JOINX MONETISED DEMO TRADING ACCOUNT AGREEMENT

Concluded on the (the "Effective Date") by and between;

Volanza AG, a company incorporated and existing under the laws of Switzerland with company registration number CH 660.1.422.020-4, CHE- 413.883.848; and having its registered seat at Boulevard Georges, Favon 8, 1204, Geneva as the provider (hereinafter referred to as "**Volanza**" or the "**Provider**").

and

Full Name:	
Address: **Street and house number:** **City:** **Postcode and country:**	
Place and Date of birth:	
Citizenship:	
Tax number:	

as a business strategy provider – customer (hereinafter referred to as "**you**", "**your**", "**Customer**" or "**User**")

(hereinafter separately referred to as **Party** and jointly referred to as **Parties**) on the undersigned place and date according to the followings:

1. INTRODUCTION

1.1. This Monetising Demo Trading Account Agreement (hereinafter referred to as the **Agreement**) regulates the rights and obligations regarding the use of services provided by Volanza under the JoinX Capital brand name, offered through its website and affiliated websites of www.joinx.me and www.joinx.capital (hereinafter referred to as the **Website**).

1.2. For the benefit and protection of the Customer, it is mandatory for you to take enough time to read and understand this entire Agreement, as well as any other additional information available to you on the Website of Volanza prior to entering into this Agreement and subscribing to any services with Volanza. You are under no obligation

to conclude this Agreement and use the services of the Provider, if you do not agree or understand all the regulations of this Agreement, nor should you use the services of Volanza unless you understand and accept this Agreement and all the related terms and conditions.

1.3. This Agreement is concluded electronically as part of the registration for the services on the Website. During onboarding with Volanza you are required to truthfully provide your personal data and enclose a scan of your identification document (such as ID, passport or driving license), which will enable the Provider to verify the identity of the Customer and the fact that you are the person who purchased and successfully completed the Challenges offered to you by the partner of Volanza, that is JoinX Hub Ltd. a company registered under the laws of Montenegro, and having its registered seat at Kralja Nikole 27A/4, 81000 Podgorica, Montenegro; with company registration number: 03407373, ("JoinX Hub"). By filling in the information about yourself, you are confirming that all such information is true and accurate to the best of your knowledge at the time.

1.4. As part of Volanza's onboarding process, Provider shall provide a link to the Customer to fill in the online KYC after being reviewed and approved to be a qualified customer by Volanza. If we discover that this Agreement has been concluded by a person other than the person who completed the referred Challenges, the Provider is not obliged to conclude this Agreement.

2. DEFINITIONS IN THIS AGREEMENT

2.1. For the purposes of this Agreement, the following definitions shall have the following meanings:

"Agreement" means this Account Agreement (as defined in the introductory provisions); **"Annex"** means an attachment to this Agreement that shall form an integral and inseparable part of this Agreement;
"Calendar day" means every full 24 hours' calendar day, including weekends and public holiday, of the current time in Switzerland (Central European (Summer) Time (CE(S)T);
"Capital" means the value of the initial demo capital for demo trading under Agreement (as defined in point 6.3.);
"Challenge(s)" means a one stage or two-staged trading performance evaluation process (or as mentioned on JoinX Hub's website) in a simulated online trading environment, where the Customer could demonstrate his/her trading skills against trading objectives which are provided by JoinX Hub Ltd. (registered office: Kralja Nikole 27A/4, 81000 Podgorica, Montenegro; company registration number 03407373);
"Challenge and Evaluation Services" means Challenge and Evaluation Services provided by JoinX Hub Ltd. (registered office: Kralja Nikole 27A/4, 81000 Podgorica, Montenegro; company registration number 03407373);
"Commission" means a certain financial remuneration calculated according to the rules determined in this Agreement;
"Confidential Information" means the terms and conditions of this Agreement, this Agreement, information on the manner in which the Services are provided, the content of communication with Volanza, all information that may constitute trade secrets, including know-how, and any information made available to the Customer by Volanza which is designated as confidential or which is to be considered as confidential by reason of the nature of the information and the circumstances in which it was disclosed;
"Content" means all Services, including the JoinX Account, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples and other content that may form the Services (including the JoinX Account), including any such content located on social networks of Volanza or persons/entities that are members of the same group as Volanza;
"Customer", "User", "you" and "your" means a natural person or an entity that enters into the Agreement with Volanza;
"Forbidden Trading Practices" means trading practices and strategies usage which are strictly forbidden while using our Services and are determined in point 11.;
"Indemnified Persons" means companies that are members of the same group as Volanza, or their customers, employees, members of governing bodies, shareholders, business partners, licensors of these persons or any cooperating persons or entities;
"JoinX Account" trading account for advanced users, which will be linked to access to the JoinX Trading Platform (as defined in point 5.1.);
"Party" means Volanza or the Customer individually;
"Parties" means Volanza and the Customer collectively;
"Payment Request" means a request for pay out of the Commission through the User Area as defined in point 8.;
"Profit" means the positive difference between the value of the remaining balance of the Capital in the Customer's JoinX Account (in which no positions are opened) and the value of the Capital (as defined in point 7.3.);
"Profit Target" means the Profit level related to the Capital set by Volanza at the initiation of the monetised demo trade and by achieving this target the Customer shall be eligible to the Commission if other terms are also met;
"Services" means the provision of equipment for demo foreign currency trading in financial markets, access to trading accounts for monetised demo trading (JoinX Accounts), analytical instruments, training and educational materials, (if applicable) other accompanying services for advanced traders; **"Trading Platform"** means the electronic user interface in which the Customer shall perform monetised demo trades;
"User Area" means the user interface on the Website (as defined in point 3.1.);
"Volanza" or "**we", "our"** means the company incorporated and existing under the laws of Switzerland with company registration number CH 660.1.422.020-4, CHE- 413.883.848; and having its registered seat at

Boulevard Georges, Favon 8, 1204, Geneva, being the Provider of this Agreement;
“Website” means the www.joinx.capital and / or www.joinx.me websites (as defined in point 1. of the Introduction).

3. PURPOSE OF THIS AGREEMENT

3.1. The purpose of this Agreement is to determine the conditions (i) under which the Customer shall be provided with equipment by Volanza for demo trading intended for advanced traders, including access to a trading account for demo trading (hereinafter referred to as JoinX Account); (ii) under which the Customer has the right to perform such monetised demo trades using the equipment of Volanza; and (iii) under which the Customer shall be paid financial remuneration. The purpose of this Agreement is also to ensure the Customer’s access to the equipment for demo trading provided under this Agreement through the user interface on the Website (hereinafter referred to as the User Area), or by the provision of access to applications provided by Volanza or third parties.

