Opheleo.

Customer Service Agreement

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CUSTOMER SERVICE AGREEMENT

In accordance with applicable provisions/clauses of the Civil Code, this Customer Service Agreement (hereinafter referred to as "**Agreement**") is made between:

of the one hand: Opheleo Holdings (Pty) Ltd (www.opheleo.com), a provider of forex trading account opening service (hereinafter referred to as "**Service Provider**"); and

of the other hand: an individual who desires to participate in forex trading and reviewed and accepted the terms of this Agreement (hereinafter referred to as "**Customer**") (collectively "Parties").

The Parties hereto agree as follows:

ONE. GENERAL PROVISIONS

1.1. The purpose of this Agreement is to regulate legal relations between the Parties created in connection with creating an account for Customer who desires to participate in forex trading, verification and confirmation of its personal data, opening of trading account and Demo account, managing its account transactions and providing a service to create an account to access to trading platform (hereinafter referred to as "**Service**") and service fee payment by Customer.
1.2. This Agreement consists of the Civil Code, Anti-Money Laundering and Terrorism Financing Law, and other legal acts of South Africa enacted in conformity with the former.
1.3. Service Provider neither sells foreign currencies, precious metals, and virtual assets of international forex trading nor arranges the trading and only provides an online service platform or https://www.opheleo.com/ which enables access to the service set out in Article 1.1 of this Agreement.
1.4. Other relations between the Parties uncovered hereunder shall be governed by the Terms of Service specified in Annex 1 to the Agreement.

TWO. TERM

2.1. This Agreement comes into effect from the date Customer creates an account and shall remain valid until either Party initiates a termination thereof.
2.2. Service Provider is entitled to end the Agreement on its initiative based on this Agreement and terms of service.
2.3. The customer shall send a termination notice to the email address provided and confirm such.

THREE. RIGHTS AND OBLIGATIONS OF CUSTOMER

3.1. Customer shall exercise the following rights under this Agreement:
  3.1.1. create an account in https://www.opheleo.com/ upon its acknowledgment and acceptance of this Agreement and terms of service specified in Annex 1;
  3.1.2. manage its trading account transactions, obtain information from the Service Provider regarding withdrawals, deposits, and other challenges, send comments and feedback for review and resolution;
  3.1.3. request Service Provider to perform its contractual obligations;
  3.1.4. freely select a company engaged in opening a trading account and file a trading account closure request form.
3.2. The customer shall have the following obligations under this Agreement:
  3.2.1. be provided with sufficient information regarding the forex trading account opening service offered by the Service Provider and refer to a customer service representative for clarification, in case of doubt;
  3.2.2. be kind to and respect the Service Provider and customer service representative;
  3.2.3. prevent any potential financial risk when participating in the trading, follow principles of financial management, and not participate in the trading pledging priority supplies in life or using the loan;
  3.2.4. be sincere and compensate the damage incurred, in the event of illicit enrichment with the use of the Service Provider's system failure and Force Majeure set forth in Article 10.1 of this Agreement;
  3.2.5. submit accurate and complete documents required by the Service Provider and inform the Service Provider of any change in its personal data within 5 Business Days;
  3.2.6. use only trading account in its name when participating in the trading, undeceive and prevent fraud;

3.2.7. authorize the Service Provider to deduct the service fee from its trading account without notice;
3.2.8. be fully responsible for the effect of trading loss and pay personal income tax from its earnings;
3.2.9. maintain confidentiality of all personal data, including its account, user name, and password to https://www.opheleo.com/ and email address, not disclose or send to others, and not take any unsafe actions such as accessing suspicious links or sites;
3.2.10. send an email to support@opheleo.com , if discovers that any third person accesses its account without consent or uses its password.

FOUR. RIGHTS AND OBLIGATIONS OF SERVICE PROVIDER

4.1. Service Provider shall enjoy the following rights under this Agreement:
4.1.1. select a market where it will conduct its business, refuse to provide services to residents of some countries (*subject to the grey and black list of FAFT*), and take restrictive actions including restricting and stopping trading accounts, suspending access, including in a black list or terminating agreement, etc;
4.1.2. refuse to open an account for or to provide trading account opening service to Customer who fails to comply with the requirements set out in this Agreement and terms of service;
4.1.3. independently decide this Agreement, Terms of Service, terms for discount and bonus;
4.1.4. review, check, and clarify documents and personal data of Customers and request additional documents;
4.1.5. take control measures about Customer's improper acts if necessary and refuse to provide service;
4.1.6. request additional documents to verify and confirm the Customer's income source inform competent authority and request investigation;
4.1.7. monitor and check Customer's trading records, close its trading account, deposit and withdraw if deemed suspicious or infringing, and refuse to provide service;
4.1.8. use Customer's information when necessary like sending information about terms of service, discount, and bonuses offered by Service Provider to Customer's registered phone number and email;
4.1.9. immediately stop the service provided, end the Agreement, close the subscription application, restrict or suspend the account, suspend the access, close withdrawals, and inform the competent authority of infringement, in the event Customer violates Article 6.1 of this Agreement.
4.2. Service Provider shall undertake the following obligations under this Agreement:
4.2.1. ensure smooth running of https://www.opheleo.com/;
4.2.2. respond to complaints and comments by Customer within 5 Business Days;
4.2.3. inform Customer of any amendments/modifications to this Agreement and terms of service through official channel.

