INNOVA
GLOBAL LIMITED

TERMS & CONDITIONS

Innova Global Limited may modify these Terms & Conditions (“T&C”) at any time. All changes to these T&C shall come into effect immediately upon implementation. Your acceptance of the revised T&C shall be made via a click-through confirmation or acceptance button when you log in to your secure back-office. Please review these T&C periodically, as your continued login to your back-office shall be deemed as your acceptance of any such modifications. If you do not agree to these T&C, please do not become a Trader or apply to become an Affiliate of Innova Global Limited.

These Terms & Conditions govern all actions that relate to the execution of your trades.

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1. Introduction

1. Innova Global Limited (hereinafter referred to as the “Company”) is an investment firm.
2. Innova Global Limited is incorporated in Great Britain as a broker company.
3. The objects of the Company include all activities not prohibited by applicable law, including, but not limited to, commercial, financial, lending, borrowing, trading, and service activities, as well as participation in other enterprises, and the provision of brokerage, training, and managed account services in currencies, commodities, indices, CFDs, and leveraged financial instruments.

2. Acknowledgement

1. The Client acknowledges that they have read, understood, and accepted these Terms & Conditions, as amended from time to time, in addition to any information contained on the Company’s website available online at innova-cap.com.

2. After the Client completes and submits the Account Opening Application Form together with all required identification documentation, the Company will notify the Client whether they have been accepted as a customer of the Company. It is understood that the Company is not required (and may be unable under applicable regulations) to accept the Client as its customer, and therefore open an account or

accept any funds, until all required documentation has been received, properly and fully completed by the Client, and all internal Company checks (including, without limitation, anti-money laundering checks and appropriateness assessments) have been duly satisfied.
It is further understood that the Company reserves the right to impose additional due diligence requirements in order to accept Clients residing in certain countries. The Agreement shall take effect and commence upon receipt by the Client of a notice from the Company confirming that the Client has been accepted. By accepting this Agreement, the Client consents that, if accepted by the Company, their relationship will be governed by these Terms & Conditions and the Account Opening Agreement, as amended from time to time.

3. The Client acknowledges that the Company's official language is English.

3. Scope of the Terms & Conditions

1. These Terms & Conditions govern all actions that relate to the execution of the Client's orders.

2. These Terms & Conditions are non-negotiable and override any other agreements, arrangements, or express or implied statements made by Innova Global Limited, unless the Company, at its sole discretion, determines that the context requires otherwise.

3. The Distance Marketing of Consumer Financial Services Law N.242(I)/2004, which implements EU Directive 2002/65/EC, does not require the Client Agreement to be signed by either the Client or the Company in order for both parties to be legally bound by it.

4. Definitions and Interpretations

The terms stated below shall have the following meanings and may be used in the singular or plural, as appropriate.

"Account" means a personalized trading account of the Client with the Company;

"Account Detailed Report" means a statement of the Client's securities portfolio, open positions, margin requirements, cash deposits, etc., at a specific point in time;

"Ask Price" means the price at which the Company is willing to sell a CFD;

"Authorized Person" means a person authorized by the Client under a power of attorney to give instructions to the Company in relation to the Account;

“Balance” means the amount in the Client’s Account after the last completed order and deposit/withdrawal operation within any given period of time;

“Best Execution Policy” means the Company’s prevailing policy, available on the Company’s Website, regarding best execution when executing Client orders;

“Bid Price” means the price at which the Company is willing to buy a CFD;

“Business Day” means any day on which banks are open for business in Great Britain;

“CFD Contract or CFD” means a contract for difference by reference to fluctuations in the price of the relevant Underlying Asset;

“Client” means a natural or legal person accepted by the Company as its Client, to whom services will be provided under these Terms;

“Collateral” means any securities or other assets deposited with the Company’s Execution Venue;

“Company” means Innova Global Limited;

“Company’s Website” means innova-cap.com or any other website that may be designated as the Company’s website from time to time;