4. SUBJECT OF THE AGREEMENT

4.1. The subject of this Agreement is the obligation of Volanza to provide the Customer with equipment for demo foreign currency trading in financial markets, access to trading accounts for monetised demo trading (hereinafter referred to as JoinX Accounts), analytical instruments, training and educational materials, (if applicable) other accompanying services for advanced traders, to enable the Customer to access and use those services (hereinafter referred to as the Services) and, subject to the terms and conditions defined in this Agreement, the obligation of Volanza to pay the Customer a certain financial remuneration calculated according to the rules set out in this Agreement (hereinafter referred to as the Commission). Within the Services provided, the Provider shall, in particular, enable the Customer to access the electronic interface in which the Customer shall perform demo trades under this Agreement (hereinafter referred to as the JoinX Trading Platform).

4.2. The Customer further undertakes, when using the Services, and in particular when performing demo trades, to act in accordance with this Agreement, terms and conditions of any third parties, any applicable legal regulations, and other rules which the Customer is obligated to adhere to while using the Services.

4.3. The Services provided by Volanza and listed on the Website are only intended for persons over the age of 18 so deemed as adults, residing in the country 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.

4.4. Provider may not provide Services to a Customer, who: (i) has a nationality or residence in a forbidden jurisdiction; (ii) has settled or is established or has seat in a forbidden jurisdiction; (iii) is under relevant international sanctions; or (iv) has a criminal record in connection with financial criminal activity or terrorism. Forbidden jurisdictions are Iran, Iraq, North Korea, Syria, Russia, Venezuela, Cuba and other countries identified by Provider, as published on the Web Pages. Provider reserves the right to reject, restrict or terminate the provision of any services to a Customer under this point and such Customer is forbidden from using the Services, including the use of the User Area and/or JoinX Trading Platform.

4.5. The meaning of the definitions, expressions, and abbreviations used in this Agreement shall be found in point 2. above.

5. JOINX ACCOUNT

5.1. Provider provides the Customer with the access to a trading account for advanced users, which shall be linked to the access to the JoinX Trading Platform (hereinafter referred to as “JoinX Account”) as part of the Services of Volanza. The JoinX Account can be activated by the performance of the first demo trade.

5.2. Access to the JoinX Trading Platform is protected by unique login data transmitted to the Customer upon registration. Upon reaching the designated Target and closing all outstanding positions, the Customer may apply for a Commission payout. All requests are subject to a compliance review by Volanza to ensure adherence to trading standards. The account shall remain inactive pending approval; regular trading functionality will resume immediately following the execution of the payout..

5.3. The Customer shall not make available or provide the login data to the JoinX Account, the JoinX Trading Platform, or the User Area to any third party. The Customer is responsible for the protection of login data and the JoinX Account and for all activities that are performed through the JoinX Account or the JoinX Trading Platform. Parties hereby state that the Provider shall not be liable for any misuse of the JoinX Account, JoinX Trading Platform or any part of the Services and for any negative consequences thereof for the Customer, if such misuse occurs for any reasons beyond the control of the Provider, and in such case the Customer is not entitled to any compensation.

5.4. The Customer acknowledges that the JoinX Trading Platform is provided by a third party and that contractual terms and conditions and also the data protection policy is applied during its use. The Customer is obliged to acknowledge and accept these terms and conditions and the data protection policy of the third party before the first access to the JoinX Trading Platform. By using the JoinX Trading Platform, the Customer accepts the related terms and conditions and any related policies.

5.5. All data provided by the Customer to the Provider must be fully complete, accurate, and up to date. In case of any change in the Customer's data, the Customer is obliged to send a notification immediately to the Provider from his/her registered e-mail address; the notification must be accompanied by documents evidencing the change, if applicable. Providing valid documents for identity verification and any other required information remains the sole responsibility of the Customer. The Provider is preparing this Agreement according to the documents provided by the Customer. The Customer is responsible for all the provided data being accurate and keeping up to date at all times, and the Provider is not obligated to verify the data.

5.6. The JoinX Account and the Services may not be available at all times or without interruption, especially with regard to their maintenance, upgrades, technical errors, or for any other reason. In particular, Volanza shall not be liable, and the Customer is not entitled to any compensation, for the unavailability of the JoinX Account, the User Area, or the JoinX Trading Platform, for any damages or loss of any data or other content that the Customer uploads, transfers, or saves via the JoinX Account, the User Area or the JoinX Trading Platform, or for any the Provider's interventions or alterations in the Customer's JoinX Account requested by the Customer. The Provider may decide at its own discretion to compensate the Customer for the unavailability of the Services due to technical reasons arising from the Provider's side. The Customer shall not be entitled to any compensation, and it is the sole discretion of the Provider whether compensation is provided to the Customer and also its form and its extent; provided however, the limitation of liability set out in this Agreement is not to be affected thereby.

5.7. The Customer is obliged to have the appropriate technical equipment and software, including third-party software (e.g. software for the use of the Trading Platform) at his/her own risk and expense in order to use the Services. The Provider does not warrant or guarantee that the Services will be compatible with any specific equipment or software, nor to the compatibility of the Services with any specific device, program, or add-on.

5.8. The Customer acknowledges and agrees that the JoinX Trading Platform and the JoinX Account are accessible in English and other languages as available on the Website, however English is the main language.

6. MONETISED DEMO TRADING ON JOINX ACCOUNT

6.1. The Customer performs monetised demo trades through the JoinX Account of the Customer on the selected JoinX Trading Platform with fully fictitious funds. During the monetised demo trading on the JoinX Trading Platform, the Customer may perform any trades, subject to the conditions defined in point 6., and unless those trades constitute forbidden trading practices or strategies as defined in this Agreement. Limitations may also be set by conditions of the JoinX Trading Platform. The Customer warrants to comply at all times with the relevant market rules and practices regarding trading on financial markets.

6.2. The Customer is obligated to comply with the following conditions in the course of the monetised demo trading under this Agreement for the applicable trading options:

6.2.1. the Customer shall not, at any time during any Calendar Day in the trading period, incur a loss from the demo trades opened and closed on that day which would exceed, in addition to the loss or profit currently open on the same day in the JoinX Account, the percentage value of the Capital for the respective option as defined in the client area of each User and may be different for each User and for each JoinX trading Accounts.

6.2.2. the value of the simulated Capital in the JoinX Account that is used by the Customer for the monetised demo trading, with all the positions opened in that account, may not at any time during the trading period fall below the percentage of the Capital for the relevant option as defined in the client area of each User and may be different for each User and for each JoinX trading Accounts.

6.2.3. The Customer may hold open trading positions outside the trading hours of the particular traded financial instrument and the Provider may charge swap costs on such positions. The Customer confirms that he may not be able to perform demo trades at times when important global or economic news, macroeconomic announcements are planned or published that may have a significant impact on the specific market and financial instruments related to the Customer's demo trading.

6.2.4. The Customer must trade for a minimum of 3 active trading days in order to be eligible for withdrawal. Active trading day means at least one traded position (minimum 1 buy or sell order executed on a given calendar day) in accordance with the trading restrictions rules

6.2.5. The Customer may hold open trading positions outside the trading hours of the particular traded financial instrument, subject to the specific type of Challenge or Account selected by the Customer. If the specific Account type requires positions to be closed over the weekend (e.g., by Friday 5:00 PM ET), failure to do so may result in the automatic closure of positions or a breach of this Agreement. The Provider may charge swap costs on such positions.

