



TERMS AND CONDITIONS

Digital Trading Group of Central America, S.A. DE C.V.

Effective Date: January 1, 2025 | Last Updated: January 1, 2025

PREAMBLE

1. These Terms and Conditions constitute a legally binding and enforceable agreement between DIGITAL TRADING GROUP OF CENTRAL AMERICA, S.A. DE C.V. (hereinafter referred to as "DTGoCA," "Company," "we," "us," or "our," as applicable), with its registered office at Av La Revolucion, Nivel 6, Apto. Local 12, San Benito, Presidente Plaza, Distrito San Salvador, El Salvador, operating under the brand name Solonix.one, and any individual or legal entity (hereinafter referred to as "Client," "you," "your," or "yourself," as applicable) who has successfully created an account and accepted these Terms and Conditions through the registration process. These Terms and Conditions govern the entire relationship between the Company and the Client with respect to the use of the Platform and all associated Services.
2. By accepting these Terms and Conditions, the Client simultaneously consents to and accepts all other policies and documentation made available on the Website. The Client affirms that they have carefully reviewed these Terms and Conditions, together with all documents forming part of the Agreement (as defined in the Definitions section below), fully understand their content, and agree to comply with every provision.
3. If you do not wish to be legally bound by these Terms and Conditions and the Agreement in their entirety, you must not accept them during the registration process, and you must refrain from accessing, visiting, or using any of the Company's Services or Website in any manner. Whether you indicate acceptance by completing the registration process or by making use of the Services in any form, you will be deemed to have consented to be bound by the Agreement, including any future amendments or modifications, through such conduct.

DEFINITIONS AND INTERPRETATION

4. In these Terms and Conditions, capitalised terms shall carry the meanings set out below. Any capitalised term not defined herein shall have the meaning given to it in the other documents comprising the Agreement, as described below, or in any other relevant document between the Client and the Company concerning access to and use of the Services.
 - a) "Account" means any account established by or on behalf of the Client to access and utilise the Services. The Account enables access to the Platform and records all Transactions and Orders associated with the Client.

- b) "Account Balance" means the net value of the Client's Account calculated by taking into account all completed Orders and deposit or withdrawal operations carried out over any given period.
- c) "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the Company or the Client.
- d) "AML" (Anti-Money Laundering) means any laws, regulations, rules, or guidelines relating to the prevention of money laundering, including but not limited to obligations to maintain financial records, report transactions, and implement measures to detect and prevent money laundering, as applicable to the Company or the Client.
- e) "Applicable Law" means all relevant statutes, laws (including common law principles), equity, rules, regulations, regulatory principles and requirements, notices, orders, writs, injunctions, judgements, by-laws, rulings, directives, proclamations, circulars, mandatory codes of conduct, guidelines, practice notes, and interpretations (whether issued by a governmental or quasi-governmental body, court, regulatory, administrative or other authority, or self-regulatory organisation of which the Company is a member) applicable to the provision, receipt, or use of the Services, or any other products or deliverables provided, used, or received in connection with the Services.
- f) "Client" means any natural person or legal entity who has successfully opened an Account and agreed to these Terms and Conditions during the registration process.
- g) "Company" refers to DIGITAL TRADING GROUP OF CENTRAL AMERICA, S.A. DE C.V. (doing business as "Solonix.one"), with its registered office at Av La Revolucion, Nivel 6, Apto. Local 12, San Benito, Presidente Plaza, Distrito San Salvador, El Salvador, registered under number 2025-00191.
- h) "CNAD" means the Comision Nacional de Activos Digitales of El Salvador, the regulatory authority under whose licence the Company operates.
- i) "DADP" (Digital Asset Denominated Product) means a Digital Asset admitted to trading on the Platform, the value of which is quoted in BID and ASK pricing.
- j) "DASP Framework" means the Digital Asset Service Provider regulatory framework of El Salvador.
- k) "Digital Assets" means digital representations that can be stored and transferred electronically using distributed ledger technology or similar technology, in which records are linked and encrypted to protect the security and integrity of transactions. For the purposes of these Terms and Conditions, this term includes Digital Currencies, their derivatives, tokens, leveraged tokens, stablecoins, tokenised stocks, volatility tokens, tokenised futures contracts, tokenised options, and other tokenised derivative products including DADPs.
- l) "Digital Currencies" means encrypted or digital tokens or cryptocurrencies carrying a certain value, based on blockchain and cryptography technologies, issued and managed in a decentralised manner.
- m) "Equity" means, with respect to a Client's Account, the aggregate of: (i) the net of all realised profits and losses on executed Transactions and deposits or withdrawals; and (ii) unrealised profit or loss on Open Positions after deduction of applicable fees and application of any spread.
- n) "Fiat Currency" means government-issued currency designated as legal tender in its country of issuance through government decree, regulation, or law.
- o) "Free Margin" means the amount of funds in the Client's Account in excess of the Margin requirement available as collateral for trading; Free Margin = Equity minus Margin.
- p) "Funds" means Fiat Currency or Digital Assets.

