



# **TERMS AND CONDITIONS GENERAL SERVICE TERMS**



the SMART CAPITAL platform is owned by SMART CAPITAL S.A.S.; a Colombian commercial company legally constituted with its domicile in Bogotá D.C. - Colombia, identified for tax purposes with NIT number 901.383.470-1, which provides its services through its web platform and/or application.

## TERMS AND CONDITIONS

### GENERAL SERVICE TERMS

Last updated: July 1, 2024

Welcome!

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This document contains legal information that we recommend reading entirely along with the Privacy Policy. By approving these Terms and Conditions, it is understood that the User has read and accepted them in all parts and understands that they are legally binding and obligatory. Therefore, the User agrees to the terms of use and enjoyment of the services offered by **SMART CAPITAL**. Otherwise, the User should refrain from accessing the services offered by **SMART CAPITAL**, either directly or indirectly, and from using any information or service provided through the platform available at the following link: <https://smartcapitalbroker.com/> (hereinafter referred to as the "Platform").

By accessing and using the Platform, you agree to be legally bound by these Terms and Conditions, which establish various contractual relationships depending on the User's needs regarding the **SMART CAPITAL** Platform. If you do not accept these Terms and Conditions, you will not be able to access or use the Platform. These Terms and Conditions expressly replace any prior agreements or commitments with you. **SMART CAPITAL** may terminate these Terms and Conditions or any of the Services immediately with respect to you or, in general, cease offering or denying access to the Services or any part of them at any time and for any reason.

**SMART CAPITAL** may modify the Terms and Conditions related to the Services when deemed appropriate. Modifications will become effective after **SMART CAPITAL** publishes the updated Terms and Conditions in this location or the modified policies or supplemental conditions regarding the applicable Service. Your continued access or use of the Services after such publication constitutes your consent to be bound by the Terms and Conditions and their modifications. The collection and use of personal information related to the Services are as provided in **SMART CAPITAL**'s Privacy Policy available on our website.

This document will be governed by the following terms:

#### DEFINITIONS

Terms whose first letter is capitalized (unless solely because they begin a sentence or are a

p • **SMART CAPITAL:** A legal entity legally constituted under the laws of the Republic of Colombia, dedicated to financial education activities, especially to the development of Type A Broker Forex activities and Cryptocurrency Exchange related to high-risk investments without fixed returns. These services are offered under the international mandate contract signed between the Colombian company and **SMART CAPITAL LTD.**, a commercial company domiciled in Saint Lucia, identified with company number 2024-00126 on February 26, 2024, which holds the certificate to operate as a Type A Broker.

- Platform: The website, mobile application, or web application licensed by **SMART CAPITAL** to all its Users through this contract. To access the Platform, you can do so through the following website: <https://smartcapitalbroker.com>.
- Platform Browsers: All those who are considered Users, Providers, Clients, Merchants, and/or content collaborators.
- Personal Data Protection and Processing Policy: Agreement entered into between **SMART CAPITAL** and the User to execute the obligations acquired by each party, establishing the main guidelines by which Users' personal data will be processed; acceptance of the Privacy Policy is a sine qua non requirement for the celebration of the Terms and Conditions. You can access it through the following link: <https://smartcapitalbroker.com/política-de-protección-de-datos-personales>.

## ACCEPTANCE OF TERMS AND CONDITIONS

By accepting the Terms and Conditions established in this document, the User agrees to the conditions contained herein or any others described on the **SMART CAPITAL** Platform, as well as **SMART CAPITAL**'s Personal Data Protection and Processing Policy. It is also understood that the User accepts the other operating rules, policies, and procedures that may be published by **SMART CAPITAL** on its website, each of which is incorporated by reference.

Likewise, by accepting the Terms and Conditions, the User agrees to an analysis to identify the origin of their resources, as well as the statements described in the customer knowledge form. This information will be processed through selective databases to prevent money laundering and terrorist financing. In case of no reputational, legal, or financial alert, **SMART CAPITAL** reserves the right to restrict or prohibit the use of the Platform.

Notwithstanding the foregoing, some services offered on the **SMART CAPITAL** website may be subject to additional Terms and Conditions. In this case, the User's use of such services will be subject to specific acceptance by the User. If the User does not accept them, they must refrain from using such services in any form.

