



Pro Trader System Agreement

Introduction

Kavana FX (hereafter referred to as the "Company") operates under the legal framework of Saint Lucia with Registration 2024-00097, with its registered office located at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.

This Agreement is designed to complement all other Operative Agreements between the Company and the Client. Together, these agreements encompass the terms and conditions governing the business relationship between the Client and the Company regarding the provision of services. Termination of any Operative Agreement between the Company and the Client will result in the immediate termination of this Agreement.

Agreement Evolution Please note that the terms and conditions outlined herein are subject to change, amendment, or supplementation over time. The Legal Agreements, which have undergone several revisions, delineate the terms governing the Company's dealings with the client concerning financial instruments.

To participate in this Scheme, a client must have opened a Trading Account with the Company in accordance with the Account Opening Agreement. Additionally, the client must have reached the age of 18 or the legal age applicable in their country of residence, or must not be considered a "minor" in their respective jurisdiction.

The Client is required to thoroughly review the legal agreements governing all trading and non-trading activities with the Company. It is imperative that the Client comprehends and adheres to the terms outlined in these agreements to ensure smooth and compliant interactions with the Company.

Definitions

The following terms shall have the following meanings herein:

"Agreement" means this agreement and any appendices to the agreement hereof.

"Archived KavanaFX Pro-Trader Account" means a Strategy Provider Account or a Follower Account with no financial or trading activity for a set period of 30 (thirty) days as per the Account Opening Agreement of the Company.

"Client" is a natural or legal person accepted by the Company as its Client and to whom the Company shall provide the Primary Services as per the terms and conditions of the Account Opening Agreement. A Client can be either a prospective Strategy Provider or a prospective Follower.

"Company" means Kavana FX is incorporated under the laws of Saint Vincent with Registration 24975 IBC 2018, having its registered office at C/o Suite 305, Griffith Corporate Centre, Beachmont, Box 1510 Kingstown, St. Vincent and the Grenadines

“Copy Ratio” is the ratio determining the size of the Followers’ position copied in relation to the Strategy Provider trade. It is calculated as the Equity Ratio between the Follower and the Strategy Provider multiplied by the chosen Follower Volume Allocation.

“Effective Date” shall mean the date that the Company has approved the prospective Strategy Provider or the prospective Follower.

“Equity” equals to Balance + Floating Profit & Loss + Swap + Commission + Tax

“Follower” is a client who has registered for a Follower Account via the Company’s website and has been assessed and approved as a Follower by the Company under the terms and conditions of this Agreement.

“Pro Trade, Investors” means either the Strategy Provider Account or the Follower Account.

“Law” means the Law which provides for investment services, the exercise of investment activities, the operation of regulated markets and other related matters (L.87(I)/2017) as amended from time to time.

“Losses” include both losses from open and closed trades.

“OTP” shall mean the one-time unique password which can be only provided by a Private Strategy Provider to a Follower who wishes to follow the Private Strategy Provider’s account, and which expires once used by the Follower.

“Operative Agreements” shall mean the agreements entered by the Client and the Company that govern all the Client’s trading activity. Operative Agreements include but are not limited to the Account Opening Agreement, the Terms of Business, the Order Execution Policy and any other agreement and/or policy which is available to the Client via the Company’s website and any appendices and/or addendums thereof, as amended from time to time, as well as any other agreement and/or policy which the Company may be required by the Law and/or any other legislative requirement, to make available to its clients from time to time.

“Parties” shall mean both the Strategy Provider and the Follower which have been approved by the Company as per the provisions of this Agreement.

“Performance Fee” is the fee payable to the Strategy Provider by the Company in the case where the trading strategy followed by the Follower has provided positive results for the Follower.

“Portfolio Management” means managing portfolios in accordance with mandates given by clients on a discretionary client-by-client basis where such portfolios include one or more financial instruments, as per the provisions of the Law.

“Primary Services” means the investment services which the Company is authorized to provide.

“Private Strategy Provider” shall mean a Client elected to open a Private Strategy Provider account with the Company and whose performance is only visible to Followers who access it.

“Profits” include profits from open and closed trades.

“Public Strategy Provider” shall mean a Client who elects to open a Public Strategy Provider account with the Company and whose performance is publicly visible to all Followers. Followers can join a Public Strategy Provider without obtaining the Public Strategy Provider’s prior approval.

