

Terms and Conditions

I. Introduction

These Terms and Conditions govern your use of the services, website content, and information provided through this platform.

The website infrastructure and digital environment are operated and maintained by **Creative Financial Marketing Options (T/A DBA)**, a Delaware-registered entity with a registered virtual office at **6249 Greenwich Dr, Tampa, FL 33647, USA**. This entity holds no financial or advisory role beyond digital design and infrastructure.

The platform is promoted under the **brand and trade name “smartscalpfx”** and is editorially managed and operated by **The Funds Holding (T/A DBA)**, a legally registered marketing agency in Saint Lucia under the International Business Companies Act, Cap. 12.14. The Funds Holding is responsible for the creation and structuring of all website content, brand messaging, affiliate presentation, and, where applicable, marketing communications that may pertain to financial services. It does not engage in the handling of client funds, execution of trades, or provision of personalized financial services.

All financial product structures, technical solutions, and broker affiliate relationships referenced on the platform are owned and contractually managed by **smartscalpfx (T/A DBA)**, a non-resident International Business Company incorporated under the laws of the **Marshall Islands**, with its registered office at **1st Floor, D-Lab Village, Majuro Atoll MH96960, Republic of the Marshall Islands**. This entity does not directly offer brokerage services but operates a non-custodial infrastructure for copy trading technologies, passive financial signals, and data-driven tools within the legally permissible scope of its jurisdiction.

By accessing this website and using any part of the platform, including reviewing content or engaging with affiliate broker links, you acknowledge and agree to be bound by these Terms and Conditions, our **Privacy Policy**, and our **Risk Disclosure Statement**, and further confirm that your use of this platform is made voluntarily and at your own exclusive initiative in accordance with **MiFID II Article 42 (reverse solicitation)**.

If you do not agree with any part of these terms, you are advised to discontinue use of the website.

II. Scope of Services 1. Introduction

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2. Scope of Services (Multi-Layered Legal Compliance Statement)

The services provided on this website have been carefully structured to remain outside the scope of global licensing requirements. This multi-layered compliance approach is based on the following:

Layer 1: Non-Licensable Global Activity

- The platform only engages in **passive affiliate marketing**, the presentation of financial education, and public information on FX/CFD markets.
- According to the **FCA Handbook – PERG 2.7 & 8.1 (UK)**, such activity is not considered a licensable financial promotion as long as:
 - no personalized advice is provided,
 - no transaction is executed,
 - and no client relationship is created.
- The **BaFin (Germany)** position on signal trading confirms:

“Signalgeber geben lediglich Signale, also Kauf- oder Verkaufsempfehlungen ab. Sie führen aber keine Handelsentscheidungen für den Kunden durch. Damit ist Signaltrading grundsätzlich nicht erlaubnispflichtig.”

— [BaFin Source](#)

- Countries where retail FX trading is **prohibited** or where brokerage marketing is **banned by law** (e.g. North Korea, Iran, USA, Canada, Belgium, etc.) are already geo-blocked and not accepted as target markets.

Layer 2: Exempt Offshore Operations

- In **Saint Lucia**, The Funds Holding (T/A DBA) holds a **non-objection letter from the Financial Regulatory Services Authority (FRSA)**, allowing non-licensable marketing activity in the FX/CFD domain.
- Under the **IBC Act, Cap. 12.14**, the company may operate internationally as long as it does not accept funds or target Saint Lucian residents.
- In the **Marshall Islands**, smartscalpfx (T/A DBA) operates under the **Business Corporations Act, Section 5**, which restricts only insurance, banking, and trust services. FX and copy-trading operations for non-residents are legal and unrestricted.

Layer 3: Reverse Solicitation and Non-EU Targeting

- The website does **not target EU or UK residents**. Any interaction by such users falls under **MiFID II Article 42**:

“Where a third-country firm provides investment services at the exclusive initiative of the client, the provisions of this Directive shall not apply...”

- This interpretation is supported by the **ESMA Final Report (17 December 2024)** on MiFID II Reverse Solicitation.

- The **FCA Handbook (UK), PERG 8.12**, confirms that merely receiving a referral or passive visit from an EU/UK client does not constitute a regulated activity, as long as the service was not actively promoted within those jurisdictions.

This tiered structure ensures that none of the companies or content creators involved in this platform are subject to direct financial regulatory oversight or registration obligations, as all activities fall outside the legal definitions requiring such authorization under applicable laws.

