be held liable for any loss of profits or any incidental, special, or consequential damages arising from the use of the Website, the services, or the terms outlined in this Agreement. The Company's liability is limited to the amount of money the Client has deposited into their account that directly relates to the transaction resulting in the liability.

### **Consecutive Deposits:**

- Any consecutive deposits made by the Client into their trading account, with the Client's approval, will be treated as confirmation that the Client is satisfied with the services provided by the Company.

**Note: This is a summary of key indemnity, set-off, and liability provisions. For more detailed information, clients should refer to the full text of the Agreement.**

## **12. Risk Statement:**

- Clients are solely responsible for the outcome of their trading activities, including any profits or losses that may arise. The Company's services are designed for clients who are able to bear the risks associated with financial transactions, and it is essential for clients to assess their personal financial situation before engaging in trades.

## **Risk Factors Disclosure:**

Trading financial products involves the use of leverage, which can magnify risks. Clients must determine whether such financial activities are suitable for their personal circumstances, financial position, and risk tolerance. Due to the potential for rapid loss of invested funds, clients should only use capital that they are willing to risk.

## **Additional Disclosures:**

- Trading in financial markets, including Digital Options, involves high risk, and clients should be prepared for significant losses.
- There is no guarantee of profit from any trading transaction, and minor fluctuations in market prices can lead to significant gains or losses within a short time frame.
- The lifespan of financial contracts may be very brief, sometimes as short as a few minutes, and clients should be aware that incorrect investments may result in substantial losses.
- Transactions are speculative and depend on market conditions, which can fluctuate rapidly.

## **Awareness and Approval:**

Clients affirm awareness of the following:

- Understanding the risks inherent in Forex and options transactions.
- Acknowledging that contract prices may differ from market prices.
- Accepting that they are capable of enduring substantial losses and understand the consequences of entering financial contracts.
- Fully comprehending the terms and conditions, and acknowledging the high-risk nature of the services provided.

## **Maximum Loss and Execution:**

- The maximum loss a Client can incur is limited to the amount paid to the Company, including any applicable fees. Stop-loss orders will be executed at the specific price or loss amount selected by the Client.



**Transaction Execution:**

- Transactions are executed immediately upon the identification of a valid indicative exchange rate. The prices quoted to Clients may differ from market rates due to spreads in favor of the Company.

**Market and Contract Details:**

- The Company does not facilitate a marketplace among Clients. Each financial contract is a separate agreement between the Client and the Company and cannot be transferred or assigned to a third party.

**10. Market:****Provision of Market Information:**

- The Company may provide various types of financial information, such as market data, quotes, news, analysis, and research reports ("Market Information"). This data may be sourced internally or through third-party vendors.

**Disclaimer and Intended Use:**

- Market Information provided by the Company is for convenience only and should not be construed as investment advice.
- The Company does not guarantee the accuracy, timeliness, completeness, or reliability of any market data.
- Clients use Market Information at their own risk, and the Company makes no warranties regarding any outcomes resulting from reliance on this data.

**Reliability and Updates:**

- Market Information may become outdated or unreliable due to changes in market conditions or other factors.
- The Company is not obligated to update or maintain the accuracy of such information, and may discontinue providing it at any time without prior notice.

**Limitation of Liability:**

- The Company will not be held liable for any interruptions, delays, inaccuracies, or errors in the Market Information provided.

**User Responsibilities:**

- Users agree not to redistribute or share Market Information without prior consent from the Company and must ensure that access to such data is restricted to authorized individuals only.

***Conclusion:* Clients acknowledge the limitations of Market Information and agree to use it at their own risk. The Company will not be liable for any damages arising from the use or reliance on this information.**

## **11 .Use & Access of Site:**

### **Responsibility for Access:**

- Users are responsible for ensuring that they have the necessary technology, such as a personal computer, modem, or other internet access equipment, to use the Website and its services.
- Clients are also responsible for any service fees required to connect to the Website.

### **Assumption of Risks:**

- Users assume full responsibility for any risks associated with using and storing information on their personal devices ("Your Computer").
- Clients must implement appropriate security measures to protect their computer systems and ensure that unauthorized access is prevented.

### **No Liability for Failures or Damage:**

- The Company is not liable for any failures, damage, or destruction to users' computer systems, data, or records.
- The Company is also not responsible for any delays, losses, or errors arising from issues with telecommunications or computer systems.

### **Protection Against Harmful Materials:**

- Users must refrain from transmitting harmful materials, such as viruses or other malicious software, to the Company or its service providers. The Company will not be held liable for any damages caused by such materials.