“Service” means the KavanaFx Pro-Trader service, offered by the Company on a complimentary basis to the Primary Services provided by the Company under its license.

“Strategy Provider” is a client who has registered for a Strategy Provider Account via the designated page on the Company’s website and has been assessed and approved as a Strategy Provider by the Company per the terms and conditions of this Agreement. A Client can elect to open either a Public or a Private Strategy Provider account.

“Volume Allocation Percentage” is the percentage selected by the Follower, which, alongside his equity ratio between the Follower and the Strategy Provider, is used to determine the volume of the trades to be copied.

All references to a statutory provision include references to:

- (a) Any statutory modification, consolidation or re-enactment of it, whether before or after the Effective Date of this Agreement, for the time being in force;
- (b) All statutory instruments or orders made pursuant to it; and
- (c) Any statutory provision of which that statutory provision is a re-enactment or modification.

-Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

-Unless otherwise stated, reference to a clause, party, appendix or a schedule shall mean a clause or a party, appendix or schedule of this Agreement.

-The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.

General Terms and Conditions: Asset Management Service

The Service provided by the Company is exclusively available to Clients who meet the criteria specified in Clause 4.1 of this Agreement. This Service offers clients the opportunity to engage in a trading strategy facilitated through the platform. Clients can opt to follow one of the approved Strategy Providers, subject to the terms and conditions outlined herein. It is important to highlight that this Service functions as an asset management tool and is therefore considered Portfolio Management.

Clients also have the option to register with the Company as Strategy Providers themselves. They can then choose to publish their trading strategies via a designated page on the Company's website, accessible to any Client interested in becoming their Follower. The terms and conditions governing this arrangement are detailed herein.

Key Points:

- **Service Accessibility:** Restricted to Clients meeting specified criteria (as per Clause 4.1).
- **Trading Strategy Access:** Clients can follow approved Strategy Providers via the platform.
- **Asset Management Tool:** The Service is recognized as a Portfolio Management tool.
- **Client as Strategy Provider:** Clients have the option to register as Strategy Providers.
- **Publishing Trading Strategies:** Strategy Providers can publish their strategies on the Company's website.
- **Follower Engagement:** Clients interested in a Strategy Provider's approach can become Followers.

Client Acceptance Criteria

The Company extends the Service exclusively to clients who meet the following eligibility criteria:

- **Agreement for Primary Services:** Clients who have entered into an agreement for the provision of Primary Services and have been accepted by the Company.
- **Application for Service:** Clients who have applied for the Service through the designated link on the Company's website and/or Client's Cabinets.
- **Appropriateness Test:** Clients who have completed and passed the Appropriateness Test, providing necessary information for assessing their understanding of associated risks with the financial instruments offered.
- **Suitability Test:** Clients who have completed the Suitability Test, providing information for assessing their investment objectives, financial capacity to bear risks, and understanding of risks associated with specific financial instruments.

Client Acknowledgments

The Client acknowledges and confirms:

- The Company's right to decline or refuse Service if the criteria outlined in Clause 4.1 are not met.
- The Company's periodic assessment of appropriateness and suitability, with the right to terminate Service provision if criteria are no longer met.

Additional Information Requirement

The Company reserves the right to request additional information/documentation from the Client at any time during the term of this Agreement or the business relationship.

Acknowledgments by the Parties

The Parties acknowledge and accept:

- Governance of the relationship by the terms and conditions outlined in this Agreement and all other Operative Agreements available on the Company's website.
- Recognition of the Service as an asset management tool, constituting Portfolio Management.
- Understanding and acceptance of inherent risks in CFDs trading, as specified in the Risk Disclosure document on the Company's website.
- Absence of guarantee for past rates of return by a Strategy Provider.
- Sole use of any Service-related information by the Strategy Provider or Follower for their own account.
- Variation in profit and loss ratios between Strategy Providers and Followers.
- Option for the Client to cease portfolio management service if the current profit and loss ratio does not align with investment objectives.

Representations and Warranties

The Parties hereby confirm that all information provided in the Suitability Test is accurate and not misleading. They agree to promptly inform the Company of any material changes to their personal circumstances or financial situation that may affect the outcome of their suitability assessment.

The Company will assess suitability based on the information provided and shall not be liable for losses due to the Parties' negligence in providing accurate information.

The Follower acknowledges that the decision to accept or reject a Proposal from a Strategy Provider is at their discretion.

