CLIENT AGREEMENT

SMATAMS FX
This Client Agreement ("Agreement") is entered into between:

SAMTAMS FX ("Company", "We", "Us", "Our")
and
The Client ("You", "Your").

By opening an account, accessing, or using our services, you agree to be legally bound by this Agreement.

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1. DEFINITIONS

- **Account** – Trading account opened with SMATAMS FX
- **Client** – Any individual or entity registered with SMATAMS FX.
- **Platform** – Online trading system provided by SMATAMS FX.
- **Services** – Forex, CFD, commodities, indices, crypto or any financial instruments offered.
- **Margin** – Required deposit to maintain positions.
- **Force Majeure Event** – Any uncontrollable event affecting market or operations.

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2. SCOPE OF SERVICES

2.1 SMATAMS FX provides online trading access to foreign exchange and derivative markets.
2.2 SMATAMS FX acts as:

- Principal, counterparty, or
- Intermediary depending on the instrument.

2.3 SMATAMS FX does NOT provide:

- Investment advice
- Portfolio management
- Tax or legal advice

All trading decisions are made solely by the Client.

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3. RISK DISCLOSURE

3.1 Trading Forex and CFDs involves HIGH RISK.
3.2 You may lose all or more than your deposited funds.
3.3 Leverage can work against you as well as for you.
3.4 Past performance is not indicative of future results.
3.5 You confirm you understand and accept all risks.

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4. ACCOUNT OPENING

4.1 Client must:

- Be 18 years or older
- Provide accurate KYC documents
- Pass AML verification

4.2 SMATAMS FX reserves the right to:

- Reject any application
- Suspend or terminate account without prior notice
- Request additional documentation at any time

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5. CLIENT REPRESENTATIONS

You confirm that:

- All information provided is true and accurate.
- Funds deposited are legally obtained.
- You are not involved in money laundering or illegal activities.
- You are not a citizen/resident of restricted jurisdictions.
- You understand trading risks.

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6. DEPOSITS AND WITHDRAWALS

6.1 Deposits must be made from accounts in Client's own name.
6.2 Third-party payments may be rejected.
6.3 SMATAMS FX may request source of funds proof.
6.4 Withdrawal requests:

- Subject to compliance checks
- May take 1–7 business days
- Processed via original payment method where possible

6.5 SMATAMS FX may deduct:

- Bank charges
- Processing fees
- Outstanding liabilities

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7. PRICING AND EXECUTION

7.1 Prices are derived from liquidity providers.
7.2 SMATAMS FX does not guarantee:

- No slippage
- No requotes
- Continuous pricing

7.3 Orders may be rejected in cases of:

- Insufficient margin
- Market gaps
- Technical failure
- Abnormal market conditions

7.4 SMATAMS FX reserves the right to:

- Cancel trades due to obvious pricing errors (manifest errors)
- Adjust positions due to system malfunction

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8. MARGIN AND LEVERAGE

8.1 Client must maintain required margin levels.
8.2 If margin falls below required levels:

- Positions may be automatically liquidated
- Without prior notice

8.3 SMATAMS FX is not responsible for losses caused by stop-out.

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9. CONFLICT OF INTEREST

9.1 SMATAMS FX may act as counterparty to your trades.
9.2 This creates inherent conflict of interest.
9.3 By accepting this Agreement, you consent to this arrangement.

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10. PROHIBITED TRADING PRACTICES
The following are strictly prohibited:

- Arbitrage exploitation
- Latency abuse
- Bonus abuse
- Price manipulation
- Hedging abuse across multiple accounts
- Insider trading

If detected, SMATAMS FX may:

- Cancel trades
- Confiscate profits
- Suspend or close account

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11. FEES AND CHARGES
SMATAMS FX may charge:

- Spreads
- Commission
- Swap/rollover fees
- Inactivity fees
- Conversion fees

All charges are subject to change without prior notice.

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12. INTELLECTUAL PROPERTY
All content, platform, and software belong exclusively to SMATAMS FX.
Client may not copy, reproduce, or distribute materials without permission.

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13. FORCE MAJEURE
SMATAMS FX shall not be liable for failure to perform obligations due to:

- Government restrictions
- War, riots
- Market suspension
- Internet failure

- Liquidity provider failure
- Natural disasters

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14. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

SMATAMS FX shall NOT be liable for:

- Trading losses
- Indirect or consequential damages
- Loss of profit or opportunity
- Platform downtime
- Delays in execution
- Third-party service failures

Total liability, if any, shall not exceed the amount deposited by the Client.

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15. INDEMNIFICATION

Client agrees to indemnify and hold SMATAMS FX harmless from:

- Claims
- Damages
- Legal costs
- Regulatory fines

Arising from Client’s breach of this Agreement or misuse of services.

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16. TERMINATION

SMATAMS FX may terminate account:

- Without notice
- For compliance reasons
- If suspicious activity is detected
- If Agreement is breached

Client may close account anytime after settling obligations.

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17. AML & COMPLIANCE

SMATAMS FX follows strict Anti-Money Laundering policies.

We may:

- Monitor transactions
- Report suspicious activity
- Freeze accounts if required by law
- Share information with regulatory authorities

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18. DATA PROTECTION

Client personal data will be:

- Collected for regulatory compliance
- Stored securely
- Shared only with regulators or service providers

By using services, Client consents to data processing.

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19. AMENDMENTS

SMATAMS FX may amend this Agreement at any time.

Updated versions will be posted on website.
Continued use of services constitutes acceptance.

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20. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the jurisdiction where SMATAMS FX is incorporated and licensed.

All disputes shall be resolved:

- Through arbitration or
- Courts of competent jurisdiction as determined by SMATAMS FX.

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21. SEVERABILITY

If any clause is deemed invalid, remaining provisions shall remain in full force.

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22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between SMATAMS FX and the Client.

DECLARATION

By opening an account with SMATAMS FX, you confirm that:

✔️ You have read
✔️ You understand
✔️ You agree to this Client Agreement