

CapXmaster

Terms and Conditions

Terms of Use - The Company (capxmaster.com)

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THIS SITE OR OUR SERVICES OR OTHERWISE AGREEING TO THIS AGREEMENT, YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT AND RECOGNIZE THAT YOU MAY BE WAIVING CERTAIN RIGHTS.

Welcome to capxmaster.com. The capxmaster.com website and all services and interactions with The CapXmaster (collectively, the "Site") is comprised of various web pages operated by Bonypay s.r.o. ("The Company"). The Site is made available to you conditioned on and subject to your acceptance without modification of the terms, conditions, and notices contained herein (collectively, "Terms" or "Agreement"). Your use of the Site constitutes your acceptance of and agreement to all such Terms. Please read these Terms carefully and keep a copy of them for your reference. These Terms are applicable for all services provided by The Company and this "Site."

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, BRING A CLASS ACTION, AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AS WELL AS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. THE PRODUCTS AND SERVICES OFFERED ON THIS SITE ARE NOT IN ANY WAY INTENDED TO BE CONSIDERED AN INVESTMENT.

BonyPay provides various evaluation plans and programs intended for traders to try proving their skills in simulated trading environment by passing evaluations with specific goals that must be achieved in order to pass the evaluations.

Other Policies

These Terms do not alter in any way the terms or conditions of any other agreement you may have with us for products, services, programs or otherwise. Additional policies and terms may apply to use of specific portions of a Site and to the purchase of certain services and are included as part of these Terms whether they reference these Terms or not.

Other types of agreements and policies that you may be subject to include, but are not limited to:

- The CapXmaster all rules and conditions therein, as amended from time to time and which are incorporated by reference and made a part of these Terms. By agreeing to these Terms, you are agreeing to abide to all rules identified within the knowledge center and other sources within the website.
- The [Refund policy](#).
- The [Privacy policy](#).

Electronic Communications

Visiting this Site, contacting The Company via social media and live chat support, or sending emails to The Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email, live chat support, social media and on this Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that The Company is not responsible for third party access to your account that results from theft or misappropriation of your account. The Company and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

For any evaluation programs that a user is provided through this Site, under no circumstances may the user change the password to the demo simulated trading account. Any change of the password constitutes a breach of these Terms and The Company will consider and treat such user's evaluation as having failed.

Evaluation Demo Account Terms

Evaluation accounts provided by The Company are demo accounts only, are not live actual simulated trading and are subject to 1:200 FOREX leverage. Any other leverage amount, provision or level is subject to the sole determination and judgment of The Company and what is deemed reasonable by The Company in its sole discretion to provide to users.

Minors

The Company does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under the age of eighteen, you are prohibited from the use of services and interactions with The Company. If a minor circumvents the controls The Company has implemented to restrict use of our services, any resulting actions or consequences are solely the responsibility of the minor. By accessing our services, you agree to hold us harmless for any actions or consequences resulting from your failure to comply with our age restrictions.

Links to Third Party Sites/Third Party Services

capxmaster.com may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of The Company and The Company is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by The Company of any site or any association with its operators.

Certain services made available via capxmaster.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the capxmaster.com domain, you acknowledge, agree and consent that The Company may share such information and data with any third party with whom The Company has a contractual relationship to provide the requested product, service or functionality on behalf of capxmaster.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use capxmaster.com strictly in accordance with these Terms. As a condition of your use of the Site, you warrant to The Company that you will not use the Site for any purpose that is unlawful or prohibited by these Terms or any applicable law, regulation or requirement to which The Company or you is or may be subject. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of The Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. The Company materials and Site content are not for resale, and by accessing the Site you acknowledge and agree that you will not resell, redistribute or otherwise use or attempt to use the Site or its contents in any manner or for any purpose except as permitted or authorized by The Company. Your use of the Site does not entitle you to make any unauthorized use of any content, and without limiting the foregoing, in particular you will not delete, alter or otherwise modify or attempt to modify any proprietary rights or attribution notices in any content. You will use protected content solely for your personal non-commercial use and will make no other use of the content without the express written permission of

The Company and the copyright owner. You agree that you do not acquire any ownership rights in or claims to any Site content. We do not grant you any licenses, express or implied, to the intellectual property of The Company or our licensors except as expressly authorized by these Terms.

Legal and Market Compliance

The Company takes compliance with relevant laws, regulations, and requirements seriously and asks our customers to do the same. Further, The Company also respects the functioning of actual markets. As such, any simulated trading practices that interfere with the functioning of actual markets are prohibited on our platform. Such simulated trading practices that do not comply with the functioning of real markets include, but are not limited to:

- Use of platform or data freezing
- Use of delayed data feed
- Trading on delayed charts
- Trading at a time of significant macroeconomic reports
- Use of the guarantee of compliance with limit orders
- Use of hedging trades between The Company accounts and/or third-party accounts.

Violation of any of these Terms or applicable laws, regulations or requirements in any way may lead to immediate termination of all accounts associated with our services and no refund or payment of any kind will be given. In addition, you may be held civilly and/or criminally liable if you violate these Terms or applicable laws, regulations or requirements. Understanding the importance of having a secure, reliable simulated trading platform, you explicitly instruct The Company to share your data with other proprietary simulated trading firms or third parties for the purposes of detecting fraudulent, deceptive, or criminal behavior or any violations of our Terms or this Agreement.

Indemnification

You agree to indemnify, defend and hold harmless CapXmaster, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of these Terms or your violation of any rights of a third party or any applicable laws, regulations or requirements. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to

indemnification by you, in which event you agree to fully cooperate with The Company in asserting any available defenses.