Strategy Provider Account Registration

A Client seeking to register as a Strategy Provider must complete a Strategy Provider Account Opening Form. Failure to meet the eligibility criteria outlined in Clause 4.1 will prevent registration.

Suitability Test:

Upon registering, the Client must complete the Suitability Test, with criteria outlined in Clause 4.1(c). Failure to pass the test will result in denial. The test is automated and assesses:

- Minimum Balance: \$300
- Minimum Total Trade Count: 20
- Positive Total Profit

Requirements:

The Strategy Provider must provide:

- Strategy Name
- Avatar Upload (optional)
- Trading Strategy Description
- Account Settings (Private or Public)
- Performance Fee Specification (Minimum 10%, Maximum 50%)
- Failure to provide this information within 20 calendar days may lead to account rejection.

Approval Process:

The Company will evaluate the Strategy Provider based on specified criteria and notify them of acceptance. Failure to meet requirements (except Avatar upload) will result in denial.

The Strategy Provider's suitability will be assessed semi-annually. Failure to maintain eligibility under Clause 4.1 will result in Service termination and removal of their trading strategy.

Confirmation and Activation:

Upon acceptance, the Strategy Provider will receive a confirmation email with login details. Unless specified otherwise, the Strategy Provider's Account will be public on the designated page.

Inactivity for 60 days will result in automatic archival.

Account Funding:

The minimum opening deposit is \$300, required before Follower engagement.

Allowed Positions:

The Strategy Provider may open:

- Buy
- Sell
- Buy and Sell Limit
- Buy and Sell Stop
- Take Profit
- Stop Loss

Strategy Provider's Proposal

A Strategy Provider Proposal is a consent for Followers to follow their trading strategies. Each Proposal consists of a set of parameters selected by the Strategy Provider himself, and the Company shall use this information for the calculation of the remuneration of the Strategy Provider, as well as set the conditions for the formation and operation of the Strategy Provider Accounts.

The Follower acknowledges, understands and confirms that acceptance or rejection of any Strategy Provider Proposal is an entirely voluntary decision of the Follower and does not entail the conclusion of any contract, material reciprocal relationship or any other commitment binding the Company, Strategy Providers and Followers.

The Strategy Provider Proposal parameters are the following:

- Strategy Name – The Strategy Provider must agree to and abide by the KavanaFX-ProTrader Code of Conduct.
- Public or Private Strategy Provider Account Profile.
- Performance Fee – Percentage of profits payable to the Strategy Provider.

Terms and Conditions

The Strategy Provider can make a Proposal to Followers to follow his trading strategies by setting the Proposal parameters as per Clause 8 of this Agreement. The Follower may accept this Proposal at his discretion and assessment.

The Strategy Provider has the ability to:

- A. Carry out trading transactions on Strategy Provider accounts on the instruments offered by the Company under the Service;
- B. Use Expert Advisors to carry out trading transactions;
 - (a) Establish the Strategy Provider Proposal;
- C. Determine the Strategy Type of the Strategy Provider Account;
- D. Determine the Performance Fee – this is the fee charged to Follower(s) based on the percentage of any profit made for the Follower that is payable;
- E. To the Strategy Provider as his Performance Fee;
 - (a) Withdraw funds from his Strategy Provider Account at any given time;
- F. The Strategy Provider cannot request the deposit or withdrawal of funds to or from the Follower Accounts.

All Kavana FX Pro- Trade account calculations, deposit and withdrawal of funds, and crediting and debiting of Performance fees are performed by the Company.

The Follower has the ability to:

- (a) Select a Level of Risk.
- (b) Select a Volume Allocation Percentage.
- (c) Close copied trades in the Follower Account. No other trade modifications are permitted including but not limited to opening trades on their Follower Account.
- (d) Withdraw funds from his Follower Account at any given time.

The Service is not available to Joint Accounts Holders.

The Strategy Provider is not allowed to have any direct contact with a Follower i.e., through telecommunications and/or any form of electronic communication other than the one specified under the terms and conditions of this Agreement. The Strategy Provider's relationship with the Follower shall be limited to making available his Strategy Provider Proposal to prospective Followers.