## CAPACITY

In accordance with Colombian Law, the User who accepts these Terms and Conditions must be legally competent and have the pertinent authorizations to bind the person they represent.

Accordingly, the User guarantees and **SMART CAPITAL** understands that the User who accepts these Terms and Conditions is aware of whether or not they are capable of entering into contracts on behalf of the person determined as the User.

No User may be a minor or have the legal status of relative incapacity under Colombian law. If you are in either of these two legal states, you cannot access or use our Platform.

#### SCOPE OF SERVICE

**SMART CAPITAL** is a financial intermediation platform that offers a variety of services to investors and traders in global financial markets. SMART CAPITAL aims to empower investors and traders by providing access to investment opportunities in global markets with transparency, efficiency, and security. **SMART CAPITAL's** vision is to become a leading financial intermediation platform recognized for its technological innovation and excellence in customer service. Users have access to global financial markets, allowing them to diversify their investments and take advantage of opportunities in different regions and sectors.

**SMART CAPITAL** primarily offers two types of services:

**TYPE A FOREX BROKER AND CRYPTOCURRENCY EXCHANGE:** **SMART CAPITAL** offers intermediation services in the foreign exchange market (Forex) acting as a Type A Broker. This implies that we provide direct access to international liquidity markets facilitating highly competitive transactions. Users can buy, sell, and exchange a wide range of cryptocurrencies through our platform, which guarantees competitive rates and a secure and regulated environment for all transactions. As a Type A Broker, all transactions are conducted directly in regulated markets, minimizing fraud risk and ensuring the protection of customer funds.

If a User decides to withdraw their money before the end of the agreed investment period, a penalty of 15% of the total investment plus the corresponding disconnection costs will be applied. The Platform is designed to provide access to a wide range of financial instruments, including Forex, CFDs, cryptocurrencies, and other assets. The Platform operates with full transparency and is regulated by international financial entities, ensuring a secure and reliable environment for users. We use advanced technology to ensure quick and efficient execution of trades, minimizing slippage risk and guaranteeing competitive prices. Below are some key aspects to consider for using our Platform:

#### Services Offered:

**Forex Trading:** Access to a wide spectrum of currency pairs, allowing users to speculate on the exchange rate movements in the forex market.

**CFDs (Contracts for Difference):** Offer the possibility to trade contracts for difference on a variety of underlying assets such as stocks, indices, commodities, and more.

**Cryptocurrencies:** Facilitate the trading of popular cryptocurrencies like Bitcoin, Ethereum, and other altcoins, enabling investors to participate in the digital asset market.

Highlighted Features of Our Platform:

**Advanced Technological Platform:** SMART CAPITAL uses state-of-the-art technology to offer a smooth and secure trading experience, with advanced analysis and charting tools.

**Education and Resources:** Provide users with educational resources, including webinars, tutorials, and market analysis to help them make informed decisions.

**Customer Support:** A dedicated customer support team is available to assist users with any queries or technical issues they may have.

**Security and Regulation:** The platform complies with international regulations and employs robust security measures to protect customer data and funds.

Benefits for Our Users:

**Global Access:** Allows investors and traders to operate in global financial markets from a single platform.

**Investment Diversification:** Offers a wide range of financial instruments to diversify investment portfolios.

**Transparency in Fees:** Clear and competitive fee structure with no hidden charges, making it easy for users to understand the costs associated with trading.

**Risk Management Tools:** Include stop-loss and take-profit orders, as well as the ability to trade with controlled leverage.

Platform Functionality:

Registration and Account Creation

**Registration Process:** Interested users must register on the platform by providing basic personal information such as name, email address, and phone number.

**Identity Verification:** To comply with KYC (Know Your Customer) and AML (Anti-Money Laundering) regulations, users must verify their identity by uploading documents such as a passport, driver's license, or other official identification.

**Account Setup:** Once identity is verified, users can set up their account preferences, including choosing the type of account (standard, professional, etc.).

Fund Deposit

**Deposit Methods:** The platform offers multiple deposit methods, including bank transfers, credit/debit cards, and electronic payments (e-wallets).

**Fund Security:** Deposited funds are held in segregated accounts to ensure the protection of client money.

**Bitcoin (BTC):** The first and most well-known cryptocurrency, used as a store of value and medium of exchange.

**Ethereum (ETH):** A smart contract platform that allows the creation and execution of decentralized applications.

**Ripple (XRP):** A cryptocurrency designed to facilitate fast and economical global payments.

**Litecoin (LTC):** A cryptocurrency created as a "silver to Bitcoin's gold," with faster transaction times and a larger total supply.

