

# Terms of Service for Activ Markets

Welcome to Activ Markets!

These Terms of Service govern your access to and use of the services provided by ACTIV MARKETS ("we," "us," or "our") through our trading platform ("Activ Markets"). By accessing or using our platform, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use our services.

## 1. Acceptance of Terms

By using the Activ Markets platform, you agree to comply with and be bound by these Terms and our Privacy Policy. We may modify these Terms at any time, and such modifications will be effective immediately upon posting on our platform. You are responsible for reviewing these Terms periodically.

## 2. Eligibility

You must be at least 18 years of age and legally able to enter into contracts in your jurisdiction to use the ACTIV MARKETS platform. By agreeing to these Terms, you confirm that you meet these eligibility requirements. If you are using our services on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

## 3. Account Registration

To use the ACTIV MARKETS platform, you may be required to create an account. You agree to provide accurate, current, and complete information during the registration process and to keep your account information up-to-date. You are responsible for maintaining the confidentiality of your account login credentials and for all activities that occur under your account.

## 4. User Responsibilities

You agree to use the ACTIV MARKETS platform solely for lawful purposes. You are prohibited from engaging in any activity that is fraudulent, illegal, or unethical, including but not limited to:

- Engaging in market manipulation or fraud
- Using unauthorized methods to access the platform or accounts
- Violating any local, state, or international laws or regulations

## 5. Trading on ACTIV MARKETS

You understand and acknowledge that trading in financial markets, including but not limited to stocks, forex, commodities, and cryptocurrencies, involves significant risk. You are solely responsible for the decisions you make on the platform, and we do not guarantee any profits or investment returns.

You agree that:

- You will not rely solely on the information provided by the platform but will perform your own research and due diligence.
- All trading activities and transactions are carried out at your own risk.

## 6. Fees and Charges

We may charge fees for the use of the ACTIV MARKETS platform, including transaction fees, account maintenance fees, and other applicable charges. All fees and charges will be disclosed to you prior to the execution of any trade, and you agree to pay all applicable fees.

We reserve the right to modify fees at any time, and any such changes will be communicated to you through the platform or via email.

#### 7. Market Data and Information

We may provide market data, news, charts, and other resources to assist in trading. While we strive to provide accurate and reliable information, we do not guarantee the completeness or accuracy of such data. You should verify all information before making trading decisions.

#### 8. Risk Acknowledgement

You acknowledge that trading involves significant risk, and the possibility of losing all or part of your investment exists. ACTIV MARKETS are volatile and subject to sudden price movements. We strongly recommend that you consult a financial advisor before trading and only trade with money you can afford to lose.

#### 9. Limitations of Liability

To the fullest extent permitted by applicable law, ACTIV MARKETS and its affiliates shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from your use of the platform, including but not limited to lost profits, data loss, or trading losses.

#### 10. Termination of Account

We reserve the right to suspend or terminate your account at any time, with or without notice, if we believe you have violated these Terms or engaged in any fraudulent or unlawful activities. Upon termination, you agree to cease using the platform and forfeit any outstanding balance in your account.

#### 11. Privacy and Data Security

Your use of the ACTIV MARKETS platform is subject to our Privacy Policy, which outlines how we collect, use, and protect your personal information. By using the platform, you consent to the collection and use of your data as described in the Privacy Policy.

#### 12. Intellectual Property

All content, software, and materials provided on the ACTIV MARKETS platform are owned by ACTIV MARKETS or its licensors and are protected by intellectual property laws. You are granted a non-exclusive, non-transferable license to access and use the platform for personal trading purposes only.

You may not copy, modify, distribute, or create derivative works based on the platform or any content without our express written permission.

#### 13. Dispute Resolution

Any disputes or claims arising from or related to these Terms or your use of the ACTIV MARKETS platform will be resolved through binding arbitration in accordance with the rules of the jurisdiction in which ACTIV MARKETS is incorporated.

#### 14. Governing Law

These Terms are governed by and construed in accordance with the laws of PORTUGAL, without regard to its conflict of laws principles.

#### 15. Indemnification

You agree to indemnify, defend, and hold harmless ACTIV MARKETS, its affiliates, officers, directors, employees, and agents from any claims, losses, liabilities, damages, costs, and expenses (including legal fees) arising from your use of the platform, violation of these Terms, or any unlawful conduct.

#### 16. Amendments

We reserve the right to modify, suspend, or discontinue the platform, or any part of it, at any time, without notice. We may also modify these Terms from time to time, and any changes will be effective immediately upon posting. You are responsible for reviewing these Terms regularly.

#### 17. Entire Agreement

These Terms, along with our Privacy Policy, constitute the entire agreement between you and ACTIV MARKETS with respect to your use of the ACTIV MARKETS platform. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

#### 18. Contact Information

For any questions or concerns about these Terms or our platform, please contact us at:

ACTIV MARKETS

support@activmarkets.com

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