The Follower has the option to follow a Strategy Provider during the trading activity of the Strategy Provider, i.e., the Strategy Provider might have open trades prior to the Follower choosing to follow him. It is understood that any open trades which were opened before the Follower chose to follow a Strategy Provider, those trades will not be opened on the Follower Account. The Follower shall be able to copy any subsequent trades opened by the Strategy Provider. It is further understood that the ratio between profits and losses of the Strategy Provider shall not be the same as the ratio between profits and losses of the Follower.

The Follower will receive a Margin Call in case the minimum margin requirement to cover any open copied trades is insufficient. The Follower shall be responsible for monitoring his Follower Account and ensuring that the minimum margin requirement is met. It is noted that in case of insufficient margin in the Follower Account, the Follower will be stopped out. The Follower acknowledges and understands that he shall have no right to claim for any losses arising out of his failure to maintain the margin requirement i.e. the Follower being stopped out due to failure to maintain the margin requirement whereas the Strategy Provider was at a profitable position in the time of closing his positions.

Code of Conduct

The Code of Conduct for Strategy Providers and Followers within Kavana FX is a comprehensive set of guidelines designed to ensure ethical behavior, transparency, and fairness in all interactions and transactions facilitated by the platform. By adhering to these principles, both Strategy Providers and Followers can maintain trust, integrity, and accountability throughout their engagement with the service.

Unsolicited Advertising: Strategy Providers are prohibited from engaging in any form of unsolicited or unauthorized commercial advertising or promotional activities. This includes refraining from sending unsolicited emails, messages, or any other form of solicitation to potential Followers.

Referral Limitations: Strategy Providers must refrain from referring to other Strategy Provider Accounts or external internet sources within their communications or published materials. This ensures that Followers are not misled or influenced by external factors when evaluating a Strategy Provider's performance.

Privacy Protection: Strategy Providers are strictly prohibited from disclosing any identifiable information about their Followers to third parties. This includes email addresses, URL addresses, Skype IDs, telephone numbers, personal account details, or any other form of identification without explicit consent from the Follower.

Identity Representation: Strategy Providers must accurately represent themselves and their trading activities without impersonating or misrepresenting their identity. This includes refraining from falsely stating affiliations with Kavana FX or misrepresenting their expertise or experience in the financial markets.

Intellectual Property Rights: Strategy Providers are required to respect and uphold the intellectual property rights of Kavana FX and third parties. This includes refraining from violating copyrights, patents, trademarks, or other proprietary rights when sharing content or materials on the platform.

Guarantees and Projections: Strategy Providers must refrain from making any promises or guarantees regarding investment returns, profits, or risk levels to Followers. This includes avoiding statements that imply certainty or unrealistic projections of future performance.

Company Representation: Strategy Providers are prohibited from making statements or representations on behalf of Kavana FX outside the scope of their engagement. This ensures that Strategy Providers do not create false expectations or mislead Followers about the company's policies or services.

Respectful Communication: Strategy Providers must maintain respectful and professional communication at all times, refraining from using threatening, abusive, harassing, defamatory, or offensive language or content.

Follower Account Registration

The process of registering as a Follower on Kavana FX involves several steps to ensure that individuals meet the necessary criteria and understand the risks and responsibilities associated with following a Strategy Provider.

Eligibility Criteria: To become a Follower, individuals must meet the eligibility criteria outlined by Kavana FX, which includes entering into an agreement for the provision of primary services, completing the appropriateness and suitability tests, and providing necessary information for assessment.

Appropriate Testing: Prospective Followers are required to undergo appropriateness and suitability tests to assess their understanding of financial instruments, investment objectives, and risk tolerance. These tests help Kavana FX determine whether individuals are suitable candidates for the service.

Application Process: Once individuals meet the eligibility criteria and pass the appropriate tests, they can apply to become a Follower through the designated link on Kavana FX's website or client cabinets.

Confirmation and Acceptance: Upon successful application, individuals receive a confirmation email from Kavana FX, indicating their acceptance as a Follower. This confirmation includes login details and further instructions on accessing the service.

Account Limitations: Followers are subject to certain limitations, including the number of active Follower Accounts they can maintain and the number of Strategy Providers they can follow simultaneously. These limitations help manage risk and ensure optimal performance for all participants.

Risk Level and Allocation: Followers are required to select a risk level and allocate a percentage of their account for copying trades from the chosen Strategy Provider. These settings help Followers manage their exposure and align their investment goals with their risk tolerance.