III. Asset Management and Fund Management Technicalities a. Asset Management Activities:

3. Asset Management and Fund Management Technicalities

a. Asset Management Services

All references to asset or fund management on this platform are solely editorial or promotional in nature and do not indicate that the website or its operators manage financial assets. Any marketing or discussion of asset management is based on services contractually structured by **The Funds Holding (T/A DBA)**, a Saint Lucia-based entity that is not subject to investment licensing requirements as per the **non-objection confirmation by the FRSA** and the regulatory limitations defined in **Section 12 of the IBC Act, Cap. 12.14**.

Users interested in these services are advised to directly contact The Funds Holding and review its disclosures and legal disclaimers as provided under its operational framework.

b. Fund Management Technicalities

Technical fund-related elements, such as copy trading, signal distribution, or PAMM-type models, are developed and made accessible via platforms and integrations operated by **smartscalpfx (T/A DBA)** under Marshall Islands jurisdiction. Execution and custody of funds, however, remain exclusively under the responsibility of the respective brokerages such as:

- **Pacific Union Prime (PU Prime)**
- **StarTrader**

These brokers are independently licensed under Tier 1 or Tier 2 financial regulations (e.g., **FCA, ASIC, FSCA, FSA, FSC Mauritius**) and assume full control and responsibility for trade execution, fund management, and KYC obligations. Users are advised to consult the brokers' legal pages for terms and disclosures.

c. Third-Party Links and Service Responsibility

This website may link to external services and broker platforms. These third-party providers operate under their own jurisdictions and licenses. Neither **Creative Financial Marketing Options (T/A DBA)** nor **The Funds Holding (T/A DBA)** nor

smartscalpfx (T/A DBA) bear responsibility for the functionality, regulatory classification, or accuracy of third-party content. Interaction with external providers is entirely at the user's own initiative and risk.

d. Intellectual Property

All textual, visual, and structural content available on this website is protected under applicable international copyright law. Unless otherwise stated, intellectual property belongs to the operating entities. Any unauthorized reproduction, extraction, or re-use of content is strictly prohibited.

4. Confidentiality

a. Protection of Confidential Materials

All image or video material, screenshots, or information that depict internal systems, proprietary technologies, or performance metrics of the platform or associated software are strictly confidential. Such materials may not be distributed, shared, or made publicly accessible without prior written consent from **The Funds Holding (T/A DBA)** or **smartscalpfx (T/A DBA)**, depending on ownership of the respective asset.

b. Legal Recourse and Jurisdiction

Any breach of this confidentiality clause may result in legal action. Jurisdiction may lie, depending on the relationship of the parties involved, with:

- the courts of **Saint Lucia**,
- the **Republic of the Marshall Islands**,
- the **broker's licensed jurisdictions** (e.g., Seychelles or Mauritius), or
- the **user's country of residence** (if acting as the defendant).

The Funds Holding (T/A DBA) and **smartscalpfx (T/A DBA)** reserve the right to enforce this clause to the fullest extent of applicable law.

c. Compensation for Breach

Any unauthorized disclosure of protected materials shall trigger an agreed preliminary damage compensation of **€25,000**. This estimate reflects projected damages from reputational harm and loss of proprietary control. Additional damages may be pursued in cases of commercial exploitation or breach resulting in measurable economic loss.

d. Applicability Under International Law

This confidentiality clause shall remain enforceable irrespective of the existence of bilateral or multilateral international treaties between the countries involved. Nothing in an international agreement shall be construed to limit the right of enforcement or the claim to legal remedies.

5. Mutual Confidentiality Obligations

Both parties agree to maintain confidentiality over all knowledge obtained during collaboration. This includes, but is not limited to:

- the customer's business models, strategies, or contacts,
- operational workflows, templates, and insights provided by the platform or marketing team,
- pricing, financial structures, and internal tools.

Disclosure of such information is only permitted:

- to legal or tax professionals subject to statutory confidentiality obligations,
- or as explicitly required by law.

These obligations extend beyond the termination of any agreement, providing lasting protection against competitive misuse or unauthorized dissemination of confidential commercial knowledge.

6. Note on Copy Trading and Signal Trading

Although this website and its operators—including **Creative Financial Marketing Options (T/A DBA)**—act solely as information and marketing service providers, users are hereby informed that **The Funds Holding (T/A DBA)**, a legally registered international business company in Saint Lucia, may provide functionalities or content related to copy trading and signal trading.

