

Terms and Conditions

COMPANY	Elunix Capital Ltd
LICENSE	2026 - 00534
EFFECTIVE DATE	July 09, 2026
VERSION	v1.0

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SECTION 01

Introduction

- 1.1 These Terms and Conditions (hereinafter referred to as "Terms") govern your access to and use of the website, platforms, and services provided by Elunix Capital, trading as Elunix Capital (hereinafter referred to as "the Company," "we," "us," or "our").
- 1.2 The Company is authorized and regulated by the Financial Services Commission (FSC), BVI (License No. SAMPLE/00/0000). These Terms are issued in compliance with applicable regulatory obligations and should be read in conjunction with the Company's other legal documents, including the Client Agreement, Risk Disclosure Statement, Privacy Policy, and any supplementary terms published on the Company's website.
- 1.3 By accessing the Company's website or opening a trading account, you acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety. If you do not agree with any provision of these Terms, you must immediately cease using the Company's website and services.
- 1.4 The Company reserves the right to amend, modify, or update these Terms at any time and without prior notice. Any such amendments shall become effective upon publication on the Company's website. Your continued use of the website or services following the publication of amended Terms constitutes your acceptance of such amendments.
- 1.5 In the event of any conflict between these Terms and the provisions of a specific agreement entered into between you and the Company (such as the Client Agreement), the provisions of the specific agreement shall prevail to the extent of such conflict.

SECTION 02

Eligibility

- 2.1 To access and use the Company's services, you must be at least eighteen (18) years of age, or the legal age of majority in your jurisdiction of residence, whichever is greater. By using our services, you represent and warrant that you meet the applicable age requirement.
- 2.2 You must have the legal capacity to enter into binding contracts under the laws of your jurisdiction of residence. If you are accessing the Company's services on behalf of a legal entity, you represent and warrant that you have the authority to bind such entity to these Terms.
- 2.3 The Company's services are not available to residents of jurisdictions where the provision of such services would be contrary to local laws or regulations. It is your sole responsibility to determine whether your use of the Company's services complies with the laws of your jurisdiction.

- 2.4 The Company reserves the right to refuse service, terminate accounts, or restrict access to its services at its sole discretion, including but not limited to cases where the Company determines that a user is located in a restricted jurisdiction or has provided false or misleading information during the registration process.

SECTION 03

Account Registration

- 3.1 To use certain features of the Company's services, you may be required to register for an account through the Company's client portal at <https://elunixcapital.com/dashboard>. During the registration process, you agree to provide accurate, current, and complete information as requested.
- 3.2 You are responsible for maintaining the confidentiality of your account credentials, including your username, password, and any other security information associated with your account. You agree to notify the Company immediately of any unauthorized use of your account or any other breach of security.
- 3.3 You are solely responsible for all activities that occur under your account, whether or not you have authorized such activities. The Company shall not be liable for any loss or damage arising from your failure to maintain the security of your account credentials.
- 3.4 The Company may require you to provide additional documentation or information to verify your identity, in accordance with its Anti-Money Laundering (AML) and Know Your Customer (KYC) obligations. Failure to provide the requested documentation may result in the suspension or termination of your account.
- 3.5 You may not create multiple accounts without the prior written consent of the Company. The Company reserves the right to merge or close duplicate accounts and to void any transactions or bonuses associated with such accounts.

SECTION 04

Intellectual Property

- 4.1 All content, materials, and intellectual property displayed on or available through the Company's website and trading platforms — including but not limited to text, graphics, logos, trademarks, images, software, data compilations, page layout, underlying code, and market analysis — are the exclusive property of Elunix Capital or its licensors and are protected by applicable intellectual property laws.
- 4.2 You are granted a limited, non-exclusive, non-transferable, revocable licence to access and use the Company's website and platforms solely for your personal, non-commercial purposes in connection with the services provided by the Company.

4.3 You may not, without the prior written consent of the Company:

- Copy, reproduce, modify, distribute, or publicly display any content from the Company's website or platforms;
- Use any data mining, robots, screen scraping, or similar automated data gathering or extraction methods on the Company's website;
- Reverse-engineer, decompile, or disassemble any software or technology provided by the Company;
- Remove, alter, or obscure any copyright, trademark, or other proprietary notices from the Company's materials;
- Create derivative works based on the Company's content or services.

4.4 Any unauthorized use of the Company's intellectual property may result in the immediate termination of your account and may give rise to civil and criminal liability.

SECTION 05

Acceptable Use

5.1 You agree to use the Company's website and services only for lawful purposes and in accordance with these Terms. You shall not use the Company's services in any manner that could damage, disable, overburden, or impair the Company's systems, servers, or networks.

5.2 You shall not engage in any of the following prohibited activities:

- Using the Company's services for any fraudulent, deceptive, or illegal purpose;
- Transmitting any malicious code, viruses, or harmful programs through the Company's platforms;
- Attempting to gain unauthorized access to the Company's systems, other user accounts, or any computer networks connected to the Company's servers;
- Engaging in any form of market manipulation, abusive trading, or exploitation of system errors or latency;
- Impersonating any person or entity, or falsely representing your affiliation with any person or entity;
- Using the Company's services to launder money, finance terrorism, or engage in any other financial crime.