***Conclusion:* Users are responsible for securing their access to the Website and protecting their computer systems. The Company will not be liable for any damages arising from user systems or the transmission of harmful materials.**

## **12. Acquisition of Financial Contracts and Company's Rights**

### **1. Financial Contract Acquisition:**

- The acquisition of a financial contract is considered complete when the contract is customized, the premium (or margin) is calculated, and the payment is verified.
- Users bear full responsibility for settling all transactions entered into their account with the Company.

**2. Account Access Control:**

- Users must ensure they maintain sole control over access to their account, preventing unauthorized access by minors or others.
- Users remain fully liable for all positions traded and any credit card transactions made via their account.

**3. Indemnification for Failure to Settle:**

- Users agree to indemnify the Company for any costs or losses incurred due to their failure to perform or settle a transaction.

**4. Mispricing and Company's Rights:**

- In the event of mispricing due to errors, bugs, defects, or glitches, the Company reserves the right to cancel such transactions, after notifying the user.
- Users are obligated to report any system issues or errors to the Company.

**5. Company's Right to Suspend Operations:**

- The Company reserves the right to suspend operations of the site or any part of it, with or without notice.
- In such cases, the Company may close out clients' open financial contracts at fair and reasonable prices, with no claims allowed against the Company.

**6. Imposition of Limits:**

The Company may, at its discretion, impose volume or other limits on client accounts.

**7. Contract Payouts and Data Corrections:**

- Contract payouts are determined based on daily values reported on the website, aligned with interbank trading data.
- The Company reserves the right to make corrections to any mispriced or typographically incorrect data.

**13. Force Majeure**

1. The Company shall not be liable for any events beyond its control, such as force majeure, government actions, legal authority actions, or failures to systems, data, or records.
2. Force majeure events include extraordinary circumstances beyond either party's ability to predict or prevent, such as natural disasters or wars.

#### **14. Technical Problem**

1. The Company is not liable for technical problems, system failures, communication failures, or other computer-related issues.
2. The Company does not guarantee uninterrupted, error-free service and provides no warranties regarding the website's capacity, accessibility, or content.
3. The Company is not liable for failing to execute orders or meet requirements due to system failures beyond its control.

#### **15. Links**

1. All content, trademarks, service marks, trade names, logos, and icons on the website are the property of the Company or its affiliates and are protected by copyright laws.
2. Users should assess the risks before using linked sites, and the Company is not responsible for any loss or damage resulting from such use or reliance.

#### **16. Trademarks & Copyrights**

1. All content, trademarks, service marks, trade names, logos, and icons on the website are the Company's property or that of its affiliates and are protected by copyright.
2. Users agree not to remove any copyright notices from materials printed or downloaded from the website.  
Users do not acquire any intellectual property rights to materials or the website beyond what is granted in this Agreement.
3. The Software contains proprietary trade secrets, and users agree to maintain confidentiality.
4. Images on the website are owned by the Company or used with permission, and users agree not to upload, reproduce, or distribute materials protected by copyright without permission.
5. No license or right to use trademarks is granted unless explicitly authorized by the Company or a third party.

## 17. Phone Call Recording

1. BerryPax may record telephone calls made to or from its offices at its discretion.
2. Users consent to phone calls being recorded by the Company.

## 18. Deposits & Withdrawals

### 1. Documentation Requirement:

- Documentation is required before processing a withdrawal order.

### 2. Minimum Deposit Amount:

- The minimum deposit is 250 EUR, 250 USD, or 250 GBP, depending on the account currency.

### 3. Maximum Deposit Amounts:

- Credit Card: 5,000 EUR, USD, GBP.
- Wire: 50,000 EUR, USD, GBP (every 48 hours).
- E-wallets: Amounts may vary (specifics not provided).

### 4. Algorithmic Trading Account Withdrawal Restriction:

- For clients who initiate an algorithmic trading account, withdrawals are subject to additional restrictions to safeguard the client's account against algorithmic trading risks. Specifically, within the first one (1) month following the activation of an algorithmic trading account, clients may not withdraw more than twenty percent (20%) of their initial deposit. This restriction is intended to protect clients from premature withdrawals that may negatively impact the algorithmic trading strategies employed. After the one (1) month period, standard withdrawal rules as outlined in this section shall apply.

### 5. Withdrawal Restrictions:

- Withdrawals are not allowed if no position has been opened after a deposit, even for a verified account.
- For Classic accounts, a volume of 500,000 in leveraged positions is required before withdrawal. Failure to meet this condition results in a \$120 fee deducted from the withdrawal.

