



Trusted  
by trader

# Terms and Condition

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# Terms and Conditions

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# 1. Introduction

Welcome to EarthDex FX. These terms and conditions ("Terms") govern the use of our forex brokerage services ("Services") provided by EarthDex FX ("Company"). By accessing and using our Services, you ("Client") agree to comply with these Terms. If you do not agree with these Terms, please refrain from using our Services.

EarthDex FX is committed to providing a transparent and secure trading environment. Our Terms are designed to protect both the Client and the Company by setting clear guidelines for the use of our Services.

## 2. Account Opening

### 2.1 Registration

To open an account with EarthDex FX, clients must complete the registration form available on our website, providing accurate and complete information. This includes personal details, contact information, and financial background. Clients will also need to agree to our Terms and Privacy Policy during registration.

### 2.2 Identity Verification

Clients must provide valid identification documents for verification purposes as part of our Know Your Customer (KYC) process. Acceptable documents include government-issued IDs (passport, driver's license), utility bills, and bank statements. Verification ensures compliance with regulatory requirements and helps protect against fraud and money laundering.

### 2.3 Account Types

EarthDex FX offers various account types tailored to different trading needs, such as Standard, Premium, and VIP accounts. Each account type has specific features, benefits, and requirements, which are detailed on our website. Clients should choose an account type that best fits their trading style and financial capacity.

### 2.4 Minimum Deposit Requirements

Each account type has a minimum deposit requirement, which must be met to activate the account. Details of the minimum deposit for each account type are available on our website. The minimum deposit ensures that clients have sufficient funds to engage in trading activities and meet margin requirements.

## 3. Trading Operations



### **3.1 Trading Terms**

All trades executed through EarthDex FX are subject to our trading terms and conditions, including available instruments, trading hours, and margin requirements. Clients should review these terms on our website before trading. Trading terms include specific guidelines on the use of leverage, acceptable trading strategies, and prohibited practices such as scalping or arbitrage.

### **3.2 Order Placement**

Clients can place orders through our trading platform, which includes market orders, limit orders, and stop orders. It is the client's responsibility to ensure the accuracy of the order details before submission. EarthDex FX provides a user-friendly interface and comprehensive trading tools to assist clients in placing accurate orders.

### **3.3 Order Execution**

Orders are executed at market prices, subject to market conditions and liquidity. EarthDex FX strives to execute orders promptly but cannot guarantee execution at a specific price. Slippage may occur during periods of high volatility. EarthDex FX ensures transparency in order execution and provides real-time updates on order status.

### **3.4 Margin and Leverage**

EarthDex FX offers leverage options to enhance trading capacity. Clients must understand that leverage can amplify both gains and losses. Margin requirements are specified on our platform and must be maintained to keep positions open. Failure to maintain the required margin may result in the automatic closure of positions.

### **3.5 Trading Hours**

Trading hours for different instruments are specified on our website. Clients should be aware of the trading hours to avoid placing orders outside the active trading periods. EarthDex FX provides detailed information on trading sessions for major currency pairs, commodities, and indices.

### **3.6 Trading Platform**

EarthDex FX provides a proprietary trading platform with various tools and features to assist clients in their trading activities. Clients are responsible for familiarizing themselves with the platform's functionality. The platform includes charting tools, technical indicators, and real-time market data to support informed trading decisions.



### **3.7 Stop-Loss and Take-Profit Orders**

Clients can use stop-loss and take-profit orders to manage risk and secure profits. These orders are designed to close positions automatically when the market reaches a specified price level. EarthDex FX encourages the use of these risk management tools to enhance trading discipline and protect against adverse market movements.

## **4. Deposits and Withdrawals**

### **4.1 Deposit Procedures**

Deposits can be made via the methods specified on our website, including bank transfers, credit/debit cards, and e-wallets. Funds must originate from accounts held in the client's name to ensure compliance with anti-money laundering regulations. EarthDex FX provides detailed instructions for each deposit method to facilitate a smooth transaction process.

### **4.2 Withdrawal Procedures**

Withdrawals are processed upon client request, subject to verification and available funds. Clients must provide accurate banking details to facilitate the withdrawal process. EarthDex FX aims to process withdrawal requests promptly, but processing times may vary depending on the chosen method.

### **4.3 Processing Times**

Processing times for deposits and withdrawals vary depending on the method chosen. While EarthDex FX aims to process transactions promptly, delays may occur due to banking or technical issues. Clients are encouraged to plan their transactions in advance to account for potential delays.