#### Mid and Low Market Capitalization Cryptocurrencies

**Cardano (ADA):** A blockchain platform that aims to offer advanced security and scalability features.

**Polkadot (DOT):** A multichain network that enables interoperability between different blockchains

**Chainlink (LINK):** An oracle protocol that connects smart contracts with real-world data.

**Stellar (XLM):** A payment network that facilitates fast and economical cross-border transfers.

**Binance Coin (BNB):** The native token of the Binance exchange, used to pay fees on the platform and other services.

#### Stablecoins

**Tether (USDT):** A stable cryptocurrency backed by USD reserves, used to protect against market volatility.

**USD Coin (USDC):** Another stablecoin backed by USD reserves, widely used in the cryptocurrency ecosystem.

#### Decentralized Finance (DeFi) Tokens

**Uniswap (UNI):** The governance token of the decentralized exchange Uniswap.

**Aave (AAVE):** A token used on the decentralized lending platform Aave.

**Compound (COMP):** A token that allows participation in the governance of the Compound lending protocol.

#### Gaming Tokens and NFTs

**Axie Infinity (AXS):** The token used in the popular blockchain game Axie Infinity.

**Decentraland (MANA):** A token used on the Decentraland virtual reality platform.

**The Sandbox (SAND):** A token for creating, owning, and monetizing gaming experiences in The Sandbox.

### **Other Digital Assets**

**Exchange Tokens:** Tokens issued by cryptocurrency exchanges, such as FTX Token (FTT) and Huobi Token (HT).

**Governance Tokens:** Tokens that allow holders to participate in decision-making for blockchain projects.

The availability of these assets may vary according to local regulation and **SMART CAPITAL's** internal policy. Digital assets are known for their high volatility, which can result in significant price fluctuations. Users must ensure compliance with local regulations related to the purchase and sale of digital assets. In the Republic of Colombia, there is currently no specific provision for the purchase and sale of digital assets; however, users are advised to read in detail the concepts and rulings issued by the Financial Superintendence, the Superintendence of Industry and Commerce, as well as by the Central Bank of Colombia.

**SMART CAPITAL** provides a platform for trading various financial instruments, including Forex, CFDs, cryptocurrencies, and other assets. However, **SMART CAPITAL** does not guarantee returns or profits on any operation carried out through the platform. All financial operations carry significant risks and may result in losses exceeding the invested capital.

Users should be aware of the risks associated with trading and act with due diligence. Users are advised to seek independent financial advice if they have doubts about the suitability of the investments offered by **SMART CAPITAL**.

**SMART CAPITAL** is not responsible for any losses or damages arising from the use of its services. By using our platform, users agree and understand that trading is a high-risk activity and that past performance does not guarantee future results.

**SMART CAPITAL** provides its users with a series of advanced trading tools designed to enhance their trading experience and support their investment decisions. These tools include:

**Advanced Trading Platform:** Our intuitive and multifunctional platform allows for quick order execution, detailed technical analysis, and is available in web, mobile, and desktop versions.

**Risk Management Tools:** We offer functionalities such as stop loss, take profit, trailing stop, and a risk/reward calculator to help traders effectively manage their risk exposure.

**Market Analysis and Trading Signals:** We provide real-time market news, expert analysis, trading signals, and an economic calendar to keep our users informed about events that can impact financial markets.

These tools are designed to provide our users with the information and resources needed to make informed decisions and effectively manage their investments in global financial markets. **SMART CAPITAL** is committed to transparency, security, and the protection of its clients. As a regulated broker, we comply with strict regulations set by recognized financial authorities. This regulation allows us to offer a safe and reliable trading environment, ensuring that our clients' funds are protected and that our operations are fair and transparent.

GENERAL PROVISIONS APPLICABLE TO ALL SERVICES OFFERED BY SMART CAPITAL.

### 5.1. SERVICES PROVIDED.

**SMART CAPITAL** is a financial brokerage platform that offers a variety of services to investors and traders in global financial markets. **SMART CAPITAL** aims to empower investors and traders by providing access to investment opportunities in global markets with transparency, efficiency, and security. **SMART CAPITAL**'s vision is to become a leading financial brokerage platform, recognized for its technological innovation and excellence in customer service. Users have access to global financial markets, allowing them to diversify their investments and take advantage of opportunities in different regions and sectors.

