TERMS & CONDITIONS

ByteFX Capital Ltd

Welcome to ByteFX Capital Ltd. These Terms & Conditions govern your relationship with ByteFX Capital Ltd and your access to and use of its website, client portal, trading platform, applications, accounts and services. Please read this document carefully.

1. INTRODUCTION AND ACCEPTANCE

These Terms & Conditions ("Terms") govern the relationship between ByteFX Capital Ltd ("ByteFX", the "Company", "we", "us" or "our") and each individual or legal entity accessing or using the Company's website, client portal, trading platform, applications, accounts, products, services, information, technology or related infrastructure ("Client", "you" or "your"). By:

- Accessing or using the ByteFX website
- Registering for an account
- Opening or maintaining a trading account
- Depositing funds
- Submitting a trading instruction
- Executing a transaction
- Using any ByteFX service
- Otherwise maintaining a relationship with ByteFX, you confirm that you have read, understood and agreed to be legally bound by these Terms

If you do not agree with any part of these Terms, you must not access or use ByteFX's services. These Terms should be read together with any other document applicable to your relationship with ByteFX, including, where applicable:

- The Privacy Policy
- Risk Disclosure
- AML/KYC Policy
- Execution Policy
- Trading Conditions
- Product Specifications
- Client Agreement
- Fee schedules
- Promotion or bonus terms
- Notices
- Disclosures
- Any additional agreement entered into between you and ByteFX

Where a specific agreement or product-specific condition conflicts with these Terms, the more specific provision shall prevail to the extent of that inconsistency. ByteFX reserves the right to refuse, restrict or discontinue services where reasonably necessary for legal, compliance, operational, financial, trading, reputational or risk-management purposes.

2. ELIGIBILITY

To open or maintain an account with ByteFX, you represent and warrant that:

- You have reached the legal age of majority in your jurisdiction
- You have full legal capacity to enter into a binding agreement
- All information supplied to ByteFX is accurate, complete and not misleading
- Your use of ByteFX's services is lawful in your jurisdiction
- You are not prohibited from receiving the services under applicable laws, sanctions or restrictions
- Unless expressly approved otherwise, you are acting for your own account and beneficial interest
- Funds deposited with ByteFX originate from lawful sources
- You are the lawful beneficial owner of funds deposited unless ByteFX has approved another arrangement
- You will comply with these Terms and all applicable laws

ByteFX may require additional information or documentation at any time.

3. COMPANY AND REGULATORY STATUS

ByteFX Capital Ltd is a registered business entity in Saint Lucia. ByteFX does not represent that its services are licensed, regulated, approved or supervised in every jurisdiction in which a Client may access the website or trading platform. The legal and regulatory treatment of leveraged trading products may differ between jurisdictions. It is the Client's responsibility to determine whether:

- Opening an account
- Maintaining an account
- Depositing funds
- Receiving ByteFX services
- Trading the products offered are permitted under the laws applicable to the Client

ByteFX's website and services are not directed to any person or jurisdiction where such use, distribution, solicitation or provision of services would be unlawful. ByteFX may restrict or refuse access from any country, territory or jurisdiction at its discretion.

4. CLIENT RESPONSIBILITY AND LEGAL COMPLIANCE

The Client is solely responsible for complying with all laws and regulations applicable to the Client. The Client must not use ByteFX for:

- Unlawful activity
- Fraud
- Money laundering
- Terrorist financing
- Sanctions evasion
- Proceeds of crime
- Market manipulation
- Insider dealing
- Identity fraud

- Payment fraud
- Cybercrime
- Tax evasion where unlawful
- Abusive trading
- Prohibited trading
- Any other criminal or unlawful purpose

ByteFX may suspend or terminate an account where it reasonably suspects a breach of this Section.

5. NO INVESTMENT, FINANCIAL, LEGAL OR TAX ADVICE

Unless expressly agreed otherwise in writing, ByteFX does not provide personalised:

- Investment advice
- Portfolio-management advice
- Legal advice
- Tax advice
- Accounting advice
- Financial-planning advice

Any:

- Market commentary
- Educational materials
- Analytics
- Charts
- Signals
- Economic information
- Research
- News
- Trading tools
- Indicators
- Other content, provided by ByteFX is made available for general informational purposes only

Nothing provided by ByteFX should be interpreted as a recommendation or solicitation to enter into a particular transaction. The Client remains solely responsible for all trading decisions.

6. TRADING RISK

Trading leveraged financial instruments involves a high degree of risk. The Client may lose some or all of the funds deposited into a trading account. Where applicable, market conditions may result in losses exceeding available account equity unless negative balance protection applies. The Client understands and accepts that:

- Leverage magnifies both profits and losses
- Financial markets can move rapidly
- Stop-loss orders do not guarantee execution at the requested level

- Slippage may occur
- Spreads may widen
- Liquidity may deteriorate
- Market gaps may occur
- Markets may close or become unavailable
- Execution may be delayed
- Positions may be automatically liquidated
- Prices can move materially between order submission and execution
- Technological failures may occur
- Past performance is not a guarantee of future results

The Client should not trade with funds that the Client cannot afford to lose.