- q) "KYC" (Know Your Client) means the guidelines and regulations in financial services requiring the Company to verify the identity, suitability, and risks involved with maintaining a business relationship with a Client.
 - r) "Login Details" means the combination of username and password issued by the Company to the Client, required for access to the Account.
 - s) "Margin" means the amount of collateral required by the Company, at its sole discretion, to open and maintain an Open Position and to cover the Client's potential liability for losses arising from any Transaction.
 - t) "Margin Level" means the formula $(\text{Equity} / \text{Margin}) \times 100$, representing the percentage value based on the amount of Equity versus used Margin of the Open Position.
 - u) "Open Position" means any position or Transaction that has been entered but not yet closed.
 - v) "Order" means an instruction placed by the Client through the Platform to make a Transaction.
 - w) "Parties" means the Company and the Client.
 - x) "Platform" means the Solonix.one website, online trading system, mobile applications, APIs, and all related technological infrastructure, including computer equipment, software, databases, telecommunications hardware, trading interface, and all associated programs and technical resources enabling access to market data, execution of Transactions, management of Orders, and the calculation of all mutual obligations between the Client and the Company.
 - y) "Transaction" means any buy or sell transaction in Digital Assets arranged for execution on behalf of the Client under these Terms and Conditions.
 - z) "Website" means the website at www.solonix.one, owned and operated by the Company, or such other website as the Company may maintain from time to time.
 - aa) "XAU₪" or "Tether Gold" means the gold-backed digital token issued by TG Commodities Limited, as further described in Section 6 of these Terms and Conditions.
5. Section titles are provided for convenience only and do not affect the interpretation of any provision.
 6. Words in the singular include the plural and vice versa; words referring to natural persons also apply to legal entities and vice versa.
 7. References to any law or regulation include that law or regulation as amended, replaced, extended, re-enacted, or modified from time to time.
 8. The following documents, together with their schedules and addenda, constitute the Agreement between the Company and the Client and shall be interpreted as an integral part thereof: (a) these Terms and Conditions; (b) the Privacy Policy; (c) the AML/KYC Policy; (d) the Risk Disclosure; (e) the Cookie Policy; and (f) any other policies published on the Platform from time to time.

GENERAL PROVISIONS

ABOUT US

DIGITAL TRADING GROUP OF CENTRAL AMERICA, S.A. DE C.V. (doing business as "Solonix.one") is a company incorporated under the laws of El Salvador, with registration number 2025-00191. The Company holds licence CNAD PSAD-0063 issued by the Comision

Nacional de Activos Digitales (CNAD) under the El Salvador Digital Asset Service Provider (DASP) Framework. Under this authorisation, the Company is permitted to:

- Carry out the exchange of Digital Assets for Fiat Currency or for other Digital Assets, using its own capital or that of a third party.
- Operate a platform for the exchange or commercialisation of Digital Assets or Digital Asset derivatives.
- Promote and manage investment products in Digital Assets.
- On behalf of and for the benefit of third parties: transfer Digital Assets or the means to access or control them; safeguard, hold in custody, or manage Digital Assets or the means to access or control them; receive and transmit Orders to buy or sell Digital Assets; and transmit Orders to buy or sell derivative Digital Assets.

(Collectively referred to as the "Services")

Our regulatory status may be verified directly with CNAD. The Company maintains full compliance with all conditions of its licence and submits to ongoing regulatory supervision.

EFFECTIVE DATE

These Terms and Conditions are effective as of the date on which the Client accepts them (the "Effective Date"). The Client's use of the Services and the Company's provision of those Services are governed by these Terms and Conditions and the other documents comprising the Agreement.

AMENDMENTS

9. The Company reserves the right to alter, revise, or update these Terms and Conditions or any part of the Agreement at its sole discretion. Any modifications will be implemented by posting the revised version on the Website and notifying you through any communication methods we hold on record for you. Changes take effect immediately upon being posted on the Website. We will endeavour to provide at least 15 days' prior notice of material changes. It is the Client's responsibility to review the Website periodically to remain aware of the current version of the Agreement. By continuing to use the Services after any changes have been posted and communicated, the Client agrees to be bound by the amended Terms and Conditions. The Company may also require the Client to re-confirm acceptance of the Agreement from time to time as a condition of continued access to the Platform and Services.
10. If the Client does not agree with any modification to these Terms and Conditions or the Agreement, the Client must immediately cease using the Platform, Account, and Services and notify the Company in writing. The Client acknowledges that their sole remedy in such circumstances is to discontinue use of the Services and close their Account. The Company shall not be responsible for any losses or damages incurred by the Client or any third party as a result of such amendments.
11. The Company reserves the right to amend the Contract Specifications available on the Website at any time in response to specific market conditions or other circumstances. It is the Client's responsibility to remain informed of the latest Contract Specifications at all times.

COMMUNICATIONS

12. The Client agrees to provide the Company with a current, accurate email address and to promptly notify the Company of any changes to that address. The Client consents to receive all notices, statements, Account confirmations, and other communications

from the Company electronically, including via email, the Platform, messaging services, or SMS. Communications shall be deemed received when made available or sent by the Company, or eight (8) hours after being sent in the case of email, regardless of whether the Client has accessed them.

13. The Client agrees that electronic communications from the Company satisfy any legal requirement that such communications be in writing. It is the Client's responsibility to keep their contact details up to date. The Client waives the right to receive notices if they fail to provide current contact information.
14. To withdraw consent to receive electronic communications, the Client must notify the Company via email to support@solonix.one. The Company reserves the right to suspend or terminate access to the Services if the Client declines or withdraws such consent.
15. Unless expressly stated otherwise, any notice, instruction, or request from the Client must be submitted via email to support@solonix.one.
16. The Company shall not be held liable for any losses resulting from delayed or undelivered communications sent to the Client.
17. The Client acknowledges that the internet may not be a fully secure channel for transmitting sensitive information.
18. The Client consents to the Company recording all communications between the Client and the Company in any form, including telephone, email, and chat messages. The Company may use such recordings to resolve disputes or disclose them to regulatory bodies as required, without prior notification to the Client.
19. All official communications shall be conducted in English.
20. The Company may present additional disclaimers, notices, pop-up notifications, warnings, or enquiries to Clients from time to time, including during the onboarding process. The Client is required to carefully review and comply with any such notices. Failure to do so may be treated as a breach of the Client's obligations under these Terms and Conditions.