6.3. Value of the initial **fictional** capital for trades under this Agreement (hereinafter referred to as the "Capital"), and respectively the currency, degree of risk and other parameters, which are applied to the trades under this Agreement, is equal to the sum and currency of the initial fictional capital that the Customer had chosen for trades under the Challenge and Evaluation Services provided by JoinX Hub ("JoinX Hub Services") the value of accounts may change and increase or decrease in accordance to the published information on the company's website. Currently the basic accounts' value is as follows:

- Account with an initial capital of USD 5,000
- Account with an initial capital of USD 10,000
- Account with an initial capital of USD 25,000
- Account with an initial capital of USD 50,000
- Account with an initial capital of USD 100,000

*in different regions there might be accounts lower than USD 5,000 and between USD 500-5,000, according to the provided information online

6.4. If the Customer has successfully fulfilled multiple challenges (JoinX Hub Services), then the Customer may ask Provider for an increase of Capital for JoinX Account up to the amount equal to the total sum of initial capitals of successfully achieved JoinX Hub Services. The final decision on granting Capital increase is always at the sole discretion of Volanza, who may approve or reject this claim at its sole discretion and may charge an extra fee on such request if approved. Upon the request of Volanza, the Provider may condition the Capital increase with the conclusion of a new agreement, which shall supersede this Agreement.

6.5. THE CUSTOMER ACKNOWLEDGES THAT THE JoinX Account IS AN ACCOUNT WITH FULLY FICTITIOUS FUNDS, HOWEVER, WITH REAL MARKET QUOTES FROM LIQUIDITY PROVIDERS. THE CUSTOMER ALSO ACKNOWLEDGES THAT FOR JoinX Account PURPOSES, LIQUIDITY PROVIDERS DO NOT PROVIDE VOLANZA OR ITS CUSTOMERS WITH ANY REAL MONEY (LIQUIDITY), ONLY WITH THE MARKET QUOTES, THEREFORE THE CUSTOMERS NEVER ACTUALLY PERFORM ANY TRADES ON LIVE MARKETS.

6.6. Volanza may also trade on its own account (outside of the JoinX Trading Platform) with real financial means in a separate process. While performing its own trades, Volanza may also use trading data obtained from the JoinX Account of the Customer. Volanza continuously monitors and analyses the trades executed by the Customer in the demo environment and subsequently evaluates whether trades will be executed for the own account of Volanza. This execution occurs without any impact on the Customers and their simulated trading activities. These two processes are separate and in no way the Customer is influenced by the trading of Volanza.

6.7. Although the entire environment and trading is simulated, real data provided by liquidity providers is available in the JoinX Trading Platform. Therefore, in the case of simulated trading performed by the Customer, liquidity providers only provide data on the prices of individual instruments and never perform their standard function of a market maker, i.e. an entity supplying liquidity to market participants, as all trading takes place exclusively in a simulated environment on the demo Account. Volanza may only use these liquidity provider services for its internal trading on its own account, where it invests its own capital in real trading on the financial markets.

7. COMMISSION

7.1. The entitlement of the Customer to the Commission and its amount shall depend exclusively on the results of the Customer's monetised demo trading and fulfilment of the conditions determined by Volanza for its payment. The Customer acknowledges and agrees that the entitlement or the amount of the Commission does not in any way depend on the developments in the real financial markets or on the value that the demo trades would have in the real financial markets.

7.2. The trade results of the Customer's monetised demo trading activities are mainly based on the Profit Target of the relevant JoinX Account as listed in Annex A attached to this Agreement. That means in case of the Customer has reached the Profit Target as specified in Annex A and also complied with the other related regulations of this Agreement, the Customer shall be eligible to the Commission, the monetised demo trading account of the Customer shall be terminated, the trading option shall not be available at the User Area, all open positions and the trading account shall be closed automatically, and unless providing a new JoinX Trading account by the Provider to the Customer, this Agreement shall be terminated. The Provider shall deduct its share from the fictional Profit always at the end when the Customer reaches the Profit Target and becomes entitled to a Commission.

7.3. The Customer shall only be entitled to the Commission if the Customer complies with all the conditions regarding the monetised demo trading determined in this Agreement, by the Provider This includes the Consistency Metric, which measures the even distribution of trading results over time. Maintaining a consistent trading profile and avoiding "spiky" profit generation (where one day accounts for a disproportionate amount of total profit) is a mandatory requirement to be eligible for reward withdrawals (Commission payouts). The Customer must also trade according to the funded account trading rules including but not limited to trading restrictions as described in the agreement and also minimum trading days. including; (i) if the Customer fulfils all the conditions defined in point 6.2 during the trading period, (ii) the difference between the value of the remaining balance of the demo capital in the Customer's JoinX Account (with no open positions) and the value of the Capital is positive (hereinafter referred to as the "Profit") and it reaches the Profit Target set out in Annex A, and (iii) traded according to the funded account trading rules including but not limited to trading restrictions as described in the agreement and also minimum 3 (three) trading days and (iv) in case the invoice is duly issued. In case the Customer fails to achieve a Profit and the Profit Target, the Customer shall not be entitled to any Commission for the trading period. The Customer acknowledges that only the positive results of the Customer achieved within the Customer's demo trades in the JoinX Account shall be taken into account for the purposes of determining the Customer's entitlement to the Commission.

7.4. The amount of the Commission is 50-90% of the Profit as specified in Annex A alongside with the calculation of the Commission. The Commission's amount includes all direct or indirect taxes, (including but not limited to value added tax or any other taxes), duties and fees, which may apply to the amount under the relevant legal regulations. The Customer is solely responsible and liable for the total payment of any and all direct or indirect taxes, duties or fees that apply to the Customer in connection with this Agreement under the applicable legal regulations. The Customer acknowledges and agrees that Volanza shall not be liable for any such payment obligations of the Customer defined in this point. The currency and the payment of the Commission to the Customer shall be the same as the currency of the Capital of the Customer's JoinX Account. The Customer acknowledges that he/she is only entitled to any Commission in case of a positive balance of his/her JoinX Account.

7.5. The Customer understands and acknowledges that if the Customer engages in any of the Forbidden Trading Practices determined in this Agreement, the Customer shall lose all right to the Commission and his/her JoinX Account shall be terminated together with this Agreement.

8. PAYMENT OF THE COMMISSION

8.1. The pay-out of the Commission is automatic upon reaching the Profit Target as defined in Annex A and in case all the conditions are fulfilled, in particular if the Payment Request is submitted by the Customer. The

Customer may submit his/her Payment Request regarding the Commission via the User Area on the prescribed form available thereto. The Payment Request could be submitted by the Customer (i) at up to seven (7) Calendar days from the start of trading on the JoinX Account, and (ii) at the latest on the 30th day after reaching the Profit Target or the closure of the JoinX Account.