“Contract” means any contract, whether oral or written, for the purchase or sale of any commodity, security, currency, or other financial instruments or property, including derivative contracts such as options, futures, CFDs, or other related transactions, entered into by the Company and the Client;

“Counterparties” means banks and/or brokers through whom the Company may cover its transactions with Clients;

“Durable Medium” means any instrument that enables the Client to store information in a way that is accessible for future reference for a period adequate for the purposes of the information and allows unchanged reproduction of the stored information;

“Equity” equals (Balance + Floating Profit & Loss + Swap);

“Event of Default” shall have the meaning given to this term in Clause 14;

“Execution Venue” means the counterparty for transactions and the holder of the Client’s securities or other deposited assets;

“Floating Profit/Loss” means the unrealized profit or loss of open positions at current prices of the Underlying Assets;

“Free Margin” means the funds not used as a guarantee to open positions, calculated as: Free Margin = Equity − Margin;

“Margin” means the necessary guarantee funds required to open and maintain positions, as determined in the Spreads and Conditions Schedule;

“Margin Call” occurs when the Margin posted in the margin account falls below the minimum requirement. In such case, the Execution Venue may request the Client to either increase the Margin or close positions. If the Client fails to do so, the Execution Venue may close positions on the Client’s behalf;

“Margin Level” means the percentage ratio of Equity to Margin, calculated as: Margin Level = (Equity / Necessary Margin) × 100;

“Market Maker” means a dealer in securities or other assets who undertakes to buy or sell at specified prices at all times;

“Market Rules” means the rules, regulations, customs, and practices of any exchange, clearing house, or other organization involved in the execution or settlement of a Contract, including any exercise of authority by such entities;

“Open Positions” means any position or transaction that has not been closed;

“Orders” means any trading transactions executed on the Company’s trading platforms by the Client;

“OTC” means any Contract concerning a commodity, security, currency, or other financial instrument not traded on a regulated exchange but over the counter;

“Principal” means the individual or legal entity that is a party to a transaction;

“Security” means any securities or other assets deposited with the Execution Venue;

“Services” means the services provided by the Company to the Client under these Terms, including dealing, order routing, advisory, or other services provided via the Internet;

“Spread” means the difference between the Ask Price and the Bid Price;

“Spreads and Conditions Schedule” means the schedule of spreads, charges, margin requirements, interest, and other applicable rates, available on the Company’s Website and provided upon request;

“Swap” means the funds credited or debited to the Client’s Account for rolling over an open position to the next day;

“Terms” means these Terms & Conditions governing all actions related to the execution of trades;

“Trade Confirmation” means a notification from the Company’s trading platform confirming the Client’s entry into a Contract;

“Trading Platform” means any online platform provided by the Company for placing orders, receiving quotes, accessing market information, and monitoring positions in real time via the Internet;

“Underlying Asset” means the financial instrument (e.g., stock, futures, commodity, currency, or index) on which a derivative’s price is based.

5. Internet and Electronic Trading

1. The Client acknowledges the electronic nature of the Services and the inherent risk that communications by electronic means may not reach their intended destination or may be delayed for reasons outside the Company’s control.

2. Since the Company does not control signal strength, its reception or routing via the Internet or any other means of electronic communication, the configuration of the Client’s equipment, or the reliability of its connection, the Company shall not be liable for any claims, losses, damages, costs, or expenses, including attorneys’ fees, caused directly or indirectly by any breakdown or failure of any transmission or communication system or computer facility belonging to the Company.

3. The Client is obliged to keep all login information confidential and ensure that third parties do not obtain access to the trading facilities. The Client shall be responsible for all transactions executed using the Client’s password, even if such transactions were not executed by the Client.

4. Unless otherwise indicated or agreed, any prices shown on the Company’s Trading Platform are indicative at the time displayed and are based on data subject to constant change. The execution price shall be the price confirmed to the Client in the Trade Confirmation issued (whether on screen or otherwise) after the Client’s order is executed. This price may, in certain cases, differ from the price displayed on the screen at the time the order was placed. In the event that an erroneous price is used as the basis of any transaction, the Execution Venue reserves the right to amend or revoke the details of the relevant transaction(s).