SERVICES

PLATFORM AND SERVICES

21. The Company operates a Platform that functions as a marketplace for Digital Assets, enabling Clients to buy, sell, and trade various Digital Assets and DADPs at the prices and rates displayed on the Platform. The Client shall use the Platform exclusively for the purposes described in these Terms and Conditions.
22. The Client acknowledges and agrees that the Company may, at any time and at its sole discretion, refuse to provide any of the Services to the Client, decline to execute any Transaction, refuse to accept any submitted Order, impose or change limits on Transaction amounts, or impose other conditions or restrictions on the Client's use of the Platform, without prior notice and without being obliged to provide reasons.
23. The Company reserves the right, at its sole discretion and without prior notice or liability, to modify, update, suspend, discontinue, or enhance the content, features, functions, and user interface of the Platform or any of its components. This includes the removal of certain Digital Assets or functionalities from the Platform.
24. The Company may, at its sole discretion and without prior notice, temporarily or permanently suspend or terminate the Client's access to any or all of the Services, Account, or Platform at any time.
25. The Company may, at its sole discretion, loan to the Client a credit facility ("Credit") exclusively for DADP and Digital Asset derivative trading purposes. Such Credit is not

the property of the Client and cannot be withdrawn. The Client may decline Credit by providing notice within 24 hours of it being issued. The Company may revoke Credit at any time without prior notice.

26. The Client is prohibited from reproducing, licensing, selling, transferring, or making accessible the Platform or any information contained therein to any third party.
27. The Company makes no representations, whether express or implied, regarding: (a) the continuous or uninterrupted availability of the Platform; (b) the operational performance or quality of the Platform; (c) the absence of delays, errors, or defects; or (d) the Platform's immunity from viruses or other harmful elements.
28. Scheduled maintenance may be carried out on the Platform periodically, during which access, including the ability to submit Orders, transfer Funds, or manage Open Positions, will be temporarily unavailable. The Company will not be liable for losses incurred during such downtime.
29. The Client agrees not to: (a) use the Platform for illegal activities; (b) interfere with or disrupt the operation of the Platform; (c) decompile, disassemble, or reverse engineer any software underlying the Platform; or (d) engage in any activities that could degrade service quality for other Clients.

ELIGIBILITY

30. The Services are available solely to individuals or legal entities who have not been previously suspended or barred from using the Services and who are legally competent to enter into binding contracts under the laws applicable to them.
31. Individual Clients must reside in a country that is not a Restricted Jurisdiction and must be at least 18 years of age or the age of legal majority in their jurisdiction of residence. Legal entity Clients must be established, operating, or domiciled outside a Restricted Jurisdiction.
32. The Services are not intended for: (a) any US person as defined under applicable US law or regulation; (b) residents or nationals of Restricted Jurisdictions including but not limited to Zimbabwe, Russian Federation, Iran, North Korea, Syria, Cuba, Venezuela, Belarus, Myanmar, and other jurisdictions listed on the Website; (c) individuals or entities in jurisdictions where access to or use of the Services would be illegal; or (d) any entity or individual listed on applicable international or national sanctions lists maintained by the UN, US (OFAC), EU, or other applicable authority.
33. It is the Client's sole responsibility to ensure compliance with the laws applicable to them before registering, applying for an Account, or using the Services.
34. The Client acknowledges that travelling to or residing in a Restricted Jurisdiction may limit or terminate access to the Services. The Client agrees not to attempt to bypass such restrictions, including through the use of a VPN or other means to mask their location.
35. The Company retains the right to reassess the Client's eligibility at any time and may revoke access if eligibility requirements are no longer met.
36. The Services are not intended for individuals or entities engaged in: drug-related businesses; illegal business activities; the sale of counterfeit or stolen goods; infringement of intellectual property rights; fraudulent financial schemes; unlicensed provision of regulated services; or other high-risk businesses as categorised by the Company.
37. The Company does not actively target customers from jurisdictions where applicable laws or regulations would prohibit or restrict the provision of its Services, nor does it direct its marketing activities toward acquiring customers from those jurisdictions.

ACCOUNT REGISTRATION AND SECURITY

Registration

38. To qualify as a Client and access the Platform and Services, each prospective Client must successfully complete the online registration process as specified by the Company at its sole discretion.
39. These Terms and Conditions shall govern each and every Account opened or reopened by the Client with the Company, regardless of any changes in the Company's personnel or successors.
40. The Client is granted an exclusive and non-assignable right to use and access their Account. No other person, including relatives or immediate family members, may conduct Transactions through the Account.
41. The Client may not establish more than one Account. If the Company suspects improper use of multiple accounts, it reserves the right to investigate and may suspend or terminate the Account.
42. The Company retains the right to deactivate and archive an Account that has no Account Balance and no trading activity for three (3) consecutive months (an "Inactive Account"). An Account with no Account Balance and no activity for twelve (12) consecutive months may be classified as abandoned, and the Company reserves the right to handle Funds in such accounts in accordance with Applicable Law.

Security

43. The Client bears sole responsibility for maintaining the confidentiality and security of their Account credentials, including Login Details, two-factor authentication methods, devices used to access the Account, private and public keys, and all other related information.
44. The Client must promptly notify the Company of any actual or suspected unauthorised access to their Account by emailing support@solonix.one. Please be aware that timely reporting of a security incident does not guarantee reimbursement for any losses incurred.
45. The Client is responsible for implementing adequate security measures, including: creating complex passwords and storing them securely; protecting electronic devices from misuse or theft; avoiding remote access to devices while logged into the Account; and confirming Digital Currency recipient addresses before executing transactions.