FIVE. SERVICE FEE

5.1. Service Provider shall charge the following service fee:

Account	MT5 PRO	MT5 standard	cTrader PRO	cTrader standard
Pair commission (per lot)	$ 3.50 per	$0.00	$ 3.50 per	$0.00

5.2. A rate of the service fee specified in Article 5.1 of this Agreement shall be different depending on the type of account created by the Customer.
5.3. There shall be exchange differences depending on the type of pairs in which the Customer participated in the trading and as such differences vary for each pair, it cannot be determined precisely (For example, USD or EUR buying rate: 0.9062 and selling rate: 0.9058, accordingly the difference is 0.0004).

SIX. TERMINATION

6.1. Service Provider is entitled to end the Agreement, at its sole and absolute discretion, based on the following grounds:
6.1.1. Customer's non-performance of his/her obligation under the Agreement;

6.1.2. Customer's illicit enrichment using the trading platform and the Service Provider's system failure;
6.1.3. failure to meet the requirements in Article 4.2.3 of the terms of service is proved;
6.1.4. terminate the Agreement at its sole and absolute discretion, if restrictive measures are required when checking the trading records of Customer;

6.2. In the following cases, the Customer shall request to end the Agreement:
6.2.1. Service Provider's non-fulfillment of his/her obligation under the Agreement;
6.2.2. End the Agreement on its initiative.

SEVEN. WARRANTY

7.1. Customer acknowledges and accepts this Agreement and Terms of Service and warrants the following:
7.1.1. I, Customer, will participate in the trading after obtaining information on risks, warnings, features, and risks of leveraged forex trading from the Service Provider and understanding and accepting that I may lose part or all of my trading account.
7.1.2. I, Customer, have never committed international and domestic economic crimes breached Anti–Money Laundering and Terrorism Financing Laws, or been subject to any trade or economic sanctions.
7.1.3. I, the Customer, will pay personal income tax, service fees, and other charges levied on my earnings.
7.1.4. I, Customer, will inform the Service Provider of the system failure and any issues not covered under the Terms of Service and this Agreement which has the potential to abuse the trading and refer to the Service Provider for remedy or resolution. Will compensate, in case of illicit enrichment using such.
7.1.5. I, Customer, will fulfill the obligations under this Agreement and maintain the confidentiality of information relating to my record and trading account.

EIGHT. NOTICE

8.1. Service Provider shall send a notice relating to its business operation, this Agreement, and Terms of Service through the following channels:
8.1.1. Facebook - https://www.facebook.com/people/Opheleo/61588560375337/ ;
8.1.2. Telegram - https://t.me/+blQ9UVTHbFE3MWM1 ;
8.1.3. Web - https://www.opheleo.com/ ;
8.1.4. Instagram - https://www.instagram.com/opheleo.official/ ;

8.2. Service Provider shall notify the following concerning its business operation:
8.2.1. amendments/modifications to the Agreement and Terms of Service;
8.2.2. service-related discount or bonus offers;
8.2.3. temporary downtime, or maintenance due to technical failure.

8.3. Any notice sent or given shall become effective from the moment informed through the information channels specified in Article 8.1 of this Agreement and it shall be deemed to have been accepted if no comments or complaints are received from Customer within 1 Business Day.

8.4. Service Provider shall not send notice through channels except those specified in Article 8.1 of this Agreement and Customer shall obtain information from the official channels and ensure its safety.

NINE. RESPONSIBILITY

9.1. A Party in breach shall take full responsibility for any damage caused due to its non-performance of obligation under the Agreement.

9.2. Service Provider shall not be held liable for the following:
9.2.1. restrictions on the international market and any trade information and Force Majeure specified in Article 10 of this Agreement;
9.2.2. all other risks which might occur or are beyond the control of the Service Provider such as hacking the Service Provider's system;
9.2.3. the dramatic rise in trading pairs and price indexes differing from those set out in international standards, data, or legislation;
9.2.4. unauthorized use of Customer's account, unrecoverable or fraudulent transaction, or hacking by a third person due to Customer's failure to maintain confidentiality of its personal data;
9.2.5. any damage/loss caused because Customer breaches of this Agreement and Terms of Service;

9.2.6. any risks associated with other acts of Customer including, trading movement misprediction, using trading BOT, misunderstanding of service offered by Service Provider or being unaware of Terms of Service and Agreement.

TEN. FORCE MAJEURE

10.1. Service Provider shall not be liable for damage incurred until its business is resumed back to normal, in case https://www.opheleo.com/ is not working properly, or temporarily suspended or maintained due to causes or events beyond its control including, flood, earthquake, severe weather, natural disaster, fire, war, revolution, civil unrest, epidemic, all types of accidents or incidents, governmental decision, lockout, telecommunication and power interruption, equipment and software failure and hacking.

ELEVEN. MISCELLANEOUS

11.1. Any disputes, controversies, or differences which may arise between the Parties hereto, out of, about, or in connection with this Agreement, which cannot be resolved amicably by the Parties, shall be finally settled under the laws of South Africa.
11.2. Any relations not covered under this Agreement and Terms of Service shall be governed under the laws of South Africa in force.
11.3. Service Provider shall keep an e-copy of the Agreement and have it confirmed by the digital signature of Customer.
11.4. Annex to this Agreement shall be valid same as the Agreement.
11.5. This Agreement is prepared and executed in 2 (two) copies, one to remain with each Party and each copy bearing the same legal effect.

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support@opheleo.com
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