



## TERMS AND CONDITIONS

# Terms and conditions

This Customer Agreement, together with any Schedule and accompanying documents, as amended from time to time (the "Agreement"), sets forth the terms of the contract between you and us.

BY CLICKING "AGREE" BELOW, I ACKNOWLEDGE THAT:

- I all such terms and conditions together with all policies are an integral part of the binding agreement between me and KINTEK GROUP LIMITED ("Agreement").
- I am over 18 years of age and the information provided in this application is true and correct and I will notify KINTEK GROUP LIMITED of any material changes.
- KINTEK GROUP LIMITED may not be able to determine if a product is right for me, including due to lack of experience or undisclosed information.
- I have entered complete, accurate and truthful information, including my residential address and identity. KINTEK GROUP LIMITED may change any of the terms and conditions set forth in this agreement at any time without limitation by posting such information on our website.
- I confirm that I have had the opportunity to trade on the demo platform and/or read the tutorial, and as a result, I understand how to trade and the associated RISKS. In addition, I have read and understand the risks associated with Forex trading.
- By completing the subscription form, I request and confirm to open an account for myself and acknowledge that I have read and understand all policies and terms, including the Risk Notice and Terms and Conditions.

KINTEK GROUP LIMITED offers access to its web site and customers who accept the Terms and Conditions. By using the website, you expressly acknowledge that you have read these Terms and Conditions and agree to them. Ours are subject to any limits or restrictions that are agreed to in writing, as well as any legislative, regulatory, legal or market requirements.

The following terms and conditions apply to all users. You must first read, "accept these Terms and Conditions in order to take advantage of the best services provided by KINTEK GROUP LIMITED. If you do not agree to the terms of this agreement, be sure to let us know in writing. If KINTEK GROUP LIMITED decides to make any amendments, they will be included on the Internet. To be eligible to trade with KINTEK GROUP LIMITED, you must be over the age of 18 and fully understand the risks involved.

You hereby certify that you have the knowledge and experience to trade and understand these risks. We shall not be liable for any damage or loss. The same conditions apply with respect to legal regulations. You must fully understand this trade; investments and similar transactions are regulated differently all over the world. The fact that you can access our website and use the tools offered by KINTEK GROUP LIMITED does not necessarily mean it is legal in your country.

Do not abuse the license or services provided to you. By accepting the Terms and Conditions, you will be granted a limited license but will not be able to link to the website or copy or resell material presented on KINTEK GROUP LIMITED. The information we provide must be reported to perform transactions inside or within KINTEK GROUP LIMITED. Please note that closing or suspending your account due to a violation of the terms of service and the explicit Acceptable Use Policy may result in losses due to the closing of positions. Do not provide false or inaccurate information. The license granted will be revoked if we notice that the information provided is inaccurate and you lose access to services.

These terms and conditions state that under no circumstances will KINTEK GROUP LIMITED or its employees be liable for any lost profits or any type of damage arising while trading due to your connection to our website, including negligence. In any proven circumstances, KINTEK GROUP LIMITED is limited to our most recent monthly commissions that you have transferred or deposited into your trading account.

TERMS AND CONDITIONS The preamble to these terms of service is an integral part thereof and together with all company policies constitute a binding Agreement between the User and KINTEK GROUP LIMITED. You and any person using the Site are referred to herein as the "User" and/or the Customer. By accessing, visiting and/or using this Site, any person doing so (the "User") expressly and unequivocally agrees to be bound by, and agrees to abide fully by, all of these Terms and Conditions, constituting the binding agreement between the User and KINTEK GROUP LIMITED. Any activity on, with and/or through this Site is subject to these Terms and Conditions.

BY USING THIS SITE IN ANY MANNER, YOU SIGNIFY YOUR INDISPENSABLE ACCEPTANCE OF AND AGREEMENT TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS AND CONDITIONS OR ANY POLICY, YOU MAY NOT USE THE SERVICES OF KINTEK GROUP LIMITED, AND PLEASE DISCONTINUE USE OF THIS SITE.