5. The limit order functionality of the Trading Platform shall be subject to the availability of Internet services during the period in which the limit order remains active. It shall also be subject to size limits imposed by the Execution Venue’s dealers, including the requirement that such limits remain in excess of the Client’s order size, as well as the dealer’s position limits and/or any other limits determined by the Execution Venue to be applicable to the Client (whether disclosed or not), in order to facilitate execution

when the limit price is reached.

6. The identification or use of any third-party products, services, or websites shall not be construed as an endorsement by the Company of such products, services, or websites. The Company accepts no responsibility or liability of any kind in respect of any materials available on any website not under the Company's direct control.

6. Market Making

6.1. The Client is specifically informed that, in certain markets, including foreign exchange markets, OTC foreign exchange options, and CFD Contracts, the Execution Venue may act as a Market Maker.
6.2. The Company follows an STP execution model, with all orders sent to Innova Global Limited.
6.3. Upon the Client's written request, the Company will generally disclose whether it may act as a Market Maker in certain CFD Contracts.
6.4. When acting as a Market Maker, the Execution Venue will, under normal market conditions, quote bid and ask prices to the Client.
6.5. In order to provide prices with the speed normally associated with speculative trading, the Company may rely on available price information that may later prove to be inaccurate due to specific market circumstances, including, but not limited to, lack of liquidity, suspension of an asset, errors in data feeds from information providers, or incorrect quotes from counterparties.
If the Company has acted in good faith when providing such prices, it reserves the right to cancel the trade within a reasonable time and shall provide the Client with a full explanation for such cancellation.
6.6. Following execution of any position with a Client, the Execution Venue may, at its reasonable discretion, offset such position with another Client position or with a position held with one of its counterparties, or retain a proprietary position in the market with the intention of generating trading profits.
Such actions may result in the Execution Venue offsetting Client positions at prices that differ—sometimes significantly—from the prices quoted to Clients, resulting in trading profits or losses for the Execution Venue. This may give rise to an implied cost for the Client (i.e., the difference between the price at which the Client traded and the price at which the Execution Venue subsequently traded with counterparties and/or other Clients). However, the Market Making function may also involve significant costs to the Execution Venue if the market moves against it.
6.8. The Client acknowledges that, in CFD Contracts where the Execution Venue acts as a Market Maker, it may hold positions that are contrary to those of the Client, resulting in potential conflicts of interest.

6.9. In markets where the Execution Venue acts as a Market Maker, the Company is under no obligation to quote prices at all times or to provide prices within a specific maximum spread.
6.10. The Client acknowledges and accepts that the price quoted includes a spread compared to the price at which the Execution Venue may have covered or expected to cover the Contract with another Client or counterparty. The Client further acknowledges that such spread constitutes remuneration to the Company and may not be calculated for all Contracts or disclosed in the Trade Confirmation or otherwise.
6.11. Commission costs, interest charges, and other costs included in spreads, as well as additional fees, may influence the Client's trading results and may negatively affect performance.
In cases where the Client's account equity equals or exceeds 300,000 USD (or equivalent) and there are open trades of 50 lots or more, the Company reserves the right to adjust the leverage of the trading account to 1:75. In such cases, the Client will be notified by email.
For active traders undertaking numerous transactions, the cumulative impact of visible and non-visible costs may be significant and may exceed the value of the deposited margin over time. Margined derivatives, such as CFDs, involve leverage greater than 1:1, and lower margin requirements typically result in proportionally higher transaction costs.
6.12. The Client is informed that, in market making activities involving foreign exchange, OTC options, CFDs, and other OTC products, significant implied costs may arise as a result of profits generated by the Execution Venue acting as a Market Maker.
6.13. The Execution Venue's performance as a Market Maker may negatively affect the Client's account, and such implied costs are neither directly visible nor quantifiable at any given time.
6.14. The Execution Venue is not obliged to disclose details of its performance, income, commissions, or fees related to its Market Making activities.
6.15. The Client acknowledges that CFD Contracts are OTC products quoted by the Execution Venue acting as a Market Maker and are not traded on a recognized stock exchange. Accordingly, the previously described implied costs may apply to such Contracts.
6.16. Due to low liquidity, high volatility, or widened spreads, the placement of pending orders around certain economic announcements may be restricted.
6.17. The Company reserves the right, at its sole discretion, to delete any pending orders older than three (3) months from the Client's trading account(s). A Pending Order includes "Buy Limit", "Buy Stop", "Sell Limit", or "Sell Stop" orders, as defined in the Company's Order Execution Policy.
Note: All pending orders on Shares CFDs and Commodities CFDs will be automatically closed during market breaks. Any such orders remaining pending will be automatically deleted after the daily market closure time.