5.3 The Company reserves the right to investigate and take appropriate legal action against anyone who, in the Company's sole discretion, violates this provision, including without limitation removing the offending content, suspending or terminating the account of such violator, and reporting the violator to law enforcement authorities.

SECTION 06

Third-Party Links

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- 6.1 The Company's website may contain hyperlinks to third-party websites, services, or resources that are not owned or controlled by the Company. The inclusion of any such links does not imply endorsement, affiliation, or sponsorship by the Company.
 - 6.2 The Company has no control over, and assumes no responsibility for, the content, privacy policies, practices, accuracy, or availability of any third-party websites or services. You access and use third-party websites entirely at your own risk.
 - 6.3 The Company shall not be liable for any loss or damage arising from your use of, or reliance upon, any content, goods, or services available on or through any third-party website or resource.
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SECTION 07

Service Availability

- 7.1 The Company endeavours to ensure that its website and trading platforms (MetaTrader 4, MetaTrader 5, Web Terminal) are available on a continuous basis. However, the Company does not guarantee uninterrupted, timely, or error-free access to its services.
 - 7.2 The Company may, at any time and without prior notice, suspend, restrict, or discontinue access to all or any part of its services for scheduled or unscheduled maintenance, system upgrades, security updates, or any other reason the Company deems necessary.
 - 7.3 The Company shall not be liable for any loss, damage, or inconvenience caused by the unavailability, interruption, or malfunction of its website, platforms, or services, including but not limited to losses arising from delayed or failed order execution.
 - 7.4 The Company shall not be liable for any failure or delay in the performance of its obligations under these Terms where such failure or delay results from circumstances beyond the Company's reasonable control, including but not limited to natural disasters, acts of government, war, terrorism, pandemics, power outages, internet service provider failures, and exchange or market rulings ("Force Majeure").
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SECTION 08

Privacy

- 8.1 The Company collects, processes, and stores personal data in accordance with its Privacy Policy, which is available on the Company's website at <https://elunixcapital.com>. By using the Company's services, you consent to the collection and processing of your personal data as described in the Privacy Policy.
- 8.2 The Company implements appropriate technical and organizational measures to protect your personal data against unauthorized access, alteration, disclosure, or destruction. However, no

method of transmission over the internet or electronic storage is completely secure, and the Company cannot guarantee the absolute security of your data.

- 8.3 For questions or concerns regarding the Company's data protection practices, you may contact the Data Protection Officer at dpo@elunixcapital.com.

SECTION 09

Limitation of Liability

IMPORTANT NOTICE

The limitations of liability set forth in this section apply to the fullest extent permitted by applicable law. Nothing in these Terms excludes or limits the Company's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded by law.

- 9.1 To the maximum extent permitted by applicable law, the Company, its directors, officers, employees, agents, and affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of data, loss of business opportunity, or loss of goodwill, arising out of or in connection with your use of the Company's website or services.
- 9.2 The Company's website and services are provided on an "as is" and "as available" basis, without warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 9.3 The Company does not warrant that the information, content, or materials available on its website are accurate, complete, reliable, or current. Any reliance you place on such information is strictly at your own risk.
- 9.4 In no event shall the Company's total aggregate liability to you for all claims arising out of or relating to these Terms or your use of the Company's services exceed the total amount of fees paid by you to the Company during the twelve (12) months immediately preceding the event giving rise to the claim.

SECTION 10

Indemnification

- 10.1 You agree to indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, licensors, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- Your use of the Company's website or services;
- Your violation of these Terms or any applicable law or regulation;
- Your violation of any rights of a third party, including intellectual property rights;
- Any content or information you submit, post, or transmit through the Company's services.

10.2 The Company reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with the Company in asserting any available defences.

10.3 This indemnification obligation shall survive the termination or expiration of these Terms and your use of the Company's services.

SECTION 11

Governing Law

11.1 These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of British Virgin Islands.

11.2 Any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity, or termination, shall be submitted to the exclusive jurisdiction of the courts of British Virgin Islands, unless otherwise required by applicable law.

11.3 If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from these Terms and the remaining provisions shall continue in full force and effect.

11.4 The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by an authorized representative of the Company.

SECTION 12

Contact Information

12.1 If you have any questions, concerns, or complaints regarding these Terms or the Company's services, you may contact us using the details provided below.

Company	Elunix Capital
Registration Number	2026 - 00534

Registered Address	Elunix Capital Ltd, Ground floor, Rodney Court Building, Rodney Bay, Gros Islet, St.Lucia
Website	https://elunixcapital.com
General Support	support@elunixcapital.com
Telephone	+1 000 000 0000
Compliance	compliance@elunixcapital.com

12.2 All formal notices to the Company must be sent in writing to the registered address specified above or by email to the relevant department. The Company will endeavour to respond to all enquiries within a reasonable timeframe.

Document	Terms and Conditions
Company	Elunix Capital Ltd
Effective Date	July 09, 2026
Website	https://elunixcapital.com
Support	support@elunixcapital.com

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