These offerings allow users to follow, replicate, or otherwise engage with model trading strategies or signal providers on a discretionary basis. It is important to clarify that such functionalities:

- **do not constitute portfolio management** or investment advice,
- are **not actively managed on behalf of users**, and
- **do not involve the collection of funds** by The Funds Holding (T/A DBA).

Within the regulatory landscape of the **European Union**, comparable business models have been assessed by the **German Federal Financial Supervisory Authority (BaFin)** as not requiring a financial license when the provider:

- only transmits general trading signals,
- does not execute trades on the client's behalf, and
- does not provide tailored investment advice.

The following official references from BaFin support this interpretation:

- [BaFin on Advisory & Automated Trading Systems](#)

- [BaFin on Social Trading](#)

In addition, **MiFID II Article 42 (Directive 2014/65/EU)** and the **ESMA Final Report on Reverse Solicitation (17 December 2024)** confirm that services accessed exclusively on the client's initiative from outside the EEA are exempt from licensing obligations within the EU.

It is important to note that:

- The delivery, integration, and use of copy trading tools are conducted under the exclusive responsibility of **The Funds Holding (T/A DBA)**,
- All executions and custody-related actions are carried out solely by licensed third-party brokers (e.g., PU Prime, StarTrader),
- **Creative Financial Marketing Options (T/A DBA)** and this platform provide no investment advice and assume no liability for the operation, accuracy, or suitability of such services.

Users are strongly advised to consider their personal risk tolerance, financial knowledge, and independent responsibility when evaluating or using any signal-based or copy trading functionality.

7. Severability with Consideration of Priority

1. The Terms and Conditions outlined by **Creative Financial Marketing Options (T/A DBA)**, as the operator of this website, are not intended to override or take precedence over those of the licensed partner brokers (e.g., PU Prime, StarTrader). Users engage directly with broker platforms, deposit funds independently, and must accept and comply with each broker's respective Terms and Conditions.
2. If any provision of this agreement is deemed invalid or unenforceable by a competent legal authority, that provision shall be modified only to the extent necessary to render it valid and enforceable under applicable law, without altering the intent or function of the remaining clauses.
3. If such modification is not possible, the invalid or unenforceable provision shall be deemed severable from the remainder of this agreement to preserve the integrity and effect of all other provisions.
4. Both parties agree that the continued enforceability and functionality of the remaining agreement is of mutual interest, provided that no clause herein contradicts the binding regulatory or contractual obligations of the involved third-party brokers. In the event of a conflict, the broker's applicable terms shall take precedence within the context of their specific services.

8. Limitation of Liability (Haftungsbeschränkung)

Creative Financial Marketing Options (T/A DBA) is a Delaware-registered entity and operates in compliance with the legal framework applicable in the United States. Its activities are limited to digital infrastructure, content design, and passive marketing.

The Funds Holding (T/A DBA) is a Saint Lucia-registered International Business Company (IBC) acting as a marketing agency, and **smartscalpfx (T/A DBA)** is a non-resident business entity registered under the laws of the Marshall Islands.

Each of these entities operates as a legally distinct and independently registered offshore company under the corporate laws of its respective jurisdiction. As such, their liability is strictly limited to their business assets, and no personal liability extends to directors, shareholders, or contractors, except in cases of proven fraud or willful misconduct, and always within the limits of applicable law.

None of the entities involved assume liability for any damages arising directly or indirectly from:

- the use or inability to use the website or its content,
- reliance on any materials presented on this platform,
- or the performance of any third-party products or services accessible through affiliate links (e.g., regulated brokers such as PU Prime or StarTrader).

Users agree to interact with the platform and all linked third-party offerings at their own risk, and acknowledge that all financial decisions made are their sole responsibility.

8. Limitation of Liability (Haftungsbeschränkung)

Creative Financial Marketing Options (T/A DBA) is a Delaware-registered entity operating solely as a digital infrastructure and design provider. This entity is responsible only for the technical implementation and maintenance of the website and does not participate in any marketing, financial, or trading-related activity.

All passive affiliate marketing activities, including signal-based content and broker recommendations, are carried out exclusively by:

- **The Funds Holding (T/A DBA)**, a marketing agency legally incorporated in Saint Lucia under the International Business Companies Act (Cap. 12.14), and
- **smartscalpfx (T/A DBA)**, a non-resident International Business Company registered under the laws of the Marshall Islands.