AML AND KYC

46. The Company is committed to the highest standards of Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) compliance. The Company implements rigorous user due diligence, ongoing monitoring, and reporting procedures.
47. The Company reserves the right at any time to verify a Client's identity or the origin of their Funds in accordance with KYC and AML requirements. This may include imposing limits on trading or withdrawals until verification is completed. The Company may refuse to process a transfer, decline a withdrawal, or suspend or terminate Services if it has reasonable grounds to believe that such actions are connected to criminal activity or money laundering.
48. The Company may request documents including a passport, driving licence, national identification, utility bills, bank statements, tax statements, lease agreements, or other documentation to verify identity. Enhanced Due Diligence (EDD) may be required in certain circumstances, including where transaction limits are exceeded.
49. The Client agrees to promptly provide any documentation, information, or records requested by the Company at any time, including self-certifications regarding beneficial

ownership and tax residency. The Company will not accept Clients who are unwilling to provide the required documentation.

50. The Company maintains records of all Client Transactions for a minimum of seven (7) years following termination of the Agreement, even if the Client requests deletion of their personal data.
51. The Company is required to report suspicious transactions to the relevant authorities and is prohibited from notifying the Client that their account has been flagged for suspicious activity.
52. The Company complies with Travel Rule requirements. Clients must specify the counterparty for Digital Asset withdrawals, and the Company may request additional information to verify the destination.

TRADING

ORDERS AND ORDER EXECUTION

53. The Company shall carry out all Transactions on an execution-only basis and is not obligated to monitor or provide advice regarding the status of any Transaction, make margin calls, or close any Open Position, except where explicitly required by these Terms and Conditions.
54. The Client acknowledges that Orders are executed at the bid and ask prices offered by the Company. Due to market volatility and internet latency, prices may change between the time an Order is placed and the time it is executed. The Company reserves the right not to execute an Order or to adjust the opening and/or closing price of an executed Order if communication or technical failures result in off-market quotations.
55. The Client bears full responsibility for all Orders placed through the Platform. Any Order received by the Company through the Client's Account is assumed to have been placed by the Client. An Order becomes a binding contract only once the Company records it as executed.
56. Given the size of an Order and prevailing market conditions, the Company reserves the right to partially fulfil an Order where necessary.
57. For Exchange Services, Orders must be placed on a pre-paid basis. The Client must deposit sufficient Funds before placing an Order. By clicking 'Buy' or 'Sell,' the Client authorises the Company to execute the Transaction at the displayed price and agrees to pay any applicable fees.
58. All Transactions, including the buying and selling of Digital Assets, are final and non-refundable. The Company does not accept returns or issue refunds except where explicitly stated.
59. Stop Loss orders will not necessarily limit losses to the intended amount, particularly during periods of extreme volatility or market gaps.
60. In certain circumstances, trading DADP or other derivative products may cause the Account Balance to become negative. In cases resulting from normal trading activity, the negative balance will be reimbursed. Where the negative balance arises from fraud, abuse, or malicious intent, the Company may refuse reimbursement.

MANIFEST ERROR

61. "Manifest Error" means an evident or obvious misquotation by the Company or any market, liquidity provider, or official price source relied upon by the Company, considering the prevailing market conditions at the time the Order was placed. In

evaluating whether a Manifest Error has occurred, the Company may consider all relevant information, including market conditions and inaccuracies in information sources.

62. In the event of a Manifest Error, the Company may: (a) adjust the terms of each affected Transaction to reflect what would have occurred absent the error; or (b) annul any or all affected Transactions. The Client is required to report any suspected Manifest Error to the Company. Deliberately placing Orders to exploit a Manifest Error constitutes trading abuse.
63. The Company shall not be liable for losses resulting from a Manifest Error or from the Company's decision to uphold, modify, or nullify affected Transactions, unless the Manifest Error was caused by the Company's own intentional misconduct or fraud.

REFUSAL TO EXECUTE ORDERS

64. The Company reserves the right to refuse to process, transmit, and/or execute any Order at its discretion without prior notice. This right may be exercised where: (i) the Account lacks sufficient Funds; (ii) executing the Order could disrupt the Platform or adversely impact market stability; (iii) the Order could constitute Market Abuse; (iv) the Order could involve money laundering; or (v) the Order could involve the misuse of confidential information or the abusive manipulation of prices.
65. The Company reserves the right to reject an Order or amend its details in the event of a technical or other error.
66. The Company has no obligation to cancel all or any part of a Transaction or Order that the Client seeks to cancel through the Platform.

MARGIN AND LEVERAGE

67. As a prerequisite for engaging in leveraged transactions, the Company requires the Client to provide Margin to cover potential losses. The Company reserves the right to modify Leverage Levels at any time and at its sole discretion, without prior notice.
68. The Client must ensure that their Account consistently holds sufficient Funds to satisfy all Margin obligations (at least 100% of required Margin). If the Client's Account lacks sufficient Margin or if the deposited Margin falls below required levels, the Company may, without prior notice, immediately close or terminate the Client's Transactions and Account. Where the Margin Level reaches or falls below 30% of the required Margin or Leverage Level, positions will be automatically closed at the prevailing market price.
69. The Client acknowledges sole responsibility for monitoring the Margin in their Account before opening an Account or placing any Order.

SETTLEMENT OF TRANSACTIONS

70. The Company will initiate settlement of all Transactions immediately upon execution. For Exchange Services, settlement typically occurs on a spot basis, and within a maximum of five (5) business days from the date of the Order.
71. Following execution, the Company will provide confirmation of the Transaction by posting it to the Client's Account. The validity of the Transaction is not affected by any delay in providing confirmation. Orders and Transactions will be considered authorised and accurate unless the Company receives written notice to the contrary within three (3) calendar days.

