



CLIENT Agreement

This Client Agreement ("Agreement") is entered by and between the Company and the client.

- The KavanaFX company's registered office is located at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.
- The whole agreement between Company and the Client includes the client agreement, terms of business, the privacy policy, the regulations of non-trading operations and any other document in the "legal" section of the website. All of the above may change, amend or be supplemented over time. The Legal Agreements, which have been amended several times, set out the terms upon which the Company shall deal with the client in respect of Instruments.
- The Client must carefully read the legal agreements that govern all of the client's trading activity and non-trading operations with the Company. The Company must reveal the subjects that are under the applicable regulations to the client.

Account activation

As soon as the Company receives the client's registration form, the Company must activate the "client cabin" and notify the client. However, before the activation:

The Company must confirm the client's identity;

The client's deposit and/or withdrawal methods must be approved by the Company (and KavanaFX (www.Kavanafx.com) is registered under laws of Saint Lucia and the Grenadines under registration number 2024-00097

The client must accept the legal agreement.

The Company has the right to accept or reject any client at its absolute discretion, even if the Company completely received the requested documents.

The Company has the right to ask for the minimum or maximum initial deposit before allowing the client to use the trading accounts.

After the account activation, the client must always be able to see the account balance in the client cabin and have the right to withdraw the same amount. Services

- Considering the legal agreements, the Company must offer the following services to the client:
 - Receive, transmit and execute the client's orders in financial instruments.
 - Provide foreign currency services provided they are associated with the provision of the investment service of the clause.
 - Providing security and management of financial instruments for client's account, and in case of being applicable, including custodianship and related services such as cash/collateral management.

- To enable the client's access to some investment research data that may be relevant to the client's activities.
- Considering the legal agreements, based on the company's website's determined instruments, the Company may enter into transactions with the client.
- The Company must perform all of the client's transactions on an execution-only basis. The Company is allowed to perform the client's transactions, even if they are unsuitable for him/her.
- The Company is not obligated to monitor and advise the client about transactions, making margin calls or closing the client's positions unless agreed in the legal agreements.
- The client is not allowed to ask the Company for advice about investments, and the Company shall not force or encourage the client to make a specific investment or transaction.
- The Company shall not deliver the underlying physical assets to the client after the related transactions; after the completion of transactions, the client will only receive profits or will lose money which will be withdrawn from his/her trading account.
- The Company shall not offer any advice or guidance about specific transactions.
- The Company can sometimes issue some recommendations on its website. The client must be aware that:
 - The issued information is not a piece of investment advice, and they only help the clients to make better decisions;
 - if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the client agrees that he shall not pass it on to any such person or category of persons;
- the Company does not guarantee the correctness and perfection of such information and does not provide information about the tax consequences of any transaction;
- the Company does not guarantee the precise time of receiving such information, and different clients may receive them sooner or later.

This published information may appear in one or more screen information services.

- This information only helps the client make his own decisions and does not contain any advice for investment or advertisements.
- The Company does not pay attention to the rules of different countries where the clients may live when it publishes this information, and the client is responsible for considering the rules.

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- The Company have the right to ask the client about his/her knowledge and experience in financial markets to evaluate the appropriateness of services or products for the client, and the client is obligated to express this information. Sometimes, the client does not want to provide this information to the Company or even provide wrong or incomplete information. In this case, the Company cannot provide appropriate services for the client. The Company always assumes that the provided information about the client's experience and skills are true. Therefore, the Company is not responsible for the insufficient, incomplete or misleading information that may be sent to the client.

- The Company has the right to stop offering services to the client at any time, at its discretion, and is not obligated to explain the reasons. Also, the Company has the right to change, suspend, delay and amend its services when facing abnormal market conditions, and the client accepts all of the above conditions.

- The Company evaluates the sizes of the client's trade requests. When the Company cannot execute a specific trade due to its large size and market conditions, then at the Company's sole discretion, the request may not be executed completely, or the entire order may be cancelled.

- Different information such as news and market commentary may sometimes be changed or deleted without prior notice.

- The client understands, confirms and accepts herein that any and/or all of his/her trading histories in MetaTrader 4 and/or MetaTrader

- Platforms may at any time and without prior written consent and/or notice to the client.