#### **Permitted use:**

Any user must be at least 18 years old and have legal authorization to use this Site in accordance with applicable Estonian law. The user declares that he or she has full legal capacity to enter into legally binding agreements. Users may not use this Site for commercial / or serial and / or automated purposes. This Site strictly prohibits any use of data mining, data collection, bandwidth theft, plug-ins for offline viewing and software and / or download and / or batch download or upload, or access, as well as any access through any software other than basic general and official web browsers. Your account and bank account: after using your account or other verifications we deem necessary from time to time, including other methods of obtaining from your bank, employer or credit agencies (if applicable). Credit information agencies will record details of the search regardless of whether your application or not. We reserve the right to conduct additional credit checks at any time while the Agreement is in effect.

You acknowledge and agree that we may use credit rating methods for your application. This may affect our decision to accept the application or change the way your account works. You must notify us of any material change to any information on your application form. If your application form is accepted, we will open an account for you and provide you with a user ID and account number.

You must not disclose this data to others. You disclose that this data is known to a third party.

You will help us investigate any misuse of your Account. You acknowledge that we do not confirm or verify the identity of anyone using or citing your Account.

You acknowledge that we have the right (but not the obligation) to issue any payments due to you to one account for all amounts.

We may (but are not obligated to) agree to transfer money to different bank accounts. Although we agree to do so, we shall not be liable for any errors made by us in relation to the amount transferred, that the total amount transferred under this Agreement is correct. Funds appearing in the Client's account may be negotiated or voluntary bonuses and incentives, as well as any other amounts not directly deposited in the system or trade data at the expense of funds actually deposited ("Non-Deposited Funds"). Please note that, unless explicitly stated, Unsecured Funds are not available for immediate withdrawal. Non-deposited funds may be assigned to the Client's account on a case-by-case basis (e.g. for technical purposes, allowing the closing of positions or an account in arrears).

UNDeposited Funds received or derived from them shall not constitute the Client's funds. If the withdrawal of the Undeposited Funds is confirmed, KINTEK GROUP LIMITED shall be fully entitled to demand a refund of any and all such funds. Additional Conditions: In addition to the above and without limiting the generality of this document you: confirm that the bank account details are complete and accurate and that you will notify us immediately. of such revised bank account; Confirm that (unless we agree otherwise) the bank account refers to a bank account opened in your country of primary residence; Confirm and accept that we are under no obligation to transfer any funds or accept any monies from any account other than a bank account. Except in the case of fraud (which does not include fraud by a third party), we will not be liable for any loss or damage suffered by you as a result of you trading money deposited into your account or credited to your account in error or in our name. We reserve the right or suspend your Account at any time in accordance with the terms of this Agreement. Confirm expressly that KINTEK GROUP LIMITED is entitled to the amount of margin allowed for each transaction due to market volatility without prior notice. Several statements: if you have the documents provided for in this Agreement, if you have one account, each account will be treated completely separately. Consequently, any credit on one Account (including monies deposited on margin) will not discharge your obligations as another Account unless we exercise our rights under this Agreement.

Accounts / Beneficiaries: If an Account belongs to more than one user or to a corporation, company, partnership or other legal entity, all beneficiaries or signatories will approve the withdrawal. Links to this site: creating or maintaining any page of this site without the written permission of KINTEK GROUP LIMITED, is prohibited. Running or displaying this image or material displayed on this Site. Any authorized links to this Site must comply with applicable laws, rules and regulations, and ethical practices on the Internet. Intellectual Property and Copyright Notice: All text, graphics, sounds, information, design, applications, content, source code and object code files, and materials included on this site that are permitted by the Terms or with the prior written permission of the owner of such materials ("Information" or "Data"). The information on this site belongs to KINTEK GROUP LIMITED or its respective affiliates and suppliers. You may not in any way use the information or materials that may be downloaded from this Site or reproduce or publicly display, perform, distribute or otherwise use any such information or materials for any public or commercial purpose.