7. ACCOUNT REGISTRATION AND VERIFICATION

The Client must provide accurate, complete and current information when opening and maintaining an account. ByteFX may request information or documentation including:

- Proof of identity
- Proof of address
- Corporate documentation
- Beneficial ownership information
- Source-of-funds information
- Source-of-wealth information
- Tax residency
- Payment information
- Other compliance information

ByteFX may delay, suspend or restrict services until requested verification has been satisfactorily completed. The Client must promptly notify ByteFX of any material change to previously supplied information.

8. ACCOUNT SECURITY

The Client is responsible for maintaining the security and confidentiality of:

- Usernames
- Passwords
- Trading credentials
- PINs
- Authentication codes
- API credentials
- Devices
- Account-access information

The Client must immediately notify ByteFX of suspected:

- Unauthorised access
- Compromised credentials
- Fraudulent activity
- Security breaches

ByteFX may treat trading instructions submitted using valid account credentials as authorised unless ByteFX determines otherwise. ByteFX shall not be responsible for losses resulting from the Client's negligence in securing account credentials, except where liability cannot legally be excluded.

9. TRADING ACCOUNTS

ByteFX may provide different trading-account types. Different accounts may have different:

- Spreads
- Commissions
- Leverage
- Margin requirements
- Trading instruments
- Minimum trade sizes
- Maximum trade sizes
- Maximum exposure limits
- Swap conditions
- Execution conditions
- Trading hours
- Platform conditions
- Other specifications

The Client is responsible for reviewing the applicable conditions before trading. ByteFX may amend account parameters where reasonably required due to:

- Market conditions
- Liquidity
- Counterparty requirements
- Operational requirements
- Risk management
- Regulatory requirements
- Commercial considerations

10. PRICING

Prices made available by ByteFX may be derived from one or more:

- Liquidity providers
- Exchanges
- Financial institutions

- Market-data providers
- Execution venues
- Counterparties
- Other pricing sources

ByteFX prices may therefore differ from prices displayed by:

- Another broker
- An exchange
- A charting platform
- A data provider
- Another third party

Such differences do not automatically constitute a pricing error.

11. ORDER EXECUTION

A trading request is not considered executed until accepted and confirmed within ByteFX's trading system. ByteFX does not guarantee execution at the exact price displayed when an order is submitted. Orders may be executed at the next available executable price. Execution may be affected by:

- Market volatility
- Available liquidity
- Market depth
- Position size
- Economic news
- Market opening
- Market closing
- Rollover
- Price gaps
- Platform conditions
- Network latency
- Liquidity-provider availability
- Extraordinary market events

Positive or negative slippage may occur. Where sufficient liquidity is unavailable, an order may be:

- Partially executed
- Executed across multiple price levels
- Delayed
- Rejected
- Cancelled

12. MARKET ORDERS

A market order is an instruction to execute at the best available executable price at the time the order reaches the relevant execution environment. The price displayed when the Client submits the order is indicative and is not guaranteed.

13. PENDING ORDERS

Pending orders become executable only when the relevant trigger conditions are satisfied within ByteFX's pricing environment. The requested price is not guaranteed. Where the market gaps through the requested price, execution may occur at the next available executable price.

14. STOP LOSS AND TAKE PROFIT

Stop-loss and take-profit instructions are not guaranteed to execute at the requested level. Execution may occur at a different price during:

- Gaps
- Volatile markets
- Low liquidity
- Market opening
- Market closing
- Economic announcements
- Exceptional market events
- Other conditions affecting execution

15. SPREADS

Unless specifically stated otherwise, spreads may be variable. Spreads may widen during:

- Economic announcements
- Volatility
- Low-liquidity periods
- Market openings
- Market closings
- Rollover periods
- Weekends
- Holidays
- Geopolitical events
- Liquidity-provider disruption
- Other unusual market circumstances

16. LEVERAGE

ByteFX may determine applicable leverage levels. Leverage may differ depending on:

- Instrument
- Account type

- Position size
- Account equity
- Market conditions
- Trading session
- Market event
- Weekend exposure
- Client profile
- Other risk parameters

ByteFX may reduce leverage prospectively where reasonably necessary.

17. MARGIN

The Client is responsible for maintaining sufficient margin at all times. Margin requirements may change. ByteFX may increase margin requirements where reasonably necessary due to market or risk conditions. The Client is responsible for monitoring available margin.

18. MARGIN CLOSE-OUT AND LIQUIDATION

If equity or margin falls below applicable levels, ByteFX may automatically or manually close positions. Positions may be closed without prior notice. ByteFX does not guarantee the order in which positions are liquidated. Positions may be closed at the next available executable price.

19. SWAPS, FINANCING AND ROLLOVER

Positions held overnight may be subject to:

- Swaps
- Financing charges
- Rollover adjustments
- Financing credits

Applicable rates may change based on market conditions. Multi-day swap adjustments may apply around weekends, settlement dates or holidays.

20. TRADING HOURS

Each instrument may have specified trading hours. Trading hours may change due to:

- Holidays
- Exchange schedules
- Daylight-saving changes
- Liquidity-provider schedules
- Market disruptions
- Technical events
- Exceptional circumstances

ByteFX does not guarantee uninterrupted availability of an instrument.