Ongoing Assessment: Kavana FX conducts semi-annual assessments of Followers to ensure continued eligibility for the service. If a Follower no longer meets the eligibility criteria or fails to comply with the terms of the agreement, Kavana FX may terminate their access to the service.

Confirmation and Communication: Kavana FX communicates important information and updates to Followers through email notifications, client cabinets, and other designated channels. This ensures that Followers stay informed about changes, developments, and account status.

Deposit and Withdrawals

Kavana FX provides streamlined processes for depositing and withdrawing funds, ensuring convenience, security, and transparency for all participants.

Deposit Procedures: Clients can initiate deposits through their Kavana FX client cabinet using various payment methods accepted by the company. The deposited funds must meet the minimum deposit requirements specified for each account type.

Withdrawal Requests: Clients can submit withdrawal requests through their client cabinet, specifying the desired amount and preferred withdrawal method. Kavana FX processes withdrawal requests promptly, adhering to the withdrawal conditions outlined on the company's website.

Verification and Security: Kavana FX employs robust verification measures to ensure the security and legitimacy of deposit and withdrawal transactions. Clients may be required to provide additional information or documentation to verify their identity and comply with regulatory requirements.

Transaction Processing: Deposit and withdrawal transactions are processed efficiently by Kavana FX's financial team, with funds transferred to or from clients' accounts in a timely manner. Any delays or issues with transactions are promptly addressed by Kavana FX's customer support team.

Transaction Records: Kavana FX maintains detailed records of all deposit and withdrawal transactions, providing clients with access to their transaction history and account statements through their client cabinet. This transparency enables clients to track their financial activities and account balances effectively.

Security Measures: Kavana FX implements stringent security measures to safeguard clients' funds and personal information against unauthorized access or fraudulent activities. These measures include encryption protocols, firewall protection, and regular security audits to maintain compliance with industry standards.

Customer Support: Kavana FX offers dedicated customer support services to assist clients with deposit and withdrawal inquiries, resolve issues, and provide guidance on transaction processes. Clients can contact the support team via email, live chat, or phone for prompt assistance.

Copy Ratio

The Copy Ratio mechanism within Kavana FX determines the size of trades copied from Strategy Providers to Followers' accounts, ensuring proportional allocation and risk management.

Definition: The Copy Ratio represents the ratio between the size of trades executed by a Strategy Provider and the corresponding trades copied to a Follower's account. It is calculated based on the equity ratio between the Follower and the Strategy Provider, along with the chosen Follower Volume Allocation.

Dynamic Calculation: The Copy Ratio is recalculated dynamically for each trade based on changes in equity ratios and volume allocations. This ensures that trades are copied accurately and proportionally to reflect changes in account balances and risk preferences.

Volume Allocation: Followers can adjust their volume allocation settings to specify the percentage of their account equity used for copying trades. This flexibility allows Followers to customize their risk exposure and investment strategy according to their preferences.

Minimum Trade Size: If the position size calculated based on the Copy Ratio falls below the minimum tradeable volume specified by Kavana FX, the trade will be executed at the minimum trade size to ensure compliance with trading regulations and liquidity constraints.

Rounding Mechanism: The position size of copied trades may be rounded up or down to the nearest hundredth to accommodate fractional lot sizes. This rounding mechanism ensures precision and consistency in trade execution across different account balances and volume allocations.

Trade Execution: Copied trades are executed simultaneously on both the Strategy Provider's and Follower's accounts, subject to market conditions and liquidity availability. However, variations in execution prices or timing may occur due to market volatility or other factors beyond Kavana FX's control.

Risk Management: Followers are responsible for assessing the trading strategy of Strategy Providers and adjusting their volume allocations accordingly to manage risk effectively. Kavana FX provides tools and resources to help Followers make informed decisions and monitor their copied trades.

Performance Fee

The Performance Fee structure implemented by Kavana FX incentivizes Strategy Providers to deliver positive returns to their Followers while aligning their interests with the overall performance of the platform.

Fee Percentage: Strategy Providers select a Performance Fee percentage at the time of opening their accounts, up to a maximum of 50%. This fee represents the share of profits earned by Followers through successful trades executed by the Strategy Provider.

Fee Administration: Kavana FX administers the calculation and distribution of Performance Fees, deducting the applicable fee from Followers' accounts when positive performance is achieved. The collected fees are then transferred to Strategy Providers as compensation for their services.