8.2. The payments under this Agreement are in US Dollars. In the event of payment of the Commission in any other currency than US Dollars, the amount of the fee for the selected option shall be converted to US Dollars using the exchange rate of the competent payment processor. The Commission is inclusive of all costs and taxes. The Customer is obliged to fulfil and pay all tax and other payment obligations in connection with the use of the Services provided by Volanza in accordance with the applicable law. If the Customer and the Company agrees to pay in other currency, the applicable USD rate at the day of payment will apply.

8.3. In case the Customer reached the Profit Target and submitted the Payment Request of the Commission, Volanza shall verify the legitimacy of the Customer's entitlement to the Commission, calculate the Commission and inform the Customer about the result through the User Area. The Customer must comply with all the trading conditions and restrictions in order to be eligible for his/her Commission .With regard to the notice of the Provider, the Customer shall define the payment method of the Commission to be paid by Volanza on the prescribed form set out in point 8.1., as well as other required information, and shall upload the form through the User Area.

8.4. The Commission shall be paid to the Customer according to the duly issued invoice of the Customer. The data on the invoice shall always conform to the information provided by the Customer in the form defined in point 8.3. Otherwise, Volanza is not obligated to pay the Commission. The Customer is always liable for the accuracy of the invoice and that it complies with all the relevant legal regulations regardless of the method of its issuance and shall bear all delays or damages arising from the incorrect data provided by the Customer.

8.5. The invoice of the Commission to be paid can also be issued by the Provider on behalf of the Customer (so called self-billing mechanism) only on the basis of the authorisation of the Customer applied though the User Area. In such case the Customer shall provide Volanza with all the necessary data for the issuance of the invoice in the form that complies with the relevant legal regulations. Customer acknowledges that in the event of any change in these data or requirements, the Customer is obliged to inform the Provider without any delay and such notification must be accompanied by documents evidencing the change, if applicable. The Customer acknowledges that in case the authorisation is revoked then the Customer shall directly issue and send the invoice to the Provider. Any invoice issued directly by the Customer and sent to the Provider while the authorisation to issue invoices on behalf of the Customer by Volanza is effective will be disregarded by the Provider.

8.6. Invoices will be issued automatically no later than seven (7) Calendar days from the date on which the Provider receives the form as defined in point 8.3. and all the necessary information from the Customer. The invoices will be due in fourteen (14) days. Volanza shall pay the Commission using the method defined by the Customer in the form according to point 8.3. through a cashless transfer to the account of the Customer, or through another payment method accepted by the Provider. All fees and expenses related to the payment processing charged to the Customer shall be borne by the Customer.

8.7. Before processing any payout, the Provider is obliged to check all the provided documents and to execute a compliance and AML (Anti-Money Laundering) check. If the Provider deems the provided documents insufficient, it reserves the right to request new documents, deny the payment, and/or close this Agreement at its sole discretion.

9. CUSTOMER'S STATEMENTS AND WARRANTIES

9.1. The Customer declares, acknowledges and warrants to the Provider that:

a) if the Customer is a natural person, is of legal age and has full legal capacity to enter into this Agreement;

b) if the Customer is a legal entity, that it is duly organized, constituted and validly existing under the applicable laws of the jurisdiction in which is constituted and has duly authorized the execution and delivery of this Agreement, all transactions and the performance of all obligations contemplated under this Agreement;

c) he/she has read, understood and agreed to the terms of the Agreement and all the related regulations including all the information and documents incorporated herein by reference;

d) the execution and performance of this Agreement by the Customer shall not violate any contract or any statute, rule, regulation, ordinance, charter, by-law or policy applicable to the Customer; and

e) during the performance of this Agreement, the Customer is obliged to proceed at all times in accordance with all applicable legal regulations and to keep updated all permits, licenses, consents, approvals or other documents issued by the relevant authorities, which relate to the activities of the Customer under this Agreement, and to fulfil all notification, tax or all kind of duties, which may arise out of or in connection with the performance of this Agreement, and especially with the Commission;

f) he/she undertakes to act and cooperate with the Provider in accordance with the provisions of this Agreement and the related terms and conditions;

g) the Customer is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Customer may act on behalf of someone else only if the Provider specifically consents to this in writing in advance and has provided the Provider with all the documents required by the Provider for this purpose;

h) he/she shall be fully liable for any damage resulting from the breach of this Agreement in accordance with the applicable law;

i) no performance provided by Volanza to the Customer under this Agreement, including all Services, may be considered as investment services or activities within the meaning of the legal regulations governing, in particular, investment services and capital markets; in particular, Volanza does not receive or execute in any case, whether directly or indirectly, any trading instructions, does not trade on its own account, does not provide or conduct investment or other advice, research, recommendations or analyses, and does not give or forward to the Customer any trading instructions, does not receive any assets from, or manage any assets for, the Customer, and does not provide any related foreign exchange services;

j) not to use the JoinX Trading Platform and/or the JoinX Account in an abusive way by lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give the Customer an unfair advantage or which the Provider considers as its sole discretion as inappropriate and outside the scope of this Agreement and/or as unfair business conduct;

k) no employees or other workers or representatives of the Provider are authorized to provide services within the meaning of point 4.1.;

l) all trading that the Customer performs through the Services is simulated only and that the execution of a demo trade within the Services provided shall in no way constitute an instruction to trade in real financial markets or with real currency;

m) the funds provided to the Customer for demo trading are not real and that the Customer has no right to deal with them beyond the scope of their use within the Services (in particular that they cannot be used for actual trading), that the Customer is not entitled to withdraw or transfer them, and that Volanza does not in any circumstances receive any funds or other assets from, or manage any funds or other assets for, the Customer within the Services;

n) performance with Volanza is not indicative of trading on real financial markets, and that past performance and demo gains are neither a guarantee nor an indication of any further performance;

o) the demo capital has no monetary value and it's only a part of the Services provided to the Customer and Customer has no actual right, title or ownership to the demo capital, and the Provider has all rights, interest and full ownership to demo capital;

p) The JoinX Account and any and all rights related to the Services that are granted by the Provider to the Customer under this Agreement are personal and only for the personal use of the Customer that means they cannot be transferred or assigned to any third party by contract or otherwise, nor are eligible for inheritance.

q) if the Customers access to the User Area is cancelled for any reason, the Customer shall lose access to the JoinX Account, and therefore to the Services, without being entitled to any compensation upon this Agreement the Customer is obligated to provide Volanza with the business identifiers of the Customer; and

r) In case the Customer concludes this Agreement or accessing the Services as part of his/her business activity in accordance with applicable legal regulations, he/she is obliged to send a notice of this matter to Provider together with the relevant business information of the Customer.

