fxglobe

BLACKARROW ACCOUNT WITH FXGLOBE

TERMS AND CONDITIONS

June 2026 - version 6

1. INTRODUCTION

1.1. FS INTERNATIONAL LTD, a limited liability company registered under the Vanuatu Financial Services Commission (hereinafter referred to as the "VFSC") of the Republic of Vanuatu (hereinafter referred to as the "Company"). The registration number is 700227, and the company's registered office is located at Law Partners House, Kumul Highway, Port Vila, Vanuatu.

1.2. BlackArrow is a Trading Terminal (hereinafter referred to as the "BlackArrow Trading Terminal" or "Platform") developed and owned by NELOGICA SISTEMAS DE SOFTWARE LTDA., a limited liability company incorporated under the laws of the Federal Republic of Brazil, with headquarters at 400 Carlos Gomes Avenue, 12th, 13th e 14th floors, state do Rio Grande do Sul, city of Porto Alegre, Brazil CEP: 90480-900, registration number 05.898.757/0001-68 ("Nelogica").

1.3. The BlackArrow Trading Account, available on the Company client portal, is a trading account developed and owned by the Company that is to be used specifically on the BlackArrow Trading Terminal, under the terms and conditions described here.

1.4. The Company provides clients access to the BlackArrow Trading Platform under the terms outlined in this document. The platform is provided under a license agreement between FXGlobe and Nelogica. FXGlobe operates the BlackArrow Trading Account while Nelogica maintains and updates the platform software. These T&C do not confer any property rights in the platform to clients.

1.5. These Terms and Conditions form an integral part of and are considered an annex to the Company's Client Agreement. It is essential that all legal documents pertaining to both the Company and BlackArrow are read thoroughly and understood prior to acceptance. By doing so, you will ensure informed agreement before engaging in transactions with us.

2. CONDITIONS OF ELIGIBILITY

2.1. Subject to and without prejudice to the Client Agreement, the BlackArrow Trading Account is available to Clients of the Company who meet the Eligibility Criteria, as outlined in the following sections:

a) Discretionary Offering: The Company reserves the right, at its sole and reasonable discretion, to offer the BlackArrow Trading Account to any Client(s) and/or permissible countries/regions it deems appropriate, for such duration as the Company may determine.

b) Onboarding procedure: Clients must successfully complete the necessary onboarding procedure of the Company, providing the required information and documentation as stipulated by the Company, to be eligible for registration of a BlackArrow Trading Account. Clients who do not achieve the necessary approval status will not be able to proceed with

activation of the account.

c) Minimum Required Balance: The activation of the BlackArrow Trading Account and the ability to access and engage in trading activities within the BlackArrow Trading Terminal are contingent upon the Client meeting the minimum required balance. Clients must transfer or deposit the requisite funds into their live BlackArrow Trading Account with the Company. The minimum required balance will be clearly displayed on the Company's official website and Client Portal.

3. PLATFORM ACCESS

3.1. Access to the BlackArrow Trading Platform can be obtained in two ways: by purchasing a multi-broker license directly from Nelogica website or by acquiring an FXGlobe license.

3.2. The FXGlobe License is granted together with a BlackArrow Trading Account, for clients who do not hold a multi-broker license.

3.3. A client can hold only one license at any given time. A BlackArrow Trading Account can be linked to either a multi-broker license or an FXGlobe license, but not both simultaneously.

3.4. FXGlobe reserves the right to suspend or terminate client accounts for breaches of these T&C and/or for breaches of the Client Agreement.

4. MULTI-BROKER LICENSE

4.1. Clients who purchase a plan from Nelogica may connect their FXGlobe account to their platform license.

4.2. Client must open a dedicated BlakcArrow Trading Account by following the necessary steps and complying with all applicable requirements. This includes providing accurate and complete information during the account registration process and adhering to the regulatory and platform guidelines governing the use of the BlackArrow Trading Account.

4.3. The multi-broker license is issued by Nelogica and is subject to charges determined by Nelogica's pricing policies. These may include monthly or annual subscription fees, and any additional costs for use or customization. The terms and conditions governing these charges are defined solely by Nelogica, and the licensee is responsible for reviewing and complying with these terms. For the avoidance of any confusion, all financial obligations relating to the multi-broker license must be settled directly with Nelogica, and any disputes or clarifications regarding the charges should be addressed to Nelogica.

5. FXGLOBE LICENSE

5.1. The FXGlobe license grants access to the BlackArrow Trading Platform for a monthly subscription fee, as detailed in Section 5.4 below.