Any unauthorized use of such information or material may violate copyright laws, trademark laws, privacy and publicity laws, and other laws, and regulations. Force Majeure: While we will endeavor to perform our obligations in a timely manner, we shall not be liable for any partial or total failure to perform our obligations due to any cause beyond our reasonable control, including but not limited to any default in communications, systems or computer failure, market, suspension, failure or shutdown, imposition or modification (including reinterpretation) of applicable Estonian law or any law, governmental or regulatory requirement, and we shall not be liable for any Without prejudice to the generality of this clause, the following events shall be considered

a force majeure event: where we (in our opinion) maintain an orderly market as a result of civil unrest, terrorism, strikes, disturbances or power or communications disruption; excessive volatility in financial markets; suspension, closure or removal of underlying markets. Without prejudice to the generality of this clause, in the event of force majeure, we shall be entitled to: change trading hours; change Margin requirements; close or cancel any open contracts/positions.

## **Trademarks:**

Certain trademarks, trade names, service marks and logos used or displayed on this Site are registered and unregistered trademarks, trade names and service marks of KINTEK GROUP LIMITED and its subsidiaries. Other trademarks, trade names and service marks used or displayed on this Site are registered and unregistered trademarks, trade names and service marks of their respective owners. Nothing contained on this Site grants or should be construed as granting, by estoppel or otherwise, any license or right to use any trademark, name, service mark or logo displayed on this Site, without written permission of Log In Security: It is required to maintain your Account at all times. This includes ensuring you have the necessary level of margin. If you have more than one Account, this responsibility will apply to each Account separately, unless we have agreed otherwise in writing with you. Each person using the login (whether or not such person is a duly authorised customer) will be deemed to be authorised to log in and/or (as the case may be) give any other instructions or communications on behalf of the KINTEK GROUP LIMITED customer who is represented by the login in accordance with the registration information provided by KINTEK GROUP LIMITED will act in accordance with such instructions, without requiring any further written details or confirmations, so as to avoid doubt as to whether or not such person is authorised to act in accordance with such instructions. Every person using the login (whether or not such person is a duly authorised client) will be deemed to be authorised to log on and/or (as the case may be) give any other instructions or communications on behalf of the KINTEK GROUP LIMITED client which is represented by the login in accordance with the registration information provided by KINTEK GROUP LIMITED. KINTEK GROUP LIMITED will act in accordance with such instructions, which do not require any additional written information or confirmation, for the avoidance of doubt as to the appropriate transaction fees to be paid. Every person using the login (whether or not such person is a duly authorised client) will be deemed to be authorised to log on and/or (as the case may be) give any other instructions or communications on behalf of the KINTEK GROUP LIMITED client who is represented by the login in accordance with the registration information provided by KINTEK GROUP LIMITED. KINTEK GROUP LIMITED will act upon such instructions without requiring any further written information or confirmations, for the avoidance of doubt, appropriate transaction fees are payable.

Illegal use of this Site, including any publications related to gambling, securities, taxation and/or anti-money laundering. "KINTEK GROUP LIMITED may not have opposed a criminal offense or give rise to civil liability or violate any law. In addition to any remedies we may have at law or in equity if we determine in our sole discretion that we may take any action we deem necessary to cure or prevent the violation, including, but not limited to, the immediate removal of related material and/or User from this Site. We will fully cooperate with any law enforcement authorities ordering or directing us to disclose the identity of anyone posting such materials. User warrants that all information User provides is true, accurate, complete, and current. The user undertakes to replace, protect and secure KINTEK GROUP LIMITED and any and all of its subsidiaries, agents, employees and/or principals from any liabilities, obligations, claims, debts, and expenses.E., in any way related to any misuse of the site, services provided.