- The records of all trading and non-trading activities shall be maintained for at least two years by the Company after the termination of the business relationship with the client, and they are applicable to legislative requirements.

- If the Company suspects any kind of fraud, manipulation or arbitrage in the client's account(s) or finds that misconfigurations or technical errors led to some transactions, it has the right to undo, close and suspend any transaction. In this situation, the Company can withdraw any profits that have been earned by inappropriate methods and charge the related costs from the client's account. Also, the Company is not responsible for the losses in case of closing positions, imposing suspensions and unwinding the client's activities.

- Based on the common reporting standards, the client accepts to submit all the necessary information about himself/herself to the Company (name, name, address, jurisdiction of residence, date and place of the birth, account number of the client, and any other necessary documents and information at the request of the Company). The client accepts to submit his/her personal information to the Company according to the law, and they will be used for identification, administrative and business aims. Based on this agreement and under legal obligations, the Company has the right to send this information to auditors, lawyers, financial consultants, and other service providers and counter-agents contracted by the Company. Commissions, charges and different costs

- The client is obligated to pay commissions, charges and any other costs which are specified in the trading conditions section in contract specifications. The Company must indicate all the current commissions and charges on its website.

- The Company has the right to change commissions, costs and charges from time to time without sending prior notice to the client. The changed commissions, charges and costs will always be shown on the Company's website.

- The Company is allowed to sometimes deal on the client's behalf with people with whom the Company has a soft commission agreement which enables the Company (or a member of the Company) to receive goods or services in return for transacting investment business with such persons or others. Based on the Company's policy about such agreements, it must be ensured that such arrangements operate in the best possible way for the client's interest; for example, because the arrangements enable information and other advantages which would not be otherwise available.

- The client agrees to receive notifications if the Company pays commissions/fees to any third party who introduced the client or acts on behalf of the client.

- The client accepts that if his/her remaining trading account balance equals 1 Euro and the trading account is closed or inactive for 90 days or more, then the Company, at its discretion, is allowed to withdraw the remaining account balance and donate it to charity.

- The client agrees to pay all stamp costs in relation to this agreement and other documents which may be necessary for executing the transactions.

- Only the client is responsible for filings, tax returns and reports to the authorities. The client must pay all the taxes in relation to any transaction (including but not limited to any transfer or value-added taxes).

- When the client has a withdrawal request without doing any trading activity after her/his last deposit, if the company identifies any kind of abuse, it has the right to:

- Charge the client for the same amount of deposit fees

. Charge 3% of the total withdrawal amount. In this case, the Company must notify the client via email about this process and the charges.

- When the client has not been active for 6 consecutive months or more based on the last client's trading activity, the Company may charge the client for 5 USD monthly or the equivalent of 5 USD with other currencies for each account.

. Client's funds are held on the Company's accounts, including segregated accounts opened in the Company's name for holding Client funds separate from the Company's funds.

- The client accepts that the Company does not pay interest for the money deposited in the client's account.

- The Company can convert any currencies when necessary or for the intended purposes based on its rights in the legal agreements without any prior notice. These conversions may happen based on the rates that the Company specifies regarding the common rates in the market.

- The client is responsible for all the risks pertaining to foreign currency exchanges arising from any transaction or the compliance by the Company with its obligations or the exercise by it of its rights under the legal agreements.

- The client can always deposit money to his/her trading account.

- Deposits and withdrawals to/from the trading accounts are executed based on the rules of the non-trading operation.

- When the account balance of the client is not enough to pay an obligated amount to the Company, the client must pay the excess amount within 2 working days.

- The KavanaFX company is registered with laws Saint Vincent and the Grenadines under the registration number 24975 IBC 2018. The client accepts that when it is due time to pay a sum to the Company, and the required funds have not yet been transferred to the client's trading account, the Company can act as if the client has not fulfilled the payment to the Company and it can exercise its rights under the agreement (the Company can close the client's positions and execute other solutions in the agreement).

- The Company must regularly update its active payment systems on the deposit and withdrawal section. All the payment systems may not be available in some countries, so the available and active ones must be accessible from the client's cabin.