5.2. Clients are granted access to BlackArrow solely for their personal, non-commercial trading use.

5.3. Inactivity

5.3.1. BlackArrow Trading Accounts that remain inactive for 15 calendar days or more are suspended. If there are any open trades on an account at the time of suspension, the Company

will provide reasonable notice to the Client to close their positions. Should the Client fail to act within the given timeframe, the Company reserves the right to close such positions on behalf of the Client. The Company accepts no direct or indirect liability for any losses incurred as a result of this action.

5.3.2. An account is deemed "inactive" if no trading activity has occurred in the BlackArrow Trading Account for 15 calendar days.

5.3.3. "Trading Activity" is defined as the placement or closure of a trade, or making a deposit within the BlackArrow Trading Account.

5.4. Subscription Fee

5.4.1. Subscription Fee: FXGlobe grants access to the BlackArrow Trading Terminal subject to a monthly Subscription Fee. By registering and opening a live BlackArrow Trading Account with the Company, Clients agree to pay this monthly Subscription Fee to obtain and maintain access to the BlackArrow Trading Terminal (platform) and to engage in trading activities.

5.4.2. Payment Method: The Subscription Fee will be denominated in United States Dollars (USD) and will be automatically debited from the Client's BlackArrow Trading Account upon activation. All subscription fees are strictly non-refundable under any circumstances. The Company reserves the right to modify the Subscription Fee at any time at its sole discretion without any notice. Should the Client find the revised fees unacceptable, they may exercise their right to cancel the subscription in accordance with the procedures outlined in the Cancellation Terms.

5.4.3. Automatic Monthly Subscription Fee Deduction (Billing Cycle): Upon account opening of the BlackArrow Trading Account, the Client will enter into a recurring Billing Cycle. During each Billing Cycle, the Subscription Fee will be automatically deducted from the Client's BlackArrow Trading Account in accordance with the Automatic Renewal Procedure. Clients retain the right to cancel their subscription at any time, subject to the terms and conditions outlined in the Cancellation Terms.

5.4.4. Automatic Renewal Procedure: The subscription to the BlackArrow Trading Account will automatically renew at the end of each Billing Cycle, with the applicable Subscription Fee being automatically debited from the Client's BlackArrow Trading Account. Renewal will occur unless the Client has provided notice of cancellation as specified in the Cancellation Terms.

5.4.5. FXGlobe reserves the right to amend the subscription fees without any notice. If clients do not agree with the revised fees, they may cancel their subscription.

5.5. Insufficient Balance

5.5.1. In the event that the Client's BlackArrow Trading Account with the Company does not have sufficient funds for the automatic deduction of the monthly Subscription Fee, access to the BlackArrow Trading Account shall be suspended. Upon such suspension, the Client will lose access to the BlackArrow Trading Terminal and will be unable to engage in trading activities.

5.5.2. In the event that the client holds multiple accounts with the Company, the Company reserves the right to deduct any applicable Subscription Fee from any account with a sufficient balance, regardless of whether the account in question is linked to the service or product for which the Subscription Fee is charged.

5.5.3. If the automatic debit of the monthly Subscription Fee is unsuccessful due to an insufficient balance in the Client's BlackArrow Trading Account, leading to the suspension or deactivation of the account, all open positions will be closed at the prevailing market price at the time of suspension or deactivation, without prior notice. The Client acknowledges and agrees that the Company shall not be liable for any losses incurred as a result of the closure of positions under these circumstances.

5.6. Subscription Waiver

5.6.1. The Subscription Fee for the BlackArrow Trading Account may be waived for the Client subject to promotional offers run by the Company.

5.6.2. Subscription waiver promotions are offered at the sole discretion of the Company and are subject to specific terms and conditions outlined in the respective Promotion Terms and Conditions.

5.6.3. The Company reserves the right, at its sole discretion, to modify, amend, or terminate any subscription waivers. Any modifications, amendments, or terminations will not necessary be communicated to clients through any electronic medium. The Company is not liable for any losses incurred by Clients as a result of such modifications. Clients are encouraged to review the Company's website regularly to stay informed of any changes.

5.6.4. The Company reserves the right to refuse any waiver or refund request if it suspects fraudulent activity or if the Client's trading activities do not align with the terms set forth herein. The Company will investigate any suspicious activity and may take appropriate action, including suspension of the Client's account, as necessary to protect its interests.

5.7. Subscription Cancellation Terms

5.7.1. Voluntary Cancellation: Clients may request to cancel their subscription at any time, by email or through the Help Center. The Subscription Fee for the current month will not be refunded unless the Client meets the minimum requirements outlined in the Waiver Conditions. . Clients will retain access to and use of the BlackArrow Trading Terminal until the conclusion of the current Billing Cycle. This information will be communicated to Clients upon their cancellation request.

