CXM DIRECT CopyTrading Platform

Terms & Conditions

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CXM DIRECT CopyTrading Terms & Conditions sets out the specific terms that will apply to you when using the copy trading functionality on the CXM DIRECT platform.

The users including Followers and Providers of the CopyTrading service must read the CXM DIRECT CopyTrading Terms & Conditions (hereinafter referred to as the "Terms & Conditions") carefully before accepting the Agreement.

By using the copy trading service or by clicking to accept or agree to the Terms & Conditions when this option is made available to you, you accept and agree to be bound and abide by these Terms & Conditions, and our Policy.

By continuing to access or use the copy trading service (hereinafter referred to as the "Service"), you consent to bear all the risks and the loss incurred as provided in the Agreement. The terms in this Agreement apply to you in addition to the Standard Terms & Conditions, which apply to all of our services and not just copy trade uploaded on the CXM DIRECT.com website.

You should obtain independent advice and refer to our Terms & Conditions before deciding whether to trade with us.

CXM DIRECT may revise and update these Terms & Conditions from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the website. Your continued use of the site following the posting of revised Terms & Conditions means that you accept and agree to the changes. You are expected to check this page from time to time, so you are aware of any changes, as they are binding on you.

TERMINOLOGY

CXM DIRECT – CXM Direct LLC ("CXM DIRECT") is a Limited Liability Company in Saint Vincent and the Grenadines with company number 444LLC2020 IBC. The Registered Office: Suite 305, Griffith Corporate Center, with The Financial Services Centre at Stoney Ground, Kingstown, St. Vincent & the Grenadines VC9921.
Service - the entire service of CXM DIRECT CopyTrading is maintained by the CXM Direct LLC (CXM DIRECT). When using the copy trading service, we are not providing investment management services to you whether discretionary or otherwise; we are permitting you to take advantage of functionality that permits you to execute multiple orders without manual intervention on an execution-only basis. If you require an investment management service, we are not able to provide this to you.
Performance Fee - is the percentage of the total Net Profit generated by the CopyTrading in the Follower Account.
CXM DIRECT Copy Trading System - the system provided and maintained by CXM DIRECT.
Mirroring- the trading functionality, which allows the Follower to copy the trades of the Provider (Experienced trader). This is done on a pro-rata basis with the same products and the same trading instructions.
Follower - active customer of CXM DIRECT which applies the Service expressing direct intention to authorize CXM DIRECT on behalf of the Follower to mirror the Trading operations performed by another active customer within the Account of the Follower.
Provider (Experienced Trader) – active customer of CXM DIRECT who performs Trading operations chosen for mirroring by the Follower. The Provider's history of trading operations is presented to the Follower by CXM DIRECT CopyTrading via the Website.
Terms & Conditions - the body of legal documentation (including any kind of the Service descriptions, other regulations, or legal documents presented to Follower / Provider) related to the Service.
Trading Operations - exact transactions, decisions, and other actions performed by the Provider chosen for mirroring by the Follower.
Website – www.cxmdirect.com
Account – respective Follower or Provider's account in order to use the Service.
Party/Parties – the respective party of current Terms & Conditions or respective parties together.



1. CLASSIFICATION OF TRADE

1.1 The copy trading service ("CXM DIRECT CopyTrading" or the "CopyTrading") may result in trades in a number of financial instruments. Each trade opened on the Follower's behalf as part of the CopyTrading functionalities will usually be classified under the same asset class as classified in the copied account.
1.2 If you are restricted from trading a certain asset class or specific product due to Applicable Law or other regulatory requirements, then we will take reasonable steps, where permitted by Applicable Law and where our service enables this, to ensure that an equivalent or similar trade is opened in the Follower's account to replace the restricted trade (for example, replacing a CFD trade with a trade in the underlying product). If we replace a trade for the Follower, we cannot guarantee that the risk rating and economic performance of the replacement trade will match that of the restricted trade.
1.3 Where in our sole discretion we do not replace trade with an equivalent or similar trade for any reason (for example, as a result of restriction due to Applicable Law or where no suitable replacement exists), the Follower's economic performance, portfolio composition, risk rating and other factors relating to the Follower's portfolio may deviate from that of the CXM DIRECT trader being copied.