DEPOSITS AND WITHDRAWALS

72. The Client may fund their Account by transferring Digital Assets from an external address or by depositing Fiat Currency from their bank account. All deposits must be directed to the specified wallets, bank accounts, or payment methods set out on the Platform and must comply with all applicable payment instructions.
73. Fiat Currency deposits shall be held in a separate bank account entirely distinct from the Company's own accounts.
74. The Company does not accept deposits from individuals or entities other than the Client. Should third-party Funds be deposited, the Company reserves the right to suspend such transactions and handle those Funds in accordance with Applicable Law.
75. Withdrawals of Fiat Currency may only be made to bank accounts held in the Client's own name. Transfers to accounts held by third parties are strictly prohibited. The Client bears full responsibility for the accuracy of payment information provided.
76. Unless otherwise approved at the Company's discretion, Digital Asset withdrawals will be sent to the original wallets from which the Funds were deposited. A minimum withdrawal amount of \$10 applies to all Digital Assets.
77. The Company may require KYC documentation for withdrawal requests totalling 5,000 USDC or more, or at any time at the Company's discretion. Should the Client fail to submit required KYC documents within 15 days of a request, the Company may deny the withdrawal.
78. The Company is not liable for any loss, damage, or expense incurred by the Client as a result of withdrawal requests or transfers.
79. Withdrawals will only be processed if the requested Funds are not derived from activities that breach the Agreement.

MARKET ABUSE

80. The Company strictly prohibits quote arbitrage, market manipulation, wash trading, spoofing, front-running, latency arbitrage, and any other form of market abuse or abusive trading practice. Where the Company determines that Transactions have been executed by exploiting pricing delays or inaccuracies, it reserves the right to cancel such Transactions.
81. The Client agrees not to use the Platform for Orders or Transactions connected to fraud, illegality, market abuse, or any violation of Applicable Law. The Client is responsible for understanding and adhering to all relevant laws and regulations and must ensure that their use of the Platform does not result in any legal violations by the Company.

USE OF TETHER GOLD (XAU₪) AS UNDERLYING OR REFERENCE ASSET

Solonix.one may use Tether Gold (XAU₪) as an underlying, reserve, hedging, or reference asset in connection with certain products and Services offered on the Platform. XAU₪ is a third-party digital token issued and operated independently by TG Commodities Limited. Solonix.one is not affiliated with, sponsored by, endorsed by, authorised by, or guaranteed by Tether Limited, TG Commodities Limited, or any of their respective affiliates (collectively, "Tether").

82. Clients acknowledge that holding or purchasing any Solonix.one product that references XAU₪ does not create a direct contractual relationship with Tether or any

right to redeem XAU₯ directly with Tether. Any direct use, transfer, purchase, redemption, or custody of XAU₯ is subject to Tether Gold's own terms and conditions, policies, fees, verification and KYC requirements, eligibility restrictions, custody arrangements, blockchain functionality, and Applicable Law.

83. Solonix.one does not guarantee the continued availability, liquidity, transferability, redemption, price stability, blockchain support, custody arrangements, or regulatory treatment of XAU₯. XAU₯ and any Solonix.one product referencing it may be adversely affected by: gold price movements; digital asset risks; blockchain or network failures; custody or reserve risks; market liquidity; sanctions or jurisdictional restrictions; issuer actions, freezes, or suspensions; or changes to Tether Gold's terms and conditions.
84. No statement made by the Company about XAU₯ should be interpreted as investment, legal, tax, accounting, or financial advice, or as a representation made by or on behalf of Tether. Clients should review the official Tether Gold documentation and seek independent professional advice where appropriate before transacting in any product that references XAU₯.
85. The Client expressly acknowledges the risks described in this Section and accepts that the Company shall not be responsible or liable for any losses arising from the matters described herein.

FINANCIAL TERMS

COMMISSIONS, FEES AND CHARGES

86. The provision of Services involves payment of various charges, including commissions, deposit and withdrawal fees, spreads, and other applicable fees (collectively "Fees"). All applicable Fees are published on the Website.
87. Should Fees at any point exceed the maximum rates permitted by Applicable Law, they will be automatically adjusted to comply with such limits.
88. The Company reserves the right to modify Fees and charges at its discretion without prior notice. Any changes will be communicated through the Website. It is the Client's responsibility to regularly review the Website for the current Fee schedule before placing Orders.
89. The Client consents to having applicable Fees deducted directly from their Account. The Company may combine or make transfers between the Client's Accounts and trading accounts to settle outstanding obligations.
90. For DADPs, commissions and financing or overnight fees are not incorporated into the Company's quoted prices but are charged explicitly to the Client Account. Financing fees are based on prevailing market interest rates. The Company has the discretion to change the swap rate at any time.

EXCHANGE RATES AND INTEREST

91. Every Transaction involving Exchange Services will incur a Conversion Fee and, where applicable, a spread. The applicable Conversion Fee will be displayed on the Website before the Transaction is completed.
92. The spread, representing the difference between the BUY and SELL prices, varies depending on the Digital Asset and the size of the Order. The Company provides a variable spread that may increase without prior notice.

93. Every Transaction will be subject to the applicable exchange rate at the time. The exchange rate will be shown as either a Buy Price or a Sell Price. By placing an Order, the Client accepts the exchange rate provided at that time.
94. If the Client fails to settle any amounts due for a period exceeding 60 days, an interest charge of 1% per month, or the highest rate permitted by Applicable Law, will be applied.
95. The Company charges an inactivity fee of 35 USDC per month on Accounts without new trading activity, applied after at least 90 days of inactivity following the last deposit or trade. If the Account balance is lower than 35 USDC, the entire remaining balance will be charged. Where an Account remains continuously inactive for a period exceeding one (1) year, a one-off additional fee of 100 USDC shall be charged in addition to the monthly inactivity fee, subject to available balance.