7. Become a Trader and Affiliate

You have the opportunity to join Innova Global Limited as an Introducing Broker, hereinafter referred to as an ("Affiliate"). Membership with Innova Global Limited is free. By referring a

client, you may become an Affiliate. As an Affiliate, you also have the opportunity to purchase the products and services that Innova Global Limited may offer from time to time to you as a Client (see “Available Offers for Clients”).

As an Affiliate, you are permitted, but not required, to inform other individuals and companies about the products and services that Innova Global Limited offers to Clients. Affiliates are also allowed to refer and introduce new Affiliates to Innova Global Limited.

Notice: You are only permitted to inform others about products and services that Innova Global Limited offers to its Clients.

To become a Client and/or an Affiliate, you must be at least 18 years of age and have reached the age of majority in your jurisdiction. When applying to become a Client, you must provide information about the Affiliate who referred you. Please note that it is not possible to change the referring Affiliate after registration; therefore, you must ensure that the correct referral link is used during registration.

To become a Client, you must provide accurate, complete, and up-to-date registration information, including a valid name and email address.

Clients may not:

- select or use an email address belonging to another person;
- use a name subject to the rights of another person without proper authorization;
- use false or misleading information, including name, mailing address, or email address, to create or use an account.

By registering as a Client with Innova Global Limited, you consent to receive promotional emails and communications from Innova Global Limited and its partners with whom it may cooperate from time to time. If you do not wish to receive such communications, you may cancel your Client status at any time.

Your membership and status as an Affiliate are personal and may not be sold, transferred, or assigned without prior written consent from Innova Global Limited. You are not permitted to change your Affiliate after registering as a Client.

Innova Global Limited reserves the right to monitor Client and Affiliate activity, including through IP address tracking and browsing behavior. The Company may reject any Client or Affiliate application or purchase without providing a reason.

These Terms & Conditions are ongoing from the date you become an Affiliate and shall continue until terminated by either party in accordance with these Terms. Innova Global Limited does not control how Clients or Affiliates perform under these Terms, and all parties

must strictly comply with these Terms and all related policies. Innova Global Limited makes no representations or guarantees regarding sales, bonuses, or performance. Furthermore, Innova Global Limited does not guarantee that any Client will earn profits from trading, as all trading decisions are made independently by the Client.

You (Affiliate) agree to comply with all applicable laws regarding marketing practices, including those related to email, facsimile, and telecommunication. You agree to refrain from making misleading or improper representations about Innova Global Limited's products and services. All payments for products or services must be processed through billing facilities approved by Innova Global Limited.

7.2. Rejection to Become a Client or an Affiliate

Innova Global Limited reserves the right to reject any application to become a Client or Affiliate without providing any reason.

7.3. Restricted Countries

The following countries are restricted. You are not permitted to become a Client or Affiliate if you are a resident or citizen of any of the following countries: Afghanistan, Belize, Cuba, Iran, Iraq, North Korea, USA, South Sudan, United Arab Emirates, St. Vincent and the Grenadines, Canada, and Syria.

Access to Back Office

As an Affiliate of Innova Global Limited, you will be granted access to your back-office via the website innova-cap.com (the "Back-Office"). Within the Back-Office, you will find information about Innova Global Limited and the products or services it offers. You may also purchase available products and services through the Back-Office.