2. LIABILITY DISCLAIMER

2.1. CXM Direct shall not be liable for any loss, whether such loss is direct, indirect, special or consequential, suffered by Follower as a result of use of the Service, its software or content. Any Trading Operations performed by Follower (including choice of the Provider) are done at own risk and the Follower shall be solely responsible for any loss/ damage to any third parties if such occur.
2.2. The Provider shall not be liable for any loss, whether such loss is direct, indirect, special or consequential, suffered by Follower as a result of use of the Service, its software or content. Any Trading Operations performed by Follower (including choice of the Provider) are done at own risk and the Follower shall be solely responsible for any loss/ damage to any third parties if such occur.
2.3. The Follower accepts that during use of the Service mirroring delays may occur which are natural effects of IT software and its infrastructure involving global internet, data transmission between Provider and its Followers. The Follower accepts that during such suspension the overall trading situation may change and result in unintended loss or profit for the Follower. In this case, the Follower shall keep CXM DIRECT and the Provider indemnified against any claims concerning any losses/ damages suffered, which means that CXM DIRECT and the Provider hold no liability towards the Follower concerning the losses/ damages borne.
2.4 Subject to Applicable Law, CXM Direct LLC will be liable for any losses arising from:
a) Actions are taken by us to carry out the Follower/Provider's written or spoken instructions.
b) Decisions or actions were taken by an CXM DIRECT trader that the Follower has chosen to copy.
c) Specific investment decisions or actions taken or omitted in good faith by the CopyTrading.
d) Software failure, system or communications error, bugs or viruses relating to the Services and /or the Follower/Provider's account.

3. GENERAL PROVISIONS

3.1. Status of CXM DIRECT
3.1.1. CXM DIRECT CopyTrading under the Terms & Conditions acts as a separate Party, neither undertaking any powers delegated by Follower and/or Provider nor acting as an agent or authorized representative of any Party. It is settled that CXM DIRECT CopyTrading provides the Service solely as the result of its intellectual work, which combines technological, know-how and other solutions of CXM DIRECT CopyTrading for Follower's benefits.
3.1.2. CXM DIRECT CopyTrading guarantees that it has taken all the necessary and reasonable background checks on the Provider, to collect the most accurate historical data on Provider, and



