



Terms & Conditions

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Terms & Conditions

These Terms & Conditions (the “Terms”) govern access to and use of the websites, platforms, products, and services (collectively, the “Services”) provided by **Sohafx Ltd** (the “Company,” “we,” “us,” or “our”). By opening an account, accessing, or using the Services, you agree to be bound by these Terms.

1) Definitions

Account: A trading account opened in your name with the Company.

Business Day: Any day that is not Saturday, Sunday, or a Company-announced non-business day.

CFD (Contract for Difference): A contract where parties settle the difference between the opening and closing value of an underlying asset.

Client / You: Any natural or legal person accepted by the Company under these Terms.

Client Money: Money held by the Company for the Client, segregated from Company funds.

Execution Venue: The Company’s platform(s) and/or third-party liquidity venues used for order execution.

Leverage: Ratio of transaction size to required margin.

Margin: Funds required to open/maintain a leveraged position.

Platform: Any online trading interface provided by the Company.

2) Eligibility & Onboarding

- You must be legally capable of entering into binding contracts and complete all onboarding/verification steps requested by the Company.
- The Company may approve, refuse, suspend, or terminate any application or Account at its sole discretion.

3) Nature of Services

- The Company provides access to trading in CFDs and other derivatives on foreign exchange, metals, indices, commodities, and other products made available on the Platform.
- We act as principal or agent as set out on the Platform/product disclosures. We do **not** provide investment, legal, tax, or portfolio management advice.
- Product information, risk disclosures, trading conditions, and execution policies are made available on the Website/Platform and form part of these Terms.

4) Account Access & Security

- You are responsible for maintaining the confidentiality of login credentials and for all activity under your Account.
- Notify us immediately of any suspected unauthorized access or security incident.
- The Company may suspend or restrict access if misuse, abuse, or security risk is suspected.

5) Deposits, Withdrawals & Payments

- Deposits and withdrawals are accepted via approved methods only and must be to/from accounts in your name. Third-party transfers are not permitted.
- Withdrawal processing is subject to: (i) complete/accurate instructions, (ii) available free margin and fees, (iii) successful verification checks.
- Processing timelines are indicative and may vary. Fees and charges (including third-party processor fees) may apply and will be debited from your Account.
- Trading losses can exceed deposits. You are liable for any negative balance and must settle shortfalls on demand.

6) Margin, Leverage & Liquidation

- Initial and maintenance margin requirements apply and may change at any time, including intraday, especially during abnormal market conditions.
- Failure to maintain required margin may result in the automatic closure of positions without prior notice. You are responsible for monitoring your margin level.
- We may change leverage settings per instrument/account type at our discretion.

7) Pricing, Execution & Trading Rules

- Orders are executed on the Platform subject to market conditions, instrument availability, size limits, pricing, and liquidity.
- Partial fills, slippage, requotes, rejections, and widened spreads may occur, particularly during volatility, low liquidity, or market events.
- We may cancel/suspend/adjust transactions resulting from manifest error, technical fault, price feed error, or abusive practices (including latency, time, or price manipulation), and remove any associated profits.
- You must not use the Services for illegal purposes or abusive trading strategies (including churning or excessive trading without legitimate purpose).

8) Fees, Costs & Taxes

- Commissions, spreads, swaps, financing, conversion charges, and other costs are shown in the Contract Specifications/Website and may change at any time.
- If you were introduced by an affiliate/introducer, we may pay them fees/commissions. Details are available upon request. Your charges may reflect such arrangements.

- You are solely responsible for any taxes arising from your trading activity.

9) Client Money & Safeguarding

- Client Money is held in segregated accounts, separate from Company funds. Pooled (omnibus) accounts may be used with other clients' funds.
- No interest is payable unless expressly stated. Daily reconciliations are performed; transfers may be made as required by reconciliations.
- Funds may be placed with third-party institutions and payment providers; we exercise due skill, care, and diligence in selection and periodic review. In the event of a shortfall at a third-party, clients may share proportionally in that shortfall.