21. PROHIBITED, ABUSIVE AND TOXIC TRADING

Clients must trade in good faith. The following activities are prohibited. The list is non-exhaustive and ByteFX may determine that substantially similar conduct falls within the prohibition. Prohibited activity includes:

- High-Frequency Trading
- Scalping
- Tick scalping
- Latency arbitrage
- Reverse arbitrage
- Cross-broker arbitrage
- Stale-price exploitation
- Price-feed exploitation
- Feed manipulation
- Bridge exploitation
- Liquidity exploitation
- Execution exploitation
- Quote stuffing
- Order flooding
- News-spike abuse
- Market-open exploitation
- Market-close exploitation
- Rollover exploitation
- Gap exploitation
- Account-to-account arbitrage
- Abusive hedging
- Bonus abuse
- Promotion abuse
- Multiple-account abuse
- Coordinated or collusive trading
- Unauthorised copy trading
- Unauthorised account management
- Automated exploitation
- AI-driven exploitation
- Server-time exploitation
- Swap arbitrage
- Financing abuse
- Commission churning
- Rebate churning

- Wash trading
- Self-dealing
- Spoofing
- Layering
- Front-running
- Insider trading
- Market manipulation
- Rapid directional reversal abuse
- Order-batching abuse
- Partial-fill exploitation
- Slippage exploitation
- Rejection exploitation
- Requote exploitation
- System vulnerability exploitation
- Circumvention of trading restrictions
- Artificial risk-free trading strategies
- Identity manipulation
- Account manipulation
- Exploitation of pricing delays
- Exploitation of system deficiencies
- Any substantially similar conduct

22. HIGH-FREQUENCY TRADING

High-Frequency Trading ("HFT") is strictly prohibited unless ByteFX expressly authorises it in writing. HFT may include automated, semi-automated or manual activity characterised by unusually high frequencies of:

- Orders
- Modifications
- Cancellations
- Entries
- Exits
- API requests
- Other trading instructions

ByteFX may consider:

- Order frequency
- Average holding time
- Transaction volume
- Cancellation frequency
- Modification frequency

- Same-second activity
- Sub-second activity
- Expert Advisor activity
- API activity
- Trading turnover
- Other relevant characteristics

The Client may not circumvent the prohibition through:

- Multiple accounts
- Related accounts
- Different Expert Advisors
- Multiple devices
- Multiple IP addresses
- Nominees
- Related persons
- Account segmentation

23. SCALPING

Scalping is prohibited on ByteFX trading accounts unless expressly authorised in writing by ByteFX. For the purposes of these Terms, scalping includes repeated opening and closing of positions over very short periods with the intention of capturing small or short-term price movements. ByteFX may consider:

- Average trade duration
- Minimum trade duration
- Number of transactions
- Trade frequency
- Same-minute transactions
- Same-second transactions
- Transaction turnover
- Profit per transaction
- Repetitive entry and exit patterns
- Trading automation
- Other relevant factors

The absence of a fixed minimum holding period does not prevent ByteFX from determining that a trading strategy constitutes prohibited scalping based on its overall characteristics.

24. TICK SCALPING

Tick scalping is strictly prohibited. Tick scalping includes trading based upon individual price ticks or extremely short price movements, particularly where positions are repeatedly opened and closed within seconds or similarly short periods.

25. AUTOMATED HFT AND SCALPING

Clients may not use:

- Expert Advisors
- Trading robots
- Algorithms
- Scripts
- APIs
- AI systems
- Machine-learning models
- Automated execution software
- Other technology to conduct HFT, scalping, tick scalping or any other prohibited strategy

The use of automation does not make otherwise prohibited activity permissible.

26. LATENCY ARBITRAGE

Clients must not trade for the purpose of exploiting latency between:

- ByteFX prices and external prices
- ByteFX and another broker
- Different servers
- Different price feeds
- Liquidity providers
- Execution systems
- Bridges
- Data providers
- Market movements and ByteFX pricing updates

Latency arbitrage includes:

- Latency sniping
- Price sniping
- Delayed-feed arbitrage
- Feed arbitrage
- Similar techniques

27. STALE-PRICE EXPLOITATION

The Client must not enter, modify or close transactions where the Client knows or reasonably should know that the price displayed is:

- Stale
- Frozen
- Delayed

- Incorrect
- Outdated
- Materially disconnected from the underlying market

28. PRICE-FEED EXPLOITATION

Clients must not systematically use:

- Faster market-data feeds
- Institutional feeds
- Exchange feeds
- Other brokers
- Third-party terminals
- Other external data to anticipate ByteFX pricing updates and trade before the ByteFX price is updated

29. FEED MANIPULATION

The Client must not interfere with, manipulate or exploit a malfunction affecting any:

- Pricing feed
- Quote feed
- Market-data source
- Related trading system

30. MANIFEST PRICING ERRORS

Clients must not knowingly trade on an obviously incorrect price. Examples may include:

- Erroneous price spikes
- Decimal errors
- Frozen prices
- Duplicated ticks
- Missing updates
- Erroneous spreads
- Incorrect contract specifications
- Prices materially inconsistent with the underlying market