guarantees that the information for the Follower set out within the Website contains a certain trade history of the Provider familiar to CXM DIRECT CopyTrading.
3.1.3. CXM DIRECT CopyTrading guarantees that it has not rearranged or distorted the Provider's data or any other data of the Provider upon which the Follower makes the decision to mirror the Trading operations.
3.1.4. CXM DIRECT CopyTrading guarantees that it shall maintain high standards of confidentiality towards the Follower and/or Provider according to the Privacy Policy of CXM DIRECT and, if applicable, its Affiliated Companies.
3.1.5. CXM DIRECT CopyTrading has been authorized by the Follower to organize all the appropriate technical and organizational conditions for the Follower to be capable to use the Service.
3.1.6. By these the Follower and the Provider acknowledge the exclusive status and rights of CXM DIRECT CopyTrading, which result as CXM DIRECT CopyTrading's unilateral ability to administer and moderate Provider's and Follower's Accounts in CXM Direct, especially - names, graphics, images, texts and all other content included and related to the use of the Service; to suspend or terminate the Account functionality if the Provider or the Follower violates or does not comply with best behavior principles in internet or acts unethically, especially if such actions offend legal rights of the third parties or threaten to result as reputation damage to CXM DIRECT or its Affiliated Companies.
3.2. Status of the Follower
3.2.1. The Follower does not physically execute the Follower's own Trading Operations. Instead, the Follower mirrors the Trading operations of the Provider.
3.2.2. The Follower unilaterally and by sole discretion chooses the Provider to mirror grounding on the Provider's Performance data. The Follower understands that it is their responsibility to properly evaluate and perform appropriate due diligence on the Provider prior to engaging its services. The Follower has reviewed the Provider's registration, authorizations, regulatory requirements, performance and suitability prior to accepting these Terms & Conditions.
3.2.3. The Follower shall not deem the Service as investment advice. CXM DIRECT does not recommend or endorse any Provider(s) and whilst CXM DIRECT does not supervise the Provider's past performance, trading activities in the Account or performance in the Account, whilst CXM DIRECT CopyTrading attempt to monitor the Provider's performance against projections.
3.2.4. The Follower understands that the Provider may not be authorized or registered and, therefore, may not be regulated, reviewed or monitored by any regulatory or governmental agency. If the Provider is authorized or registered, the Follower understands that the rules to which the Provider is subject may vary from the rules in the Follower's jurisdiction.
3.2.5 The Follower understands that the signal may or may not be provided by direct client of CXM DIRECT. The Follower's trading operations shall, regardless the use of the Service and actions of the Provider, still fall under the respective provisions of legal documentation of the company the Follower trades with.
3.2.6. The Follower's personal data can be disclosed and accessible to the public if the Follower issues permission for the Follower's personal data processing. Such permission shall be obtained if the Follower fulfils certain requirements set by CXM Direct within the Follower's Account.
3.3. Status of the Provider
3.3.1. The Provider is a customer of CXM DIRECT who uses the respective service of CXM DIRECT CopyTrading and expresses the acceptance to become subscribed and mirrored by the potential Followers.
3.3.2. The Provider does not provide investment advisory service and is not employed by CXM DIRECT. CXM DIRECT has not entered into any legal relations with the Provider as investment advisor.
3.3.3. The Provider has accepted Privacy Policy of CXM Direct (if applicable) as binding and allows CXM DIRECT to process the personal data of the Provider – especially the Trading operations and previous trading history for the purposes of the Service provision.
3.3.4. The Provider has authorized CXM DIRECT to present the Provider's trading history to the potential Followers.
3.3.5. The Provider according to the Terms & Conditions and upon the Provider's sole discretion may decide whether the Provider's Trading Operations are being watched, subscribed, or followed by the Followers. In this case as soon as the Provider activates Provider's Account the Provider simultaneously acknowledges (gives permission of the Provider's personal data processing) that the Provider's



Performance Data, which include but not limited to, the Provider's history of the previously executed Trading Operations – becomes public and accessible to every third party, including potential Followers.
3.3.6. The Provider is entitled to promote the Provider's status in public and demonstrate the total number of Followers and other Provider's Performance Data.
3.3.7. The Provider shall always act upon the good faith protecting the interests of the Followers, directly dependent on the Provider's activities within the framework of the Terms & Conditions, by the Provider's best efforts.

4. THE OVERALL SERVICE DESCRIPTION

4.1. The Provider acts upon the Provider's own unbounded will and the Provider is free to decide at the Provider's own sole discretion which Trading Operations to execute. The Follower has no right to affect the Provider's decisions on the upcoming Trading Operations and furthermore by this it has been settled that no legal relations between the Follower and the Provider exist.
4.2. The Provider has no right to monitor any Follower Accounts.
4.3 The Follower acknowledges the fact that the Follower has become acquainted with relevant Terms of Business, Risk Disclosure Policy, and Order Execution Policy of the Follower's trading in Financial Instruments as the Follower becomes the client of CXM DIRECT.
4.4 The Follower has been operating with the set of the IT tools provided by CXM DIRECT CopyTrading in order to maintain control on subscribing and mirroring of the Trading Operations during the use of the Service.
4.5 The Follower has right to set the Follower's own parameters of "Subscription", "Maximum Open Volume", and "Risk Management", which determines the volume in lots, the opening of trades and the closing of trades for the mirroring of the Trading Operations. Additionally, Follower has the right to set copy filters, which include "trading instrument", "trade direction", "Copy Method" by balance or equity, "Copy Mode" by auto-scale, multiply, lots proportion, fixed; position auto-close configuration by Total Loss, Floating Loss or Total Profit
4.6 Without prejudice to the generality of Articles 4.1-4.4, the Follower further grants CXM DIRECT CopyTrading full power and discretion to perform the following functions on behalf of the Follower (and without prior additional reference to the Follower),
4.6.1. to open and close trades in the Follower's investment account as deems appropriate for the Follower;
4.6.2. to purchase (or otherwise acquire), sell (or otherwise dispose of), maintain, exchange or trade in Financial Instruments (including CFDs) in any manner whatsoever;
4.6.3. to enter into Contracts for Difference and hence place Quotes and Orders for transmission or execution with another investment firm or bank;
4.7. The Follower is charged for Performance Fees on each copied opened trade during subscription to Provider, according to the profit-sharing rules set by the Provider as the Follower agrees to the subscription. CXM DIRECT reserves a right to introduce amendments to such rules at any time if reasonable and justified circumstances occur.
4.8. The Provider according to the information published on the Website shall receive the remuneration from CXM DIRECT according to the sum of fees described in Articles 4.9 and 4.10.
4.9. The Follower agrees to pay Performance Fees when the accumulated net profit from the previous profit calculation ("Positive Profit Method") is positive (deducting any swap, extra commission and mark-up applied), alternatively Performance Fees are paid when the accumulated net profit reached a new historic high during the new payment interval if "High-Water Mark" calculation method is applied.
4.10. If the accumulated net profit from the last profit calculation is negative, the Follower does not pay any profit until the accumulated net profit becomes positive.
4.10.A (Performance fee percentage and Trading interval).
Positive profit: Each profitable trading interval is subject to performance fee.
High-Water Mark: A profitable trading interval is subject to performance fee only if its profit increases the peak lifetime income of the subscription.
4.10.B If not using HWM and instead using Positive Profit with Per Trade Interval Performance fee will be taken from every positive trade, eg.



