

## AI TRADING ASSISTANT – TERMS AND CONDITIONS OF USE

### 1. General Provisions

These Terms and Conditions (“Terms”) govern the use of the AI Trading Assistant (“Assistant”) made available by SimpleFX (“Platform”).

The Assistant may be accessed via the Platform interface as well as through APIs, integrations, or third-party tools (including external AI agents and MCP/API connections).

By accessing or using the Assistant through any channel, the user (“Client”) agrees to be bound by these Terms.

### 2. Nature of the Service

The Assistant does not provide financial, investment, legal, or tax advice.

Any content, including trade ideas, market commentary, or analysis:

- is for informational and educational purposes only,
- does not constitute a recommendation or advice,
- should not be relied upon as the sole basis for any investment decision.

Although the Assistant may access certain account-related data (including open positions, balances, or pending orders), it does not assess the Client’s overall financial situation, objectives, or risk tolerance.

All trading decisions are made independently and at the sole discretion of the Client.

### 3. Execution and Trade Proposals

Within the Platform user interface, the Assistant presents trade-related actions as proposals requiring explicit confirmation by the Client.

Confirmation of a trade proposal is effected by the Client submitting an affirmative response via text message or voice message through the Platform interface. The Client acknowledges that submitting such confirmation constitutes a binding instruction to execute the proposed trade.

A log of each confirmation, including the channel used (text or voice), timestamp, and associated trade parameters, is retained by the Platform for compliance and dispute resolution purposes.

Trade proposals will be invalidated when:

- the Client submits a new message,
- the Client switches accounts,
- the session ends,
- the proposal expires due to the passage of time or a material change in market conditions.

For API, MCP, or third-party integrations, certain functionalities may allow programmatic trade execution depending on configuration and permissions granted by the Client.

The Client is solely responsible for any actions executed via such integrations, including actions performed by external AI agents or software connected to their account.

### 3.1 Voice and Speech Input Disclaimer

The Platform supports voice and speech-based input for interaction with the Assistant, including the submission of trade confirmations. The Client acknowledges and agrees that:

- Voice recognition and speech-to-text technologies are subject to inherent limitations, including but not limited to errors arising from accent, dialect, ambient noise, unclear pronunciation, imprecise phrasing, or technical malfunction.
- The Platform does not guarantee the accurate interpretation of any voice command or voice-based confirmation.
- It is the Client's sole responsibility to verify, prior to confirming any trade action, that the Assistant has correctly understood and reflected the intended instruction.
- The Platform bears no liability whatsoever for errors in trade execution arising from misrecognised, misinterpreted, ambiguous, incomplete, or technically degraded voice input.
- Where a voice confirmation is ambiguous or unclear, the Platform may request the Client to re-confirm by text or repeat the voice instruction. The Client should not assume that any voice input has been accepted unless the Platform explicitly acknowledges the confirmed action.

The Client is strongly advised to review all trade parameters as displayed by the Assistant before providing any confirmation, regardless of the input method used.

## 4. User Responsibility and Independent Decision-Making

The Client acknowledges and agrees that:

- all trading decisions are entirely autonomous,
- the Assistant is only a support tool,
- the Client bears full responsibility for evaluating risks and suitability.

The Client agrees to:

- independently verify all information,
- conduct independent research and due diligence,
- confirm all trade parameters before execution.

## 5. Accuracy, Delays, and Technical Limitations

The Assistant may:

- operate with delays,
- rely on third-party or delayed data,
- provide incomplete or inaccurate information.

The Platform does not guarantee:

- real-time accuracy,
- correctness of outputs,
- uninterrupted availability.

The Client must always verify all trade details before confirming any action.

## 5A. Execution Quality, Slippage, and Market Conditions

The Client acknowledges that the execution price of any order may differ from the price displayed at the time a trade proposal is presented by the Assistant. Such differences may arise due to, but are not limited to:

- market price movements occurring between proposal generation and order execution,
- liquidity constraints or partial order fills,
- network latency or technical delays,
- spread widening or gap events.

The Platform shall bear no liability for any losses, costs, or missed opportunities resulting from execution at a price different from that indicated in the Assistant's proposal. The Client is solely responsible for assessing whether prevailing market conditions are acceptable prior to confirming any trade action.

## 6. Liability

To the maximum extent permitted by applicable law, the AI Assistant provider shall not be liable for:

- any losses (direct or indirect),
- loss of profits,
- missed opportunities,
- damages resulting from reliance on Assistant outputs,
- actions performed via API/MCP or third-party integrations,
- errors arising from voice or speech input as described in Section 3A,
- execution at prices differing from those presented at the time of proposal, as described in Section 5A.

Use of the Assistant is entirely at the Client's own risk.

## 7. Risk Warnings and Performance Disclaimers

The Platform does not guarantee profits or performance.

AI-generated outputs may be incorrect or misleading depending on the command submitted by the Client.

Past or simulated performance is not indicative of future results.

Trading involves significant risk, including possible loss of all capital.

Model behaviour may change over time, impacting reliability.

The Client must independently verify all information.

## 8. Data Processing and AI Systems

Client inputs and trading context may be processed by internal systems and third-party AI providers.

Data may include messages, account context, and interaction metadata.

Conversations may be stored for quality assurance, compliance, and service improvement.

Details are governed by the Platform's Privacy Policy.

## 9. Content Safety and System Controls

The Platform may apply content filtering, moderation, or safety mechanisms.

Responses may be blocked, modified, or limited at the Platform's discretion.

## 10. Usage Limits and Restrictions

The Platform may impose limits including:

- rate limiting,
- message limits,
- feature restrictions based on account status.

Access may be temporarily restricted or suspended.

## 11. Disclaimer Acceptance

Use of the Assistant constitutes acceptance of these Terms.

Where required, the Platform may request explicit acceptance prior to enabling certain functionalities.

## 12. Modifications and Availability

The Platform may modify, suspend, or discontinue the Assistant at any time.

Terms may be updated periodically.

Continued use constitutes acceptance of updated Terms.

## 13. Final Provisions

These Terms supplement the Client Agreement applicable to the Client's account.

In case of conflict, the Client Agreement prevails.

Where any matter relating to the use of the Assistant is not expressly addressed by these Terms, the provisions of the Client Agreement shall apply. In the absence of a relevant provision in the Client Agreement, applicable law shall govern.