LIMITATIONS OF LIABILITY AND INDEMNITY

- Sometimes the Company may provide the client with some information, advice and recommendations, but the Company is not responsible if the client cannot make a profit using the information. The client accepts that, when there is no proof of fraud or egregious negligence, the Company is not responsible for any losses and expenses that may be imposed on the client for the inaccurate information that the client receives from the Company. Based on the legal agreements, all the transactions that are made after such inaccuracies or mistakes remain valid and binding, and the Company does not close or void them.

- Based on the following subjects, the Company is not responsible for the losses and expenses that are imposed on the client:

- Any failure or error in the trading platform operation or any delays caused by the client terminal;

- The transactions that are made via the client terminal;

- When the Company fails to perform a task or obligations in the legal agreement as a result of a situation that is out of its control;

- Activities, mistakes or negligence of different third parties.

- Based on the client's obligations in the legal agreements, the client must compensate for any costs and expenses that the Company may suffer from the client's direct or indirect activities.

- On no occasion, the Company is responsible for the client's direct or indirect losses, loss of profit or opportunity (about market movements), costs, expenses or damages that the client may suffer based on the legal agreement, unless these terms are specified in terms of business.

AMENDMENT AND TERMINATION

- The client accepts that the Company has the right to change the terms and conditions of the legal agreements from time to time.

- The Client and the Company can both terminate this agreement by giving each other a written statement.

- After the termination of this agreement, the Company has the right to prevent the client's access to the trading platforms.

- After the termination of this agreement, the client must immediately pay all the expenses, including but not limited to:

- All of the commissions, charges and outstanding fees;

- All of the expenses caused by the termination of this agreement and the costs related to transferring client's investments to other brokers;

- All of the expenses and losses caused by closing the transactions and settling or concluding outstanding obligations incurred by the Company on the client's behalf.
- Based on the legal agreements, the Company has the right at its absolute discretion to deactivate the client's account when seeing uncommon and wrong numbers of requests from the client, which put high pressure on the Company's servers and may have negative effects on the trading activities of other clients. These requests include but are not limited to invalid stops and modifications, wrong TP or SL, a very high number of orders, and invalid requests when there are not sufficient funds in the client's account.

PERSONAL DATA AND RECORDING OF TELEPHONE CALLS

- The Company has the right to use, store or process the client's personal information in connection with provisions of the services.
- When a client is a person and requests to receive a copy of all of the information that the company stores about him/her, the Company is obligated to send him the requested information, and the client must pay the related fee.
- The client accepts and consents to the Company to send his/her personal information to different third parties for various purposes such as effectively implementing services or performing operational tasks like transferring money to the client.
- The Company records its telephone conversations with the client. The client accepts that these conversations are the property of the Company and may be used as evidence of instructions/requests from the client. The client also accepts that the Company has the right to send a copy of these recordings to any court or authority.

CONSENT TO DIRECT CONTACT

The client agrees with the policy of the Company to sometimes make direct contacts with the client via telephone or through other ways for the purpose of marketing financial services and products.

CONFIDENTIALITY AND WAIVER

The Company must keep the client's personal data confidential, and this information must only be used for subjects related to the provisions of the services. This information is not legally in possession of the Company and shall not be publicly issued, and the Company must keep them safe. This confidential information can only be revealed to other people in the following situations:

- When the authorities, regulatory, courts or other entities with jurisdiction over the Company request a copy of them according to law;
- When it is necessary to investigate them to prevent fraud or illegal activities;
- They can be revealed to the members of the Company and the personnel who may need the information to do their duties based on the legal agreements and also to the third parties in connection with the provision of services to the client by the Company.
- When it is necessary to use them for secondary purposes of the provisions of services or the management of client's trading account, including but not limited to purposes of credit or identification enquiries or assessments;
- With the client's consent when he/she requests so;
- The Company's consultants, lawyers and auditors can access this information only if they are informed of the confidentiality of the information, and they must not reveal them to anyone;
- in a judicial proceeding between the Company and the client;
- in public disputes that may arise between the client and the Company.