Disputes & Arbitration

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. IF, HOWEVER, EITHER THE CLASS ACTION WAIVER OR COORDINATED CLAIMS PROVISION BELOW ARE FOUND INVALID, THEN THE SPECIFIC INVALID PROVISION WILL BE UNENFORCEABLE AND WILL BE SEVERED AND THE REMAINDER OF THE ARBITRATION PROVISIONS WILL REMAIN IN FULL FORCE.

In the event the parties are not able to resolve any dispute, claim or controversy, including those known or unknown that may be later discovered, between them arising out of or concerning these Terms or any provisions hereof, or other agreements on the Site, other agreements between us, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, whether in contract, tort, or otherwise, at law or in equity for damages or any other relief, legal or equitable, then such dispute shall be resolved only by either: (i) final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement or (ii) submitted to small claims court in Czech Republic. If the arbitrator finds this location of arbitration unreasonably burdensome to you, a new location may be selected in a location mutually agreed upon by the parties, or the arbitration may be conducted over the phone, using video conferencing, or similar. You may be entitled to an in-person hearing near your place of residence.

The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. Seeking Arbitration: If you elect to seek arbitration or file a small claim court action, you must first send to us, by certified mail, a written notice of your claim ("**Notice**"). The Notice to us must be addressed to:

The Company:
Bonypay s.r.o.
Hvězdova 1716/2b

Nusle - Praha 4
Czech Republic

with an electronic copy to the following email address:

support@capxmaster.com

If we initiate arbitration, we will send a written Notice to an email address you have previously provided to us, if available. We may also use any other means to contact you, including a message in your account or to an address we have on file. A Notice, whether sent by you or by us, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If you and we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or us may commence an arbitration proceeding or file a claim in small claims court.

Injunctive Relief: Notwithstanding the foregoing, you and we both agree that you or we may sue in court to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate. In the event a court or arbitrator having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective. No waiver, express or implied, by either party of any breach or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

Confidentiality: The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

YOU AGREE THAT ANY ARBITRATION UNDER THESE TERMS AND CONDITIONS WILL TAKE PLACE ON AN INDIVIDUAL BASIS. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUALS CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING BUT NOT LIMITED TO A PRIVATE ATTORNEY GENERAL ACTION. CLASS ARBITRATIONS AND CLASS/REPRESENTATIVE/COLLECTIVE ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION. Further, unless both you and The Company agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

If this specific provision is found to be unenforceable, then the entirety of this Class Action Waiver and the Disputes & Arbitration provisions shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

[Liability Disclaimer](#)

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THIS SITE MAY INCLUDE INACCURACIES OR ERRORS. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. THE COMPANY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME WITHOUT PRIOR NOTICE.

THE COMPANY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. THE COMPANY AND/OR ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY

OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS SITE.

International Users

This Site is controlled, operated and administered by The Company from our offices in Prague. If you access the Site from any place, you are responsible for compliance with all applicable laws. You agree that you will not use The Company content accessed through the Site in any country or in any manner prohibited by any applicable laws, regulations or requirements.

The products referred to on Sites may only be available in the territory to which that Site is directed and may not be available in your country. WE MAKE NO REPRESENTATION THAT THE INFORMATION AND MATERIALS ON ANY SITE, INCLUDING WITHOUT LIMITATION THE INFORMATION AND OTHER MATERIALS PROMOTING THE PRODUCTS IDENTIFIED ON THAT SITE, ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS OTHER THAN THE LOCATION FOR WHICH THE SITE IS DIRECTED. WE DO NOT REPRESENT OR WARRANT THAT A SITE OR ANY PART THEREOF IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION. Those who choose to access a Site do so on their own initiative and at their own risk, and are responsible for complying with all local statutes, orders, regulations, rules, and other laws.

Despite the above, as a consumer you will benefit from any mandatory provisions of the law of the country in which you are a resident. Nothing in this Agreement affects your rights as a consumer to rely on such mandatory provisions of local law. The local law of your jurisdiction may entitle you to have a dispute relating to this Agreement heard by your local courts. This Agreement does not limit any such rights that you have that apply. HOWEVER, BY ENTERING INTO THIS AGREEMENT, WE DO NOT CONSENT TO THE JURISDICTION OF ANY COURTS OTHER THAN THOSE REFERENCED IN THIS AGREEMENT AND RESERVES THE RIGHT TO CONTEST THAT IT IS NOT SUBJECT TO THE JURISDICTION OF ANY OTHER COURT. We may limit a Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion. This Agreement, as well as all other documents related to it, including notices and correspondence, will be in the English language only.

Termination/Access Restriction

The Company reserves the right, in its sole discretion, to terminate your access to this Site and the related services or any portion thereof at any time, without notice. These Terms are governed by the laws of the Czech Republic, and you agree that any dispute or disagreement with The Company, or arising out of or in connection with these Terms, that is not resolved through arbitration as provided herein shall be resolved by the state courts located in Czech Republic. You consent to such exclusive jurisdiction and venue of such courts for such purpose. Use of the Site is not permitted in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and The Company as a result of these Terms or your use of the

Site. The CapXmaster's performance of these Terms is subject to applicable laws, regulations and requirements, and nothing contained in these Terms is in derogation of CapXmaster's right to comply with governmental, judicial and law enforcement requests or requirements relating to you or your use of the Site or information provided to or gathered by The Company with respect to you or such use.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision or statement that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect.

Unless otherwise specified herein, these Terms constitute the entire agreement between the user and The Company with respect to the Site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and The Company with respect to the Site. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

[Changes to Terms](#)

The Company reserves the right, in its sole discretion, to change the Terms under which this Site is offered. The most current version of the Terms supersede all previous versions. The Company encourages you to periodically review the Terms to keep informed regarding any updates.

These Terms are effective as of January 4th, 2024