**SMART CAPITAL** offers two main types of services. The first is Type A Forex Broker and Cryptocurrency Exchange. In this service, **SMART CAPITAL** acts as a Type A Broker in the forex market, providing direct access to international liquidity markets. This facilitates transactions with highly competitive swap and spread prices. Users can buy, sell, and exchange a wide range of cryptocurrencies through our platform, which guarantees competitive fees and a secure and regulated environment for all transactions. By operating as a Type A Broker, all transactions are conducted directly in regulated markets, minimizing fraud risk and ensuring the protection of clients' funds.

The platform is designed to provide access to a wide range of financial instruments, including Forex, CFDs, cryptocurrencies, and other assets. The platform operates with complete transparency and is regulated by international financial entities, ensuring a secure and reliable environment for users. We use advanced technology to ensure quick and efficient execution of operations, minimizing slippage risk and guaranteeing competitive prices. Below are some key aspects to consider when using our platform.

**SMART CAPITAL** provides access to a broad spectrum of currency pairs in the Forex market, allowing users to speculate on exchange rate movements. It also offers the ability to trade contracts for difference (CFDs) on a variety of underlying assets such as stocks, indices, commodities, and more. Users can trade popular cryptocurrencies like Bitcoin, Ethereum, and other altcoins, facilitating participation in the digital asset market. Additionally, it enables investment in hedge funds managed by professionals, providing sophisticated and diversified investment strategies.

**SMART CAPITAL** uses state-of-the-art technology to offer a smooth and secure trading experience, with advanced analysis and charting tools. They provide users with educational



5resources, including webinars, tutorials, and market analysis, to help them make informed decisions. A dedicated customer support team is available to assist users with any questions or technical issues they may have. The platform complies with international regulations and employs robust security measures to protect clients' data and funds.

**SMART CAPITAL** allows investors and traders to operate in global financial markets from a single platform. It offers a wide range of financial instruments to diversify investment portfolios. The fee structure is clear and competitive, with no hidden charges, making it easy for users to understand the costs associated with trading. It includes stop loss and take profit orders, as well as the ability to trade with controlled leverage to manage risk.

The registration process on the platform requires users to provide basic personal information and verify their identity to comply with KYC (Know Your Customer) and AML (Anti-Money Laundering) regulations. Once the identity is verified, users can set up their account preferences. Deposited funds are held in segregated accounts to ensure the protection of clients' money. **SMART CAPITAL** offers multiple deposit methods, including bank transfers, credit/debit cards, and electronic payments.

**SMART CAPITAL** offers a platform accessible through web browsers and mobile applications, allowing users to trade from anywhere. The interface is intuitive and easy to use, with technical analysis tools, real-time charts, and market news access. Users can select from a wide range of assets, open positions specifying the volume of the operation and risk management orders, and use leverage options to increase market exposure.

**SMART CAPITAL** provides educational resources, including tutorials, webinars, and market analysis articles to help users improve their trading skills. A customer support team is available to assist users with any technical issues or inquiries.

**SMART CAPITAL** offers a variety of tradeable digital assets, including major cryptocurrencies such as Bitcoin, Ethereum, Ripple, and Litecoin; mid and low market capitalization cryptocurrencies like Cardano, Polkadot, Chainlink, Stellar, and Binance Coin; stablecoins like Tether and USD Coin; decentralized finance (DeFi) tokens like Uniswap, Aave, and Compound; and gaming tokens and NFTs like Axie Infinity, Decentraland, and The Sandbox. The availability of these assets may vary according to local regulation and **SMART CAPITAL**'s internal policy.

**SMART CAPITAL** does not guarantee returns or profits on any operation carried out through the platform. All financial operations carry significant risks and may result in losses exceeding the invested capital. Users should be aware of the risks associated with trading and act with due diligence. Users are advised to seek independent financial advice if they have doubts about the suitability of the investments offered by **SMART CAPITAL**.