10) Communications & Notices

- Trading instructions must be placed via the Platform. Other communications may use registered email or in-platform messaging.
- Notices are deemed delivered within four (4) hours if sent by email/platform message, or seven (7) calendar days if sent by post/courier.
- You must keep your contact details up-to-date by notifying info@sohafx.com.

11) Risk Disclosure

- Trading leveraged products involves a high level of risk and may not be suitable for all investors. You can lose more than your initial investment.
- Market conditions can be highly volatile; prices can move rapidly against you. Electronic systems may fail or become unavailable.
- You should carefully read the Risk Disclosure on the Website/Platform and seek independent advice where needed.

12) Representations & Warranties (Client)

You represent and warrant on an ongoing basis that:

- The information you provide is true, accurate, and complete.
- You have full authority to enter into and comply with these Terms.
- Funds used are of lawful origin and free of third-party claims.
- You will not redistribute price feeds or use algorithms/strategies intended to manipulate the Platform or execution environment.
- You will promptly inform us of any material changes to your status/information.

13) Intellectual Property

- All intellectual property in the Services, Platform, software, content, and data (including price feeds) belongs to the Company or its licensors.
- You receive a limited, non-exclusive, non-transferable right to use the Platform for personal trading purposes only. Reverse engineering, copying, or redistribution is prohibited.

14) Data Protection & Privacy

- We collect and process personal data as described in our Privacy Policy. By using the Services, you consent to such processing.
- Communications (including phone/VoIP and electronic messages) may be recorded and retained for quality, training, and evidentiary purposes.

15) Force Majeure

- We are not liable for any failure or delay in performance caused by events beyond our reasonable control, including natural disasters, war, civil unrest, strikes, system failures, outages, supplier failures, extreme market moves, or suspensions/closures of markets.
- During such events we may increase margin, widen spreads, reduce leverage, suspend features, or close positions at prices we consider reasonable.

16) Suspension, Closure & Set-Off

- We may suspend or close your Account (with or without notice) where we reasonably suspect breach, abuse, or security risk.
- We may set-off balances between your Accounts, convert currencies, and close positions to satisfy amounts owed to us.

17) Termination

- Either party may terminate these Terms on thirty (30) days' written notice. We may terminate immediately for cause (including breach, abuse, or provision of false information).
- Upon termination you must close open positions. We may close any remaining positions at current prices and withhold funds necessary to satisfy any obligations.

18) Dispute Resolution

- Contact us promptly at info@sohafx.com with full details of any complaint. Follow the Company's Complaints Handling procedure on the Website.
- We may request further information and logs in order to assess and resolve the matter. Platform/server records will generally prevail.

19) Liability & Indemnity

- To the maximum extent permitted by applicable law, we exclude liability for indirect, consequential, incidental, punitive, or special losses, loss of profits, revenue, business, or data.
- We are not responsible for losses arising from third-party failures, communications issues, market disruptions, or events beyond our control.
- You agree to indemnify us against losses, claims, or expenses arising from your breach of these Terms, misuse of the Services, or violation of applicable obligations.

20) Amendments

- We may amend these Terms, trading conditions, or policies at any time. Changes take effect upon posting on the Website/Platform or on the effective date stated. Continued use of the Services constitutes acceptance.

21) Severability

- If any provision is found invalid or unenforceable, it will be modified to the minimum extent necessary or severed, and the remaining provisions will continue in full force.

22) No Waiver

- Failure or delay to exercise any right shall not operate as a waiver of that or any other right.

23) Assignment

- We may assign or transfer our rights and obligations under these Terms to affiliates or successors. You may not assign your rights without our prior written consent.

24) Governing Law

- These Terms are governed by the laws of the Saint Lucia. Courts/tribunals of that venue shall have exclusive jurisdiction.

25) Contact

For questions about these Terms, please contact info@sohafx.com.