

Terms and Conditions

exnie.

Effective Date: 18/07/2025

These Terms and Conditions ("Terms") govern the use of services provided by Exnie Ltd ("Company," "we," "our," or "us"). By opening an account, accessing, or using our platform or services, you confirm your agreement to be legally bound by these Terms.

1. Eligibility

By registering an account with us, you confirm that:

- You are at least 18 years old or the legal age of majority in your jurisdiction.
- You possess full legal capacity to enter into binding contracts.
- You are not subject to any laws, sanctions, or restrictions prohibiting the use of our services.
- You are not a resident or citizen of any of the following restricted jurisdictions: Afghanistan, Albania, Belarus, Bosnia and Herzegovina, Burundi, Canada, Central African Republic, Cuba, Democratic Republic of Congo, Iran, Iraq, Ivory Coast, Lebanon, Libya, Mali, Myanmar, Nicaragua, North Korea, Pakistan, Palestine, Russia, Somalia, South Sudan, Sudan, Syria, United States of America, Venezuela, Yemen, Zimbabwe, and any other country subject to international sanctions or embargoes.
- You acknowledge that we maintain a list of restricted or high-risk jurisdictions, including any country or territory classified as non-cooperative by the Financial Action Task Force (FATF) or subject to AML/CFT countermeasures.

We reserve the right to refuse or terminate services to individuals or entities located in, or with ties to, restricted jurisdictions at our sole discretion.

2. Services Provided

We offer a digital platform that allows users to speculate on the price movement of financial instruments through binary options trading. Users do not acquire ownership of any underlying assets. Binary options are time-based financial contracts where the outcome is determined by a "yes" or "no" proposition based on the predicted direction of an asset's price within a specified time frame.

3. Risk Disclosure

Trading binary options involves significant risk and may result in the total loss of your investment. Due to the speculative and short-term nature of binary options, losses can occur rapidly and may exceed expectations.

You acknowledge and accept all risks associated with binary options trading and are solely responsible for determining whether such trading is appropriate for you based on your experience and financial condition.

4. No Investment Advice

We do not provide investment advice, portfolio management, or personal recommendations. Any market commentary, educational content, or analytical materials made available by us are for informational purposes only and do not constitute financial or investment advice.

5. Account Registration and Verification

To access our platform, you must complete the registration process and provide truthful, complete, and accurate information.

As part of our Know Your Customer (KYC) procedures, you must provide identification and address verification documents as requested. We may request additional documentation to validate the source of funds, the purpose of transactions, or any unusual activity as part of our Anti-Money Laundering (AML) compliance procedures.

Failure to comply with our verification processes may result in suspension, account restriction, or termination.

6. Trade Execution

You are solely responsible for submitting, modifying, and managing your trades through our platform. We do not guarantee execution at a specific price or time. Trade execution may be affected by technical factors, liquidity, and market volatility. Payout ratios are predefined and may be adjusted by the Company in response to market conditions

7. Payouts and Expiry

Each binary option contract includes a fixed payout percentage and a predetermined expiry time. If your prediction is correct at the time of expiry, the agreed payout will be credited to your account. If incorrect, you will forfeit the invested amount.

All trade outcomes are final upon expiry and are not subject to review unless a verifiable technical error has occurred. We reserve the right to modify payout structures or restrict access to specific instruments at any time.

8. Fees and Charges

You agree to pay all applicable fees and charges, including but not limited to:

- Deposit and withdrawal fees as published on our website.
- Inactivity fee of 10% on the total deposited amount for users who deposit funds but do not execute any trades within 30 days.
- Administrative or processing fees, as applicable.

This fee structure is intended to cover administrative and compliance-related costs. We reserve the right to update our fee schedule at any time. Material changes will be communicated via our platform or website.

9. Intellectual Property

All content, software, designs, trademarks, logos, and other intellectual property on our platform are the property of the Company or its licensors. You may not copy, distribute, reproduce, or exploit any content without prior written authorization.

10. Prohibited Activities

You agree not to engage in any activity that compromises the fairness, integrity, or security of the platform or violates applicable laws. Prohibited activities include:

a) Abusive or Manipulative Trading Practices

- High-Frequency Trading (HFT) or using automated systems to exploit platform latency
- Latency arbitrage, quote manipulation, or execution abuse
- Exploiting news events or price discrepancies across markets
- Use of multiple accounts, IPs, or device identifiers to bypass controls or manipulate programs

b) Unauthorized Systems or Technology

- Use of trading bots, algorithms, or scripts without written consent
- Deployment of software that interferes with platform functionality

c) Identity and Account Misuse

- Multi-accounting, identity misrepresentation, or falsifying documents
- Bonus abuse, referral fraud, or exploiting promotions

d) Interference with Platform Operations

- Any activity that disrupts, damages, or compromises the platform or servers
- Attempting to bypass, disable, or interfere with security systems

e) Leverage Limits

For risk management and operational control, the maximum daily leverage permitted for account operations is determined based on the **Net Deposit** available in the user's account.