Performance fee = 20%
Interval: Per Trade
Trading result Mode: Positive Profit
Trade 1 PnL = $50 → $10 Performance fee will be paid out;
Trade 2 PnL = - $100 → No Fee;
Trade 3 PnL = $20 → $4 Fee will be paid out;
Trade 4 PnL = $60 → $12 Fee will be paid out
4.11. The Follower understands and confirms that the Follower hereby authorize CXM DIRECT to calculate and deduct the agreed Performance Fees directly from the named account number for the purpose of renumerating the Follower's Provider subject to interval of the program.
4.12 The Provider and Follower understand that the Performance Fees calculation shall be pending the current interval is close, Daily =midnight, weekly= Sunday, Monthly =1st of following month.
4.13. CXM DIRECT and its Affiliates (if applicable) bares no responsibility if the Follower's account makes a withdrawal and transferal request that leads to failure in deduction of fees.
4.14. CXM DIRECT bears no responsibility if any forced liquidation of trades or relevant trading operations is caused after a deduction of fees or termination of subscription occurs.

5. LIMITATIONS TO THE PARTIES

5.1. The Provider may not be allowed to execute the changes described within the Article 3.3.5 until the Provider's Follower no longer holds status of following.
5.2. The Parties acknowledge that Due Diligence process initiated by CXM DIRECT CopyTrading may take place after any Party has qualified for certain requirements and policies defined. This process is obligatory for the Parties if CXM DIRECT CopyTrading applies it individually towards any of them. Rights of the Parties may be suspended or terminated in case of failure to meet such requirements and policies.
5.3. Either Party may unilaterally terminate the subscription, such that (a) upcoming Trading operations are not available to be mirrored for the Followers, (b) upcoming Trading operations do not apply to the Follower's Account.
5.4 CXM DIRECT has right upon its own sole discretion to terminate or modify the subscription if reasonable and justified circumstances occur.
5.5 CXM DIRECT has right upon its own sole discretion to suppress or modify the fee, the profile and the status of the Provider towards the Followers if reasonable and justified circumstances occur.

6. OBLIGATIONS AND RIGHTS OF THE PARTIES

6.1. The Follower and the Provider agree that they shall:
6.1.1. undertake all responsibility for compliance with legislation, including, but not limited to, currency, tax and other legislations of the country of residence, including full responsibility for commercial activity arising from the use of the Service.
6.1.2. provide true and accurate data to CXM DIRECT CopyTrading.
6.1.3. Acknowledge the meaning of the Terms & Conditions.
6.1.4. Fully understand the consequences of their actions.
6.2. The Parties certify that by no means they shall ever act under the influence of alcohol or drug intoxication. Parties must understand and manage their own behavior.
6.3. The Follower and the Provider agree that they shall not:
6.3.1. undertake any liabilities or rights on behalf of CXM DIRECT or its Affiliated Companies.
6.3.2. use CXM DIRECT or CXM DIRECT CopyTrading trademarks for any individual purposes.
6.3.3. make any guarantees or any claims in connection with payments on behalf of CXM DIRECT or its Affiliated Companies or using the brand name and/or trademark of CXM DIRECT or CXM DIRECT CopyTrading.
6.3.4. Perform any other actions that may cause any damage to CXM DIRECT or its Affiliated Companies or raise any complaints against CXM DIRECT or its Affiliated Companies from third parties.



