Zenith Capital
Leading Smart Investments

Terms of Service

Our terms of fair usage and service

This Agreement is entered into by, and these Terms & Conditions (hereinafter referred to as the “Agreement”) shall regulate the relationship between ZenithCapitals (hereinafter referred to as the “Company”), and the user (a natural or legal entity) (hereinafter referred to as the “Client”) of ZenithCapitals (hereinafter referred to as the “Website”). The Client confirms that he/she has read, understood, and accepted all information, conditions, and terms set out on the Website, which are open to be reviewed and can be examined by the public, and which include important legal information.

By accepting this Agreement, the Client agrees and irrevocably accepts the terms and conditions contained in this Agreement, its annexes and/or appendices, as well as other documentation/information published on the Website, including, without limitation, to the Privacy Policy, Payment Policy, Withdrawal Policy, Code of Conduct, Order Execution Policy, and Anti-Money Laundering Policy.

The Client accepts this Agreement by registering an Account on the Website and depositing funds. By accepting the Agreement, and subject to the Company’s final approval, the Client enters into a legal and binding agreement with the Company. The terms of this Agreement shall be considered accepted unconditionally by the Client upon the Company’s receipt of an advance payment made by the Client. As soon as the Company receives the Client's advance payment, every operation made by the Client on the Trading Platform shall be subject to the terms of this Agreement and other documentation/information on the Website.

The Client hereby acknowledges that each and any operation, activity, transaction, order, and/or communication performed by him/her on the Trading Platform, including, without limitation, through the Account, and the Website, shall be governed by and/or must be executed in accordance with the terms and conditions of this Agreement and other documentation/information on the Website.

By accepting this current Agreement, the Client confirms that he/she is able to receive information, including amendments to the present Agreement, either via email or through the Website. A Client that is a legal entity can register with the Company not through the Website but by sending an email with its request to .

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Account – means a unique personified account registered in the name of the Client and which contains all of the Client's transactions/operations on the Trading Platform (as defined below) of the Company.

Ask – means the higher price in a quote, i.e., the price the Client may buy at.
Bid – means the lower price in a quote, i.e., the price the Client may sell at.
CFD (Contract for Difference) – means a tradeable contract entered into between the Client and the Company, who exchange the difference in the value of an Instrument, as specified on the Trading Platform at the time of opening a transaction, and the value of that Instrument at the contract's end.

Digital Option Contract – means a type of derivative instrument where the Client earns a payout if they correctly predict the price movement of the underlying asset at the time of the option's expiry. The prediction can be made as to whether the value of the underlying asset will fall above or below the strike price at the time of expiration. Should the option expire at the selected strike price, it will be considered to expire out of the money and will result in the loss of the invested amount.

Execution – means the execution of Client order(s) by the Company acting as the Client's counterparty as per the terms of the present Agreement.

Financial Instruments – means the financial instruments as per paragraph 2.4 below that are available on the Company's Trading Platform.

KYC Documents – means the documents to be provided by the Client, including, without limitation, a copy of the passport or ID and a utility bill of the Client, in case it is a natural person, and/or certificates showing the management and ownership going all the way up to the ultimate beneficial owner, in case it is a legal entity, and any other documents the Company may request at its sole discretion.

Market – means the market on which the financial instruments are subject to and/or traded on, whether this market is organized/regulared or not, and whether it is in St. Vincent and the Grenadines or abroad.

Market Maker – means a company that provides BID and ASK prices for financial instruments.

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Operations – means actions performed at the Client's Account, following an order placed by the Client, connected with, but not limited to, crediting of funds, return of funds, opening and closing of trade transactions/positions, and/or those that relate to financial instruments.

Prices – means the prices offered to the Client for each transaction, which may be changed without prior notice. Where this is relevant, the "Prices" given through the Trading Platform include the Spread (see definition below).

Services – means the services described in Section 3 of this Agreement.
Spread – means the difference between the purchase price Ask (rate) and the sale price Bid (rate) at the same moment. For the avoidance of doubt, a predefined spread is, for the purposes of this Agreement, assimilated commission.