REPRESENTATIONS AND WARRANTIES

- The client represents and warrants to the Company, and agrees that each such representation and warranty is deemed repeated every time the client gives an Instruction or Request by reference to the circumstances prevailing at such time, that:
 - The presented information by the client to the Company in the registration form and the legal agreement is always correct, accurate and complete from every aspect;
 - The client has completely read and understood the terms of the legal agreements, which also contained the risk acknowledgement and disclosure;
- The client is truly authorized to sign the legal agreements, to do the obligations in it and to give orders and requests;
- The client acts as principal;
- The client must be an individual to fill out the registration form, and if the client is another company, an individual must fill out the registration form and act as a representative on behalf of the client;
- The activities which are executed based on the legal agreements must not be against any law, regulations, ordinance or charter, the rules which are applicable to the place where the client lives, or the client's other agreements that may influence his/her assets; KavanaFX (www.KavanaFX.com) company's activities are based on the laws of Saint Vincent and the Grenadines with the registration number of 24975 IBC 2018;

- The client agrees to the provision of information of the legal agreements which may be posted on the Company's website or through other methods;
- The client acknowledges that he/she can easily access the internet and agrees to receive information, including but not limited to amendments to the terms and conditions, costs, fees, the legal agreements, policies and information about the nature and risks of investments on the Company's website;
- The client confirms hereby that the goal of his/her transactions with the Company is one or more of the following:
 - Speculative;
 - Hedging;
 - Investments;
 - Intraday Trading;
 - Manage Risk.

When the client's goal is different from the above items, or when the client's goal alters during the course of this agreement, the client is obligated to inform the Company.

- The Company has the right to void or close one or all of the client's positions at the current quotes at any moment, at its absolute discretion.

FORCE MAJEURE

- When the Company identifies a force majeure event based on its reasonable opinion, it must properly inform the client about the situation. A force majeure event may include but not limited to one of the following items:
 - any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, an act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs) which may stop the Company from doing its tasks and obligations in one or several sections;
 - in an event when something may lead to the suspension, liquidation or closure of a market in which the Company relates its Quotes or the imposition of unusual limitations to on trades in such a market.
 - Based on the legal agreement, if the Company identifies a force majeure event, it may execute any of the following items without prior written notice:
 - Increase margin requirement;

- Close some or all of the client's open positions at fair and appropriate prices which the Company determines at its absolute discretion;
- Stop, change, or suspend the execution or terms of the legal agreement to the extent that the situation makes it impossible for the Company to operate correctly and comply with them;
- executing any activity that may seem reasonable and appropriate based on the occurrence of such force majeure events.

MISCELLANEOUS

- When the Company has a good reason, such as uncommon market conditions, it has the right to suspend the client's trading account at any time, with or without notifying the client.
- If the Company identifies any transaction which was resulted from technical errors and misconfiguration or any form of fraud, manipulation and arbitrage in one or all of the client's accounts, the Company has the right the suspend, close or unwind the transactions. In such situations, the Company can withdraw any profits from the client's account and charge him for any costs that were imposed on the Company. The Company is not responsible for cancellation of any transaction or profits when suspending, closing or unwinding the client's transactions.
- When a new circumstance arises that is not defined by the legal agreements, the Company should act fairly and resolve the problem with an appropriate method that is similar to market practice.
- No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under the legal Agreements or at law.
- The client's responsibilities which are mentioned in the legal agreements may be partially or wholly released, compounded, compromised or postponed by the Company when it is necessary at its absolute discretion without influencing any other rights in respect of that any liability not so waived, released, compounded, compromised or postponed. A waiver by the Company of a breach of any of the terms of the legal Agreements or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the Company of a breach of any of the terms of the Legal Agreements or a default under these terms will not prevent the Company from subsequently requiring compliance with the waived obligation.
- The rights and solutions provided to the Company under the legal agreements are cumulative, and they are not exclusive of any rights or solutions provided by law.