31. BRIDGE EXPLOITATION

Clients must not attempt to identify or exploit:

- Bridge latency
- Gateway delays
- Bridge configuration issues
- Routing weaknesses
- Aggregation problems

- Execution delays
- Other bridge-related deficiencies

32. LIQUIDITY EXPLOITATION

Clients must not exploit:

- Temporary liquidity shortages
- Incorrect liquidity aggregation
- Provider delays
- Non-executable pricing
- Fragmented liquidity
- Routing deficiencies
- Discrepancies between displayed and executable liquidity

33. EXECUTION EXPLOITATION

Trading primarily designed to exploit ByteFX's:

- Execution methodology
- Technical weaknesses
- Routing rules
- Processing delays
- Rejection logic
- Slippage characteristics
- Other execution-system behaviour is prohibited

34. QUOTE STUFFING

Clients must not submit excessive numbers of:

- Orders
- Modifications
- Cancellations
- Or requests without a genuine trading purpose where the activity is intended to:overload systems
- Test latency
- Disrupt platform performance
- Identify execution weaknesses
- Create artificial trading activity

35. ORDER FLOODING

Excessive generation of orders or API requests which may overload or degrade ByteFX infrastructure is prohibited.

36. NEWS TRADING ABUSE

ByteFX may restrict trading before, during or following major market events. Trading intended to exploit:

- Latency
- Stale quotes
- Pricing delays
- Liquidity gaps
- Technical delays
- Spread inconsistencies
- Execution deficiencies during news events is prohibited

ByteFX may impose specific news-event trading restrictions. Clients are responsible for complying with such restrictions.

37. MARKET OPEN, MARKET CLOSE AND ROLLOVER ABUSE

Clients must not systematically exploit temporary pricing or execution inefficiencies associated with:

- Market opening
- Market closing
- Weekly opening
- Weekly closing
- Rollover
- Settlement
- Trading-session changes
- Liquidity transitions

38. GAP EXPLOITATION

Strategies designed primarily to exploit technical or pricing deficiencies during market gaps are prohibited. Ordinary market exposure through a gap does not itself constitute prohibited activity.

39. CROSS-BROKER ARBITRAGE

Clients must not coordinate transactions between ByteFX and another broker, exchange or venue to systematically exploit:

- Latency
- Stale pricing
- Execution delays
- Price-feed differences
- Technical inefficiencies

40. ACCOUNT-TO-ACCOUNT ARBITRAGE

The use of multiple ByteFX accounts to create coordinated positions intended to exploit differences in:

- Prices
- Leverage
- Spreads
- Execution
- Account specifications
- Promotions
- Margin requirements
- System behaviour is prohibited

41. HEDGING ABUSE

Legitimate hedging may be permitted where consistent with applicable account conditions. However, clients must not use coordinated opposite positions to:

- Manufacture risk-free profit
- Exploit account conditions
- Abuse promotions
- Circumvent leverage restrictions
- Circumvent exposure controls
- Conceal coordinated trading
- Exploit technical deficiencies

42. BONUS AND PROMOTIONAL ABUSE

The Client must not exploit a:

- Bonus
- Credit
- Rebate
- Cashback arrangement
- Promotion
- Incentive programme

Prohibited conduct may include:

- Opening multiple accounts
- Opposite positions across related accounts
- Artificial deposit and withdrawal cycles
- Account cycling
- Transferring economic exposure between accounts
- Collusion
- Artificial transactions intended to extract promotional value

43. MULTIPLE-ACCOUNT ABUSE

Clients may not maintain or control multiple accounts for the purpose of circumventing:

- HFT restrictions
- Scalping restrictions
- Leverage restrictions
- Account limits
- Trading restrictions
- Exposure limits
- Promotions
- Account classifications
- Compliance restrictions
- Or ByteFX controls

44. RELATED ACCOUNTS

ByteFX may reasonably consider accounts to be related based upon factors including:

- Beneficial ownership
- Common control
- Shared devices
- Shared IP addresses
- Shared payment methods
- Shared contact information
- Common trading systems
- Materially identical strategies
- Coordinated order timing
- Other relevant relationships

The existence of one factor alone does not necessarily establish improper activity.

45. COORDINATED AND COLLUSIVE TRADING

Clients must not coordinate with other persons or accounts to:

- Manipulate trading results
- Manufacture volume
- Circumvent restrictions
- Exploit ByteFX systems
- Abuse promotions
- Disguise beneficial ownership
- Create artificial transactions

46. SYNCHRONISED TRADING

Repeated identical or substantially similar transactions across multiple accounts may be investigated where ByteFX reasonably suspects coordinated abusive trading. Relevant activity may include:

- Same-second orders
- Identical position sizes
- Synchronised entry
- Synchronised exit
- Repeated batch orders
- Coordinated directional reversals
- Substantially identical automated strategies

47. COPY TRADING

Copy trading or trade replication may only be used where permitted by ByteFX. Clients must not use copy-trading systems to circumvent:

- Trading restrictions
- HFT restrictions
- Scalping restrictions
- Account limitations
- Other ByteFX controls