**SMART CAPITAL** provides a series of advanced trading tools designed to enhance the trading experience and support users' investment decisions. These tools include an intuitive and multifunctional trading platform, risk management functionalities like stop loss and take profit, market analysis and trading signals, and an economic calendar. These tools are designed to



**SMART CAPITAL** is committed to transparency, security, and the protection of its clients. As a regulated broker, we comply with strict regulations set by recognized financial authorities. This regulation allows us to offer a safe and reliable trading environment, ensuring that our clients' funds are protected and that our operations are fair and transparent.

## 5.2. REGISTRATION AND SIGN-UP.

To start using **SMART CAPITAL**'s services, users must complete a registration process on our platform. This process is straightforward and ensures that all users comply with the necessary regulations to operate in a secure and regulated environment. Below are the steps to register on the **SMART CAPITAL** platform.

First, users must visit the official **SMART CAPITAL** website at [www.smartcapitalbroker.com](http://www.smartcapitalbroker.com). Once on the homepage, they should click on the "Register" option, which will take them to the sign-up form. In this form, users must provide the requested information, which includes basic personal data such as name, email address, and phone number.

Next, users must select the required service. **SMART CAPITAL** offers FOREX trading operations. The FOREX service allows users to trade freely according to their knowledge and personal strategies.

To unlock all levels of the platform and access all functionalities, users must complete the Know Your Customer (KYC) process. This process involves verifying the user's identity by uploading official documents such as a passport, driver's license, or other valid identification. This measure is essential to ensure security and compliance with anti-money laundering (AML) regulations.

Once the KYC is completed, users can deposit funds into their **SMART CAPITAL** account. The platform offers multiple deposit methods, including bank transfers, credit/debit cards, and electronic payments (e-wallets).

By following these steps, users will be able to register correctly and start using **SMART CAPITAL**'s services, enjoying a secure, efficient, and regulated trading and investment experience.

## 5.3. OBLIGATIONS OF MEANS BY SMART CAPITAL.

The obligations held by **SMART CAPITAL** that are enforceable shall be of means and not of result, unless otherwise specified in a subsequent contract. In these terms, Users, as well as Clients, or any other persons contractually bound to **SMART CAPITAL**, may not demand a specific result from **SMART CAPITAL**. Therefore, **SMART CAPITAL** will always be obligated to perform activities with the highest degree of diligence and to carry out activities aimed at meeting the needs of the individuals interacting with the services it provides.

## 5.4. VIOLATION OF THE SYSTEM OR DATABASES.

By using the Platform, Users agree that any action or use of devices, software, or any other means intended to interfere with the activities and operations of **SMART CAPITAL**, as well as its offers, descriptions, accounts, or databases, is prohibited and not allowed. Any intrusion, attempt, or activity that violates or contravenes intellectual property laws and/or the prohibitions stipulated in the contract will subject the responsible party to the pertinent legal actions, the penalties provided for by this agreement, and the obligation to compensate for any damages caused.

#### 5.5. PENALTIES FOR NON-COMPLIANCE WITH TERMS AND CONDITIONS.

**SMART CAPITAL** may impose penalties on Users of the Platform for non-compliance with the obligations set forth in the Terms and Conditions or for failing to meet legal obligations at any time during the contractual relationships between the Parties. The penalties that **SMART CAPITAL** may impose are: (i) temporary suspension of the Account; (ii) permanent suspension of the account; (iii) penalties that negatively impact the reputation of the Brand or Local; and (iv) temporary or permanent blocking of the User and the Account. **SMART CAPITAL** reserves the right to determine the appropriate penalty for non-compliance with the obligations of the terms and conditions. To establish the respective penalty for non-compliance, **SMART CAPITAL** will classify the incident as minor, serious, or very serious depending on the effects generated by the User's act or conduct. The penalties imposed by **SMART CAPITAL** will follow the following parameters:

- Actions that violate normative provisions of the Colombian legal system or any of the stipulations set forth in the Terms and Conditions.
- Actions that are contrary to commercial good faith and sound business practices.
- Actions that cause harm to other Users through fraudulent or deceitful conduct.
- If after registration or enrollment, **SMART CAPITAL** cannot verify the User's identity or if any information provided is incorrect or false.
- If the User is involved in any activity related to money laundering or terrorism financing or may become involved in such activities.
- Any other act that harms the rights or interests of Users or third parties.

In the event that a User is subject to penalties by **SMART CAPITAL** for the aforementioned behaviors, all requests made by the User, as well as any content generated by the User, may be deleted at **SMART CAPITAL**'s discretion, and the User will not be able to make claims or request compensation by accepting that their conduct is not allowed on the Platform.