6.4. Should as a result of the Follower's and/or Provider's failure to comply with the Terms & Conditions, legal proceedings be initiated against the CXM DIRECT, all losses suffered by the CXM DIRECT shall be fully compensated by respective Party.

7. GENERAL PRINCIPLES OF CAPITAL DEPOSIT / WITHDRAWAL

7.1. All the transactions related to the deposit/withdrawal of the Capital of the Follower must be executed following the indications of CXM DIRECT CopyTrading displayed on the Website.
7.2. Besides Article 7.1 of the Terms& Conditions the process of deposit/withdrawal of Capital is also organized in accordance with the procedures of CXM DIRECT and, if applicable, its Affiliated Companies described within other legal documentation/ services descriptions and other relevant information within the Website.

8. PLACING AN ORDER AS A FOLLOWER

8.1. The Followers do not have to make a deposit within the Social Trading portal and can activate the subscription after the registration to launch the copying process
8.2. We will then automatically execute that order for the Follower, which means we will not obtain the Follower's confirmation before we do this. The opening of such transactions shall not require any prior consultation, consent, or approval. The minimum of each trade is 0.01 standard lots.
8.3. When the Follower is using our CopyTrading service, we will only copy Provider trader's account. This means that we will not copy any trades in the Provider's account which were entered into before this point.
8.4. The copy trading service has a number of other functionalities that we may make available to the Follower or the Provider from time to time. However, we may add, remove, or change the availability and features of these functionalities, at our discretion. This may impact how the Follower and the Provider can use the copy trading service on our platform.

9. FEES AND COSTS

Performance Fee is the percentage of the total Net Profit generated on the CopyTrading Account.
9.1. For the Followers
9.1.1. Depending on what a Provider wishes to charge for the CopyTrading, the cost of following may vary. Some may charge nothing to provide free strategies, or some may charge a **Performance Fee** depending on what the Provider think the CopyTrading is worth. Before starting a subscription, the follower can check such Performance Fee in the offer he is going to invest.
9.1.2 CXM DIRECT does not charge commission for the service of CXM DIRECT CopyTrading. CXM DIRECT's revenue comes from the SELL/BUY spread of the trades the Follower and the Provider place.
9.1.3. The Performance fee may not exceed 80% (CXM DIRECT reserves a right to introduce amendments to such rule at any time in the future if any business need occurs).
9.1.4. Please refer to Paragraph 4.9 for the definition of Performance Fee calculation methods and its application.

9.2. For the Provider

9.1.5. If the Follower stops copying the subscription, the performance fee will be deducted immediately.
9.1.7. If the Follower does not have enough balance to pay the performance fee, our team will reject the withdrawal request.
9.1.8. Please refer to (section 4) of the terms & conditions (The overall service description) for a more detailed explanation.



9.2.1. Depending on what a Provider considers the Provider's strategy is worth and what the Provider thinks the Followers would be willing to pay for it, the Provider can set the Performance Fees for copying.
9.2.2. When a trader becomes a Provider, the Provider is allowed to set the Performance Fee up to 80% of the Follower(s)'s Net Profit. (Followers enroll in programs at their own discretion.)
9.2.3. CXM DIRECT reserves a right to introduce amendments to how Performance Fee is charged at any time in the future if any business need occurs.
9.2.4 Copy trading does not support "Close by Hedge, or "Open to close" trading.