E-Mail: Electronic Notification

Upon approval as an Affiliate, you expressly consent to receive notices, announcements, agreements, disclosures, reports, documents, communications, and other correspondence from Innova Global Limited electronically via email.

Introduce and Refer Clients and Affiliates

As an Affiliate, you may introduce and refer new Clients and Affiliates to Innova Global Limited.

The only way an Affiliate may receive rewards is if the Affiliate, or any Affiliates directly or indirectly referred, acquire products or services from Innova Global Limited.

Solicitation, Earnings and Advice Disclaimer

Innova Global Limited is not responsible for any errors or omissions in any content provided on its website and shall not be liable for any losses incurred as a result of using such content. Innova Global Limited does not provide personalized investment advice and has not solicited you.

Employees of Innova Global Limited may provide general customer support; however, they are not authorized to provide specific investment advice. All communication is intended solely for technical or general informational purposes and should not be relied upon for making investment decisions.

Innova Global Limited makes no representations, warranties, or guarantees that you will earn profits from any products or services. Trading results are beyond the control of Innova Global Limited and depend on individual decisions and market conditions.

Before applying to become a Client or Affiliate, or purchasing any product or service, you are advised to seek independent professional advice and review all available information. Any forward-looking statements (including expectations, estimates, or projections) involve risks and uncertainties, and actual results may differ materially. Such statements may include words such as “expects,” “will,” “anticipates,” “estimates,” “believes,” “may,” “could,” or “might.”

8. Proprietary Rights and Trademarks

All content included on the website innova-cap.com (hereinafter referred to as the “Website”), including the Innova Global Limited brand and any variations thereof, as well as videos, graphics, designs, text, images, applications, software, and other files, constitute the proprietary property of Innova Global Limited (hereinafter referred to as “Proprietary Property”) and belong exclusively to Innova Global Limited. You may not modify, copy, distribute, frame, republish, display, post, transmit, download, or sell any Proprietary Property, in any form or by any means, in whole or in part, without the prior written consent of Innova Global Limited. You may not upload or republish Proprietary Property on any Internet, Intranet, or Extranet site, or incorporate such information into any database or compilation.

Any use of the Proprietary Property without prior written consent from Innova Global Limited is strictly prohibited and will result in termination of your rights as an Affiliate. Any unpaid and future bonuses under these T&C shall be forfeited, and legal proceedings may be initiated against you. Such unauthorized use may also violate applicable laws, including copyright and trademark laws, as well as communications regulations and statutes. Unless expressly stated herein, nothing in these T&C shall be construed as granting any license to intellectual property rights, whether by implication or otherwise.

9. Trademarks

The name Innova Global Limited, including its use in graphics, logos, designs, page headers, button icons, scripts, and service names, constitutes registered trademarks of Innova Global Limited (hereinafter referred to as the “Trademarks”).

All rights are reserved. Such Trademarks may not be copied or used in any manner without the prior written consent of Innova Global Limited. You acknowledge that you are familiar with Innova Global Limited’s Proprietary Property and agree not to file for registration of any similar intellectual property, including names, taglines, slogans, trademarks, logos, designs, domain names, imagery, or copyrighted material that is substantially similar to Innova Global Limited’s Proprietary Property.

10. Advertising

You are prohibited, without prior written consent from Innova Global Limited, from advertising in any way that includes the name Innova Global Limited or any variation thereof. This includes, but is not limited to, advertisements, promotions, or links in blogs, social forums, or any other marketing channels intended to promote Affiliate membership.

However, you may use marketing materials provided in your Back-Office, including your referral link as an Affiliate, to promote the opportunity to become an Affiliate of Innova Global Limited and its products or services. Such promotion must be directed only to your personal contacts and known audience.

11. Anti-Spam Policy

Innova Global Limited strictly prohibits the marketing practice commonly referred to as “Spam.” All communications sent by you as an Affiliate must comply with applicable laws in your jurisdiction, as well as general anti-spam regulations.

In the event of any validated report of Spam, Innova Global Limited may, at its sole discretion and without prior notice, suspend or terminate your Affiliate account. In the case of termination, all unpaid and future bonuses, as well as any future trading benefits, shall be forfeited.