Trading Platform – means an electronic system on the internet that consists of all programs and technology that present quotes in real time, allow the placement/modification/deletion of orders, and calculate all mutual obligations of the Client and the Company.

Subject Of The Agreement

The subject of the Agreement shall be the provision of Services to the Client by the Company under the Agreement and through the Trading Platform.

The Company shall carry out all transactions as provided in this Agreement on an execution-only basis, neither managing the account nor advising the Client.

The Company is entitled to execute transactions requested by the Client as provided in this Agreement, even if the transaction is not beneficial for the Client. The Company is under no obligation, unless otherwise agreed in this Agreement and/or other documentation/information on the Website, to monitor or advise the Client on the status of any transaction, to make margin calls, or to close out any of the Client's open positions. Unless otherwise specifically agreed, the Company is not obligated to attempt to execute the Client's order using quotes more favorable than those offered through the Trading Platform.

Market Maker – means a company that provides BID and ASK prices for financial instruments.

Operations – means actions performed at the Client's Account, following an order placed by the Client, connected with, but not limited to, crediting of funds, return of funds, opening and closing of trade transactions/positions, and/or those that relate to financial instruments.

Prices – means the prices offered to the Client for each transaction, which may be changed without prior notice. Where this is relevant, the "Prices" given through the Trading Platform include the Spread (see definition below).

Services – means the services described in Section 3 of this Agreement.
Spread – means the difference between the purchase price Ask (rate) and the sale price Bid (rate) at the same moment. For the avoidance of doubt, a predefined spread is, for the purposes of this Agreement, assimilated commission.

Trading Platform – means an electronic system on the internet that consists of all programs and technology that present quotes in real-time, allow the placement/modification/deletion of orders, and calculate all mutual obligations of the Client and the Company.

General Provisions

The Company will offer Services to the Client at the absolute discretion of the Company, subject to the provisions of this Agreement. The Client is prohibited and shall not, under any circumstances, be allowed to execute any transactions/operations on the Trading Platform, Website, and/or through his/her Account that would, as a result, exceed the total balance and/or amount of money deposited/maintained in his/her Account.

Such deposited amounts shall be considered to have been provided as collateral, either in the form of a lien or otherwise, to the Company by the Client, by which the obligation of the Client to pay any money to the Company is secured.

Prices – means the prices given through the Trading Platform, which include the Spread (see definition below).

Services – means the services described in Section 3 of this Agreement.
Spread – means the difference between the purchase price Ask (rate) and the sale price Bid (rate) at the same moment. For the avoidance of doubt, a predefined spread is, for the purposes of this Agreement, assimilated commission.

Trading Platform – means an electronic system on the internet that consists of all programs and technology that present quotes in real-time, allow the placement/modification/deletion of orders, and calculate all mutual obligations of the Client and the Company.

Services Of The Company

Services – The services provided by the Company to the Client through the Trading Platform include, but are not limited to, customer support, analytics, news, and marketing information services.

The Company shall facilitate the execution of trade activities, orders, and/or transactions of the Client. However, the Client acknowledges and accepts that the Company shall not, at any time, provide trust services, trading consultation, or advisory services.

The Company is under no obligation—unless otherwise stated in this Agreement or other official documentation on the Website—to monitor or advise the Client on the status of any transaction or order. The Company is also not required to issue margin calls or close out any of the Client’s open positions.

Unless specifically agreed upon, the Company is not obligated to process the Client’s order or transaction at more favorable quotes than those offered through the Trading Platform.

Cancellation and Buyout

The Client has the right to cancel an order within three (3) seconds after placing it on the Trading Platform (hereinafter referred to as the "Cancellation"). The Client acknowledges and understands that the three-second cancellation option is only available if the price remains unchanged.

After three seconds from the moment of placing an order, the Company may (but is not obligated to) offer to buy back the option from the Client. The Client has the right to accept this offer (hereinafter referred to as the "Buyout").