10. RISK NOTICE

10.1. In making a decision to copy a specific trader or traders, the Follower/Provider should consider the Follower/Provider's financial situation, including the Follower/Provider's financial commitments. You should understand that copy trading is highly speculative and that the Follower/Provider could sustain significant losses exceeding the amount used to copy a trader or traders because of the following:
a) It will involve automated trading execution whereby trades are opened and closed in the Follower/Provider's account without the Follower/Provider's manual intervention.
b) Copied trades in amounts lower than the minimum trade will not be opened.
c) The system does not allow the Follower/Provider to copy all trades which are currently open, or were previously opened. Copying will only be done for future trades.
d) Cash-out and withdrawals by the copied trader, when the Follower/Provider are using the CopyTrading functionality may also generate a materially different result than the trader that the Follower/Provider copied as it may affect the copy trading proportions. This is due to a number of different factors including starting account balance, minimum trade size, the investor's account settings, differences in spread, interest and investment price at the time of investment, and also the difference in fees that may be incurred. e) following/copying the trading decisions of inexperienced and/or unprofessional traders. f) following/copying traders whose ultimate purpose or intention, or financial status may differ from the Follower's; and/or g) The risk that the Follower does not have access to manage the Follower's copied orders in the trade order. h) the risk that third parties may gain data access to the Account. i) the risks related to Force Majeure events such as natural disasters, military activities, strikes, riots, interruptions to the functionality of networks and other IT equipment, interruption of the electric power, etc. j) the risk that the Follower and/or Provider may misunderstand or misinterpret the Terms & Conditions. k) the risk of late notification to CXM DIRECT or its Affiliated Companies of criminal, fraudulent, or any other illegal actions with the Capital which are contrary to the Terms & Conditions. l) the risk of unforeseen delays when transferring Capital between Accounts or untimely execution of deposit/withdrawal requests m) the risk of a unilateral change of the status by any of the Parties according to Article 5.3 of the CopyTrading Terms & Conditions.

10.2. Past performance, risk scores, statistics, and any other information with respect to CXM DIRECT traders under our CopyTrading functionality are not reliable indicators of future performance. We do not represent or guarantee that the Follower will achieve profits or losses similar to those shown on the CXM DIRECT trader/portfolio that the Follower is copying.

11. OTHER PROVISIONS

11.1 The Terms & Conditions commence from the moment these have been accepted by the respective Party.

11.2 The Parties acknowledge that the CXM DIRECT CopyTrading has a right to introduce amendments to the provisions of the at any time having given the Party notification. Such amendments shall come into force and become binding for the Party from the date specified in the notification.

11.3. By accepting the Provider simultaneously grants the permission to process its personal data by CXM DIRECT, its Affiliated Companies and any third party for marketing purposes and promotion of the Service, including use of the data within charts, surveys, reports, IT software products, web apps, etc. developed by CXM DIRECT or its Affiliated Company, and used by any third party.



11.4. Should one or more provisions of the Terms & Conditions become invalid, null and void by any reason, it shall not affect the validity of any other provision herein.

11.5. The Parties do not compensate each other for moral damage.

11.6. In case of discrepancy between English and other language texts of the Parties shall execute measures in order to identify the actual sense of appropriate conditions. In case of a mismatch, the English text prevails.

11.7 We may not provide all our Services to customers domiciled in certain countries due to restrictions under Applicable Law, or restrictions under our internal policies (these are known as "restricted countries"). If the Follower/Provider is a resident of a restricted country, the Follower/Provider may be able to access some of our Services, but not all of our Services. We may change the list of restricted countries, as well as the Services that are available in a restricted country, from time to time. For further information, please speak to us, our contact details are available in clause 11 – "Communicating with you".

11.8 The Follower/Provider must not give any third party (including minors) any access to and/or control of the Follower/Provider's CXM DIRECT account. If the Follower/Provider elect to give another person access to and/or control of the Follower/Provider's CXM DIRECT account, the Follower/Provider do so at the Follower/Provider's own risk and we will not be responsible for the decisions of that third party. For example, if the Provider places trades or if the Follower places copy trades and make a loss, we won't refund the Follower/Provider that money. We reserve the right to cancel or reject any orders placed by any third party for security and/or legal reasons.

12. COMMUNICATING WITH YOU

If you have any further enquiries, please contact us through below channels:
(a) "Live Chat" button in our platform / Visit our Live Chat Link from the website homepage – www.cxmdirect.com
(b) Complaint email: support@cxmdirect.com