## **No express or implied warranty:**

USE THIS SITE AT YOUR OWN RISK. INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THIS WEB SITE ARE PROVIDED "AS IS" WITHOUT AS-IS. You should read the Risk Notice and all other documents provided to you in connection with this Agreement very carefully. DO NOT submit the application form. By clicking "Submit" and sending us the online application form, you acknowledge that you have read the documents and also accept the terms of this Agreement. KINTEK GROUP LIMITED and/or some or all of its subsidiaries, affiliates, agents, employees, attorneys, trustees, bankers and/or principals do not regulate and/or control and/or review the information published on this Site, including articles, trading information, quotes, etc. KINTEK GROUP LIMITED's sole responsibility and efforts are to facilitate trading and provide, and articles deemed useful. KINTEK GROUP LIMITED assumes no responsibility for any loss and/or service to any user or third party for recent monthly fees. as set forth herein. KINTEK GROUP LIMITED shall not be liable for any refusal of service for any reason, whether general, personal, or special. KINTEK GROUP LIMITED is not responsible for information, software provided by third parties. The site may be disabled at any time and in KINTEK GROUP LIMITED's sole discretion for maintenance or other reasons, and the service may be denied, temporarily and/or permanently and/or indefinitely, to any person under any circumstances. liability to KINTEK GROUP LIMITED does not guarantee that you will be able to access the website anywhere or at any time, nor does it make any warranty regarding the website. Without limiting the foregoing, KINTEK GROUP LIMITED is not responsible for the inability to execute trade orders due to information systems failures due to technical faults that are beyond your control. Neither KINTEK GROUP LIMITED nor any of its respective affiliates, subsidiaries, agents.

The information, materials and services provided on or through this website may be out of date, and none of its respective affiliates assume any obligation or undertaking to verify, confirm or update such information, materials or services. Except as expressly set forth herein, and subject to certain conditions, We do NOT provide any consulting services. All transactions, investments and decisions are at your discretion and risk. KINTEK GROUP LIMITED /or any or all of its subsidiaries, agents, employees and/or liability shall be liable for any damages or any viruses that may infect your computer, telecommunications equipment or other property resulting from your access, use or viewing of this Site. The foregoing limitations of protection do not apply to the extent prohibited by law, in the event of any problems with this website or any content, you agree that your sole remedy is to discontinue using this website. If you can receive a registered user, you may receive a refund of fees received from KINTEK GROUP LIMITED during the previous month for services that have been completely denied as a result of the action or inaction of KINTEK GROUP LIMITED.

All claims against KINTEK GROUP LIMITED shall be void for a period of 12 months from the date of the claim. in the event of any problem with the information, products or services that you have purchased on or through this website, you agree that your sole remedy, if any, other than the foregoing, comes from the third party provider of such information, products or Services. The foregoing disclaimer means that KINTEK GROUP LIMITED does not obligate any services and/or any and all features on the Site. This also means that you have any claim against KINTEK GROUP LIMITED. Changes to these Terms and Conditions:

Without prejudice to the foregoing, the User accepts and agrees that KINTEK GROUP LIMITED and its legal advisors have full power at any time, to amend and/or revoke any and all of these Terms and Conditions in their sole discretion, without providing. Any such amendment, addition or revocation shall be fully effective and binding upon publication on the Site. You should consult this page to review the then-current Terms and Conditions binding upon you. Certain of these Terms and Conditions may be added or superseded by legal restrictions or conditions. These Terms and Conditions were last updated on May 25, 2018. This means that these Terms and Conditions may be reasonably amended by KINTEK GROUP LIMITED. KINTEK GROUP LIMITED will maintain a link to these Terms and Conditions on each page of the Site and indicate

the most recent update to these Terms and Conditions. Termination: you or we may suspend or terminate your account or your use of this Site at any time for any or no reason. Except for the provision of limited remedies, you may exercise any remedies in providing the services in accordance with our WD policy and applicable laws and regulations. We reserve the right to, suspend or discontinue all or any aspect of this Site at any time without notice. for any or no reason. Except for the provision of limited remedies, you may exercise any remedies in providing the services in accordance with our WD policy and applicable laws, and regulations. We reserve the right to, suspend or terminate all or any aspect of this Site at any time without notice. for any reason or no reason. Except for the exclusion of accumulated funds, do you exercise any remedy in providing the services in accordance with our WD policy and applicable laws, and regulations. We reserve the right to, suspend or discontinue all or any aspect of this Site at any time without notice. Transfer to Third Parties: KINTEK GROUP LIMITED is free to transfer or sublicense any and all of its rights hereunder, including any rights with respect to information or data, in whole or in part, to any third party. This means that the agreement between the User and KINTEK GROUP LIMITED under the terms and conditions in the Terms and Conditions may be assigned in whole or in part to KINTEK GROUP LIMITED but not to the User.