The Client is entitled to use the Cancellation or Buyout option under the conditions specified on the Trading Platform, which may include a fee charged by the Company. Such fees are disclosed on the platform. The Company is obligated to provide all necessary information regarding the conditions, costs, and terms of the Cancellation and Buyout options. The Client acknowledges and agrees that the provision of this information on the Trading Platform is sufficient.

The Client further acknowledges and agrees that using the Cancellation or Buyout option carries significant risk, as the cost of these options depends on market conditions. The Client assumes full responsibility for any risks associated with using the Cancellation or Buyout option.

Live Chat Feature

The Company provides an internal live chat feature where Clients can share trading ideas and general thoughts. However, the Client acknowledges and agrees that messages shared via the live chat feature do not constitute valid or accurate information, financial advice, or investment recommendations.

The Company does not control or verify the information exchanged within the live chat. Any opinions, reports, or news shared by the Company do not constitute investment advice or investment research unless explicitly stated in a separate written agreement between the Client and the Company, following an assessment of the Client's personal circumstances.

Unless such an agreement exists, any reports, news, or opinions provided by the Company are purely informational and should not be construed as investment advice.

Execution of Orders / Electronic Trading

By accepting this Agreement, the Client acknowledges that they have read and understood all provisions of this Agreement, as well as the related information available on the Website.

The Client further understands and accepts that all orders received shall be executed by the Company as the counterparty to the transaction in its capacity as a Market Maker. The Company shall act as a principal and not as an agent on the Client’s behalf in executing orders. The Client is informed that this model may give rise to Conflicts of Interest.

The Client acknowledges and accepts the following risks associated with electronic trading:

1. The risk of mistakes or misinterpretations in orders sent via the Trading Platform due to technical or mechanical failures.
2. The risk of delays or other technical issues affecting the execution of orders.
3. The risk that unauthorized persons may place orders using the Client’s Account.

The Client agrees to fully indemnify the Company for any loss incurred as a result of acting upon such orders.

During the reception and transmission of the Client's order, the Company shall bear no responsibility for:

- The content of the order.
- The identity of the person placing the order.

This exclusion of liability applies except in cases of gross negligence, willful default, or fraud by the Company.

The Client acknowledges that the Company will not act upon orders transmitted via electronic means other than the predetermined channels, such as the Trading Platform. The Company shall bear no liability towards the Client for failing to act on orders placed through unauthorized means.

The Client further acknowledges and agrees that any products or services offered by the Company may not always be available for purchase or trading. The availability of these products or services is at the Company’s sole discretion, and the Company reserves the right to make them unavailable at any time.

Forex Trading Signal Subscription Terms

1. **Subscription Requirement**

By engaging with our forex trading services, investors acknowledge and agree that access to our proprietary trading signals is subject to a subscription plan. Subscription options include:

- Weekly Subscription – Suitable for short-term traders.
- Monthly Subscription – Recommended for long-term traders.

The chosen subscription duration must align with the investor’s intended investment period.

2. **Subscription Fees & Revenue Model**

The subscription fees are the primary means through which ZenithCapitals generates revenue. Investors understand and accept that:

- Signal subscription fees are separate from any capital investment or trading account balance.
- Fees are non-refundable once access to trading signals has been granted.
- Failure to renew the subscription before expiration will result in immediate suspension of signal access.

3. **User Responsibility**

- Investors must ensure their subscription remains active to continue receiving trading signals.
- Any investment decisions made using our signals are at the sole discretion of the investor.

4. **Amendments & Modifications**

ZenithCapitals reserves the right to modify subscription fees, duration, or signal availability at its sole discretion. Any changes will be communicated in advance.
By subscribing to our forex trading signals, investors acknowledge that they have read, understood, and agreed to these terms.

Account Upgrade Policy

1. **Mandatory Account Upgrade**

Investors are required to upgrade their trading accounts when their accrued profits exceed the limits set by their current account plan. This upgrade ensures continued access to trading services and compliance with the company's structured investment tiers.

2. **Upgrade Fees**

Account upgrades are subject to a mandatory upgrade fee, which varies based on the new account tier selected. The specific upgrade fees will be detailed on the company's pricing or account management page.