10. CUSTOMER'S ACKNOWLEDGEMENT OF PROCESSING DEMO TRADES DATA

10.1. The Customer acknowledges that Volanza has access to information on the fictional and monetised demo trades performed by the Customer through the JoinX Trading Platform. The Customer grants the Provider a consent to share this information with persons and legal entities that are members of the same group as Volanza or are connected to it otherwise, and also gives the Provider and such persons consent and authorisation to use this information freely and without compensation, including, but not limited to, trade all or some of the demo trades in real financial markets or use them in any other manner. The Customer acknowledges and agrees that such activities could be performed automatically without any further approval, consultation, or any kind of consent by the Customer, without the entitlement to any remuneration or profit with regard to the use of such data by Volanza or persons and other entities that are members of the same group as Volanza or are connected to it otherwise, and without the Customer's entitlement to information about any specific handling of this information.

10.2. The Customer acknowledges and agrees that the amount of the Commission or its payment does not in any case depend on whether or in what manner Volanza or the persons and entities that are members of the same group as Volanza use the information about monetised demo trades.

10.3. The Customer further acknowledges and agrees that the use of the Services under this Agreement is conditional upon granting the approval under this point. The Customer may however interrupt or terminate the use of the Services at any time; this will however not affect the processing and use of any data obtained earlier by the Provider.

10.4. The Customer also acknowledges and agrees that Volanza may trade for its own account, among other things, based on data obtained from the JoinX Account of the Customer. In this regard, the Provider continuously monitors and analyses the trades executed by its Customer in the demo environment and subsequently evaluates whether trades are executed for the Provider's own account, where applicable. This execution occurs without any impact on the Customers and their simulated trading. The Customer is in no way influenced by the trading of Volanza. The Customer receives a Commission from his/her simulated Profit (if there is any) on the JoinX Account according to the provisions as set out in this Agreement, even if the Customer's trades were not executed in the internal trading of the Provider.

11. FORBIDDEN TRADING PRACTICES

11.1. DURING THE MONETISED DEMO TRADING, IT IS PROHIBITED TO:

a. KNOWINGLY OR UNKNOWINGLY USE TRADING STRATEGIES THAT EXPLOIT ERRORS IN THE SERVICES SUCH AS ERRORS IN DISPLAY OF PRICES OR DELAY IN THEIR UPDATE;
b. PERFORM TRADES USING AN EXTERNAL OR SLOW DATA FEED;
c. PERFORM, ALONE OR IN CONCERT WITH ANY OTHER PERSONS, INCLUDING BETWEEN CONNECTED ACCOUNTS, OR ACCOUNTS HELD WITH DIFFERENT JoinX ENTITIES, TRADES OR COMBINATIONS OF TRADES THE PURPOSE OF WHICH IS TO MANIPULATE TRADING, FOR EXAMPLE BY SIMULTANEOUSLY ENTERING INTO OPPOSITE POSITIONS;
d. PERFORM TRADES IN CONTRADICTION WITH THE TERMS AND CONDITIONS OF JoinX AND THE TRADING PLATFORM;
e. USE ANY SOFTWARE, ARTIFICIAL INTELLIGENCE, ULTRA-HIGH SPEED, OR MASS DATA ENTRY WHICH MIGHT MANIPULATE, ABUSE, OR GIVE YOU AN UNFAIR ADVANTAGE WHEN USING OUR SYSTEMS OR SERVICES;
f. PERFORM GAP TRADING BY OPENING TRADE(S): (A) WHEN MAJOR GLOBAL NEWS, MACROECONOMIC EVENT OR CORPORATE REPORTS OR EARNINGS ("EVENTS") ARE SCHEDULED; AND (B) 2 HOURS OR LESS BEFORE A RELEVANT FINANCIAL MARKET IS CLOSED FOR 2 HOURS OR LONGER;
g. OTHERWISE PERFORM TRADES IN CONTRADICTION WITH HOW TRADING IS ACTUALLY PERFORMED IN THE FOREX MARKET OR IN ANY OTHER FINANCIAL MARKET, OR IN A WAY THAT ESTABLISHES JUSTIFIED CONCERNS THAT JoinX MIGHT SUFFER FINANCIAL OR OTHER HARM AS A RESULT OF THE CUSTOMER'S ACTIVITIES (E.G. OVERLEVERAGING, OVEREXPOSURE, ONE-SIDED BETS, ACCOUNT ROLLING). h. USE STRATEGIES KNOWN AS "GRID TRADING" (PLACING BUY AND SELL ORDERS AT REGULAR INTERVALS ABOVE AND BELOW A SET PRICE) OR "MARTINGALE" (INCREASING BET SIZES AFTER A LOSS TO RECOVER LOSSES);
i. ENGAGE IN HIGH-FREQUENCY TRADING (HFT), LATENCY ARBITRAGE, OR LATENCY EXPLOITATION;
j. ENGAGE IN TICK SCALPING OR SCALPING STRATEGIES THAT RELY ON DATA LATENCY OR FEED ERRORS TO GENERATE PROFIT IN A MANNER INCONSISTENT WITH LIVE MARKET CONDITIONS.

11.2. The Customer understands and agrees that all the Services of the Provider are for the Customer's personal use only, meaning that only you personally can access your JoinX Account, JoinX Trading Platform and perform trades. For that reason, you should not, and you agree not to,

(i) allow access to and trading on your JoinX Accounts by any third party nor you shall engage or cooperate with any third party in order to have such third party perform trades for you, whether such third party is a private person or a professional;

(ii) access any third-party Accounts, trade on behalf of any third party or perform any account management or similar services, where you agree to trade, operate or manage the Accounts on behalf of another user, all whether performed as a professional or otherwise. Please note that if you act or behave in contradiction with the aforesaid, the Provider will consider such action/behaviour as a Forbidden Trading Practice with respective consequences as stipulated in this Agreement.

11.3. Furthermore, the Customer shall not exploit the Services by performing trades without applying market standard risk management rules for trading on financial markets, this includes, among others, the following practices

(i) opening substantially larger position sizes compared to Customer's other trades, whether on this or any other Customer's account, or

(ii) opening substantially smaller or larger numbers of positions compared to Customer's other trades, whether on this or any other Customer's account.

11.4. The Customer agrees not to use the JoinX Trading Platform and/or the system in an abusive way by lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give the Customer an unfair advantage or which the Provider considers as its sole discretion as inappropriate and outside the scope of this Agreement and/or as unfair business conduct.

11.5. The Customer shall not use any software for the purpose of automatic/algorithm trading in the JoinX Account. Furthermore, the Customer shall not use or allow the use of a device which is performing transactions in any manner obstructing and/or interfering with the regular and ordinary carrying out of such transactions as contemplated by the Provider (i.e. using expert advice software, auto clicker and similar software).

11.6. The Customer shall comply with the regulations of the forbidden trading practices of Volanza's providers and licensors. The Provider reserves the right to determine, at its own discretion, whether certain trades, practices, strategies, or situations are Forbidden Trading Practices.

11.7. If the Customer engages in any of the Forbidden Trading Practices described herein (i) the Provider may consider it as a failure to meet the conditions of the JoinX Account, (ii) the Provider may remove the transactions that violate the prohibition from the Customer's trading history and/or not count their results in the profits and/or losses achieved by the demo trading, (iii) to immediately cancel all Services provided to the Customer and subsequently terminate this Agreement, or (iv) reduce the offered Commission on the Customer's Account.