Additional Assistance: If you do not understand any of the above terms and conditions, or if you have any questions or comments, we invite you to contact us at any time. This means that you should contact us in advance if any of these Terms and Conditions are unclear, unfair or unacceptable to you.

Our commitment to security and privacy: To prevent unauthorized access, ensure data accuracy and proper use of information used for appropriate and reasonable physical, electronic and managerial procedures for and information we collect online. Please review our privacy policy with additional information.

These restrictions and limitations are unilateral prerogatives of KINTEK GROUP LIMITED under these Terms and Conditions, but without them the creation of this Site would not be possible.

Lack of protection by any of KINTEK GROUP LIMITED's defense to any infringement and/or non-enforcement not prejudicial to KINTEK GROUP LIMITED's legal rights and legal protection, and shall not be considered a barrier and/or deprivation of rights. it from exercising or seeking the same. Severability: Should any provision in the document be held invalid or unenforceable by any court of competent jurisdiction. It is recognized that a particular clause of these Terms and Conditions will be held by a competent court to be unenforceable for any reason, then such judgment will apply only to the specific clause or clauses and not to the entire agreement.

Contact Us: If you have any other questions or concerns, please contact us at any time. WD POLICY Trading any investment aid that can make a profit requires KINTEK GROUP LIMITED clients to deposit money into their online account. Profits can be withdrawn from the online account. Deposits and withdrawals are subject to this WD policy as well as generally accepted terms and conditions. INVESTMENTS You, the Client, must make all deposits from a source (such as a single bank account). If you want to start trading, make sure this account is in your country of residence and in your name. You must send your SWIFT confirmation to KINTEK GROUP LIMITED to verify your money, which will report its origin. If you do not comply with this WD policy, you may be denied the deposit of money via wire/bank transfer. If you have not logged in and made a trade from your account within three (3) months, 10% will be deducted from your account each month.

EXCLUSIONS According to generally accepted rules, withdrawals can only be made through the same bank account or credit/debit card you used to deposit funds. Unless we have agreed otherwise, withdrawals may only be made in the same currency. Use of Alternative Payment Methods. Withdrawal processing fees and withdrawal processing fees. These fees will be deducted from the transferred withdrawn amount. A fee schedule is available on KINTEK GROUP LIMITED. Without derogating from the above, KINTEK GROUP LIMITED may make withdrawals to a different facility than the one used for the deposit, in accordance with anti-money laundering regulations. In addition, when it comes to withdrawals, additional information and documents may be required of the Client. INDEPENDENT funds appearing in accounts,

matching funds provided or voluntary bonuses and incentives, or any other amounts not directly deposited received from trading at the expense of funds actually deposited ("Non-Deposit Funds"). Please note that, unless explicitly stated, non-deposited funds are not available for withdrawal. In addition, due to technical limitations, non-deposited funds may be credited to the Client's account in specific cases (e.g. with technical permission to close positions or accounts in arrears). Without derogating from the foregoing, bonuses issued to a Client by KINTEK GROUP LIMITED may only be withdrawn if the minimum trading volume is 30 times the amount of the deposit plus the amount issued ("Minimum Trading Volume").

To process a withdrawal request, you must: Print the form [remove.pdf]. The customer will log into their account through the website, click on withdrawal, fill out the information, and complete the withdrawal form. Sign the printed form. Email the form to us as a scanned image (JPG, GIF, PNG, PDF without password) to the address. All compliance documentation must be received and approved by a KINTEK GROUP LIMITED compliance officer to proceed with the review. The name of the recipient must match the name on the merchant account. Requests to transfer funds to third parties are not processed. Important: The account holder must monitor the account regularly and ensure that there is available margin in the account before sending this request.