- The Company has the right to assign the benefit and responsibility of the legal agreements to a third party partially or completely, only if the assignee accepts to follow the terms of legal agreements. Based on the terms of business, such assignment shall come into effect in 7 business days after the day that the client receives a notice of assignment.
- If a court or competent jurisdiction announces one or some of the legal agreement terms unenforceable for any reason, that term(s) shall be deemed severable and not form part of this agreement or the terms of business; however, the rest of the legal agreements will not be affected.
- The client may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the client's rights or obligations under the Legal Agreements without the prior written consent of the Company, and any purported assignment, charge or transfer in violation of this term shall be void.
- The client is not allowed nor have the right to submit the password of his/her trading platform or client cabin to any third parties and accepts to keep them safe and confidential.
- The usage of passwords and execution of all activities are considered to be executed by the client. The Company is not responsible for unauthorized activities of third parties in the client's trading accounts.
- The company's official language is English, and the client agrees on this subject and should always read and refer to the main website to obtain different information to be aware of the Company's activities. The information which is translated into other languages and posted on the Company's website is for enlightening purposes only and does not have legal effect nor bind the Company. The Company is not responsible for the accuracy of such information.
- Based on this agreement and the Company's internal policies, the Company has the right to create a dormant accounts policy and/or to impose on any dormant and/or inactive account a fee of 5 USD or its equivalent in other currencies for each account per month, provided that the client has no activity for 6 consecutive months in the following cases:
 - The Company may consider the client's trading account inactive when there is no transaction between the Client and Company for 6 consecutive months,
 - When there is a positive account balance in an inactive trading account, the Company has the right to impose a monthly 5 USD fee or its equivalent amount to the trading account, and this amount may change in the future;
- The Company has the right to waive all the fees and payments when a client tries to resolve his/her account balances. Kavanafx (www.Kavanafx.com) is registered based on the laws of Saint Vincent and the Grenadines under registration number 24975 IBC 2018.

- When a client has a dormant account with zero cash balance, the Company cannot impose the monthly 5 USD fees to the account, but it has the right to close such accounts after 6 consecutive months of inactivity.
- When the client opens a swap-free trading account, he agrees and accepts the following items:
 - if the Company identifies any kind of fraud activities, manipulation, or swap-arbitrage in relation to the client's transactions or in the client's trading account(s), then the Company has the right to close all of the client's positions and impose penalties considering the swap or any profit amounts for all of the client's transactions. The Company can also reject all of the client's requests;
 - the client accepts and agrees on the following:
 - the client must only trade with the indicated instruments in the list;
 - the swap-free charge for all positions open as these may be defined and/or issued by the Company from time to time (inclusive of the day of the position is opened and/or closed) and as such charges and duration is on request;
 - the client accepts and acknowledges that the Company, based on its absolute discretion and from time to time, has the right to:
 - change the swap-free charge;
 - change the instrument list;
 - change the account leverage;
 - prevent the activities of swap-free account(s) without notifying the client about it.
 - Ask the client to submit more documents to the Company for the provision of the swap-free account when it is necessary.

15. The Company has the right to change the status of the client's trading account(s) to "close only mode" without notifying the client in advance. In this situation, the client is not allowed to open new positions or increase exposure under existing transactions. However, the client can close the existing transactions partially or completely and reduce their exposure. If a dispute arises in this situation, the Company must solve it by its sole and absolute discretion.

16. The exclusive properties of the Company include all copyrights, trademarks, trade secrets and every other intellectual property right, the website and its contents and IP. The client has no right to use the

Company's website IP, and he/she can only use it according to the agreement. The client accepts that KavanaFX (www.KavanaFX.com) is registered based on the laws of Saint Vincent and the Grenadines under the registration number 24975 IBC 2018, and the Company's IP is confidential, and it has only been developed with a lot of effort, time and money.

This IP must remain confidential by the client, and other websites and third parties must not have access to it, and the client must not reveal any information derived from or related to the IP to anyone. The client is not allowed to copy, modify, decompile, reverse engineer or make derivative works of the Company's IP.

- The client is completely responsible for the accuracy of executed payments. If the details of the company bank change under any circumstances, the client is completely liable for all old or newly executed payments.

GOVERNING LAW AND JURISDICTION

- This agreement must be interpreted and governed based on the laws of Saint Vincent and Grenadines.
- The client accepts that when a dispute arises in relation to this agreement, both parties must find a solution based on the dispute resolution mechanism.
- The Company is a member of the independent dispute resolution organization of "The Financial Commission" (www.financialcommission.org) (hereinafter, "Commission"). If a dispute cannot be resolved based on the Company's internal dispute resolution process, the client must file a complaint with the Commission to solve the problem.
- Considering any proceedings, the client irrevocably:
 - Agrees that the courts of Saint Vincent and Grenadines have the jurisdiction to settle any disputes related to this agreement;
 - submits to the jurisdiction of the courts of Saint Vincent and the Grenadines;
- waive his/her rights to object or fill any legal cases in such courts;
- accepts not to claim that such court does not have jurisdiction over the client or the proceedings have been done with an unsuitable method.