Innova Global Limited defines “Spam” as:

- Electronic messages sent to recipients with whom the sender does not have an existing business or personal relationship, or without the recipient's consent;
- Messages posted in forums or discussion boards that are off-topic, cross-posted to unrelated groups, or posted in excessive volume;
- Solicitations posted in forums, chat rooms, private messages, or through instant messaging systems.

Each reported abuse case will be evaluated individually, and Innova Global Limited reserves the right to suspend or terminate accounts at its sole discretion, with or without prior notice, including forfeiture of any unpaid or future bonuses.

You acknowledge and accept that Innova Global Limited shall not be liable for any damages incurred in relation to communications sent by you as an Affiliate. Affiliates are solely responsible for their communications and for complying with these T&C.

12. Privacy Policy

Privacy is important to us. To better protect your privacy, we provide this notice explaining our online information practices and the choices you can make regarding how your information is collected and used. By using the Website in a manner that results in you providing personal information, you agree to these policies.

Please note that you may have additional rights arising from applicable laws in your jurisdiction. These rights may supplement or enhance any privacy rights you may have under applicable law. Our policy is to comply with the data protection and privacy requirements of all jurisdictions in which we operate. Accordingly, you may contact us at any time using our contact details to exercise any such rights.

13. Children's Privacy

Protecting the privacy of minors is especially important. For this reason, the Website does not knowingly collect or maintain information from individuals under the age of 18, and no part of the Website is intended to attract individuals under the age of 18. Persons under the age of 18 are not permitted to use the Website or access the products and services of Innova Global Limited.

14. Know Your Client (KYC)

For compliance and security purposes, Innova Global Limited may, at its sole discretion, request that you provide identification documents, including a copy of your passport and a copy of a utility bill issued within the last 90 days showing your address (a “KYC Request”).

You acknowledge and accept that you may be required to provide valid KYC documentation before you are able to convert any points or bonuses into cash through authorized third-party providers. If a KYC Request is made, you will not be permitted to convert any points or bonuses into cash until acceptable documentation has been provided.

15. Violation of the T&C

If you violate these T&C, act in a manner deemed inappropriate by Innova Global Limited, misuse any non-public information, or misrepresent Innova Global Limited, including making statements that may harm the Company’s reputation or that of its employees, consultants, third-party providers, or associated individuals, Innova Global Limited reserves the right to suspend and/or terminate your status as a Client and/or Affiliate.

Innova Global Limited also reserves the right to take legal action against you for any damages caused as a result of such conduct.

16. Suspension of Your Status as an Affiliate

If you breach these T&C, or if Innova Global Limited reasonably suspects that you have breached these T&C, the Company may suspend your status as a Client and/or Affiliate. This means that Innova Global Limited may temporarily disable your access to the Back-Office, as well as your access to all content, communications, and any benefits associated with products or services you may have purchased, until a final decision is made regarding termination or reinstatement of your status.

Termination of your status as an Affiliate will have the consequences described in the section titled “Termination of Your Status as an Affiliate.”

If your Affiliate status is reinstated, your access to the Back-Office and to all information previously available to you prior to the suspension will be restored.

During the suspension period, Innova Global Limited reserves the right to freeze your bonuses and points until the investigation is concluded. Please note that, during suspension, you will not be permitted to refer new Clients to Innova Global Limited. You will not be entitled to receive any bonuses, trading results, or other benefits, nor will you be compensated for any losses, including but not limited to loss of bonuses or trading results.

17. Termination of Your Status as an Affiliate

You may terminate your status as a Client and Affiliate at any time by sending an email to support@innova-cap.com. Innova Global Limited reserves the right to terminate your status as a Client and/or Affiliate at any time, without providing a reason. Such termination shall take effect immediately.

Innova Global Limited may terminate your status in order to comply with applicable laws, protect its property or the property of others, ensure safety, or if it reasonably determines that you have engaged or are likely to engage in activities that violate these T&C.