Profit-Based Model: The Performance Fee calculation is based on the duration of the investment period, covering the time from the last Performance Fee payout to the current date. This model ensures that Strategy Providers are rewarded for sustained performance over time rather than short-term gains.

Fee Payment Schedule: Performance Fees are distributed to Strategy Providers on a regular basis, typically every other Sunday or upon withdrawal requests by Followers. This predictable payment schedule provides transparency and consistency for both Strategy Providers and Followers.

Automatic Processing: Performance Fee calculations, deposits, withdrawals, and fee debiting are performed automatically by Kavana FX's platform, ensuring accuracy and efficiency in financial transactions. Clients can view their fee statements and transaction history through their client cabinet for transparency.

Statement Reporting: Kavana FX provides detailed statements and reports to Strategy Providers and Followers, reflecting Performance Fee transactions, account balances, and performance metrics. These reports enable clients to track their earnings, monitor fee payments, and assess overall profitability.

Archived Account

Kavana FX reserves the right to archive accounts under certain circumstances, ensuring compliance with regulatory requirements and maintaining operational efficiency.

Account Archiving: Kavana FX may archive Strategy Provider or Follower accounts in accordance with the terms outlined in the Account Opening Agreement. Account archiving involves removing accounts from public listings and disconnecting associated accounts to streamline platform operations.

Reasons for Archiving: Accounts may be archived due to inactivity, non-compliance with platform policies, or other factors that warrant account closure. Archiving accounts helps Kavana FX maintain a clean and efficient platform environment while preserving data integrity and security.

Restoration Process: Clients who wish to restore archived accounts can request reinstatement by contacting Kavana FX's support department. However, account restoration is subject to the company's discretion and may be granted based on the specific circumstances and compliance considerations.

Termination vs. Archiving: It's important to distinguish between account termination and archiving, as terminated accounts may be subject to different procedures and conditions. Archiving allows for temporary suspension or removal of accounts without permanently closing them, providing flexibility for future reinstatement.

Exclusion of Liability

Kavana FX operates under a comprehensive liability framework to protect both the company and its clients from potential losses or disputes arising from platform activities.

Limited Liability: Kavana FX assumes limited liability for losses, expenses, costs, or liabilities incurred by Strategy Providers or Followers unless such losses result from gross negligence, fraud, or failure to fulfill obligations under the agreement.

Conflict Resolution: Kavana FX does not assume liability for conflicts or disputes between Strategy Providers and Followers, as these issues may arise from individual interactions or transactions facilitated by the platform. Clients are encouraged to resolve disputes amicably or seek legal recourse if necessary.

Legal Obligations: Kavana FX acknowledges its legal obligations under applicable laws, statutes, and common law principles but does not assume liability for obligations that fall outside the scope of its contractual agreements with clients.

Confidentiality

Kavana FX is committed to maintaining the confidentiality of client information and adhering to strict privacy standards to protect sensitive data.

Data Protection: Kavana FX safeguards all client information received through the platform and ensures that it remains confidential and secure. This includes personal data, financial records, and transactional information shared by clients during account registration and trading activities.

Non-Disclosure: Kavana FX does not disclose personal information about clients to third parties without their consent, except as required by law or regulatory authorities. This ensures that client privacy is respected and protected at all times.

Employee Access: Kavana FX restricts access to client information to authorized employees and personnel who require access for legitimate business purposes. All employees are bound by confidentiality agreements and ethical standards to prevent unauthorized disclosure of client data.

Regulatory Compliance: Kavana FX complies with data protection regulations and privacy laws applicable to its operations, ensuring that client information is handled in accordance with legal requirements and industry standards.

Prohibited Trading

Kavana FX prohibits certain trading practices and activities that may undermine the integrity or fairness of the platform, ensuring a level playing field for all participants.

Prohibited Techniques: Kavana FX prohibits trading techniques commonly known as "arbitrage trading," "picking/sniping," or any other abusive strategies aimed at exploiting market conditions for riskless profit. These techniques may distort market prices or create unfair advantages for certain participants.

Abusive Strategies: Kavana FX prohibits abusive trading strategies that manipulate market conditions or exploit vulnerabilities in the trading system. This includes engaging in activities that disrupt normal market operations or compromise the integrity of trading mechanisms.

Account Termination: Kavana FX reserves the right to terminate accounts and suspend trading activities if clients are found to engage in prohibited trading practices. This ensures that the platform remains fair, transparent, and compliant with regulatory standards.