- The client irrevocably waives to the highest possible extent allowed by law, considering the Client and Client's revenues and assets (irrespective of their use or intended use), all immunity (including but not limited to grounds for diplomatic immunity or other similar grounds) from (a) suit or arbitral proceedings, (b) the jurisdiction of any courts, (c) relief by way of injunction, order for specific performance, or recovery of property, (d) attachment of their assets (whether obtained before or after judgment) and (e) the execution or enforcement of any judgment to which the client or the client's revenues or assets might otherwise be the subject matter in any proceedings in the courts of any jurisdiction and irrevocably agrees to the extent permitted by any applicable law that the client will not claim any such immunity in any proceedings. The client generally consents in respect of any proceedings to the provision of any relief or the beginning of any process related to such proceedings, including but not limited to the making, enforcement, or execution against any property whatsoever of any order or judgment which may be made or given in such proceedings.

- When the dispute resolution procedures can not resolve a dispute, both parties must refer to Saint Vincent and the Grenadines courts.

USE OF THE TRADING PLATFORM AND SAFETY

- The client must not involve in any activity that enables the irregular or unauthorized access of any other individual or third party to his/her trading platform. The client accepts the right of the Company to limit or end his/her access to the trading platform when the Company suspects such a situation.

- The client shall not do any activities that may violate the integrity of the platform or its malfunction.

- The client has the right to save, display, analyze, change, reformat, and print the existing information in the trading platform. The client is not allowed to publish, transfer, or reproduce that information partially or completely in any format to the third parties without the Company's permission. The client is not permitted to change, obscure or remove any copyright, trademark or notices that are indicated or published on the trading platform.

- The client accepts not to reveal his/her access data to any individual.

- The client must quickly inform the Company when he/she suspects that his/her access data has or may have been revealed to any unauthorized individual.

- The client accepts to co-operate with Company for investigations about the misuse or possible misuse of the client's access data.

- The client accepts to be responsible for all requests and orders which are sent to the Company with his/her access data, and the Company considers them to be the client's orders.

- The client accepts that the Company is not responsible for the access of unauthorized individuals to the information such as emails, communications or personal data which are transmitted through the internet, post, telephone or any other electronic means.
- When the Company recognizes any fraud activity, manipulation, or swap-arbitrage in the client's account(s) in relation to any transactions, then the Company has the right to close the client's trading account or/and impose penalties on all the current and past transactions or/and declare all of the client's profits invalid and reject all of the client's requests and/or end all the agreements with him/her.

THE PROCEDURE FOR DISPUTE RESOLUTION

- When the client believes that in a situation the Company has breached one or some of the terms legal agreements, he/she has the right to submit a complaint to the Company within 3 working days after the incidence of event.
- The client can fill the complaint form, which is in the client cabin, and it must include:
 - Client's full name (if the client is an entity, then the Company's name);
 - Client's login in the trading platform;
 - Details about the time of the event (date and time based on the trading platform time zone);
 - ticket of the position and/or pending order;
 - an explanation about the disputed situation with references to the clause(s) of the terms of business which has been breached according to the client's opinion.

1.2. The client must not contain the following items in the complaint:

- An emotional evaluation of the disputed situation;
- Offensive language;
- Obscenities;
- Threats.
- When the complaint does not comply with the above requirements, the Company can dismiss it.
- When a conflict cannot be resolved based on the legal agreements, the Company, at its sole discretion, can resolve it based on the common market practice.
- In case of an interruption in the quotes flow as a result of software or hardware failure, the Company must act based on the terms of business and use the live server's quotes to resolve the dispute.

- When the client has received less profit than the expected amount due to an uncompleted action that the client had intended to complete, the client solely is responsible for the achieved result.
- The Company is not responsible for any of the client's indirect consequential or non-financial damages (emotional distress, etc.).
- To resolve a dispute, the Company can launch an inquiry independently based on the terms of business. Usually, in such cases, the Company spends 7 days to find a solution, but sometimes it may require more time.
- In the case of irregular quotes from liquidity providers, the Company reserves the right to limit trading to close only mode (only the closing of positions is available) on the respective instruments without prior notice.
- The Company has the right to block the expert advisor's orders on the client's trading account without any notification and at its absolute discretion.
- The most reliable source of information is the server Log-File, and it can be used to resolve any dispute. The server Log-File has absolute priority over anything else, such as the client's terminal Log-File, because it does not record every stage of the client's instructions and requests.
- The Company may not consider the disputes in which the client's claimed information is not recorded on the server Log-File.
- The Company may indemnify the client by:
 - Crediting or debiting the client's trading account;
 - Reopening the positions that have been closed by mistake;
 - Removing the erroneously opened positions or executed orders.