Typical withdrawal processing time The time it takes for funds to arrive on your credit card or bank account that was used to deposit funds can be negotiable (usually up to five business days). Please note that withdrawals to bank accounts may take longer due to security procedures in place. Requests are usually processed by KINTEK GROUP LIMITED within 2-5 business days of receipt. To avoid delays, review the information carefully before submitting your request. KINTEK GROUP LIMITED is not responsible for errors or inaccuracies made by the owner. It will take 3 to 5 business days to process the appropriate withdrawal. KINTEK GROUP LIMITED has no control over and assumes no responsibility for the Client's credit card issuing company or internal bank procedures. The Customer must contact the credit card company or the appropriate bank. Funds are transferred to your credit card account after your credit card merchant debits our account. This process can take up to 2-14 business days or more to reflect on your credit card balance. If you do not have online access to your credit card, it should show up in the following details depending on your card payment cycle. Please note that we do not adhere to any time limits or any additional fees imposed by third parties to be deducted from the deposit or withdrawal, as the case may be. Additional Fees: If the receiving bank uses an intermediary bank to send/receive funds, you may incur additional fees charged by the intermediary bank. These fees are typically charged for a wire transfer. KINTEK GROUP LIMITED does not participate in or control these additional fees. Please contact your financial institution for a stable operation. CREDIT / DEBATE CARD For credit card deposits, when you select an account in a currency other than U.S. Dollars (USD), your credit card will be properly charged according to the amount deposited and the applicable exchange rate. In addition to the exchange amount of the deposit, additional credit card fees (in such cases you may notice discrepancies between the amount deposited and the amount charged to your credit card). Customers should accept these minor deviations that may occur and will not attempt to refund them. If you used a credit card to deposit money to make an online trade and decide to cash out your winnings, you must use the same credit card. Credit card withdrawals are only for an equal amount of money deposited on each credit card or less. Larger amounts must be transferred to a bank account. WARNING Your account may return different countries.

They will be subject to the following conditions: we accept payments into the Account in various currencies, and any payments due to or from us and any net balances in the Accounts may be accepted in settlement; the Account is maintained in Polish zloty, U.S. dollars, Euros ("Base Currencies") and any other currency will be converted at the exchange rate in effect at the time of conversion ("Exchange Rate"); if Customer sends funds in a currency other than its Account Currency, we will apply the exchange rate at our discretion. Generally, we will settle transactions or execute any foreign currency transactions that include such an Exchange Account, except where such Exchange Account balance is insufficient. the use of the Exchange Rate ADDITIONAL CONDITIONS. Please note that this policy may not be exhaustive, and additional conditions to fulfill at any time in accordance with regulations and policies, including those established to prevent money laundering. Please note that any use



of the Site and Services is subject to the Terms and Conditions as may be amended from time to time by DMAX TRADE in its sole discretion. For questions with the policy, please contact us at any time.

RISK DISCLOSURE AND DISCLOSURE POLICY KINTEK GROUP LIMITED provides its clients with the best tools for trading, including introductory instructions for a real trading environment. KINTEK GROUP LIMITED does not manage or advise on investments. KINTEK GROUP LIMITED allows you to trade speculative investments that involve significant risk of loss. Such trading is not suitable for all investors, so you must make sure you fully understand the risks before you trade. You agree that you perform with, may include financial instruments that: are not traded on any stock or investment exchange; are readily marketable investments. Risks associated with the services include: All investment risks, the degree of risk is a matter of judgement and cannot be accurately determined in advance. Trading in financial instruments is generally considered high risk compared to other common forms of investments, such as recognized collective investment schemes and matched debt and equity securities. We make no guarantee or promise of your performance or profitability of the Account with us or your investments, or any portion thereof. The value of investments and the income derived therefrom will both decrease and increase, and this is not guaranteed.