Following termination, a notification will be displayed in the Back-Office, and you will also receive an automatic notification via email at the address registered with the Company.

In the event of termination, any trading activity may be subject to review, and any prepayments may be refunded where applicable.

18. Legal Actions

In the event of any violation or breach of these T&C, Innova Global Limited reserves the right, without prejudice to any other rights or remedies available at law or in equity, to take any action it deems appropriate. Such actions may include issuing warnings, suspending or terminating your status as a Client and/or Affiliate, and initiating legal proceedings.

Innova Global Limited maintains a zero-tolerance policy toward conduct that may harm the Company or its partners. Legal action may be taken against Clients or Affiliates for any loss of income, damage, or financial loss caused to Innova Global Limited or its associated partners.

Any Affiliate who misrepresents Innova Global Limited or damages its reputation, whether directly or indirectly, may be subject to legal action. Innova Global Limited shall be the sole decision-maker in cases involving suspected abuse, fraud, rule violations, or misconduct. Any decisions regarding the cancellation of bonuses or the suspension or termination of Affiliate status shall be final and binding.

19. Forfeit of Bonuses and Trading

If an Affiliate loses their status as a Client or Affiliate due to a violation of these T&C, or fails to provide acceptable documentation in response to a KYC Request within two (2) weeks of such request (as described in the “Know Your Client” section), all rights to current and future bonuses, rewards, and points held in the account shall be forfeited. The Affiliate shall have no right to claim any forfeited bonuses, points, or rewards.

20. Withholding of Bonuses and Trading Results

If, for any reason, including but not limited to system errors, unauthorized access, or other circumstances, an Affiliate receives bonuses, commissions, or trading results in excess of

what is due, the Affiliate agrees that Innova Global Limited may deduct such amounts from any unpaid balances and withhold any future bonuses, commissions, trading results, or other rewards in accordance with the applicable bonus and reward system.

21. Limitation and Waiver of Liability

You acknowledge and agree that, to the fullest extent permitted by applicable law, you shall not hold any employees, consultants, third-party suppliers, or individuals associated with Innova Global Limited liable for any damages or injuries arising from or related to the use of, or inability to use, the Innova Global Limited Website and Back-Office under any cause of action in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract, or tort (including negligence).

Neither Innova Global Limited nor any associated third parties shall be liable for any indirect, incidental, special, exemplary, or consequential damages, including, but not limited to, loss of profits, goodwill, or data, arising from the use of the Company's products or services. You further acknowledge that all risks associated with trading rest solely with you.

Innova Global Limited reserves the right to assume the exclusive defense of any claim for which it is entitled to indemnification under this section. In such cases, you agree to provide reasonable cooperation as requested by Innova Global Limited.

You are subject to all laws applicable in your jurisdiction and are solely responsible for compliance with such laws when accessing the Company's website or services.

The Affiliate is an independent party and is not an employee of Innova Global Limited or any associated entity and must not represent themselves as such.

The Affiliate is responsible for all taxes, duties, and fees arising from bonuses, points, trading results, fiat currency, or cryptocurrency received through the Company's systems. If Innova Global Limited becomes liable for any such taxes or fees, the Affiliate agrees to indemnify the Company and authorizes the Company to withhold any current or future bonuses, points, commissions, or trading results to cover such liabilities.

Innova Global Limited may require Affiliates to operate through a corporate entity. If a government authority determines that an Affiliate is subject to employment-related obligations, the Affiliate agrees to take appropriate steps, including forming a corporation if necessary, to establish independent status. The Company reserves the right to terminate the Affiliate Agreement upon written notice in such cases.

Where an Affiliate operates through a corporation, payments shall be made to that corporate entity, provided that valid documentation confirming its legal status is supplied. Otherwise, payments shall be made to the Affiliate's registered business or trade name.

If any authority requires Innova Global Limited to pay taxes, social contributions, or other charges on behalf of the Affiliate, the Affiliate agrees that such amounts may be withheld from any current or future payments.