13. The Company has the right to select a dispute resolution method at its sole discretion.

14. The compliance department must consider the client's complaint and try to resolve the dispute as soon as reasonably possible. All the complaints will be considered within 7 working days after the complaint is received, but under some circumstances, this period may be extended.

REFUSAL OF COMPLAINT

- The Company has the right to reject a complaint that is submitted by the client.
- The complaints about the unexpected orders during a construction period or any other period in which the client had already been notified through trading platform mail or other methods are all rejected by the Company. The fact that the client has not received a notice is not considered a significant reason to complain.
- Complaints concerning a transaction or order execution based on the difference in the prices for the contract for difference in the trading platform and for the underlying asset of the contract for difference will be rejected.
- The complaint concerning the time of executing an order without paying attention to the required time by a dealer to execute the order and the time when the Server Log-File recorded order execution will be rejected, unless the order placed in the queue has not been executed based on the terms of business.
- The client's complaints about the financial results of the deals made using temporary excess free margin on the trading account will be rejected because KavanaFX (www.KavanaFX.com) is registered in accordance with laws of Saint Vincent and the Grenadines under registration number 24975 IBC 2018 profitable position (cancelled by the Company afterwards) opened at an error quote (Spike) or at a quote received as a result of a manifest error.
- Referring to the quotes of other companies or systems in relation to any dispute will not be acceptable.
- The client accepts that he/she shall not be able to manage the position or other open positions or give orders to open new positions while the dispute in regard to the disputed position is being considered, and all complaints about that matter will be rejected.
- The client accepts that the Company is not obligated to inform him/her that the dispute has been resolved and the position has been reopened, and the client is responsible for all the possible risks that may happen after that.
- When a dispute is resolved, the Company has the right to trigger the stop loss or take profit in the chronological order in which they would have been triggered if the position had stayed open.
- When the corresponding hedge trade has been cancelled by a liquidity provider, the Company has the right to cancel any transaction.

RISK ACKNOWLEDGEMENT AND DISCLOSURE

The Company states that trading any financial instrument may lead to losses and damages and the client accepts that he/she is willing to take such a risk.

TRADING BENEFITS

When the client accepts to take part in a bonus scheme, and/or other promotion, and/or contest which offers a trading benefit (hereinafter the "Trading Benefits Scheme"), the terms and conditions which are mentioned below shall apply:

- The client is not allowed to join more than one trading benefit scheme at the same time unless it is permitted in the applicable terms and conditions of the trading benefit scheme.
- The Company will not be responsible for the client's margin call or losses, including but not limited to losses due to stop-out level, when the trading benefit is withdrawn for any reason
- The Company has the right to change, amend, suspend, cancel or end the trading benefit scheme or a part of it, at any time, without prior notice and at its sole discretion. The Company will not be responsible for the results of changing, amendment, suspension, cancellation or termination of the trading benefit scheme at all. KavanaFx (www.Kavanafx.com) is registered based on the laws of Saint Vincent and the Grenadines under registration number 24975 IBC 2018.
- Any suspicion or recognition of any fraud activities, manipulation, cash-back or bonus or swap arbitrage in the client's account(s) in relation to the trading benefit scheme will cancel all the related transactions, profits and losses.
- If the Company suspects or identifies a misuse or an attempt to misuse a trading benefit scheme, or recognizes something against the present agreement or the Company's terms of business or the terms and conditions of the trading benefit scheme, it has the right to ban any individual from any trading benefit scheme and cancel their transactions and orders and withdraw their profits from their accounts. In such a situation, the Company is not responsible for the consequences of the trading benefit cancellation.
- If a dispute arises, it must be resolved based on the dispute resolution procedure which is mentioned here.
- When there are differences between the translated terms and conditions of a trading benefit scheme, the client and the Company must always refer to the English version.