### **4.4 Fees**

Fees may apply to deposits and withdrawals, depending on the method used. Details of applicable fees are available on our website. EarthDex FX strives to keep fees transparent and competitive to provide value to clients.

### **4.5 Anti-Money Laundering (AML) Compliance**

EarthDex FX is committed to combating money laundering and terrorist financing. As part of our AML policy, clients may be required to provide additional documentation to verify the source of funds. Compliance with AML regulations ensures the integrity of our financial system and protects clients from potential fraud.



## 5. Fees and Charges

### 5.1 Trading Fees

EarthDex FX charges commissions and spreads on trades. The applicable fees are outlined on our website and may change periodically. Clients should review the fee schedule regularly. Transparent fee structures allow clients to understand the cost of trading and make informed decisions.

### 5.2 Non-Trading Fees

Additional fees may apply for non-trading activities such as account maintenance, withdrawals, and currency conversion. Details of these fees are provided on our website. Non-trading fees are designed to cover administrative costs associated with account management and transaction processing.

### 5.3 Inactivity Fees

Accounts that remain inactive for a specified period may be subject to inactivity fees. Clients will be notified of such fees in advance. Inactivity fees encourage active account management and help cover the cost of maintaining dormant accounts.

### 5.4 Fee Changes

EarthDex FX reserves the right to amend its fee structure. Clients will be notified of any changes to fees and charges in a timely manner. Clients are encouraged to review the updated fee schedule and understand the implications of any changes on their trading activities.

## 6. Client Funds Protection

### 6.1 Segregated Accounts

Client funds are held in segregated accounts, separate from EarthDex FX's operational funds, to ensure their protection. This practice helps safeguard client assets in the event of company insolvency. Segregated accounts provide clients with confidence that their funds are managed responsibly.

### 6.2 Compensation Schemes

Clients may be eligible for compensation under relevant schemes in case of company insolvency or financial failure. Details of applicable compensation schemes are available on our website. Compensation schemes offer an additional layer of protection for client funds.



## 6.3 Negative Balance Protection

EarthDex FX provides negative balance protection to ensure that clients cannot lose more than their account balance. This protection is designed to safeguard clients from excessive losses during volatile market conditions. Negative balance protection is a crucial feature for managing risk and ensuring responsible trading practices.

## 7. Risk Disclosure

### 7.1 Market Risks

Trading in forex and other financial instruments involves significant market risks, including price volatility and fluctuations. Clients should understand that past performance is not indicative of future results. Market risks are inherent in trading and can result in substantial financial loss.

### 7.2 Leverage Risks

Leverage can amplify gains but also magnify losses. Clients should use leverage cautiously and be aware of the potential for rapid account depletion. EarthDex FX provides educational resources to help clients understand the implications of leverage and manage their exposure effectively.

### 7.3 Liquidity Risks

Certain market conditions may affect the liquidity of trading instruments, making it difficult to execute orders at desired prices. Clients should be aware of liquidity risks and plan their trading strategies accordingly. Liquidity risks can lead to slippage and unexpected losses during periods of market stress.

### 7.4 System Risks

Technical issues such as system failures, connectivity problems, or software glitches can impact trading activities. EarthDex FX strives to maintain robust systems but cannot guarantee uninterrupted access. Clients are encouraged to have contingency plans in place to address potential system risks.

### 7.5 Political and Economic Risks

Political events, economic data releases, and government policies can significantly impact market conditions. Clients should stay informed about global events that may affect their trading activities. EarthDex FX provides market analysis and news updates to help clients navigate political and economic risks.

## 8. Client Responsibilities





## **8.1 Accurate Information**

Clients must provide accurate and up-to-date information during registration and account management. Inaccurate information can lead to account suspension or termination. Maintaining accurate records is essential for compliance and effective communication.

## **8.2 Compliance with Laws**

Clients must comply with all applicable laws and regulations in their jurisdiction. This includes tax obligations and reporting requirements related to trading activities. Compliance with legal obligations ensures the legitimacy and transparency of trading operations.

## **8.3 Monitoring of Account**

Clients are responsible for monitoring their accounts and ensuring there are sufficient funds to meet margin requirements. Regular account monitoring helps prevent margin calls and ensures the timely execution of trading strategies.