48. THIRD-PARTY ACCOUNT MANAGEMENT

No undisclosed third party may exercise control over a Client account where prior ByteFX approval is required. ByteFX may request information concerning:

- Trading authority
- Beneficial ownership
- Money managers
- Signal providers
- Account operators
- Third-party access

49. AI, ALGORITHMIC AND BOT EXPLOITATION

Clients must not use AI, machine learning, bots, algorithms or automated systems to exploit:

- Price latency
- Server latency
- Bridge latency
- Stale quotes
- Execution delays
- System vulnerabilities

- Pricing discrepancies
- Platform deficiencies
- Other technical weaknesses

50. SERVER-TIME EXPLOITATION

Clients must not exploit discrepancies involving:

- Server clocks
- Trading-session clocks
- Timestamp differences
- Rollover times
- Settlement times
- System timing inconsistencies

51. SWAP AND FINANCING ARBITRAGE

Clients must not structure transactions primarily to exploit:

- Erroneous swaps
- Erroneous financing rates
- Incorrect rollover calculations
- Account-specific financing inconsistencies
- Technical financing errors

52. COMMISSION AND REBATE ABUSE

Clients must not enter transactions without genuine trading purpose primarily to generate:

- Commissions
- IB rebates
- Cashback
- Trading-volume incentives
- Affiliate remuneration
- Other volume-based benefits

53. WASH TRADING

Clients must not create transactions that generate artificial trading activity without meaningful economic exposure.

54. SELF-DEALING

Transactions between accounts under common control or ownership which are designed to manipulate:

- Trading results
- Volume

- Promotions
- Prices
- Account statistics are prohibited

55. MARKET MANIPULATION

The Client must not engage in activity constituting or resembling:

- Spoofing
- Layering
- Wash trading
- Artificial volume
- Artificial pricing
- Market manipulation
- Deceptive order placement
- Other manipulative trading

56. FRONT-RUNNING

The Client must not trade using improperly obtained information concerning another person's pending transaction or confidential trading intention.

57. INSIDER TRADING

Trading while in possession of material non-public information in circumstances prohibited by applicable law is strictly prohibited.

58. RAPID DIRECTIONAL REVERSAL ABUSE

Repeated rapid directional reversals may be investigated where the pattern indicates deliberate exploitation of:

- Pricing
- Latency
- Execution
- Liquidity
- Bridge behaviour
- Technological weaknesses

59. ORDER-BATCHING ABUSE

Repeated submission of large batches of identical or substantially similar orders for the purpose of exploiting execution methodology, price tiers, liquidity aggregation or system behaviour is prohibited.

60. PARTIAL-FILL EXPLOITATION

Clients must not deliberately structure trades to exploit predictable partial-fill behaviour or fragmented liquidity.

61. SLIPPAGE EXPLOITATION

Clients must not use strategies designed primarily to systematically capture favourable slippage while avoiding, manipulating or exploiting circumstances giving rise to adverse execution.

62. REQUOTE AND REJECTION EXPLOITATION

Clients must not structure trading activity to systematically exploit predictable:

- Requotes
- Order rejections
- Processing responses
- Execution delays
- Order-handling behaviour

63. SYSTEM VULNERABILITY EXPLOITATION

The Client must not:

- Identify
- Probe
- Test
- Exploit
- Interfere with
- Obtain a trading advantage from any software defect, configuration error, system vulnerability, cybersecurity weakness or infrastructure failure

64. CIRCUMVENTION OF TRADING CONDITIONS

Clients must not circumvent:

- Leverage restrictions
- Maximum lot restrictions
- Account limits
- Instrument restrictions
- Market-hour restrictions
- Exposure restrictions
- Trading-group restrictions
- Geographic restrictions
- Compliance controls
- HFT restrictions
- Scalping restrictions
- Other ByteFX controls

65. ARTIFICIAL OR RISK-FREE PROFIT STRATEGIES

Any strategy designed to generate artificial, guaranteed or effectively risk-free profit through exploitation of ByteFX's:

- Pricing
- Systems
- Promotions
- Account structures
- Execution rules
- Technical errors
- Latency
- Liquidity
- Trading conditions
- Infrastructure is prohibited

66. DETERMINATION OF PROHIBITED TRADING

ByteFX may review a Client's trading individually or together with any reasonably related account. Relevant factors may include:

- Average trade duration
- Minimum trade duration
- Trade frequency
- Trade clustering
- Order-to-trade ratio
- Cancellation ratio
- Modification ratio
- Trading volume
- Position turnover
- Same-second activity
- External price-feed correlation
- Price timestamps
- Execution timestamps
- Latency
- Economic-event trading
- Market-open trading
- Market-close trading
- Expert Advisor activity
- API activity
- Related-account behaviour
- IP addresses
- Device information
- Payment information

- System logs
- Trading logs
- Liquidity-provider data
- Pricing records
- Any other information reasonably relevant to the investigation

ByteFX does not need to establish malicious intent where the Client's trading activity objectively falls within a clearly prohibited category such as HFT or scalping.