3. **Temporary Account Suspension**

If an investor's profit surpasses the threshold of their current account plan, all trading activities—including open trades, new trade executions, withdrawals, and any other account-related transactions—will be temporarily suspended until the necessary upgrade is completed.

4. **Notification & Compliance**

Investors will receive an official notification via their registered email and account dashboard when an upgrade is required. Failure to upgrade within the stipulated timeframe may result in prolonged account suspension until compliance is met.

5. **Non-Refundable Fees**

All fees associated with the account upgrade process are non-refundable. Investors acknowledge that an upgrade is a necessary condition for continued trading and account functionality.

Limitation of Liability

The Company does not guarantee uninterrupted service, error-free operation, or protection from unauthorized access to its trading site servers. Additionally, the Company does not guarantee immunity from disruptions caused by damages, malfunctions, or failures in hardware, software, communications, or systems—whether in the Client's computers or those of the Company's suppliers.

The provision of services by the Company is dependent, inter alia, on third parties. As such, the Company bears no responsibility for any actions or omissions of third parties and shall not be held liable for any damage, loss, or expense incurred by the Client or any third party as a result of such actions or omissions.

The Company shall bear no responsibility for any alleged damage of any kind suffered by the Client due to force majeure events or any other circumstances beyond the Company's control that affect the accessibility of its trading platform. Under no circumstances shall the Company or its Agents be held liable for direct or indirect damages, even if they had been notified of the possibility of such damages.

Settlement of Transactions

The Company shall settle all transactions upon execution. The Client shall have access to an online statement of their account, which will be available for printing at all times via the Company's Trading Platform.

Indemnity and Liability

The Client shall indemnify and keep the Company, along with its directors, officers, employees, and representatives, indemnified against all direct or indirect liabilities—including, but not limited to, losses, damages, claims, costs, or expenses—incurred by the Company or any third party due to any act or omission by the Client in fulfilling their obligations under this Agreement. This indemnification also applies to any liquidation of the Client's financial instruments undertaken to settle claims with the Company, unless such liabilities arise from gross negligence, willful default, or fraud on the part of the Company.

This indemnity obligation shall survive the termination of this Agreement.
The Company shall not be liable for any direct or indirect loss, expense, cost, or liability incurred by the Client under this Agreement, unless such losses result directly from gross negligence, willful default, or fraud by the Company.

Notwithstanding the above, the Company shall not be held liable to the Client—whether in tort (including negligence), breach of statutory duty, or otherwise—for:

- Any loss of profit or opportunity.
- Any indirect or consequential loss arising from or in connection with this Agreement.
- Any decrease in the value of the Client's financial instruments, regardless of the cause, unless such loss is directly attributable to gross negligence, willful default, or fraud by the Company.

Furthermore, the Company shall not be liable for any loss resulting from:

- Misrepresentation of facts by any party.
- Errors in judgment or omissions in action.
- Acts or omissions by third parties, including counterparties, banks, custodians, or other financial institutions—including cases of insolvency of these entities.

Trading Tax Policy

In adherence to government regulations designed to combat money laundering, tax fraud, and financial crimes, the Company implements a mandatory trading tax on all profits earned through its platform. This measure ensures transparency and compliance with financial laws, protecting both the Company and its Clients from legal and regulatory risks.

Tax Rate and Calculation

The applicable trading tax is determined based on the Client's initial investment and is structured as follows:

- A tax rate of 10% to 37% shall be applied to the total profit generated by the Client.
- The specific percentage within this range is dependent on the amount initially invested by the Client.
- The tax is calculated based on net profits only, meaning no tax is applied to the initial capital or losses incurred.

Mandatory Pre-Payment of Trading Tax

As a regulated financial entity, the Company is not authorized to access, deduct, or tamper with Client funds, including profits generated from trading. Therefore, in compliance with regulatory requirements, Clients must settle the applicable trading tax before any transaction or withdrawal can be processed.

This pre-payment requirement is established to:

- Ensure compliance with anti-money laundering (AML) and tax laws.
- Prevent tax evasion and unauthorized financial activities.
- Maintain the Company's regulatory status, allowing it to continue providing financial services under legal supervision.