5.7.2. Revoking Cancellation Request: Clients may revoke their cancellation request at any time, provided the revocation occurs before the end of the current Billing Cycle. If a cancellation request is revoked after the end of the current Billing Cycle, Clients will need to follow the Reactivation Procedures to restore their BlackArrow Trading Account.

5.7.3. Involuntary Cancellation: The Company reserves the right to suspend, cancel, or deactivate the Client's BlackArrow Trading Account, under the following circumstances:

a) If the Client fails to pay the Subscription Fee due to insufficient balance and does not resolve the insufficiency before the next payment due date; or
b) If the Client's account(s) are deemed inactive as defined in 5.3, across all BlackArrow Trading Accounts held by the Client.

The Company will provide reasonable notice of such cancellation to the Client via email.

5.7.4. Reactivation Procedures: Following a Voluntary or Involuntary Cancellation, Clients may request to reactivate their BlackArrow Trading Account and regain access to the BlackArrow Trading Terminal at any time, subject to Company approval and without the need for justification. For reactivation, Clients must deposit the minimum balance and will enter into a new Billing Cycle.

5.7.5. Forced Cancellation: The Company reserves the right to cancel, suspend, or close a Client's BlackArrow Trading Account at any time, without the need for justification or prior notification, for reasons including, but not limited to:

a) **Violation of Terms and Conditions:** Breach of the BlackArrow Trading Terminal's terms and conditions, including but not limited to trading policies, usage rules, or subscription agreements, or any provisions of the Client Agreement. Such violations may result in the suspension or termination of services, at the Company's discretion.

b) **Fraudulent Activity:** Engagement in any form of fraudulent activity, including but not limited to providing false information, abusive trading, manipulating trades, or exploiting system vulnerabilities.

c) **Illegal Activities:** Participation in any illegal activities or trading practices that violate applicable laws or regulations.

d) **Suspicious Behavior:** Engagement in suspicious or abusive behavior, including but not limited to arbitrage, front-running, or any activities deemed to exploit or abuse the trading system.

e) **Regulatory Requirements:** Non-compliance with legal or regulatory requirements that necessitate the closure of accounts, such as sanctions or legal orders.

f) **Security Concerns:** Compromising the security of the platform or the integrity of the Client's account, including but not limited to unauthorized access or sharing of account credentials.

g) **Account Misuse:** Misuse of the BlackArrow Trading Terminal for purposes other than those intended, including but not limited to unethical or harmful trading practices.

h) **Abuse or Harassment:** Abusing, harassing, threatening, or engaging in any form of physical or emotional abuse towards any Clients, employees, or representatives of the Company.

5.7.6. In the event of a Forced Cancellation and/or closure of the BlackArrow Trading Account with the Company, all open positions will be closed at the prevailing market price at the time of

suspension or deactivation. The Client acknowledges and agrees that the Company shall not be liable for any losses incurred as a result of the closure of positions under these circumstances.

6. THE BLACKARROW ACCOUNT

6.1. The BlackArrow Trading Account is designed specifically for use with the BlackArrow Trading Platform.

6.2. Clients acknowledge and accept that the BlackArrow Trading Platform is an independent trading terminal provided and maintained by a third-party technology provider (Nelogica). The Company does not guarantee the continuous availability, accuracy, or reliability of the platform, and Clients use the platform at their own risk.

6.3. In the event of any discrepancy, delay, interruption, or issue relating to trade execution, pricing, or market data as displayed on the BlackArrow Trading Platform, the Company reserves the right to review and adjust the outcome of trades or transactions where necessary, based on available market data and at its sole discretion. The Company shall not be held liable for any losses incurred due to technical failures, delays, or inaccuracies inherent in the use of the platform.

7. GENERAL TERMS

7.1. FXGlobe's Responsibilities:

7.1.1. FXGlobe is responsible for client account management, compliance with applicable laws (including Anti-Money Laundering and Know Your Customer procedures), and customer support.

7.1.2. FXGlobe provides the platform to clients under a sublicensing arrangement with Nelogica, ensuring that client accounts are operational and comply with relevant standards.

7.2. Nelogica's Responsibilities:

7.2.1. Nelogica is responsible for maintaining and updating the BlackArrow platform. This includes performing any necessary technical interventions and providing continuous access to the platform, subject to the terms of its agreement with FXGlobe.

7.2.2. Nelogica holds all intellectual property rights related to the platform, and its responsibilities do not extend to trade execution or the accuracy of market data.

7.3. Limitations of Liability:

7.3.1. FXGlobe and Nelogica are not responsible for any financial loss resulting from the use of the BlackArrow platform, including system outages, data inaccuracies, or execution errors.