If Innova Global Limited reasonably suspects that you have engaged in unlawful activity, including but not limited to fraud or the use of stolen payment methods, the Company may immediately suspend your status, block all bonuses, and take legal action without prior notice.

Innova Global Limited shall not be liable where applicable laws restrict or prohibit your participation. The Company makes no representations or warranties regarding your legal right to participate in its services. The Company reserves the right to monitor access and restrict or block access from jurisdictions where participation is unlawful.

22. General Notice

As a Client and Affiliate, you acknowledge that you understand the use and risks associated with cryptographic tokens, including Bitcoin (BTC), and other blockchain-based systems. You confirm that you are legally permitted to engage in trading activities, directly or indirectly, in your jurisdiction.

You agree to waive your right to participate in any class action lawsuit or collective arbitration against Innova Global Limited or any of its affiliates, employees, consultants, or partners. You accept full responsibility for all risks associated with trading activities.

You further confirm that you are not engaging in transactions for illegal purposes within your jurisdiction. You acknowledge that trading involves risk and that no guarantees of profit are provided.

Disclaimer of Warranties

You expressly agree that all trading is conducted at your own risk and that all 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 warranties of merchantability or fitness for a particular purpose, except as required by applicable law.

Neither Innova Global Limited nor any associated parties warrant that services will be uninterrupted or error-free.

Availability, Viruses, Warranty Disclaimer

Due to the nature of the Internet and computer systems, Innova Global Limited does not guarantee continuous availability of the Website. While the Company takes reasonable steps

to maintain security, it does not guarantee that the Website is free from viruses or harmful components. You are responsible for implementing appropriate security measures.

The Company assumes no responsibility for any errors, interruptions, delays, unauthorized access, or technical failures affecting the Website or related services.

All content and services are provided for personal, non-commercial use on an “as is” and “as available” basis. Innova Global Limited disclaims all warranties, including those relating to accuracy, reliability, availability, and fitness for a particular purpose.

Your use of the Website and services is at your sole risk. You are responsible for any damage to your systems or data resulting from such use.

Where applicable law does not permit the exclusion of certain warranties, such exclusions may not apply, and any implied warranties shall be limited to the minimum duration required by law.

Governing Law

These Terms & Conditions shall be governed by the laws of Great Britain.

Statute of Limitations

Notwithstanding any law to the contrary, any claim arising out of or relating to these T&C must be filed within six (6) months from the date such claim arose, failing which it shall be permanently barred.

23. Miscellaneous

No delay or omission by either party in exercising any right under these T&C shall operate as a waiver of that or any other right. Any waiver or consent given on one occasion shall apply only in that specific instance and shall not be construed as a waiver of any rights on any other occasion.

Headings contained in these T&C are included for convenience and reference only and shall not define, limit, extend, or otherwise affect the interpretation or scope of these T&C or any provision herein. It is the intention of the parties that neither these T&C, nor any provision contained herein, shall be construed against either party pursuant to any rule of construction against the drafter.

To the extent permitted by applicable law, the parties waive any right to a trial by court in any action or proceeding arising out of or relating to these T&C.

If any provision of these T&C is held to be invalid or unenforceable by a court of competent jurisdiction or as a result of legislative action, such provision shall be enforced to the maximum extent permissible in order to reflect the parties' original intent, and the remaining provisions shall remain in full force and effect.

In the event of a dispute arising out of or relating to these T&C, the prevailing party shall be entitled to recover reasonable legal fees and costs, subject to applicable law.

These T&C are personal to you and may not be assigned, transferred, sublicensed, pledged, or otherwise disposed of, including by granting a power of attorney, without prior written consent from Innova Global Limited.

Nothing in these T&C grants the Affiliate any right, license, authority, or approval to enter into binding agreements on behalf of Innova Global Limited. The Affiliate is not authorized to receive or collect any funds on behalf of Innova Global Limited. All payments must be made directly to Innova Global Limited in order to be considered valid.

These T&C, together with the Innova Global Limited Privacy Policy and all other terms, obligations, and rules published on the Website, are incorporated herein by reference and constitute the entire agreement between the parties.