Each of these entities operates as a legally distinct offshore company under the corporate laws of its respective jurisdiction. Accordingly, their liability is strictly limited to their own corporate assets, and no personal liability shall extend to

directors, shareholders, or affiliated personnel—except in cases of proven fraud or willful misconduct and always within the constraints of applicable law.

None of the entities involved assume liability for any damages arising directly or indirectly from:

- the use or inability to use the website or its content,
- reliance on any information presented on this platform,
- or the performance of any third-party products or services accessible through affiliate links (e.g., regulated brokers such as PU Prime or StarTrader).

Users agree to interact with the platform and all linked third-party offerings at their own risk, and acknowledge that all financial decisions made are their sole responsibility.

9. Comprehensive Liability Disclaimer

Non-Liability of Entities and Members

None of the entities involved in the operation or marketing of this platform—namely **Creative Financial Marketing Options (T/A DBA)** (Delaware, USA), **The Funds Holding (T/A DBA)** (Saint Lucia), and **smartscalpfx (T/A DBA)** (Marshall Islands)—act on behalf of one another or share liabilities beyond their respective jurisdictions. All companies operate as legally distinct entities under their respective offshore laws.

Shareholders, members, directors, and contractors of these companies are not personally liable for the activities of the entities unless proven guilty of fraud or gross misconduct under applicable laws.

Website Content Accuracy

While reasonable efforts are made to ensure content accuracy, no guarantees are offered concerning completeness, correctness, or currency. All content is for informational and marketing purposes only. Users accept full responsibility for relying on or using information found on this website.

Affiliate Activities and Copy Trading Services

Affiliate marketing, signal sharing, and educational content are operated by **The Funds Holding (T/A DBA)** and **smartscalpfx (T/A DBA)** under Saint Lucian and Marshall Islands corporate law. These services are not regulated financial services and are delivered within the scope of:

- the **FRSA non-objection confirmation** (Saint Lucia),
- the **Marshall Islands Business Corporations Act**, and
- exemptions under **MiFID II Article 42** and related FCA/BaFin interpretations of passive signal sharing and social trading.

The Funds Holding may promote or present copy trading or PAMM-like structures in cooperation with third-party brokers. However, users engage at their own initiative and must accept the brokers' terms directly.

Third-Party Broker Disclaimers

Any regulated services provided by brokers such as **PU Prime** or **StarTrader** fall solely under the regulation, responsibility, and licensing of those respective brokers. This website has no influence on their execution, policies, data handling, or compliance practices. Users are expected to review and accept broker-specific agreements independently.

No General Liability

None of the platform-operating entities accept liability for losses of any kind resulting from:

- use or misuse of website content,
- affiliate relationships or third-party product access,
- misinterpretation of marketing, signal, or trading-related materials.

This includes, but is not limited to, incidental, consequential, indirect, or punitive damages.

Governing Law

Any disputes arising from the use of this website, or its legal disclaimers, shall be governed by the laws of the jurisdiction of the defendant, unless overridden by mandatory jurisdictional rules.

Indemnification Clause

Users agree to indemnify and hold harmless the website operator and its associated entities from any third-party claims, losses, or liabilities (including legal fees) resulting from misuse, violation of these terms, or unlawful activity arising from their interaction with this platform.

10. No-Compensation Clause

Non-Compensation for Losses or Damages

None of the platform-operating entities—including **Creative Financial Marketing Options (T/A DBA)** (Delaware, USA), **The Funds Holding (T/A DBA)** (Saint Lucia), and **smartscalpfx (T/A DBA)** (Marshall Islands)—offer or imply any obligation to compensate users or third parties for losses, damages, costs, or expenses resulting from:

1. The use of, or reliance on, any information, tools, services, or content offered through this website, including but not limited to those involving asset management, copy trading, or broker promotions managed by The Funds Holding or any referenced third-party broker.

2. Technical failures, interruptions, delays, or unavailability of services provided via this website or through linked external platforms.
3. Any decisions or trading activity undertaken by users based on content from this platform or from entities referenced herein.

This no-compensation policy applies regardless of the nature of the damages (direct, indirect, incidental, or consequential) and even in cases where the entities have been advised of the possibility of such damages.

Users agree that they assume full personal and financial responsibility for all actions taken in connection with the use of this website and its affiliate links. Independent due diligence and consultation with a qualified advisor are strongly recommended before engaging in any investment or trading activity.

These limitations of liability and the no-compensation framework constitute a core part of the contractual relationship between the user and the platform-operating entities. Without these protections, the services provided on this platform would not be made available.