#### 5.6. SYSTEM FAILURES.

**SMART CAPITAL** is not responsible for any damage, harm, or loss to the Users of the platform caused by system failures, server issues, or Internet problems. **SMART CAPITAL** will also not be held responsible for any viruses that may infect Users' equipment as a result of accessing, using, or reviewing the Platform or as a result of any data, file, image, text, or audio transfer contained within the Platform. Thus, Users cannot hold **SMART CAPITAL** liable or seek compensation for damages resulting from technical difficulties or system or internet failures.

## 5.7. DISCLAIMER OF LIABILITY FOR COMPUTER ATTACKS.

**SMART CAPITAL** will not be held responsible for exogenous computer attacks or for the due diligence in protecting against computer attacks.

## 5.8. CONTINUOUS IMPROVEMENT OR MAINTENANCE OF THE PLATFORM.

**SMART CAPITAL** states that during its improvement or maintenance activities of the Platform, it may interrupt access for Users. In these terms, the Platform may be unavailable, and in such cases, efforts will be made to restore it as quickly as possible without any liability on the part of **SMART CAPITAL**.

## OBLIGATIONS OF SMART CAPITAL.

**SMART CAPITAL** will provide the contracted services with full professional autonomy and independence, committing to fulfill the following obligations, without prejudice to any special obligations stipulated in these Terms and Conditions:

- Provide the services outlined in the Terms and Conditions under the best quality conditions, except for the existence of technical defects, computer attacks, maintenance for service improvement, force majeure, or fortuitous events.
- Provide sufficient information for Users to exercise their rights as set forth in the Terms and Conditions in a timely manner.
- Provide Users with the best security conditions for using the services provided through the Platform.
- Maintain the Platform in such a way that the services provided are of the best quality.
- Act in good faith in fulfilling the obligations outlined in this section or throughout the Terms and Conditions.
- Provide advice to Users regarding defects in the Platform.
- Notify Users of any modifications to the Terms and Conditions or regarding commission percentages in the commission section of the platform.
- Develop its activities without abusing its rights.
- Any other obligations expressly stated in the Terms and Conditions and in legal and constitutional provisions.

## OBLIGATIONS OF USERS

Users will receive the contracted services with full professional autonomy and independence, committing to fulfill the following obligations, without prejudice to any special obligations stipulated in these Terms and Conditions:

- Use the Platform for the purposes outlined in the Terms and Conditions.
- Provide truthful, authentic, and appropriate information for registration and enrollment on the Platform.
- Not impersonate identity.

- Protect access credentials to maintain confidentiality, which will be the user's sole responsibility.
- Not use third-party credentials.
- The User is responsible for all operations carried out with their account.
- Comply with all obligations set forth in these Terms and Conditions.
- Respect the intellectual property rights and copyrights held by SMART CAPITAL.
- Use the Platform under the assumptions set forth in the Law and jurisprudence related to commercial good faith, so that it is not used to commit fraud against the provisions set forth in the Terms and Conditions or against the provisions of the Colombian legal system.
- Be responsible for legal obligations regarding the execution of commercial service contracts, according to the terms of Article 1163 of the Commercial Code and related or concordant provisions.

### **RIGHTS OF SMART CAPITAL.**

By providing the activities referenced here, **SMART CAPITAL** acquires, in particular, the following rights:

- Right not to guarantee continuous and uninterrupted access and use of the Platform.
- Right to make modifications to the Terms and Conditions of the Platform.
- Right not to be responsible for damages, losses, or harm to the User caused by failures in the Platform, servers, or Internet, or any external computer issues.
- Right not to be responsible for any computer attack that may affect the User as a result of accessing, using, or examining the application or as a result of any data, file, image, text, or audio transfer contained therein.
- Reserves the right to accept or deny access requests to the Platform from Users for non-compliance with the Terms and Conditions.
- Right to store the information of Users enrolled or registered on the Platform.
- Reserves the right to impose penalties for the misuse of the Platform by Users.
- Reserves the right to cancel or suspend temporarily or permanently any account for the reasons outlined in the Terms and Conditions.
- Reserves the right to temporarily or indefinitely suspend operations at any time.
- Reserves the right to exercise any rights contained in the Terms and Conditions or that are connected or complementary, as well as any rights provided by Law, the Political Constitution, and jurisprudence.
- Record all telephone conversations, emails, or chat room communications with you, as well as any other form of communication, activities, or operations carried out between you and us, which records may serve as evidence in any proceedings related to the Agreement entered into with you, any order placed, or the executed operations. These records will be our exclusive property.