67. INVESTIGATION OF PROHIBITED OR SUSPICIOUS TRADING

Where ByteFX reasonably suspects prohibited, abusive, manipulative, fraudulent or toxic trading, ByteFX may investigate the relevant account. During the investigation ByteFX may temporarily:

- Suspend trading
- Place accounts on close-only status
- Prevent new positions
- Restrict instruments
- Disable automated trading
- Reduce leverage
- Suspend account access
- Restrict withdrawals
- Request additional identity verification
- Request source-of-funds information
- Request information concerning the trading strategy
- Examine related accounts
- Review trading and technical records
- Take other proportionate measures reasonably necessary to protect ByteFX

An investigation does not automatically establish wrongdoing.

68. CONSEQUENCES OF PROHIBITED TRADING

Where ByteFX reasonably determines that the Client engaged in prohibited activity, ByteFX may, subject to applicable law:

- Issue a warning
- Restrict the account
- Place the account on close-only status
- Disable automated trading
- Reduce leverage
- Reject new orders
- Close open positions at the next available executable price
- Suspend the account

- Terminate the Client relationship
- Cancel or adjust transactions directly resulting from prohibited activity
- Reverse profits or losses directly attributable to prohibited activity
- Correct account balances
- Restrict withdrawals while an investigation is ongoing
- Offset amounts properly owed by the Client where legally permitted
- Take corresponding action against related accounts participating in the prohibited strategy
- Take other lawful and proportionate remedial action

Where reasonably practicable, adjustments should relate to transactions connected to the relevant prohibited activity.

69. AUTOMATED EXECUTION DOES NOT CONSTITUTE APPROVAL

The fact that ByteFX's trading systems:

- Accepted
- Processed
- Confirmed
- Executedan order does not mean the trading activity complied with these Terms

Automated execution shall not constitute ByteFX's approval of an HFT, scalping, arbitrage, toxic or otherwise prohibited trading strategy. ByteFX's failure to immediately detect prohibited activity does not constitute a waiver of its rights.

70. MANIFEST ERRORS

A "Manifest Error" means an objectively identifiable error involving:

- Price
- Execution
- Instrument specification
- Commission
- Swap
- Financing
- Margin calculation
- Trading conditions
- Transaction processing
- System operation

When determining whether a Manifest Error occurred, ByteFX may consider:

- Underlying market prices
- Independent market data
- Liquidity-provider prices
- Timestamps

- Market conditions
- Server logs
- Trading records
- Other relevant information

Where reasonably practicable, ByteFX may correct an affected transaction to reflect the position that would have existed had the error not occurred.

71. TRADING PLATFORM AND TECHNOLOGY

ByteFX does not guarantee uninterrupted availability of:

- Trading platforms
- Websites
- APIs
- Servers
- Price feeds
- Bridges
- Gateways
- Client portals
- Other technology

Failures may arise from:

- Internet outages
- Telecommunications failures
- Hosting failures
- Software problems
- Hardware failure
- Cyberattacks
- Liquidity-provider outages
- Bridge failures
- Market-data outages
- Maintenance
- Network congestion
- Circumstances outside ByteFX's reasonable control

72. DEPOSITS

ByteFX may accept deposits through payment methods made available to the Client. ByteFX may reject, delay or return a deposit where:

- The sender cannot be verified
- Third-party funding is unauthorised
- Fraud is suspected

- Sanctions concerns exist
- AML/KYC requirements remain incomplete
- A payment provider declines the transaction
- Source of funds cannot be satisfactorily established
- Acceptance creates unacceptable legal or operational risk

ByteFX may require funding methods to be registered in the Client's own name.

73. WITHDRAWALS

Withdrawal requests remain subject to:

- Identity verification
- AML/KYC requirements
- Sufficient available balance
- Payment-provider requirements
- Account-security checks
- Unresolved chargebacks
- Applicable law
- Completion of any legitimate investigation

ByteFX may, where reasonably practicable, return funds to the original funding method. Funds required to maintain open positions may not be available for withdrawal. Any stated processing timeframe is an estimate unless expressly guaranteed.

74. THIRD-PARTY PAYMENTS

ByteFX may reject third-party deposits or withdrawals. Where third-party funding is permitted, ByteFX may require information concerning:

- The payer
- The payee
- Relationship to the Client
- Beneficial ownership
- Source of funds
- Reason for the transaction

75. CHARGEBACKS AND PAYMENT REVERSALS

Clients must not initiate improper chargebacks or payment reversals relating to valid deposits. Where a payment credited to an account is subsequently reversed, ByteFX may:

- Debit the corresponding amount
- Restrict withdrawals
- Suspend the account
- Close positions where necessary to prevent a deficit

- Recover reasonable associated costs, subject to applicable law

76. AML, FINANCIAL CRIME AND TRANSACTION MONITORING

ByteFX may monitor activity for compliance and financial-crime purposes. ByteFX may request further information regarding:

- Identity
- Beneficial ownership
- Source of funds
- Source of wealth
- Transaction purpose
- Payment activity
- Account activity

Failure to provide information may result in account restrictions.

77. SANCTIONS

The Client represents that neither the Client nor, where applicable, its beneficial owners or controlling persons are subject to sanctions that prohibit ByteFX from providing services. ByteFX may immediately suspend, restrict or terminate services where required by law or sanctions requirements.