FOREX IS HIGHLY SPECULATIVE, CARRIES A HIGH LEVEL OF RISK AND MAY NOT BE SUITABLE FOR ALL INVESTORS. THE CLIENT CAN SUSTAIN A LOSS OF SOME OR ALL OF THE CLIENT'S INVESTMENT CAPITAL; THEREFORE, THE CLIENT SHOULD NOT HAVE CAPITAL THAT THE CLIENT CANNOT LOSE. THE CLIENT MUST BE AWARE OF ALL THE RISKS ASSOCIATED WITH TRADING ON MARGIN. CLIENT HAS REPRESENTED THAT HE WILL BE RELIABLE FOR THE RISKS THAT HAS BEEN TAKEN INTO THEM. We make no warranty OR representation that you will make any profit or that you will not lose any guaranteed OR your DEPOSIT investment. In addition, KINTEK GROUP LIMITED is not responsible for information transmitted through the website. Please note that any use of the website and services is subject to the Terms and Conditions, which may be amended from time to time by KINTEK GROUP LIMITED at its sole discretion. There is a possibility that you may suffer partial or complete loss of your investment funds while trading. Even if you are making money, you should be aware that the market can turn around quickly. Never trade more than you can afford to lose.

ACCEPTABLE USE POLICY [AUP]: notify you that violation of this Acceptable Use Policy or use of manipulation, use of KINTEK GROUP LIMITED online trading services offered to the public may result in significant monetary and other losses to KINTEK GROUP LIMITED and/or other users and traders such as yourself, and KINTEK GROUP LIMITED shall be entitled to seek any remedy available to them under this Agreement or under law, including injunctive relief. Without derogating from the following Acceptable Use Policy, any of the following are expressly prohibited by the Terms of Service Agreement: Unauthorized automated access to services and systems. Exploitation of latency in trading. Coordinated trading through multiple accounts (including tandem trading). Any reverse engineering of software or services. AUP Volume.

1.1. The AUP applies to all systems and services offered by KINTEK GROUP LIMITED without exception.

1.2. The AUP applies to everyone, including all customers, users and visitors ("User" or "You").

1.3. The prohibited activities and uses outlined in this AUP are not a complete list. You should report suspected activities to KINTEK GROUP LIMITED. Automatic Access.

2.1. You may not, under any circumstances, use any software that automatically accesses or operates the systems, websites or systems of KINTEK GROUP LIMITED, or operate on them, unless such software is officially provided by KINTEK GROUP LIMITED. Prohibited Activities

3.1. KINTEK GROUP LIMITED shall not use and reasonable measures to prevent any user or third party from using it in any of the following ways:

3.1.1. By fraudulent means or in connection with some criminal offense.

3.1.2. Post, knowingly upload, upload, download or use any material that is offensive, abusive, obscene, defamatory, indecent or threatening, or that violates copyright, privacy, confidentiality and/or any other rights.

3.1.3. To cause irritation, discomfort or anxiety..

3.1.4. To spam, to send or provide unsolicited advertising or promotional materials, or to knowingly respond to any spam, unsolicited advertising or promotional materials sent or provided by any third party.

3.1.5. In any event, in the reasonable judgment of KINTEK GROUP LIMITED, damages or may damage the services of KINTEK GROUP LIMITED or any of its shareholders and/or affiliates and/or directors and/or lawyers and/or trustees and/or bankers and/or clients and/or businesses and/or reputations.

3.1.6. In violation of any licenses or rights of third parties.

3.1.7. Attempt to interfere with any KINTEK GROUP LIMITED service by any user, host or unrestricted:

3.1.7.1. Network flooding;

3.1.7.2. DOS attacks (denial of service) of any kind;

3.1.7.3. Deliberate attempts to overload the service and attempts to crash the host;

3.1.7.4. Any attempt to abuse, manipulate or take advantage of errors, backdoor or security breaches, differences in delays;

3.1.7.5. Resale services;

3.1.7.6. Any type of automated, collaborative, or multi-user operation (including tandem trading) to circumvent or use services, or systems;

3.1.7.7. To transmit emails, code or web data files computer viruses, or Trojans, or tools that compromise the security-sites or user data. This clearly includes spyware and malware of any kind.