### **RIGHTS OF USERS**

- Reserves the right to make complaints, claims, suggestions, or requests through the mechanisms provided in the Terms and Conditions.

- Reserves the right to request the removal and exclusion of their confidential or sensitive data from **SMART CAPITAL**'s databases.
- Reserves the right to exercise any rights contained in the Terms and Conditions or that are connected or complementary, as well as any rights provided by Law, the Political Constitution, and jurisprudence.

## TERMINATION.

The relationship between the Parties referred to in these Terms and Conditions may be terminated for the causes determined by law, and specifically for the following:

- By mutual agreement between the Parties;
- Unilaterally by **SMART CAPITAL** at any time.
- For breach by one of the Parties of the obligations arising under these Terms and Conditions, which will entitle the other Party to terminate the relationship, without prejudice to any pertinent legal actions, and to what is established in the following sections;
- In the event that either Party is involved by competent authorities in any type of investigation for drug trafficking, terrorism, kidnapping, money laundering, financing terrorism, or administration of resources related to these activities, without limitation to these;
- In the event that either Party is included in lists for the control of money laundering and financing terrorism managed by any national or foreign authority, such as the list from the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the United Nations list, and other public lists related to money laundering and financing terrorism;
- In the event that either Party provides or has provided false or incomplete information or refuses to update the information required for the contractual relationship when the law so requires.

## AUTONOMY AND INDEPENDENCE

**SMART CAPITAL**, its employees, and collaborators will act on their own account, with complete autonomy and will not be subject to subordination by the Users. Their rights will be limited, according to the nature of the relationship between the Parties, to demanding compliance with the obligations of the Users and the payment of the value stipulated on the platform or any other consideration established through the Terms and Conditions or for the fulfillment of the legal purposes outlined herein. The individuals involved in the execution of the relationship between the Parties are employees and/or contractors exclusively of **SMART CAPITAL** and will not have any employment relationship with the Users.

## RELATIONSHIP BETWEEN THE PARTIES

These Terms are not intended to, and nothing included in them should be interpreted as creating a relationship of employment, employer/employee, partner, or associate between SMART CAPITAL and the Users. Neither Party will be authorized to represent or bind the other in any way, and each Party will be solely responsible for its own actions. Instead, the legal relationship developed under these Terms and Conditions will correspond to a typical commercial service contract under the specifications outlined here.

## RESPONSIBILITY

**SMART CAPITAL** will be solely responsible to third parties and to Users in cases where gross negligence or intent by SMART CAPITAL is demonstrated as the cause of the damage or event for which compensation is required. Its liability is limited exclusively to the obligations established in the Terms and Conditions or those typical of commercial service contracts. Users, by using the Platform, accept the limitation of liability assigned to **SMART CAPITAL**.

## CONFIRMATIONS, REPRESENTATIONS, AND WARRANTIES

The client or user confirms, represents, and warrants that:

They are over 18 years of age and have the capacity to enter into this Agreement;

They have the capacity to enter into a legally binding agreement with us, in accordance with the laws applicable to their jurisdiction.

They will have full and exclusive responsibility for complying with the Applicable Legislation in their jurisdiction, including, without limitation, restrictions on foreign exchange controls that may apply, and have obtained the necessary foreign exchange control authorization;

They have all necessary consents, as well as the authority to enter into this Agreement and/or use the Services;

When a legal entity, unincorporated association, trust, or personal company, it is validly constituted in accordance with the Applicable Legislation and has obtained all necessary consents and authorizations under its constitution or operating documents;

Unless otherwise agreed in writing, they are acting on their own behalf and not as an agent, attorney, trustee, or representative of a third party;

All information and documents provided are true, accurate, complete, and not misleading;

They are not an employee of a stock exchange, a company in which a stock exchange holds the majority of the capital, a member of a stock exchange, or a company listed on any stock exchange, nor a bank, trust, or insurer dealing in CFDs and/or underlying assets they own;

Our evaluation of their use of the Services is based on the information and documents they provide, and we may rely on the information and documents provided, without being liable for any loss or damage arising from its inaccuracy.