Governing Law

This clause, and all related Terms and Conditions, shall be governed by the laws of the **jurisdiction of the defendant**, unless mandatory legal provisions dictate otherwise.

11. Modification of the T&Cs and Further Provisions

1) Updating the T&Cs:

The platform-operating entities reserve the right to update these Terms and Conditions at any time in order to reflect changes in service structure, legal or regulatory developments, or operational requirements. The latest version will always be published and accessible via the official website. Users are responsible for reviewing these Terms periodically. Where feasible and legally required, material changes will be actively communicated to users.

2) Notification of Changes:

Users wishing to be notified directly of future amendments to these Terms may send a request to **terms@smartscalpfx.com**. To receive such notifications, users must ensure their contact details remain current.

3) Accessibility of T&Cs:

These Terms and Conditions are permanently accessible via a clearly marked footer link on every page of the website to ensure consistent transparency.

4) Consent and Right of Termination:

Continued use of the website after any change to the Terms shall constitute binding acceptance of the updated conditions. Users who do not agree with future changes may

terminate their use of the service and any related contractual relationship within **45 days** of the effective date of the amendment.

5) Third-Party Providers and Privacy Policy:

Where the website links to third-party service providers—particularly affiliated brokers—their respective **privacy policies and terms of service** apply. By using their platforms, users agree to terms directly between themselves and the external provider. This platform disclaims all liability in relation to the data protection practices or content of third-party providers.

6) Clarification of Ambiguities:

In case of questions or uncertainties regarding any provision of these Terms and Conditions, users are encouraged to contact the compliance team prior to using the service. Clarifications will be made with the intent of fostering transparency and fair communication.

7) Feedback on the T&Cs:

We strive to keep our Terms clear, fair, and legally sound. If contradictions or unclear clauses are identified, users are requested to notify us promptly. This helps us to improve and adapt the document where necessary.

Governing Law and Jurisdiction

These Terms and Conditions shall be interpreted in accordance with the laws of the **jurisdiction of the defendant**. Any legal disputes arising in connection with these Terms shall fall under the **exclusive jurisdiction of the competent courts** in the defendant's legal territory.

12. Force Majeure

1) Definition and Liability Exclusion:

None of the platform-operating entities—**Creative Financial Marketing Options (T/A DBA)**, **The Funds Holding (T/A DBA)**, or **smartscalpfx (T/A DBA)**—shall be held liable for any delay, failure, or disruption in the performance of obligations if such failure is the result of Force Majeure. "Force Majeure" refers to any circumstance beyond the reasonable control of the company, including but not limited to:

- Natural disasters (e.g., earthquakes, floods, hurricanes, fires, droughts);
- Acts of war, armed conflict, terrorism, embargoes, sanctions, or states of emergency;
- Acts of God;
- Epidemics, pandemics, or outbreaks of disease;
- Nuclear accidents or radioactive contamination;

- Labour disputes, strikes, industrial actions, or boycotts;
- Economic turmoil, recessions, high market volatility, or disruptive macroeconomic events;
- Failures in the banking sector, broker insolvencies, or financial system instability;
- Regulatory or legal restrictions, government intervention, or emergency legislation;
- Internet or telecommunication outages, power disruptions, or technical failures;
- Verified or undiagnosed illnesses of key personnel that significantly impair operations.

2) Managing Force Majeure:

If operations are impacted by a Force Majeure event, the affected entity will inform users as soon as reasonably practicable. All reasonable measures will be taken to resume normal obligations promptly. However, no entity shall be obligated to compensate for any direct or indirect loss or damage resulting from Force Majeure circumstances.

13. No Waiver

The failure of any of the operating entities—**Creative Financial Marketing Options (T/A DBA)**, **The Funds Holding (T/A DBA)**, or **smartscalpfx (T/A DBA)**—to exercise, enforce, or insist on strict compliance with any right or provision outlined in these Terms and Conditions shall not be interpreted as a waiver of such right or provision, nor shall it be construed to mean that the same right or provision may not be enforced at a later date.

Any waiver, consent, or accommodation related to a breach or failure to comply with these Terms shall only be valid if made explicitly in writing and signed by a duly authorized representative of the affected company. Such waiver shall apply only to the specific instance for which it is granted and shall not imply a broader or ongoing tolerance of similar breaches or non-compliance.

Users should not assume that the absence of immediate legal enforcement constitutes acceptance, permission, or forfeiture of rights. Even if leniency or delay is shown in enforcing a provision, this shall not affect the right of the relevant entity to enforce that provision or any other provision at any time in the future.