78. FEES AND CHARGES

The Client agrees to pay applicable:

- Spreads
- Commissions
- Financing charges
- Swaps
- Payment fees
- Currency-conversion charges
- Inactivity charges, where applicable
- Other disclosed fees

Fees may be displayed through the:

- Trading platform
- Client portal
- Website
- Product specifications
- Account conditions
- Fee schedule

79. CLIENT FUNDS

The treatment of Client funds shall be governed by:

- Applicable law
- ByteFX's account structure
- Payment arrangements
- Applicable Client documentation

The Client must not assume that funds benefit from regulatory compensation schemes, statutory deposit insurance or regulated client-money protection unless expressly confirmed by ByteFX.

80. NEGATIVE BALANCES

The availability of negative balance protection depends upon applicable account terms, products and jurisdiction. Where negative balance protection does not apply, the Client may remain liable for a negative balance.

81. CORPORATE ACTIONS

ByteFX may reasonably adjust positions or balances where an underlying instrument is affected by:

- Dividends
- Stock splits
- Reverse splits
- Mergers
- Acquisitions
- Rights issues
- Spin-offs
- Futures expiry
- Futures rollover
- Index rebalancing
- Delisting
- Other corporate or market events

82. FORCE MAJEURE

A Force Majeure Event may include:

- War
- Terrorism
- Civil disturbance
- Natural disaster
- Governmental action
- Sanctions
- Exceptional volatility
- Exchange closure

- Market suspension
- Liquidity failure
- Bank disruption
- Communications failure
- Cyberattack
- Power failure
- Infrastructure failure
- Major technology outage
- Failure of a material service provider

During such circumstances ByteFX may reasonably:

- Suspend trading
- Restrict instruments
- Increase margin
- Reduce leverage
- Reject orders
- Limit position sizes
- Close positions where necessary
- Take other reasonable protective measures

83. CLIENT REPRESENTATIONS AND WARRANTIES

The Client represents and warrants that:

- The Client understands leveraged trading risk
- The Client is responsible for trading decisions
- Information supplied to ByteFX is accurate
- Deposited funds originate from lawful sources
- The Client will comply with these Terms
- The Client will not exploit ByteFX systems
- The Client will not engage in HFT
- The Client will not engage in scalping
- The Client will not engage in other prohibited trading
- The Client will cooperate with reasonable compliance requests
- The Client will comply with applicable law

84. INTELLECTUAL PROPERTY

All intellectual property associated with ByteFX, including:

- Trademarks
- Logos
- Branding

- Software
- Platforms
- Documents
- Interfaces
- Content
- Data
- Designs
- Proprietary technology belongs to ByteFX or its licensors

The Client must not, without written permission:

- Copy
- Reproduce
- Modify
- Redistribute
- Reverse engineer
- Commercially exploit
- Create derivative works from ByteFX intellectual property

85. THIRD-PARTY SERVICES

ByteFX may depend upon third parties including:

- Liquidity providers
- Payment providers
- Platform providers
- Hosting providers
- Verification providers
- Technology vendors
- Data providers
- Banks
- Exchanges
- Counterparties

ByteFX shall not be responsible for independent third-party failures except to the extent liability cannot lawfully be excluded.

86. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, ByteFX, its affiliates, directors, officers, employees and service providers shall not be liable for indirect, incidental, special or consequential loss. This may include:

- Loss of profit
- Loss of opportunity
- Loss of anticipated savings

- Loss of business
- Loss of data
- Trading losses
- Losses caused by market movements
- Losses caused by Client error
- Technology outages
- Internet failures
- Third-party failures
- Events outside ByteFX's reasonable control

Nothing in these Terms excludes liability that cannot legally be excluded.

87. INDEMNIFICATION

To the extent permitted by law, the Client agrees to indemnify and hold harmless ByteFX and its:

- Affiliates
- Directors
- Officers
- Employees
- Contractors
- Andservice providers against reasonable claims, liabilities, damages, costs and expenses arising directly from:the Client's breach of these Terms
- Fraud
- Unlawful activity
- Misuse of ByteFX systems
- Prohibited trading
- Infringement of third-party rights
- False or misleading information supplied by the Client

88. ACCOUNT SUSPENSION

ByteFX may suspend or restrict an account where reasonably justified by:

- Breach of these Terms
- Suspected fraud
- Prohibited trading
- HFT
- Scalping
- AML concerns
- KYC concerns
- Sanctions concerns
- Payment disputes

- False information
- Security concerns
- System abuse
- Legal requirements
- Material operational or reputational risk

89. ACCOUNT TERMINATION

ByteFX may terminate a Client relationship where reasonably necessary. Where circumstances permit, ByteFX may provide notice. Immediate termination may occur where necessary due to:

- Fraud
- Serious prohibited trading
- Sanctions
- AML concerns
- Security threats
- Material breach
- Illegal activity
- Repeated abuse
- Other circumstances requiring immediate protection of ByteFX or its systems

90. CLIENT ACCOUNT CLOSURE

The Client may request closure of an account provided:

- All positions are closed
- Liabilities have been satisfied
- Compliance requirements are complete
- There is no unresolved investigation
- There is no legal restriction preventing closure

Remaining funds will be processed in accordance with applicable withdrawal procedures.