#### **6. Withdrawal of Credit Card Deposits:**

- Credit card deposits may be refunded to the same credit card according to credit card company regulations, with a fee charged by BerryPax.

#### **7. Bank Account Withdrawals (Credit Card and Bank Transfers):**

- Withdrawals from bank or wire transfer deposits will be credited to the same bank account used for the initial deposit, subject to additional verification checks and documentation.

#### **8. Withdrawal Processing:**

- Withdrawals are processed within 7 business days, provided no active bonus agreements exist, the account is fully verified, and the withdrawal amount does not exceed the current balance.
- For inquiries on withdrawals exceeding 7 business days, contact [support@berrypax.com](mailto:support@berrypax.com).

#### **9. Withdrawal Fees:**

- A 0.5% fee applies to all withdrawals. If the fee is less than \$30, a standard \$30 fee will apply.

### **19. Credit Card Deposits Variance**

1. When selecting a currency other than EUR, the credited amount may vary due to exchange rates and credit card company fees.
2. By proceeding, users acknowledge and accept these variations.

### **20. Wire Transfers**

#### **1. Bank Transfer Regulations:**

- Anti-money laundering regulations require that wire transfers use an account in the client's name and country of residence.
- Clients must provide a valid SWIFT or Transfer Confirmation indicating the source of funds to avoid deposit return.

#### **2. Withdrawal to Bank Account:**

- Withdrawals can only be refunded to the same bank account used for the initial deposit.

**3. Wire Transfer Conditions:**

- Wire transfers over 250 EUR, USD, or GBP are accepted.
- Clients are responsible for any commission expenses related to wire transfers.

**4. Submission of Wire Transfer Details:**

- Clients must ensure wire transfer details match those provided on the banking page and email a copy to [support@berrypax.com](mailto:support@berrypax.com).

**5. Processing Time:**

- Funds typically appear in the client's BerryPax account within 5 business days, followed by a 2-day review period before remittance.

**21. Special Offers, Benefits & Bonuses**

**1. Trading Bonus Explanation:**

- Trading bonuses provide additional funds for trading, such as a 50% deposit match up to \$50,000.

**2. Sign-Up Bonus:**

- The sign-up bonus helps new clients enhance their trading balance.

**3. Affiliate Agreements & Refer a Friend Program:**

- Special agreements may offer bonuses, and the Refer a Friend program allows clients to earn forex bonuses.

**4. Bonus Terms and Conditions:**

- Bonuses are subject to specific terms and conditions, and not every client may be eligible to trade with bonuses.

**5. Abuse and Fraud Prevention:**

- Fraudulent activity or abuse will result in bonus cancellation and account closure.

**6. Company's Discretion:**

- The Company reserves the right to change or revoke bonuses at any time, with decisions being final.

**7. Withdrawal Consequences:**

- Failure to meet redemption terms results in bonus cancellation, with any losses becoming the client's responsibility.

**8. Agreement to Bonus Terms:**

- Accepting a bonus implies agreement to all terms and conditions outlined.

**9. Bonus Insertion:**

- Once a bonus is added to the account, it cannot be removed.

**22. Dormant Accounts Procedure**

1. Accounts with no active trades for 60 days (approximately two months) will incur an inactivity fee of 50 units of the account currency.

**23. Termination**

1. The Company reserves the right to modify or discontinue any part of the Agreement without prior notice.
2. In case of conflict, additional terms prevail over general terms and conditions.

**24. Complaints**

1. Complaints should be submitted to [support@berrypax.com](mailto:support@berrypax.com), and clients should allow up to one week for an investigation.
2. Clients agree to handle complaints directly with the Company.

**25. Refund Policy**

1. Refunds may be issued for credit card payments in exceptional cases, returning funds to the same card.
2. Account closure is allowed if no active investments exist, and there are no ongoing investigations.
3. No refunds are allowed for suspended accounts due to violations.
4. Refund processing takes up to 2 business days if the account is verified and a valid request is submitted.
5. Other requests will be processed as withdrawals.



## **Additional Information & Compliance**

### **1. Other Requests:**

- Any requests not covered by the above terms will be treated as withdrawals and processed accordingly.

### **2. Agreement Language:**

- The Agreement is drafted in English, and in case of discrepancies with translated versions, the English version will prevail.

### **3. Anti-Money Laundering Compliance:**

- All fund transfers must be made to an account in the Client's name in compliance with anti-money laundering regulations.

### **4. Additional Information:**

- The Company may require additional information, which should be sent to [support@berrypax.com](mailto:support@berrypax.com).