## **8.4 Reporting of Issues**

Clients should report any issues or discrepancies in their account to EarthDex FX promptly. Timely reporting allows for swift resolution of problems and minimizes potential disruptions to trading activities.

## **8.5 Understanding of Risks**

Clients must fully understand the risks involved in trading forex and other financial instruments. EarthDex FX provides educational resources to help clients make informed decisions. An informed understanding of risks is crucial for responsible trading and long-term success.

# **9. Company Rights and Obligations**

## **9.1 Right to Refuse Service**

EarthDex FX reserves the right to refuse service to any client at its discretion, particularly in cases of suspected fraud or non-compliance with these Terms. The right to refuse service ensures the protection of the company and its clients from unethical practices.

## **9.2 Amendments to Terms**

EarthDex FX may amend these Terms at any time. Clients will be notified of significant changes, and continued use of our Services constitutes acceptance of the amended Terms. Regular review of the Terms helps clients stay informed about their rights and obligations.



## 9.3 Limitation of Liability

EarthDex FX is not liable for any losses or damages resulting from trading activities, system failures, or other factors beyond its control. Clients trade at their own risk. Limitation of liability provisions clarify the extent of the company's responsibility and protect against excessive claims.

## 9.4 Force Majeure

EarthDex FX is not liable for delays or failures in performance due to events beyond its reasonable control, such as natural disasters, wars, or government actions. Force majeure clauses protect the company and clients from unforeseen events that disrupt normal operations.

## 9.5 Intellectual Property Rights

All intellectual property, including the trading platform, software, and website content, is owned by EarthDex FX. Clients are granted a limited, non-exclusive license to use these resources for personal trading purposes. Intellectual property rights protect the company's innovations and ensure the quality of its services.

# 10. Dispute Resolution

## 10.1 Complaints Procedure

Clients can file complaints via the designated channels on our website. EarthDex FX aims to resolve complaints promptly and fairly, typically within 30 days. A structured complaints procedure ensures that client concerns are addressed systematically and transparently.

## 10.2 Arbitration and Mediation

Disputes that cannot be resolved through our complaint's procedure may be referred to arbitration or mediation, as specified by the governing law. Arbitration and mediation provide alternative means of dispute resolution that are often faster and less adversarial than litigation.

## 10.3 Governing Law and Jurisdiction

These Terms are governed by the laws of the jurisdiction in which EarthDex FX is registered. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts in that jurisdiction. Governing law and jurisdiction clauses clarify the legal framework and venue for resolving disputes.

# 11. Termination of Agreement



## 11.1 Termination by Client

Clients may terminate their account by providing written notice to EarthDex FX. Outstanding obligations, including open trades and fees, must be settled before account closure.

Termination procedures ensure that all parties fulfill their contractual obligations. **11.2**

## Termination by Company

EarthDex FX reserves the right to terminate any account at its discretion, particularly in cases of suspected fraud, regulatory breaches, or non-compliance with these Terms. Company-initiated termination protects the integrity of the trading environment and the interests of other clients.

## 11.3 Effects of Termination

Upon termination of the account, all open positions will be closed, and any remaining funds will be returned to the client, subject to the deduction of any applicable fees or obligations. Clear procedures for handling termination ensure that clients can close their accounts smoothly and retrieve their funds.

# 12. Privacy and Data Protection

## 12.1 Data Collection

EarthDex FX collects personal data necessary for account management and service provision, in accordance with our Privacy Policy. This includes data provided during registration, transactions, and communications with the company. Responsible data collection practices ensure compliance with privacy regulations and enhance client trust.

## 12.2 Data Usage and Sharing

Client data is used solely for the purposes of providing our Services and may be shared with third parties as required by law, regulatory obligations, or to improve our services. Data usage and sharing policies are designed to protect client privacy and comply with legal requirements.

## 12.3 Data Security

EarthDex FX implements robust security measures to protect client data from unauthorized access, disclosure, alteration, or destruction. Clients are also responsible for maintaining the security of their login credentials. Comprehensive data security practices help prevent data breaches and safeguard sensitive information.

## 12.4 Client Rights

Clients have the right to access, correct, or delete their personal data held by EarthDex FX. Requests for data access or modification should be directed to our customer support team. Respect for client rights ensures compliance with privacy laws and fosters a positive client relationship.



## 13. Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of the jurisdiction in which EarthDex FX is registered. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts in that jurisdiction. This clause ensures clarity on the applicable legal framework and venue for resolving disputes.