Penalties and Confiscation: Clients found to violate trading rules may be subject to penalties, including account closure, confiscation of profits, or forfeiture of deposits. These measures deter abusive behavior and protect the interests of legitimate traders on the platform.

Term

The term of the agreement between Kavana FX and its clients commences upon the effective date of the agreement and remains in force until terminated under specific conditions outlined in the agreement.

Effective Date: The agreement becomes effective upon acceptance by both parties, as indicated by the execution of the contract or the commencement of trading activities on the platform.

Termination Clause: The agreement may be terminated under various circumstances, including client requests, non-compliance with platform policies, or regulatory requirements. Kavana FX reserves the right to terminate the agreement with or without cause, subject to notice requirements and legal obligations.

Amendment Authority: Kavana FX retains the unilateral right to amend the terms and conditions of the agreement at its discretion, without client consent. Clients are notified of any changes through designated channels, and their continued use of the platform constitutes acceptance of the modified terms.

Termination Procedures: The termination process may involve client notifications, account closures, or suspension of trading activities, depending on the nature of the termination and the reasons for termination.

Legal Compliance: Kavana FX ensures that termination procedures comply with relevant laws, regulations, and contractual obligations to protect the rights and interests of both parties.

Dispute Resolution: In the event of disputes or disagreements regarding termination, clients may seek recourse through legal channels or alternative dispute resolution mechanisms, as outlined in the agreement.

Amendment and Termination

Kavana FX reserves the right to amend or terminate the terms and conditions of the agreement in accordance with its policies and regulatory requirements.

Amendment Authority: Kavana FX has the discretion to amend the terms and conditions of the agreement at any time without client consent. Amendments may be made to address regulatory changes, operational requirements, or business considerations.

Notice Requirement: Kavana FX provides clients with notice of any amendments to the agreement through designated channels, such as email notifications, website announcements, or client dashboards. Clients are advised to review the amended terms and conditions and acknowledge their acceptance.

Client Acknowledgment: Clients are deemed to accept the amended terms and conditions by continuing to use the platform or engaging in trading activities after receiving notice of the amendments. This constitutes a legally binding agreement between the parties.

Termination Procedures: Kavana FX may terminate the agreement with clients under certain circumstances, including non-compliance with platform policies, regulatory violations, or fraudulent activities. Termination procedures are conducted in accordance with established protocols and legal requirements.

Client Rights: Clients retain the right to terminate the agreement at any time by following the specified procedures outlined in the agreement. Kavana FX respects clients' decisions to discontinue their participation in the platform and facilitates the termination process accordingly.

Legal Compliance: Kavana FX ensures that all amendment and termination procedures comply with applicable laws, regulations, and contractual obligations to protect the rights and interests of both parties.

Government Language

The terms and conditions of the agreement, along with all operational agreements and policies, are drafted in English for clarity and consistency.

Official Language: English is the official language used for drafting legal documents, contracts, and operational agreements within Kavana FX. This ensures uniformity and standardization in communication and interpretation.

Translation Services: Kavana FX may provide translations of the agreement and other documents for the convenience of clients who are not proficient in English. However, these translations are provided for reference purposes only, and the English version prevails in case of any discrepancies or inconsistencies.

Legal Precedence: In the event of any inconsistency or discrepancy between the English version of the agreement and its translations into other languages, the English version shall prevail. This ensures that legal interpretations and enforcement actions are based on the original English texts.

Important Note

Kavana FX reserves the right to suspend client accounts or terminate agreements at its discretion, without liability for any resulting losses or damages.

Account Suspension: Kavana FX may suspend client accounts temporarily or indefinitely if it suspects fraudulent activities, non-compliance with platform policies, or other violations of the agreement.

Liability Exclusion: Kavana FX assumes no responsibility or liability for losses incurred by clients as a result of account suspension or termination. Clients are advised to adhere to platform policies and regulatory requirements to avoid disruptions to their trading activities.

Client Consent: By agreeing to the terms and conditions of the agreement, clients acknowledge and accept Kavana FX's authority to suspend or terminate accounts as necessary to maintain the integrity and security of the platform.

Legal Recourse: Clients retain the right to seek legal recourse or dispute resolution mechanisms if they believe that account suspension or termination was unjustified or unlawful. Kavana FX cooperates with regulatory authorities and legal entities to address client concerns and resolve disputes effectively.