CLIENT REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

REPRESENTATIONS AND WARRANTIES

96. The Client represents and warrants that:
 - bb) they possess full rights, authority, and capacity to enter into, execute, and fulfil their obligations under this Agreement, and are not aware of any current or anticipated claims or proceedings that would significantly impair their ability to do so;
 - cc) they satisfy all eligibility requirements specified in these Terms and Conditions;
 - dd) if a natural person, they are of sound mind, legal age, and legal competence;
 - ee) if a legal entity, they are duly organised and validly existing under applicable laws, and all transactions contemplated under the Agreement have been duly authorised;
 - ff) they are acting in their own capacity and not on behalf of any third party, unless a power of attorney satisfactory to the Company has been provided;
 - gg) the Company has not encouraged or suggested their involvement in trading based on any specific strategy, and the Client has undertaken adequate research to make informed investment decisions;
 - hh) they are the rightful owner of all Funds deposited into their Account, and such Funds originate from lawful sources, free from any connection to illegal or fraudulent activities;
 - ii) they are not an employee, director, associate, agent, Affiliate, or relative of the Company or any of its affiliates;
 - jj) execution of this Agreement will not constitute a breach of any other contract or commitment to which the Client is subject;
 - kk) they are not subject to any prohibitions or restrictions imposed by any central bank or governmental or regulatory authority that would prevent them from entering into or fulfilling the obligations under this Agreement;
 - ll) all information submitted during registration and subsequently is truthful, accurate, current, and complete in all material respects;
 - mm) they will not use the Services, Account, or Platform for any unlawful activities, including money laundering, illegal gambling, terrorism financing, or malicious hacking;
 - nn) they are not a Politically Exposed Person, domestically or internationally, as defined by the Financial Action Task Force (FATF); and

- oo) they will promptly notify the Company if they become subject to sanctions imposed by OFAC, OFSI, the EU, the UN, or any other governmental authority.

ACKNOWLEDGEMENTS

97. The Client acknowledges that:

- pp) the Company does not provide financial, legal, tax, or regulatory advisory services. Any information or features provided through the Platform are for general informational purposes only and do not constitute personalised advice;
- qq) the Company's Services exclude the provision of investment advisory services, and the Company makes no representations or guarantees regarding the outcomes of any Transaction;
- rr) the Company does not act as an advisor or fiduciary to the Client;
- ss) no physical delivery of any DADP traded through the Account shall occur;
- tt) all Transactions will be performed only through the Platform and are not transferable to any other platform;
- uu) the Company is the sole execution venue in relation to the Client's Transactions and Orders;
- vv) the Client bears sole responsibility for adhering to local tax laws and applicable regulations, including determining any tax liabilities arising from Transactions; and
- ww) the Client assumes full responsibility for all investment strategies, Transactions, and the composition of their Account.

RIGHTS AND OBLIGATIONS

CLIENT RESPONSIBILITIES AND RESTRICTIONS

98. The Client shall not:

- xx) engage in any use or misuse of the Services that could disrupt or modify the functionality of the Platform or negatively impact the ability of any other Client to access or use the Services;
- yy) engage in any illegal activity that contravenes any laws, regulations, or legal provisions applicable in the jurisdictions where the Company operates;
- zz) violate any intellectual property rights, including by participating in transactions involving the Company's intellectual property assets;
- aaa) conduct Transactions intended to transfer Funds between accounts in a manner that is deceptive or fraudulent;
- bbb) attempt to gain unauthorised access to the Platform or to view materials beyond those to which access has been granted;
- ccc) engage in activities that compromise cybersecurity, including deploying unauthorised automated interfaces or attempting to access another Client's account;
- ddd) execute simultaneous Buy and Sell Orders with the intent to have those Orders counteract each other, creating a disruptive or manipulative impact on the market;
- eee) provide Login Details to any third party;
- fff) disclose any proprietary or confidential features or content of the Platform to any third party;

- ggg) use the Platform to develop a competing product or service, or to replicate any concepts, features, functions, or designs of the Platform;
 - hhh) engage in web scraping or data scraping on or related to the Platform without prior written consent;
 - iii) attempt to probe, scan, or test the vulnerability of any system or network, or breach or circumvent any security or authentication measures protecting the Platform; or
 - jjj) use the Platform or Services for the purpose of evading tax obligations.
99. If the Company suspects a violation of this Section, it reserves the right to suspend the Client's access to the Platform, Account, and/or Services, or to terminate the Agreement immediately and without prior notice. The Company may report the matter to relevant governmental, law enforcement, or other authorities without notifying the Client.

INTELLECTUAL PROPERTY

100. All rights, interests, and intellectual property rights, including trademarks and trade names associated with or relating to the Company, are exclusively owned by the Company or its suppliers or licensors and shall remain so at all times.
101. The Company's trade names, service marks, and logos are registered trademarks and cannot be used without obtaining prior written consent from the Company.
102. The Client is granted a personal, non-exclusive, revocable, non-transferable, and non-sublicensable licence solely for personal, non-commercial purposes, allowing the Client to use the Platform in accordance with these Terms and Conditions. The Company retains all rights, titles, and interests in the Platform, Website, and Services, including all associated software, graphics, user interfaces, logos, trademarks, patents, inventions, source code, copyrights, domain names, and trade secrets.
103. The Client must not use, copy, modify, distribute, transfer, publicly display, broadcast, or otherwise exploit the Website, Platform, or any content published on either.
104. The unauthorised collection, aggregation, reproduction, scraping, or other derivative use of the Website or Platform is strictly prohibited.

CLIENT DATA AND PRIVACY

105. The Company handles personal information in compliance with Applicable Law. The specific procedures and policies governing the processing of personal data are outlined in the Company's Privacy Policy and Cookie Policy.
106. The Company ensures Client data is maintained with the highest level of confidentiality and will implement suitable administrative, physical, and technical measures to safeguard its security, integrity, and confidentiality.
107. By establishing an Account and engaging in Transactions, the Client acknowledges that personal information will be provided to the Company and consents to its processing for the purposes of fulfilling the Agreement, managing the Client relationship, and enhancing the Services.
108. The Client consents to receiving marketing communications from the Company and acknowledges that such communications shall not constitute a violation of their rights under applicable data protection or privacy laws.