11.8. In case when some or all Forbidden Trading Practices are executed on the Customer's JoinX Account, or Accounts of various Customers, or by combining trading through Accounts, then the Provider is entitled to cancel all Services and terminate all respective contracts related to any and all Accounts and/or apply other measures defined in this Agreement. The Provider may exercise any and all actions as set forth in this Agreement at its own discretion.

11.9. If any JoinX Accounts were used for or were involved in the Forbidden Trading Practices, this may and will constitute a breach of respective terms and conditions for this account with a third-party provider and may result in cancellation of all such accounts and termination of respective agreements by the third-party provider.

11.10. If the Customer engages in any of the practices described in this section repeatedly, and Volanza has previously notified the Customer in writing thereof, the Provider may prevent the Customer from accessing all Services or their parts, including access to the User Area and JoinX Trading Platform, without any compensation. In such a case, the Customer is not entitled to any payment.

11.11. The Provider does not bear any responsibility for trading or other investment activities performed by the Customer outside the relationship with Volanza, for example by using data or other information from the User Area, JoinX Trading Platform, or otherwise related to the Services in real trading on financial markets, not even if the Customer uses for such trading the same Trading Platform that the Customer uses for demo trading.

11.12. DEVELOPMENTS IN FINANCIAL MARKETS ARE SUBJECT TO FREQUENT AND ABRUPT CHANGES. TRADING ON FINANCIAL MARKETS MAY NOT BE PROFITABLE AND CAN LEAD TO SIGNIFICANT FINANCIAL LOSSES. ANY PREVIOUS PERFORMANCES AND PROFITS OF THE CUSTOMER'S DEMO TRADING ARE NOT A GUARANTEE OR INDICATION OF ANY FURTHER PERFORMANCE.

12. INTELLECTUAL PROPERTY RIGHTS, USE OF SERVICES AND OTHER CONTENT

12.1. The Services of this Agreement, including but not limited to the JoinX Account, JoinX Trading Platform, the User Area and the Website, their appearance and all applications, data, information, all trademarks, logos, brand names and other similar rights (whether registered or unregistered), multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples and other related content, and any such content located on social networks of Volanza or persons and legal entities that are members of the same group as Volanza (hereinafter referred to as the Content or Intellectual Property Rights), are subject to legal protection under the legal regulations concerning copyright protection and other legal regulations, and are and shall remain the property of the Provider or the licensors of the Provider. The Provider does not grant the Customer any right to use these unless explicitly permitted in advance in a written form. Volanza grants the Customer a limited, non-exclusive, non-transferable, non-assignable, non-passable, and revocable permission to use the Content for the purpose of using the Services for the personal use of the Customer and in accordance with the purpose for which the Services are provided. The Content is not sold or otherwise transferred to the Customer and remains the property of Volanza or its licensors.

12.2. Customer shall not copy, interfere or tamper with, alter, amend, create derivative works of, modify, reverse engineer, decompile, disassemble, or assert any proprietary rights in, the subject matter of the Intellectual Property Rights, unless expressly permitted in advance by the Provider in writing.

12.3. The Customer consents that their whole first name and surname initials can be displayed in the ranking managed by the User Area provider, trades results and other statistical data will be available to third persons.

12.4. The Customer and the Provider undertake to act in accordance with the principles of fair dealing in the execution of the Agreement and in mutual interactions and, so especially, not to damage the good reputation and legitimate interests of the other party.

12.5. Volanza and its affiliates or licensors own and retain all rights, title and interest to the Services, JoinX Trading Platform or any software provided hereunder or any part thereof, including all Intellectual Property Rights thereto.

12.6. Except for the rights expressly defined in this Agreement, the Provider does not grant the Customer any other rights relating to the Services and other Content. The Customer may only use the Services and other Content as determined in this Agreement.

12.7. When accessing the Services and other Content, it is forbidden to:

a) use any equipment that could negatively affect the operation of the Website and Services;
b) create copies or back-ups of the Website and other Content;
c) use any other equipment or instruments, the use of which could cause any damages to the Provider;
d) the misuse of the any errors, bugs, or other defects of the Website and Services;
e) reverse-engineer, decompile, disassemble, or otherwise amend the Website and other Content; f) sell, rent, lend, license, distribute, reproduce, spread, stream, broadcast, or use the Services or other Content otherwise than as permitted;
g) use automated means to view, display, or collect information available via the Website or the Services; and
h) use any other equipment or means the use of which could cause any harm to the Provider.

12.8. If the Customer breaches any limitation or prohibition under this point, the Customer is obliged to indemnify and protect the Provider or companies, which are in a group with Volanza, and their customers, employees, members of statutory authorities, partners, business partners, providers of licenses to these persons or cooperating persons (hereinafter referred to as "Indemnified Persons"), against any claims of third parties against the Indemnified Persons to the extent of the claims or complaints raised by a third party, on the basis of which it is implied that the rights of this third person have been breached or that applicable legal regulation is being violated in relation to the actions of the Customer and the Customer is obliged to pay all damages, including lost profits, legal fees and legal representation and other financial or non-financial claims arising from the claims or complaints of this third party.

12.9. Provisions of point 12. are not meant to relieve the Customer of their consumer rights that may not be excluded lawfully.

13. LIMITATION OF LIABILITY

13.1. THE PROVIDER DOES NOT GUARANTEE SUCCESS IN SERVICES OR ELIGIBILITY FOR MONETISED DEMO ACCOUNTS.

13.2. SUBJECT TO APPLICABLE LAWS, SERVICES OF THE PROVIDER ARE PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND, "WITH ALL FAULTS" AND "AS AVAILABLE". THE USE OF THE SERVICES OF VOLANZA BY THE CUSTOMER IS AT THE SOLE RISK OF THE CUSTOMER. THE PROVIDER AND ITS LICENSORS AND SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION:

(I) ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VULNERABILITIES, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED;

(II) ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; OR

(III) ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; OR

(IV) THAT THE PROVIDER'S SERVICES, OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR ERRORS, THAT ITS CONTENT IS ACCURATE, THAT IT WILL BE UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED.

13.3. THE PROVIDER MAKES NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR:

(I) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICES OR ANY CONTENT;

(II) ANY HARM TO THE COMPUTER SYSTEM OF THE CUSTOMER, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM THE ACCESS TO OR USE OF THE SERVICES OR ANY CONTENT;

(III) THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE SERVICES;

(IV) WHETHER THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS; AND

(V) ANY SECURITY BREACH, SYSTEM VULNERABILITIES OR WEAKNESSES RESULTING BY CODING ERRORS, DESIGN FLAWS ALICIOUS CODE, MALWARE, BOTS, WORMS, TROJANS, BACKDOORS, EXPLOITS, CHEATS, FRAUD, HACKS, HIDDEN DIAGNOSTICS, OR OTHER MECHANISMS TO DISABLE SECURITY OR CONTENT PROTECTION.