This clause applies equally across all jurisdictions in which the entities operate and shall remain valid irrespective of national variations in the recognition of waiver-related doctrines in contract law.

14. Transferability

The customer acknowledges and agrees that, should a court or regulator determine that **Creative Financial Marketing Options (T/A DBA)**, **The Funds Holding (T/A DBA)**, or

smartscalpfx (T/A DBA)—or any entity later involved in the delivery or marketing of these services—requires its own dedicated Terms and Conditions, the obligations and rights described herein shall not automatically transfer but shall instead remain bound to the originally identified operational entities unless otherwise required by law.

Each of the above entities reserves the right to transfer, assign, or delegate all or part of their rights and obligations under these Terms and Conditions to a third party, affiliate, or successor entity if deemed reasonably necessary for strategic, operational, or legal reasons. Any such transfer shall not adversely affect the customer's substantive rights or ability to access services.

The customer shall be informed of any material changes involving such transfers in accordance with the communication and update provisions laid out in Section 11 (Modification of the T&Cs). Continued use of the services following such transfer constitutes acknowledgment and agreement to the assignment of rights and obligations.

15. Severability Clause

Should any provision of these Terms and Conditions be determined to be wholly or partially invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of any other remaining provisions. Instead, the invalid or unenforceable provision shall be replaced with a valid and enforceable provision that most closely reflects the original intention and economic purpose of the invalid clause.

The parties agree to negotiate in good faith to replace any such invalid or unenforceable provision with a legally valid substitute that fulfills, to the maximum extent permissible, the original commercial intent of the clause in question.

This principle also applies to any unintended regulatory gaps that may arise. Any adjustment or replacement shall aim to preserve the overarching goals and structural integrity of these Terms and Conditions.

16. Applicable Law and Limited Liability

a) Governing Law:

These Terms and Conditions and any disputes related to the services, infrastructure, hosting, or content maintenance provided by the platform-operating entities shall be governed and construed in accordance with the laws of the **jurisdiction of the defendant**, unless otherwise mandated by applicable conflict of law rules.

b) Limited Liability for Content:

Liability for informational content rests solely with the entity responsible for its creation and publication. **Creative Financial Marketing Options (T/A DBA)** limits its liability

strictly to infrastructure and design-related content. The responsibility for financial content, marketing texts, and product recommendations lies with **The Funds Holding (T/A DBA)** and **smartscalpfx (T/A DBA)**, as outlined in prior clauses.

c) Content from Third Parties:

External or third-party content that may appear on this platform—whether through affiliate broker feeds, embedded tools, or informational widgets—remains the responsibility of the respective third-party providers. Users are advised to carefully review the terms and policies of any third-party service before engaging with it. No entity operating this platform assumes responsibility for the legality, accuracy, or reliability of third-party content.

d) Agreement to Terms:

By accessing and using this platform, users expressly accept these Terms and Conditions, including the limitations of liability and applicable governing law. Any legal claims against the platform operators shall be strictly limited to the scope of their direct operational responsibilities and cannot be extended to third-party content or services beyond their control.

17. Intellectual Property, Usage, and Exploitation Rights

a) Ownership of Existing Intellectual Property:

All pre-existing industrial property rights, copyrights, trademarks, design rights, utility model rights, proprietary concepts, and undisclosed know-how shall remain the sole and exclusive property of the respective party. Unless otherwise agreed in writing, each party retains full usage and exploitation rights to their pre-existing intellectual property.

b) Work Results:

All work results created by the client—whether independently or jointly with any involved service provider—in connection with the platform's operation or related services, including drafts, notes, code, formulas, designs, graphics, branding, and confidential strategies ("Work Results"), shall be deemed the intellectual property of the client.

c) Disclosure of Protectable Work Results:

The client agrees to promptly disclose all protectable Work Results to **The Funds Holding (T/A DBA)** and/or **smartscalpfx (T/A DBA)** where relevant, for the purpose of securing intellectual property rights, platform compliance, and operational integrity.

d) Usage for Other Purposes:

No cooperation partner or affiliated contributor may use, reproduce, distribute, or adapt Work Results for purposes unrelated to the agreed service scope without the prior written consent of the client.

e) Copyright and Rights Waiver:

To the extent that Work Results produced by contributors or cooperation partners are copyrightable, such parties hereby waive—where legally permissible—any personal

claims related to said Work Results. The client receives an irrevocable, perpetual, global, unrestricted, and transferable license to use, adapt, reproduce, publish, and exploit all such results across all media formats, including those yet to be developed. This includes rights to sublicense or transfer usage to third parties or successors without additional consent.

f) Support in Acquiring Protection Rights:

Contributors agree to fully support the client's efforts to register, assert, or defend intellectual property rights, including signing relevant declarations or filings, both during the agreement and after its termination.

g) Compensation for the Transfer of Rights:

All compensation owed for the transfer and waiver of intellectual property rights is considered settled by the general remuneration agreed upon for the service relationship. Unless otherwise mandated by applicable law, no further claims for remuneration or adjustment shall arise.

18. Succession Provisions

Both **Creative Financial Marketing Options (T/A DBA)**, **The Funds Holding (T/A DBA)**, and **smartscalpfx (T/A DBA)**, as well as the client, are entitled to convert, restructure, or transfer their business operations into other legal forms, such as through the formation of successor companies or entities.

In the event of such a transformation, the parties agree that the contractual obligations set forth in these Terms and Conditions shall automatically transfer to the newly formed or designated successor entity, and shall continue in full force and effect under the same terms, unless explicitly renegotiated.

If such a transfer is deemed impermissible in specific instances due to legal restrictions (e.g., contracts to the detriment of third parties), the parties commit to immediately conclude a new agreement with the successor entity that mirrors these Terms and Conditions as closely as legally possible.

Should a succession occur within the first twelve (12) months of the initial contract term, the elapsed duration of the original agreement shall be fully credited toward the minimum duration of any replacement or successor contract formed as a result of the transition.

19. Entire Agreement

These Terms and Conditions constitute the complete and exclusive agreement between the client and the platform-operating entities—**Creative Financial Marketing Options (T/A DBA)**, **The Funds Holding (T/A DBA)**, and **smartscalpfx (T/A DBA)**—superseding any and all prior written or oral agreements, discussions, promises, negotiations, or representations relating to the subject matter herein.

The client acknowledges that they have not relied on any prior statements, assurances, or commitments that are not explicitly included in these Terms and Conditions. No oral collateral agreements exist. Any modification, amendment, or supplementation of these Terms shall only be valid if made in writing and duly confirmed by an authorized representative of the relevant entity.

By using the services and content provided by the aforementioned entities, the client automatically consents to the applicability of these Terms and Conditions in their current and valid form.

20. Risk Warning and User Responsibility

Trading financial instruments such as Contracts for Difference (CFDs), margin-based derivatives, and algorithmic copy trading strategies—particularly those provided by third-party regulated brokers referenced on this platform—entails a high degree of risk. These financial instruments are highly volatile, speculative in nature, and may not be suitable for all investors. Users must be aware that:

- **Leverage can magnify losses as well as gains.** A small market movement can lead to a disproportionately large impact on your capital.
- **CFDs are complex instruments** and come with a high risk of losing money rapidly due to market volatility, liquidity gaps, gapping, and slippage.
- **Copy trading and signal-based systems do not eliminate risk.** Following another trader's strategy—whether manual or algorithmic—does not guarantee profits and could lead to significant losses.
- **Past performance of any trader, signal, or strategy is not a reliable indicator of future results.**

Users should only trade with funds they can afford to lose and are strongly encouraged to seek independent financial advice before participating in CFD or margin-based trading.

This platform does not operate as a financial services provider and does not offer investment advice or asset management. All services are rendered in full compliance with:

- Offshore legislation applicable to the platform-operating entities (Saint Lucia / Marshall Islands),
- **MiFID II Article 42 (Directive 2014/65/EU):** Services rendered on the sole initiative of the client are exempt from licensing obligations within the EU,
- ESMA's Final Report on Reverse Solicitation (17 December 2024), which reinforces that unsolicited access by users from restricted regions does not trigger EU licensing requirements.

The user acknowledges and accepts that they are fully responsible for all decisions made and risks assumed when accessing or using any tools, content, or links to third-party brokers provided through this platform. Neither the platform operators nor their marketing agents can be held liable for individual losses, whether direct or indirect, resulting from participation in trading activities.