INDEMNIFICATION AND LIMITATION OF LIABILITY

INDEMNIFICATION

109. The Client agrees to defend, indemnify, and hold harmless the Company and its Affiliates from any and all claims, suits, actions, demands, proceedings, or liabilities (including losses, damages, costs, and expenses) arising out of or related to: (i) the Client's actual or alleged use, misuse, or failure to use the Platform and/or Services; (ii) any failure by the Client to fulfil their obligations under the Agreement; (iii) any breach of any representation or warranty made in the Agreement; (iv) any cancellation or termination of Transactions resulting in a negative balance; (v) any erroneous, false, incomplete, or misleading information provided during identity verification or as to source of funds; (vi) any violation of laws, regulations, or third-party rights; or (vii) negligence or intentional misconduct by the Client.
110. The indemnification obligations under this Section shall survive termination or expiration of the Agreement.

LIMITATION OF LIABILITY

THE CLIENT ACKNOWLEDGES AND AGREES THAT THE PLATFORM, WEBSITE, AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PLATFORM, ITS CONTENT, OR ANY ASSOCIATED DOCUMENTATION OR SOFTWARE. SPECIFICALLY: (a) THE COMPANY DOES NOT GUARANTEE THAT THE PLATFORM WILL OPERATE WITHOUT INTERRUPTION OR ERROR; (b) THE COMPANY DOES NOT WARRANT THAT THE PLATFORM IS IMMUNE TO UNAUTHORISED ACCESS, VIRUSES, OR MALICIOUS SOFTWARE; AND (c) THE COMPANY MAKES NO REPRESENTATIONS ABOUT THE COMPLETENESS, ACCURACY, OR SUITABILITY OF THE PLATFORM FOR ANY PARTICULAR PURPOSE.

NEITHER THE COMPANY NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY LOSSES, EXPENSES, OR DAMAGES RESULTING FROM: (A) THE CLIENT'S INABILITY TO ACCESS OR USE THE PLATFORM, ACCOUNT, OR SERVICES; (B) EXPENSES INCURRED IN OBTAINING SUBSTITUTE GOODS OR SERVICES; (C) UNAUTHORISED ACCESS, ALTERATION, OR DESTRUCTION OF CLIENT DATA; (D) ANY ACTIONS OR CONDUCT BY THIRD PARTIES; OR (E) ANY PERSONAL INJURY OR PROPERTY DAMAGE.

THE COMPANY SHALL NOT BE LIABLE FOR: (a) MISSED OPPORTUNITIES OR DIMINUTION IN VALUE OF ASSETS, EXCEPT WHERE ARISING DIRECTLY FROM THE COMPANY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT; (b) LOSSES RESULTING FROM MARKET MOVEMENTS OR TRADING DECISIONS; (c) DELAYS ATTRIBUTABLE TO COMPLIANCE CHECKS; (d) CONSEQUENCES ARISING FROM THIRD-PARTY ACTIONS OR INSOLVENCY; OR (e) TECHNICAL MALFUNCTIONS, CYBERSECURITY BREACHES, OR FORCE MAJEURE EVENTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING FROM THESE TERMS SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CLIENT TO THE COMPANY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. ANY CLAIM RELATED TO THIS AGREEMENT MUST BE INITIATED WITHIN ONE (1) YEAR OF THE INITIAL EVENT GIVING RISE TO THE CLAIM.

RISK DISCLOSURE

Before engaging in any Transactions on the Platform, you should carefully consider all risks associated with Digital Assets. The following summary does not constitute a comprehensive disclosure of all risks.

111. Digital Assets are subject to significant price fluctuations that may arise from limited adoption, high speculation, regulatory uncertainty, and other factors. The value of a Digital Asset may decrease substantially or become worthless.
112. The Services include products that may be traded on Margin. Margin trading involves the risk of losing more than your initial deposit. It may not be appropriate for all investors, and you should only trade with funds you can afford to lose.
113. Digital Asset transactions are irreversible. Losses resulting from fraudulent activities, hacking, or accidental transactions cannot be recovered.
114. Changes in legislation or regulatory frameworks, whether domestic or international, may negatively impact the use, transfer, exchange, and valuation of Digital Assets.
115. Digital Assets, including their underlying software, networks, and protocols, may be affected by technological changes, forks, rollbacks, or external attacks, which could significantly impact the asset's availability, value, or functionality.
116. Technical issues related to the deposit or trading of Digital Assets may result in delays extending from days to weeks, or even months, and some issues may remain unresolved indefinitely.
117. There is no central market or clearinghouse guarantee for Transactions with the Company. Each Transaction is a contract directly between the Company and the Client.
118. The Company makes no assurances regarding the availability of any specific Digital Asset on the Platform and reserves the right to discontinue Services related to any Digital Asset at its discretion.
119. Third parties may target systems through malware, DDoS attacks, or other cybersecurity threats that could disrupt the processing of Orders or the transfer of Funds.
120. Tax treatment of Digital Asset trading is uncertain in many jurisdictions. You bear full responsibility for withholding, collecting, reporting, paying, and remitting any applicable taxes.
121. There are no assurances of profit or protection against loss in trading activities. No guarantees of financial gain or loss prevention have been provided by the Company or any of its representatives.

Please read our full Risk Disclosure document before trading.

COMPLAINTS, GOVERNING LAW AND JURISDICTION

COMPLAINTS

If the Client has reasonable grounds to believe that the Company has violated any provision of these Terms and Conditions, the Client may file a complaint with the Company promptly after the issue has arisen. Before initiating any formal proceedings, the Client agrees to attempt to resolve any dispute informally by contacting the Company at support@solonix.one. The Company will endeavour to resolve concerns within 30 business days. Detailed information regarding the complaint resolution process is available in the Company's Complaint Handling Policy.