3.1. You acknowledge and agree that the prohibited activities set forth in the

3.2. This is an incomplete list. KINTEK GROUP LIMITED reserves the right to cancel any transaction and/or withhold and deduct any funds and/or claim any fund or right due to inappropriate use of its services, errors or abuse of its systems.

3.3. You will not authorize use of the system or access by any person other than the customer and will not copy, distribute, use, utilize, display, utilize, prepare derivative works based on, communicate or otherwise use the system in whole or in part to any other person.

3.4. The trademarks and logos displayed in the system are registered trademarks of KINTEK GROUP LIMITED and/or their respective owners. Any use of such trademarks may be permitted only after written consent has been obtained. Network Security

4.1. You don't have to:

4.1.1. Breach or attempted breach of KINTEK GROUP LIMITED security or attempted interference or tampering with KINTEK GROUP LIMITED networks, authentication facilities, servers or equipment.

4.1.2. Attempting to bypass user authentication or security on any host, network, or account, which includes accessing data, logging onto a server that is not accessed, or checking the security of other networks.

4.1.3. Attempting to access any account or computer resource that does not belong to you, the system and/or KINTEK GROUP LIMITED. Violation of this TOS

5.1. KINTEK GROUP LIMITED has the right to take organizational, automated and discretionary measures to ensure user compliance with this AUP and all other rules and policies.

5.2. Any right to luxury capitals under this Agreement, including the right to impose such sanctions, shall not be deemed to bind in any way the exercise of such right (or the imposition of such sanctions).

5.3. Failure to exercise any right of luxury capital herein will not be considered a waiver of such right, including the imposition of a special sanction.

5.4. KINTEK GROUP LIMITED may help to take such adequate measures as are used to prevent such access if KINTEK GROUP LIMITED becomes aware of any circumstances.

5.5. If you or another person violates any other term of this AUP, KINTEK GROUP LIMITED may without notice to KINTEK GROUP LIMITED and/or its customers and/or any other party:

5.5.1. Demand explanations, identification, or documentation of evidence or details relevant to the investigation.

5.5.2. Prevent access to the system for a valid reason at his discretion.

5.5.3. Repair, correction and/or rollback of customer operations to make restitution by KINTEK GROUP LIMITED or a third party.

5.5.4. Credit, withholding and/or confiscation of money and/or information at its discretion in accordance with the law and/or any court order or instructions of a competent investigative or law enforcement agency.

5.5.5. Suspend or terminate your use of KINTEK GROUP LIMITED's systems and/or services; or

5.5.6. Take action as you deem appropriate. For the avoidance of doubt, KINTEK GROUP LIMITED's implementation of the Agreement will not require KINTEK GROUP LIMITED to compensate the user for loss of access to the system and KINTEK GROUP LIMITED services.

5.6. A breach of this TOS by someone who has only indirect access to the KINTEK GROUP LIMITED service through you will be considered a breach on your part, regardless of whether the breach was committed with your knowledge or consent. You are responsible for any actions of your customers to whom it directly or indirectly provides its services.

5.7. KINTEK GROUP LIMITED may work with system administrators or other network or computer service providers to ensure compliance with AUP or other provider requirements.

5.8. KINTEK GROUP LIMITED may involve and cooperate with law enforcement authorities when criminal activity is suspected. Additional conditions note that this policy may not be exhaustive and additional conditions, requirements in any case due to technological changes, experience, regulations and policies, including to prevent money laundering. This AUP may be changed at the sole discretion of KINTEK GROUP LIMITED at any time and any change will be effective if posted on the KINTEK GROUP LIMITED website or otherwise communicated to KINTEK GROUP LIMITED. Please note that any use of the site and services is subject to the Terms and Conditions, which may be amended from time to time by KINTEK GROUP LIMITED at its sole discretion. For questions with the policy, please contact us at any time.