21. Events of Default and Termination

The platform-operating entities—**Creative Financial Marketing Options (T/A DBA)**, **The Funds Holding (T/A DBA)**, and **smartscalpfx (T/A DBA)**—reserve the right to suspend or permanently terminate access to any services or platform components if a user is found to have breached any of the terms or engaged in behavior that jeopardizes the legal, reputational, or technical integrity of the platform. Events of default or cause for termination include, but are not limited to:

- **Provision of false or misleading information** during onboarding, communications, or identity verification processes;
- **Use of the platform for illegal purposes**, including fraud, market manipulation, or unauthorized third-party trading;
- **Engagement in abusive behavior** (e.g., verbal threats, harassment) toward platform staff, brokers, or fellow users;
- **Violation of regional restrictions**, including attempted use of services from jurisdictions explicitly banned (e.g., United States, Iran, North Korea);
- **Refusal to cooperate** with compliance, KYC, or AML processes initiated by any linked or affiliated broker;
- **Regulatory inquiry or enforcement action** naming the user or associated parties;
- **Attempt to exploit platform vulnerabilities or reverse-engineer proprietary systems or marketing structures.**

In the event of termination for cause, the user shall lose access to all affiliated services, and any existing rights to use promotional or access-based services will be revoked with immediate effect. The platform assumes no liability for any loss of opportunity, revenue, or other financial impact resulting from termination.

Termination may occur without prior notice if deemed necessary to preserve legal compliance or system security. However, where possible, the platform will provide notice and allow the user to respond within a reasonable timeframe before enforcing full suspension.

Users agree that breach of these provisions may also result in the reporting of their activities to the appropriate financial, regulatory, or governmental authority in accordance with applicable laws.

22. AML, KYC & Source of Funds Declaration

All users agree to comply with applicable international standards regarding Anti-Money Laundering (AML) and Know Your Customer (KYC) obligations. These responsibilities apply not only to direct engagement with the platform but also to all transactions and interactions involving third-party brokers promoted or linked herein. The following provisions apply:

- **Identity Verification:** Users must undergo KYC verification upon request from any affiliated broker or financial services provider. This may include submitting government-issued ID, proof of address, source of funds, and other relevant documentation.
- **Source of Funds:** Deposits made to any broker platform must originate from accounts registered in the same name as the user. Third-party funding is strictly prohibited. The user declares that all funds used are from lawful sources and not associated with criminal activity or sanction breaches.
- **Compliance Cooperation:** Users agree to cooperate fully and without undue delay with any AML-related inquiry, documentation request, or transaction review conducted by regulated partners. Non-cooperation may lead to service restrictions or permanent suspension.
- **Suspicious Activity Monitoring:** Any behavior that indicates money laundering, fraud, or sanction evasion—including frequent high-volume transfers, use of anonymizing tools, or access from high-risk jurisdictions—may be reported to the relevant financial intelligence units (FIUs).
- **Sanctions Compliance:** Users are prohibited from engaging with the platform if they are identified on sanctions lists (e.g., OFAC, UN, EU, UK) or reside in jurisdictions under comprehensive financial sanctions.

The platform operators reserve the right to deny service or restrict access to ensure full compliance with applicable financial crime prevention laws, even in cases where local regulation does not explicitly require such measures. These practices align with FATF Recommendations and the compliance standards of partner jurisdictions.

23. Regional Restrictions and Market Access

The services offered via this platform and through its affiliated brokers are not available to individuals or entities located in jurisdictions where the offering, marketing, or distribution of CFD and leveraged trading services is restricted or prohibited by law.

These restrictions serve to ensure compliance with international regulatory standards and mitigate legal and reputational risk.

Access to the platform is **explicitly restricted** for users located in or associated with the following countries or regions:

- United States of America
- Canada
- North Korea
- Iran
- Cuba
- Syria
- Afghanistan
- Crimea Region
- Myanmar (Burma)
- Belarus
- Democratic Republic of the Congo

The above list is non-exhaustive and may be amended at any time based on regulatory developments or compliance risk assessments. The platform also adheres to jurisdictional limitations imposed by its affiliate partners, including brokers regulated under the FCA, CySEC, ASIC, FSA, FSC, and similar authorities.

Users located in the European Economic Area (EEA) or the United Kingdom acknowledge that their access is granted solely under the reverse solicitation exemption pursuant to **MiFID II Article 42** and **ESMA's Final Report on Reverse Solicitation (17 December 2024)**. No marketing, targeting, or personalized promotion is performed toward residents of those jurisdictions.

By using this website, users confirm that they are not a resident of a restricted jurisdiction and are solely responsible for determining whether use of the platform violates any applicable laws or regulatory restrictions in their country of residence.