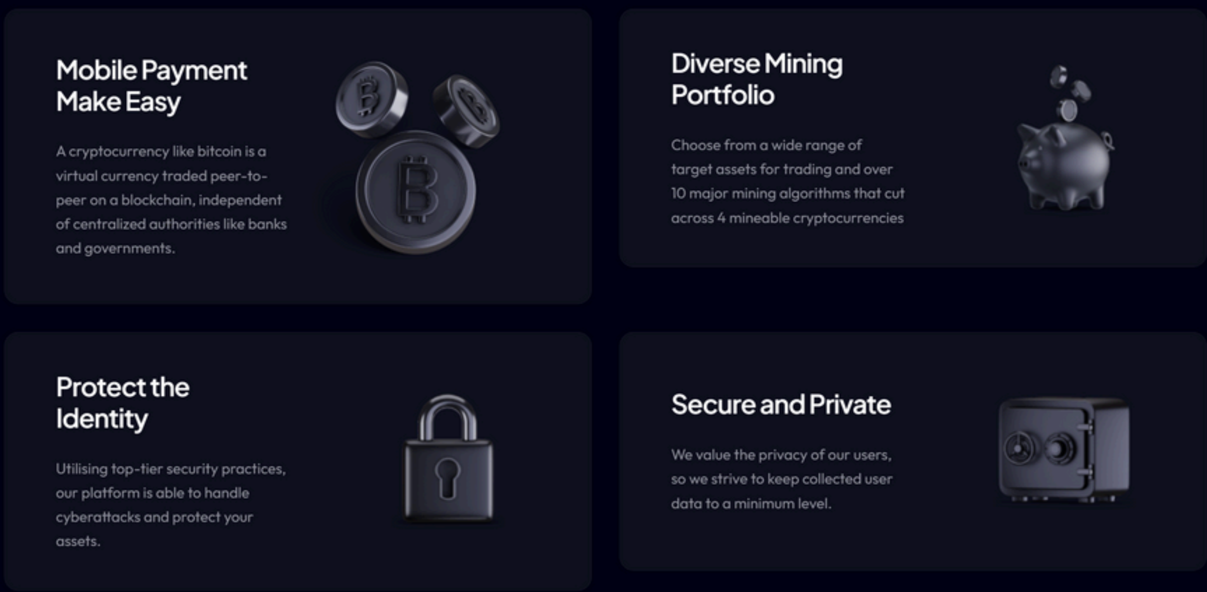
Payment and Compliance Requirements

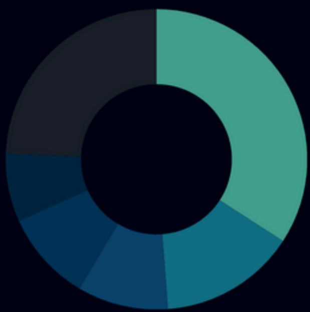
- The trading tax payment must be completed via the approved payment methods provided by the Company.
- Clients will receive a notification regarding the exact tax amount due before any withdrawal or transaction approval.
- Failure to remit the required tax payment may result in restrictions on account withdrawals or trading activities until full compliance is achieved.

Regulatory Compliance and Policy Updates

The Company operates under strict government oversight and is required to report all financial activities in line with existing legal frameworks. To maintain compliance, this policy may be updated periodically to reflect changes in local and international financial regulations. Clients will be informed of any modifications through official communication channels.

By using the Company's platform for trading activities, the Client expressly acknowledges and agrees to the terms outlined in this Trading Tax Policy and commits to full compliance with the regulatory requirements governing financial transactions.





Funding Allocation | Token Distribution

- Contingency: 70%
- Investor: 30%
- Legal & Regulation: 20%
- Business Development: 20%
- Poland: 15%
- Czech Republic: 50%

Ethereum is a decentralized, open-source blockchain with smart contract

1. Symbol: CIC
2. Initial Value : 1 ETH = 3177.38 CIC
3. Type : ERC20

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