Net Deposit is defined as the total amount deposited by the user minus the total amount withdrawn, considering only cleared transactions.

Leverage limits are applied as follows:

- Net Deposit up to R\$ 1,000.00: Maximum daily leverage of 30%
- Net Deposit from R\$ 1,001.00 to R\$ 5,000.00: Maximum daily leverage of 20%
- Net Deposit from R\$ 5,001.00 to R\$ 10,000.00: Maximum daily leverage of 10%
- Net Deposit above R\$ 10,001.00: Maximum daily leverage of 5%
- Net Deposit negative: Maximum daily leverage of 5%, regardless of the account balance

If it is identified that the user has executed trades exceeding the permitted leverage based on their Net Deposit, all such trades will be **voided**, and the account balance will be **automatically reverted** to the state prior to the execution of the infringing operations.

Repeated or severe violations may lead to, but are not limited to:

- Account suspension or termination
- Forfeiture of profits

- Reversal of funds
- Reporting to relevant authorities, as applicable

The platform reserves the right to enforce these measures at its sole discretion to ensure compliance and maintain a fair trading environment.

11. Account Suspension and Termination

We may suspend, restrict, or permanently terminate your account at our sole discretion in cases such as:

- Breach of Terms or platform policies
- Fraudulent or abusive trading behavior
- Failure to pass KYC verification
- AML violations or suspicious transactions
- Use of third-party funding methods

Remaining balances may be returned to the original payment method after deduction of outstanding obligations and completion of compliance checks.

Additionally, we reserve the right to review, investigate, and evaluate any trading account at our sole discretion. This process may include the analysis of account activity, trade history, balance fluctuations, or any inconsistencies that suggest potential violations of these Terms and Conditions.

During such review, the account may be temporarily frozen for up to 7 (seven) calendar days, during which all platform functions including trading, deposits, and withdrawals may be suspended. This measure is intended to ensure the integrity of the platform, verify compliance with our internal policies, and protect the interests of all users.

12. Privacy and Data Protection

We are committed to protecting your privacy and managing your personal data in accordance with our Privacy Policy. By using our services, you consent to the practices described therein.

13. Limitations of Liability

You acknowledge and agree that the Company shall bear no responsibility or liability whatsoever for any loss, damage, claim, cost, or consequence arising from your use of the platform or services, including but not limited to:

- Trading losses, financial decisions, or missed opportunities
- Platform downtime, technical failures, or execution delays
- Unauthorized access, cyberattacks, or data breaches
- Account restrictions, suspensions, or terminations
- Regulatory actions, legal issues, or third-party disputes

All services are provided “as is” without warranties of any kind. You accept full and sole responsibility for all actions, risks, and outcomes associated with your use of the platform.

14. Amendments

We may amend these Terms at any time. Updates take effect upon publication on our website or platform. Continued use of our services constitutes acceptance of the revised Terms.

15. Governing Law and Jurisdiction

These Terms are governed by the laws of Seychelles. Any disputes shall be subject to the exclusive jurisdiction of the courts in Seychelles.

16. Entire Agreement

These Terms constitute the entire agreement between you and the Company, superseding all prior or contemporaneous communications.

17. Severability

If any provision is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. Customer Support

For assistance, contact us via:

- Email: support@exnie.com
- Platform Support Ticket System

We aim to respond within a reasonable timeframe during business hours

19. Electronic Communications

By using our services, you agree to receive communications electronically, including legal notices, account updates, and marketing content, unless you opt out where legally permitted.

20. Refund Policy

All deposits and fees are non-refundable unless otherwise stated or required by law. Refunds 6 due to duplicate payments or errors may be issued subject to compliance review

21. One-Click Trading

By enabling One-Click Trading, you:

- Accept that trades are executed immediately with no confirmation
- Bear full responsibility for all actions
- Acknowledge trades cannot be reversed unless due to technical failure The feature may be disabled or modified at our discretion.

22. Language

These Terms may be translated for convenience. In case of inconsistency, the English version shall prevail.

23. Withdrawals

Withdrawal requests are processed within a maximum of 48 (forty-eight) hours, provided that the account has been duly verified under our KYC (Know Your Customer) and AML (Anti- Money Laundering) procedures and no violations of these Terms and Conditions have been identified.

We reserve the right to delay or refuse withdrawals in the following situations:

- Incomplete or pending account verification.
- Evidence of breach of any provision in these Terms and Conditions, including but not limited to abusive trading behavior, misuse of bonuses, or suspicious transactions.
- Ongoing internal investigation or account review as described in Clause 11.

All withdrawal requests are subject to compliance checks and may require additional documentation at our sole discretion.