They will only access and use our Services for their own benefit;

Neither entering into this Agreement, using the Services, nor issuing any other instructions will violate any laws, regulations, or rules applicable to them;

All funds invested and used with the Services do not originate in any way from drug trafficking, kidnapping, terrorist activities, or any other illegal activity or activity that may be considered illegal by the relevant authority;

They have not uploaded or transmitted, nor will they upload or transmit, any malicious code to the platform, nor have they used or will use any electronic device, software, algorithm, or trading method or strategy intended to manipulate any aspect of the platform or Services; and

When using the Services provided under this Agreement, they will do so honestly, fairly, and in good faith.

### **FORCE MAJEURE**

Neither Party will be liable for breach of these Terms when caused by force majeure or fortuitous events. However, the existence of force majeure or fortuitous events will not exempt the affected Party from timely payment of amounts or fulfillment of obligations set forth in the Terms and Conditions prior to the occurrence of such events.

The affected Party will notify the other in writing within a period not exceeding ten (10) calendar days from knowledge of the occurrence of a force majeure or fortuitous event.

In the event that the effects of force majeure or fortuitous events persist for more than ten (10) calendar days from the notification of their existence, either Party may terminate the Commercial Relationship by written notice to the other Party. Such termination will take effect five (5) calendar days after notification and without the need for judicial resolution.

### **PERSONAL DATA PROTECTION**

The Parties agree that, in the event that, due to the provision of Services, **SMART CAPITAL** needs to collect Personal Data from individuals, the Parties agree that the Client will be the “Data Controller” of the Personal Data collected from individuals and of its Processing, and SMART CAPITAL will act as the “Data Processor” of such Personal Data in order to process it. For the purposes of this section, the terms “Personal Data,” “Data Controller,” “Data Processor,” and “Processing” will have the meanings defined by the Statutory Law on Personal Data Protection (Law 1581 of 2012) (hereinafter “Personal Data Law”), with the Parties assuming the obligations imposed by the Personal Data Law as “Data Controller” and “Data Processor,” as applicable.

Furthermore, any Personal Data collected from the Client or User, their partners, shareholders, staff, or employees by SMART CAPITAL will be processed in accordance with **SMART CAPITAL**’s Privacy Notice, which can be consulted at <https://smartcapitalbroker.com/política-de-proteccion-de-datos-personales>.

### **SARLAFT**



The Parties declare that their businesses and the resources used for the execution and payment of the contracted Services do not come from or will not be used for any illegal activity, money laundering, or terrorism financing. They also commit to providing all requested information to comply with provisions related to the prevention of money laundering and terrorism financing and declare that such information is truthful and verifiable. The Parties agree to undertake all activities to ensure that all their partners, employees, contractors, managers, clients, suppliers, and their resources are not related to or derived from illegal activities. In any case, if during the term of these Terms and Conditions the Parties or any of their partners, managers, clients, suppliers, contractors, or employees become involved in any type of investigation, such as criminal, administrative, or any other kind, related to illegal activities, money laundering, or terrorism financing, or are included in control lists such as those of the UN, OFAC, etc., either Party has the right to unilaterally terminate the relationship between the Parties.

## MODIFICATIONS

**SMART CAPITAL** may, at its sole and absolute discretion, change these Terms and Conditions without prior notice. However, such changes will only apply from the moment they are published on the Platform and will be effective from that moment.

Unless otherwise specified in these Terms of Use, all notices or modifications will be considered duly delivered from the moment of their publication on the Platform, or from the moment they are notified to the User, as applicable.

If the User has any questions regarding the Terms and Conditions, Privacy Policy, use of the Platform, or their Profile, they may contact **SMART CAPITAL** via email. Messages will be attended to as soon as possible. This channel will be the fastest response method, with other contact details being used solely for administrative purposes.

## GOOD FAITH EXEMPT FROM FAULT

**SMART CAPITAL** declares that in the contracting process, it complied with the obligations established by the regulations applicable to it related to the prevention and control of money laundering and terrorism financing risk, as well as with the internal procedures established in this area. Consequently, **SMART CAPITAL**, in the execution of this contract, acted with the utmost diligence required by the applicable regulations and its internal procedures related to this matter.