7.3.2. Clients must ensure they have sufficient internet connectivity and technical setup to access the platform.

7.4. The Company's Rights:

7.4.1. The Company reserves the right, at its reasonable discretion, to discontinue offering the "BlackArrow Trading Account" to any of its Clients at any time without the need for justification or prior notification.

7.4.2. The Company may decline the registration of any Client for the "BlackArrow Trading Account" who tampers or attempts to tamper with the operation of their trading account, or who breaches these Terms and/or any of the Company's business terms set forth on the Company's official website.

7.4.3. The Company reserves the right to alter, amend, or terminate these Terms or any aspect thereof at any time. Prior notice of such changes will be provided to Clients. Clients are advised to consult these Terms C Conditions on the Company's website regularly. Please note that registering and opening a "BlackArrow Trading Account" constitutes acceptance and agreement to abide by any such alterations, amendments, and/or changes.

7.4.4. Any indication or suspicion, in the Company's sole discretion, of any form of arbitrage (including but not limited to risk-free profiting), abuse (including but not limited to trading activity patterns indicating that the Client is not genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, or any other forms of deceitful or fraudulent activity, will nullify all previously credits, and/or any and all transactions carried out and/or profits or losses garnered on the BlackArrow Trading Account. In such circumstances, the Company reserves the right, at its reasonable discretion, to close or suspend (either temporarily or permanently) all such Client's accounts with the Company, cancel all orders, and annul all profits of such participants. In these circumstances, the Company shall not be liable for any consequences, including, but not limited to, order closures by Stop Out.

7.5. Client Responsibilities:

7.5.1. Clients are responsible for maintaining the confidentiality of their account information, including login credentials.

7.5.2. Clients must ensure that all information provided to the Company is accurate and up-to-date. Clients are responsible for all activities that occur under their account.

7.5.3. The Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses resulting from:

a) The use of or inability to use the BlackArrow Trading Terminal.

b) Unauthorized access to or alteration of Client transmissions or data.

c) Statements or conduct of any third party on the platform.

d) Any other matter relating to the BlackArrow Trading Terminal that is outside the control of the Company.

7.6. Indemnification: Clients agree to indemnify, defend, and hold harmless the Company, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with:

a) Client's access to or use of the BlackArrow Trading Terminal.

b) Client's violation of these Terms and Conditions.

c) Client's violation of any rights of another party.

7.7. Promotions: The Company reserves the right to offer Clients special promotions and conditions for the use of the BlackArrow Trading Account and the BlackArrow Trading Terminal at any time for any duration. All promotions and special conditions shall be considered an integral part of these Terms and Conditions. Upon the conclusion of any special offers, conditions, and promotions, the standard terms and conditions stated herein will apply.

7.8. Confidentiality and Data Protection:

7.8.1. FXGlobe adheres to strict data protection laws, ensuring that client information is handled securely in accordance with relevant legislation.

7.8.2. Clients are responsible for maintaining the confidentiality of their account credentials and must notify FXGlobe immediately in the event of any unauthorized access to their account.

7.G. Intellectual Property

7.G.1. Nelogica retains all intellectual property rights related to the BlackArrow Trading Platform. Clients are granted a limited, non-exclusive license to use the platform for trading purposes only, subject to these TCCs.

7.G.2. Clients may not reverse engineer, modify, or distribute any part of the platform or use it for purposes other than trading with FXGlobe.

7.10. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the Republic of Vanuatu. Any dispute or proceeding arising out of or in connection with this Agreement shall be exclusively brought in a court of competent jurisdiction in the Republic of Vanuatu, with the express waiver of any other jurisdiction, however favored.

7.11. Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this Agreement, and the remaining provisions shall continue in full force and effect. The invalidity, illegality, or unenforceability of any provision shall not affect the validity or enforceability of the other provisions of this Agreement.

7.11.1. Force Majeure: Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, government orders, natural disasters, pandemics, labour disputes, or any other events of a similar nature (collectively referred to as "Force Majeure Events").

7.12. Language: The language of these Terms and Conditions is English and any other language translation that may be provided is for reference only. In case of any inconsistency or discrepancy between the English and translated context, the original English version shall always prevail.

7.13. Risk Disclaimer: These Terms and Conditions do not disclose or detail all of the risks associated with investing in the Company's products. The client is strongly advised to review the Company's Business Terms and Conditions, which may be found at the Company's official website.

7.14. Contact Information: For any questions or concerns regarding these Terms and Conditions, Clients can contact the Company via the contact details provided on the Company's official website and Client Portal.