13.4. TO THE EXTENTPERMITTED BY THE MANDATORY PROVISIONS OF THE APPLICABLE LEGAL REGULATIONS, VOLANZA IS NOT RESPONSIBLE FOR ANY HARM, INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGE, 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 INSTRUMENT, FUNCTIONALITY, INFORMATION, OR ANY OTHER CONTENT AVAILABLE IN CONNECTION WITH THE USE OF THE SERVICES OR ELSEWHERE ON THE WEBSITE. THE PROVIDER IS NOT RESPONSIBLE FOR ANY PRODUCTS, SERVICES, APPLICATIONS OR OTHER CONTENT OF THIRD PARTIES THAT THE CUSTOMER USES IN CONNECTION WITH THE SERVICES.

13.5. The Customer acknowledges and agrees that the Provider shall not be liable for any losses or gains that may arise from the activities of the Customer or reliance upon information provided through the Websites or Services or the Customer's interaction with other users.

13.6. Volanza shall not be liable for any losses, whether hypothetical or otherwise, incurred through the use of demo or simulated trading Services. The Provider shall not be liable to the Customer or to any third party except by reason of acts that constitute gross negligence, bad faith, or intent to defraud by the Provider.

13.7. The Provider reserves the right to modify, change, replace, add, or remove any elements and functions of the Services and/or the Website at any time without any compensation.

13.8. Volanza shall not be responsible for its failure to provide the Services if that failure occurs due to serious technical or operational reasons beyond its control, in the case of any crisis or imminent crisis, natural disaster, war, insurrection, pandemic, a threat to a large number of people, or any other force majeure event, and/or if the Provider is prevented from providing the Services as a result of any obligations set by a legal regulation or a decision of a competent public authority.

13.9. Volanza is not liable for trading or other investment activities performed by the Customer outside the relationship with the Provider, for example by using data or other information from the JoinX Account, JoinX Trading Platform or otherwise related to the Services in real trading in financial markets, not even if the Customer uses for such trading the same Trading Platform that the Customer has selected for demo trading.

14. CONFIDENTIALITY

14.1. Parties declare that they acknowledge that any kind of information and data concerning this Agreement, the provided Services and any related agreement which they have learnt during their legal relationship are to be handled confidentially and are not to be disclosed to anyone without the prior written approval of the Parties.

14.2. The Provider has devoted a substantial amount of time and effort, and has incurred substantial costs, in developing its trading methods, systems, metrics, feedback, educational materials, training content and strategies made available to the Customer on the Website ("Confidential Information"). Customer agrees that Confidential Information is, in fact, confidential and proprietary to the Provider and made available to the Customer subject to this Agreement and solely as part of the Services.

14.3. The Customer shall not, without the prior written consent of the Provider, except as required by any court, supervisory authority, or administrative agency, use or disclose Confidential Information to any person, other than an employee or agent of the Provider or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of the Customer's activities. In the event the Customer is required to disclose Confidential Information, Customer shall immediately send notice to Volanza of all facts and circumstances surrounding such disclosure including, but not limited to, what Confidential Information was disclosed, to whom such disclosure was made, and the purpose such disclosure was required.

14.4. Each Party hereby undertakes to the other Party to make all relevant employees, agents and subcontractors aware of the confidentiality of the information and provisions of this Agreement and without prejudice to the generality of the foregoing to ensure compliance by such employees, agents and subcontractors with the provisions of this clause.

14.5. The Parties' confidentiality obligation shall remain for an indefinite period after termination of their legal relationship for any reason.

15. BREACH OF CONDITIONS

15.1. If the Customer breaches any provision of these conditions in a manner that may cause the Provider any damages, the Provider may block the Customer from ordering further services and partially or fully limit the Customer's access to all Services including the JoinX Account and the JoinX Trading Platform, without prior notice and compensation.

16. WITHDRAWAL OF THE LEGAL RELATIONSHIP

16.1. If the Customer is a consumer, you have the right to withdraw from the Agreement without giving a reason within fourteen (14) Calendar days from the day of the conclusion of this Agreement.

16.2. If the Customer wishes to exercise the right of withdrawal, you must send a clear statement of your intention to withdraw by electronic mail to the e-mail address defined in point 20.2. You exercise your right of withdrawal in time if you send us your withdrawal notice before the deadline indicated above. You may use the template form for this purpose available at the User Area.

16.3. If you withdraw from the contract, the Provider will reimburse you immediately, but no later than fourteen (14) Calendar days after receipt of your notice of withdrawal, for all consideration paid by the Customer and were not used by the Customer. Just to be clear, there is no reimbursement for previous services which expired or completed / terminated. The Provider will use the same method of payment as the one used for the original transaction for the refund, unless you expressly agree to a different method of payment; you will not incur any additional costs as a result of using this method of refund.

16.4. THE CUSTOMER ACKNOWLEDGES THAT, BY PLACING THE FIRST TRADE ON THE DEMO ACCOUNT, THE CUSTOMER EXPRESSLY DEMAND THE PROVIDER TO START AND COMPLETE THE SERVICES BEFORE THE EXPIRY OF THE PERIOD FOR WITHDRAWAL FROM THE AGREEMENT, AND THEREFORE THE CUSTOMER LOSES HIS/HER RIGHT TO WITHDRAW FROM THIS AGREEMENT.

17. TERM AND TERMINATION OF THIS AGREEMENT

17.1. This Agreement is concluded for an indefinite period. However, this Agreement shall be terminated automatically (i) when the Customer fails to comply with one or multiple conditions as defined in point 6.2., or (ii) when the Customer reaches the Profit Target of the JoinX Account, therefore the JoinX Trading account will be closed and the Customer will be eligible for the Commission (unless there is another active JoinX Trading account in accordance with point 5.2.), or (iii) when one of the Parties terminates this Agreement according to this point. (iv) if the Customer fails to open at least one demo trade during a period of thirty (30) consecutive calendar days.

17.2. Either Party has the right to terminate this Agreement by sending a written notice of termination to the other Party without giving a reason, with effect from the date of delivery of the notice. In such event, the Customer's JoinX Account affected by the termination will be immediately cancelled and all trades thereon shall be closed.

17.3. Upon termination of the Agreement, the Customer may be entitled to a Commission based on his/her trading and the Profit target of the JoinX Account. In such a case, the JoinX Account shall be terminated, on which all trades shall also be closed. Point 8. of this Agreement shall be used respectively for the calculation of the Commission.

17.4. The Customer is not entitled to the Commission or a proportional part thereof in case Volanza terminates this Agreement for the reason that any representation of the Customer defined in point 9.1. proves to be untrue, or the Customer seriously violates any provisions of this Agreement.

17.5. A serious breach of this Agreement, and therefore a circumstance giving rise to immediate termination of this Agreement, shall be deemed to include, but not be limited to:

a) a breach of the obligation to cooperate,
b) an infringement of the intellectual property rights,
c) a breach of the obligation of confidentiality,
d) providing incomplete, untrue or outdated information by the Customer,
e) using trading practices and strategies which are strictly forbidden and defined in the point of the Forbidden Trading Practices.