91. DORMANT ACCOUNTS

ByteFX may classify an account as dormant after a prolonged period without trading or other activity. Any inactivity fee must be disclosed before being charged. ByteFX may archive or close dormant accounts in accordance with its procedures and applicable law.

92. COMMUNICATIONS

ByteFX may communicate through:

- Email
- Client portal
- Website notices

- Platform notifications
- SMS
- Telephone
- Other electronic communication methods

The Client is responsible for keeping contact details current.

93. RECORDS

ByteFX's:

- Trading records
- Server logs
- Execution records
- Pricing records
- Platform records
- Account records
- Communications may be relied upon as evidence of activity, subject to any right of the Client to establish an error

94. COMPLAINTS

Clients may submit complaints through ByteFX's designated contact channel. Complaints should include, where relevant:

- Account number
- Transaction number
- Relevant date
- Relevant time
- Description of the issue
- Supporting evidence

ByteFX will investigate complaints in good faith.

95. CONFLICTS OF INTEREST

Circumstances may arise where ByteFX, its affiliates, counterparties or service providers have interests differing from those of the Client. ByteFX may maintain procedures for identifying and managing material conflicts. Relevant conflicts may be disclosed through applicable policies or agreements.

96. PRIVACY AND PERSONAL DATA

ByteFX may collect, process, retain and share Client data where reasonably necessary for:

- Account administration
- Identity verification
- Fraud prevention

- AML/KYC
- Transaction processing
- Trading services
- Risk management
- Legal compliance
- Security
- Legitimate business purposes

Personal information shall be handled in accordance with ByteFX's Privacy Policy and applicable data-protection requirements.

97. THIRD-PARTY LINKS

ByteFX's website may contain links to third-party websites. Such links are provided for convenience only. ByteFX does not necessarily endorse and is not responsible for third-party:

- Content
- Products
- Services
- Security
- Practices

98. ASSIGNMENT

The Client may not assign rights or obligations under these Terms without ByteFX's prior written consent. ByteFX may assign or transfer its rights or obligations in connection with:

- A corporate restructuring
- Merger
- Acquisition
- Transfer of business
- Sale
- Transfer to an affiliate
- Transfer to a successor entity, subject to applicable law

99. SEVERABILITY

If any provision of these Terms is determined to be invalid, unlawful or unenforceable, the remaining provisions shall continue in effect to the fullest extent permitted by law.

100. NO WAIVER

ByteFX's failure to enforce a provision on one occasion does not constitute a waiver of its right to enforce that provision subsequently.

101. ENTIRE AGREEMENT

These Terms, together with applicable:

- Client Agreements
- Policies
- Disclosures
- Product specifications
- Fee schedules
- Account-specific conditions constitute the agreement governing the relevant services

102. AMENDMENTS

ByteFX may update or amend these Terms from time to time. Where required, ByteFX may provide notice of material amendments. Continued use of ByteFX's services after revised Terms become effective shall constitute acceptance where legally permitted. Changes required because of:

- Law
- Regulation
- Security
- Fraud prevention
- Market conditions
- Liquidity conditions
- Third-party service requirements
- Operational necessity may take effect immediately where reasonably required

103. GOVERNING LAW

Unless another written agreement expressly provides otherwise, these Terms shall be governed by and construed in accordance with the laws of Saint Lucia.

104. JURISDICTION

Subject to any mandatory rights applicable to the Client, disputes arising from these Terms or ByteFX's services shall be subject to the exclusive jurisdiction of the competent courts of Saint Lucia.

105. SURVIVAL

Provisions concerning:

- Outstanding liabilities
- Intellectual property
- Prohibited trading
- Investigations
- Indemnification
- Limitation of liability
- Payment obligations

- Confidentiality
- Governing law
- Jurisdiction
- Provisions which by their nature are intended to survive shall remain effective after account closure or termination

106. CONTACT

Questions concerning these Terms should be submitted to ByteFX Capital Ltd using the official contact information displayed on the ByteFX website.

CLIENT ACKNOWLEDGEMENT

By opening, maintaining or using a ByteFX account, the Client confirms that the Client:

- Has read and understood these Terms
- Agrees to be legally bound by these Terms
- Understands the substantial risks associated with leveraged trading
- Acknowledges that trading losses may occur
- Understands that orders may be executed at the next available executable price
- Accepts that positive or negative slippage may occur
- Accepts that spreads may widen
- Understands that market gaps may occur
- Understands and accepts ByteFX's margin and liquidation procedures
- Understands that High-Frequency Trading is prohibited
- Understands that scalping is prohibited
- Understands that tick scalping is prohibited
- Agrees not to engage in arbitrage, toxic flow, abusive trading or system exploitation
- Understands that ByteFX may investigate suspicious or prohibited trading
- Understands that ByteFX may suspend or restrict an account during an investigation
- Understands that ByteFX may take proportionate remedial action against transactions resulting from prohibited trading
- Agrees to comply with AML, KYC and source-of-funds requirements
- Agrees not to circumvent ByteFX's account, trading or risk controls
- Agrees to comply with all applicable laws and ByteFX trading conditions