GOVERNING LAW AND JURISDICTION

122. This Agreement shall be governed exclusively by the laws of the Republic of El Salvador, without regard to conflict of law principles that would apply the laws of any other jurisdiction.
123. Any disputes, claims, or controversies arising out of or relating to this Agreement, the Services, or the Client's use of the Platform shall be subject to the exclusive jurisdiction of the courts of El Salvador. The Client irrevocably: (a) consents to the exclusive jurisdiction of the courts located in San Salvador, El Salvador; (b) submits to the authority of those courts; and (c) waives any objection to venue, including objections based on forum non conveniens.
124. Any disputes that cannot be resolved informally shall be submitted to binding arbitration in San Salvador, El Salvador, conducted in accordance with the arbitration rules of the applicable Salvadoran arbitral institution.
125. Each Party irrevocably waives any entitlement to a jury trial. To the extent permitted by Applicable Law, both Parties agree to bring claims solely in their individual capacities and not as part of any class action or representative proceedings.

TERM, TERMINATION AND FORCE MAJEURE

TERM AND TERMINATION

126. The Agreement shall become effective as of the Effective Date and shall remain in effect indefinitely until terminated in accordance with these Terms and Conditions.
127. Either the Company or the Client may terminate this Agreement at any time by providing written notice. The Client must submit such a request from their registered email address to support@solonix.one. Before requesting termination, all Transactions must be closed and any Funds must be either refunded or withdrawn.
128. The Company may, at its sole discretion and without notice, immediately cancel all outstanding Orders and terminate the Agreement where: (a) the Client fails to fulfil any payment obligation; (b) the Client is in breach of any provision of the Agreement; (c) the Client's activity may violate Applicable Law; (d) the Client attempts unauthorised access to the Platform; (e) the Client fails to disclose beneficial ownership of multiple accounts; (f) the Client becomes deceased, legally incompetent, or insolvent; or (g) the Client is subject to insolvency proceedings.
129. The Company may also immediately terminate the Agreement and reverse prior Transactions where the Company has reasonable grounds to believe: (a) the Client has involved the Company in fraudulent activity; (b) the Services are being used for unlawful activities including money laundering or terrorism financing; (c) the Client's trading activities disrupt the Platform or cause financial loss to the Company; (d) the Client has engaged in market abuse or abusive trading practices; (e) the Company has received an official request from a court or law enforcement authority; or (f) the Client has become a citizen or resident of a jurisdiction subject to sanctions.
130. Upon termination, all amounts owed by the Client to the Company become immediately due and payable. The Client will receive guidance on how to transfer any remaining Funds. Failure to follow such instructions may result in the Company converting Digital Assets to Fiat Currency and transferring the proceeds to a bank account designated by the Client, less applicable fees and charges.
131. Termination of this Agreement shall not affect any legal rights or obligations that have already arisen.

FORCE MAJEURE

132. The Company shall not be liable for any loss, damage, delay, or failure to perform its obligations to the extent that such issues arise from circumstances beyond its reasonable control, including but not limited to: pandemics; acts of war or terrorism; natural disasters; cyber-attacks or hacking incidents; blockchain network disruptions; technical failures; extreme market movements; governmental or regulatory actions; telecommunications failures; or disruptions caused by third-party hosting services, financial intermediaries, custodians, or exchanges (collectively, "Force Majeure Events").
133. Upon determination that a Force Majeure Event has occurred, the Company may, without prior written notice: (a) cancel any or all Transactions or Orders the result of which is directly or indirectly caused by the Force Majeure Event; (b) increase Margin requirements; (c) decrease leverage; (d) determine at its discretion the quotes and spreads executable through the Platform; or (e) suspend the operation of the Platform and/or the Services.

OTHER PROVISIONS

134. The Website and Services may include hyperlinks to external websites not under the ownership or control of the Company. The Company disclaims any liability for the content, terms, or practices of such external sites.
135. This Agreement is intended solely for the benefit of the Parties and does not create any rights or benefits for third parties.
136. Should any provision of the Agreement be deemed unlawful, invalid, or unenforceable in any jurisdiction, the remaining provisions shall continue in full force and effect.
137. The Client may not assign, transfer, or delegate any part of the Agreement or any associated rights, interests, or obligations to any third party without the Company's prior written approval. The Company reserves the right to assign, transfer, or delegate any part of the Agreement to any third party, with or without the Client's consent.
138. These Terms and Conditions do not establish any partnership, employment relationship, joint venture, or formal business entity between the Parties. The rights and obligations of the Parties are strictly confined to those expressly specified in the Agreement.
139. English is the official language of the Company and the Agreement. Translations into other languages are for convenience only. In the event of any discrepancy between the English version and any translated version, the English version shall take precedence.
140. The Company reserves the right, without notice, to withhold, deduct, or set off any amounts owed between the Client and the Company and may apply such actions to any Account held by the Client.
141. Any failure or delay by the Company in exercising any right under the Agreement shall not constitute a waiver of that right. A waiver of any breach shall not be considered a waiver of any subsequent breach.
142. This Agreement, including all schedules, addenda, and incorporated documents, represents the complete and exclusive agreement between the Parties and supersedes all prior agreements, discussions, and communications relating to its subject matter.
143. The rights and remedies available to the Company under this Agreement are cumulative and are in addition to any rights or remedies provided by Applicable Law.

CONTACT INFORMATION

If you have any questions about these Terms and Conditions, please contact us:

- Email: info@solonix.one
- Support: support@solonix.one
- Operator: Digital Trading Group of Central America, S.A. DE C.V.
- Licence: CNAD PSAD-0063, El Salvador DASP Framework
- Website: www.solonix.one

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