17.6. In case of termination of this Agreement for any reason, the Parties are obliged to settle with each other in good faith.

18. WAIVER OF RIGHTS

18.1. The failure of the Provider or any third party authorised thereto to enforce or to exercise, at any time or for any period of time any term of or any right or remedy arising pursuant to or under this Agreement shall not constitute, and shall not be construed as, a waiver of such term or right or remedy and shall in no way affect the right of the Provider or any third party authorised thereto to enforce or exercise it later, provided that such right is not time barred, expired or precluded.

19. CONFLICT OF INTERESTS

19.1. The Parties shall take all necessary measures to prevent any situation where the impartial and objective implementation of this Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (“conflict of interests”).

19.2. Any situation constituting or likely to lead to a conflict of interests during the implementation of this Agreement shall be notified to the Provider in writing without any delay. The Parties shall immediately take all the necessary steps to rectify this situation. The Provider reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

20. COMMUNICATION AND CONTACT

20.1. All communication by the Provider or its partners in connection with the execution of this Agreement shall take place through either the User Area or the registered e-mail address of the Customer. Written electronic communication by e-mail or through the User Area is also considered to be written communication.

20.2. All communication from the Customer in connection with the execution of this Agreement shall take place via the following contact e-mail address of Volanza: Trading@joinx.capital or shall be sent in writing to the following contact address: Boulevard Georges, Favon 8, 1204, Geneva, Switzerland.

20.3. If any changes may occur in the data defined by the Parties in this point, the Parties shall notify each other within five (5) days of the change occurring, which shall take effect if the other Party has confirmed it in writing. For any damage caused by failure to provide such notice, the defaulting Party shall be liable.

21. CONSUMER INFORMATION

21.1. Nothing in this Agreement is intended to deprive the Customer who concludes this Agreement or uses the Services as a consumer of the protection afforded by the mandatory laws of a Member State of the European Union or any other jurisdiction. The provisions of this point apply only to Customers who conclude this Agreement or use the Services as consumers.

21.2. If the Services are not provided or do not correspond to what has been agreed, the Customer may file a complaint by sending an email to the Provider. Volanza shall resolve the complaint as soon as possible, but no later than within thirty (30) Calendar days, and will confirm its receipt and settlement to the Customer in writing.

21.3. The Customer has the right to withdraw from the Agreement without giving a reason within fourteen (14) Calendar days of its conclusion by sending a written notice to the e-mail address of Volanza. The Customer may use the sample form available on the User Area. The Provider shall confirm the receipt of the form to the Customer in text form without undue delay. If the Customer starts performing monetised demo trades before the expiry of the specified time limit, the Customer expressly asks the Provider to provide the services before the expiry of the period for withdrawal, as a result of which the Customer loses its rights to withdraw from the Agreement. This point applies only to a consumer who is at the same time an EU resident.

22. COMPLAINTS

22.1. If the Customer has any complaints about the Services of the Provider, the Customer can contact Volanza either in e-mail or over the phone using the customer support contact details provided on the Website.

22.2. If the Customer makes a complaint over the phone, the Provider shall endeavour to investigate and resolve it promptly. If this is not possible, the Provider will always take a record of the complaint and deal with it in accordance with the rules for written complaints.

22.3. The Provider shall respond to the written complaint of the Customer and try to resolve it as soon as possible but in any event within thirty (30) Calendar days. The Provider will always acknowledge receipt of the written complaint of the Customer and will send its response regarding the complaint to the electronic contact details of the Customer.

23. FORCE MAJEURE

23.1. No Party will be deemed to be in breach of this Agreement, nor otherwise liable to the other for any failure or delay in execution of this Agreement if it is due to any event beyond its reasonable control other than strike, lock-out or any kind of disputes, including without limitation, acts of God, war, fire, flood, tempest and national emergencies and the delayed Party shall be entitled to a reasonable extension of time for performing such obligations.

23.2. Any Party faced with force majeure shall formally notify the other Party without any delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.

23.3. The Parties shall take the necessary measures to limit any damage due to force majeure. They shall do their best to resume the implementation of this Agreement.

24. GOVERNING LAW AND DISPUTE RESOLUTION

24.1. The Parties shall try to settle all disputes arising out or in connection with this Agreement in a peaceful manner. In case the dispute cannot be settled peacefully, the Parties stipulate the laws of Switzerland as prevailing and the exclusive competence of the courts of law based on the business seat of Volanza.

24.2. The Parties stipulate that questions not regulated in this Agreement shall be governed by the Swiss legal regulations.

24.3. The provisions of point 24.2. do not deprive the consumers of the protection afforded to them by the mandatory laws of any jurisdiction.

25. FINAL PROVISIONS

25.1. Any amendment to any of the provisions of this Agreement or any related separate agreement shall be in writing upon the mutual agreement of the Parties and shall be signed by duly authorized representatives of each Party.

25.2. Volanza undertakes to process personal data in accordance with its Privacy Policy. If the Customer is a legal entity, the Customer is obligated to acquaint with those documents the individuals to whom the Customer allows the use of the JoinX Account and/or the JoinX Trading Platform under the conditions determined in this Agreement.

25.3. Volanza may assign any claim arising to it under this Agreement or any agreement to a third party without the Customer’s approval. The Customer agrees that Volanza may, as the assignor, transfer its rights and obligations under this Agreement or any agreement (or any parts thereof) to a third party without the approval of the Customer. The Customer is not obliged to transfer or assign the Customer’s rights and obligations under this Agreement or any other agreement (or any parts thereof) or any receivables arising therefrom, in whole or in part, to any third party.

25.4. If any provision of the Agreement 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 Agreement shall be applied and no rights and obligations shall be derived from them for the Parties, and, in addition, they shall not be taken into account in the interpretation of manifestations of the will of the Parties.

25.5. No provisions of this Agreement are not intended to deprive the Customer of those consumer rights which cannot be excluded by law.

25.6. This Agreement constitutes the complete terms and conditions agreed between the Parties and supersede all prior agreements relating to the subject matter of this Agreement, whether verbal or written.

25.7. Prior to the mutual acceptance of this Agreement, the Parties have carefully assessed the possible risks arising from it and accept those risks. The Customer assumes the risk of a change of circumstances.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives after reading and due interpretation as being in full accordance with their will on the undersigned place and date. (updated on Feb 2026)

Place and date:

______________________________	______________________________
Volanza AG **Francine Kouame director** **Provider**	**Customer**

Annex A

Date	XXXX			
TP / Account number	XXX			
Profit Target	xx %			
Reward split %	xx %			
Account size	Xx 000 USD			
Type Challenge passed	xxxxx challenge			
Type of current acc	Monetised Demo account			
ID	xxx			
Consistency rule	In T&C details			

*If this Annex is empty than the account details in the Client area are the applicable conditions