

Risk Disclosure and Warning Notice

This Risk Disclosure and Warning Notice (“Notice”), is provided to you (“the Client”) by NFXTrade (“the Company,” “we,” or “us”). This Notice forms an integral part of the Client Agreement and must be read comprehensively prior to opening a Trading Account or executing any transactions. Operating as an International Brokerage and Asset Management company under the Anjouan Offshore Finance Authority (AOFA) within the Union of the Comoros, the Company provides this Notice to outline the inherent risks of trading Contracts for Differences (“CFDs”) and derivative products across equities, commodities, fiat currencies, indices, and cryptocurrencies. It does not encompass all potential risks, nor does it constitute investment advice.

1. High-Risk Nature of Leveraged Trading

- Trading CFDs and options on margin involves an exceptionally high degree of risk and is not suitable for all demographics of investors. The deployment of leverage acts as a multiplier, magnifying both potential profits and realized losses at an accelerated rate.
- Clients acknowledge that they may sustain a total loss of their invested capital and initial margin.
- Clients hold sole responsibility for understanding the mechanics of margin trading and are strictly urged to seek independent financial counsel if uncertain of the risks.
- All trading accounts operate on a leveraged basis. Clients bear the absolute obligation to continuously maintain sufficient margin to support open positions. Should equity drop below the margin requirement, a margin call will be triggered. Failure to deposit supplementary funds may result in the immediate and unnotified liquidation of positions

2. Market Commentary and Information Delivery

- Any market opinions, news, analytics, pricing data, or other materials disseminated by the Company are provided strictly for general informational purposes and expressly do not constitute investment advice or a solicitation to trade.
- The Company makes no representations, warranties, or guarantees regarding the accuracy, completeness, or timeliness of such information and expressly disclaims any liability for losses incurred through reliance on these materials.
- Historical performance data of any financial instrument, underlying asset, or market sector is categorically not indicative or predictive of future results.

3. Technology, Trading Platform, and Execution Risks

- Trading via internet-based platforms introduces systemic risks, including but not limited to hardware malfunctions, software glitches, and connectivity degradation.
- The Company accepts no liability for delays, communication failures, latency, or data distortions stemming from internet providers, network nodes, or system issues beyond its direct infrastructural control.
- Clients bear total responsibility for configuring their hardware, operating systems, and connectivity protocols securely.
- The Company waives liability for financial losses resulting from power grid failures, telecommunication outages, hardware/software malfunction, or hacking attacks, provided standard commercial diligence has been exercised.
- Unencrypted communication channels, including standard email, are vulnerable to interception; the Client expressly assumes all risks related to unauthorized third-party access arising from such vulnerabilities.
- The Company's servers process instructions sequentially; concurrent or simultaneous order submissions may be queued, delayed, or outright rejected at the system's operational discretion.

4. Market Volatility, Liquidity, and Force Majeure

- In the event of a Force Majeure—defined broadly to include natural disasters, political instability, macro-economic shocks, systemic platform failures, or acts of third parties—the Company reserves the absolute right to suspend, modify, or refuse execution of Client Orders.
- The Company disclaims all liability for losses or unrealized profits resulting directly or indirectly from Force Majeure events.
- During abnormal market conditions, extreme volatility, or macroeconomic data releases, order execution may be significantly delayed, or it may be entirely impossible to fill orders at the Client's requested pricing.

5. Margin Constraints and Contingent Liabilities

- CFD trading mandates the maintenance of a continuous margin buffer. Because of leverage, even fractional market movements against an open position can yield disproportionately large gains or losses.

- Clients are solely responsible for real-time monitoring of their positions and equity levels to prevent margin calls. Failure to strictly adhere to margin requirements will result in the forced liquidation of open positions.
- Adverse market movements, particularly over weekends or holidays, may precipitate losses that exceed the Client's initial deposit, exposing the client to additional financial liability.
- The Company retains the unilateral right to amend margin requirements and leverage limits at its sole discretion under the Client Agreement.

6. Structural Risks of Contracts for Differences (CFDs)

- CFDs are synthetic derivative contracts; they confer no voting rights, dividends (unless explicitly adjusted), or legal ownership of the underlying physical asset.
- CFD transactions execute strictly off-exchange (Over-The-Counter or OTC); consequently, liquidity fluctuates, and exiting or accurately valuing positions during illiquid periods may prove exceptionally difficult.
- Pending orders, including Stop-Loss and Stop-Limit configurations, are not guaranteed to execute at the specified price and may not always limit losses as intended due to illiquidity or adverse market conditions.
- Slippage is a natural byproduct of financial markets, particularly during high volatility or voluminous block orders, meaning executed fill prices may materially deviate from the Client's expected price.
- Positions held overnight will incur swap/financing charges. The Client assumes full responsibility for reviewing applicable swap rates prior to holding positions.

7. Counterparty Segregation and Insolvency Risks

- Client funds are segregated from corporate operating capital and deposited with reputable financial institutions; however, the insolvency, default, or regulatory failure of these institutions may still result in capital loss.
- Institutional partners may pool funds within omnibus accounts; in the event of institutional default, individual client claims may be affected.
- In the highly unlikely event of the Company's insolvency, all open positions may be automatically liquidated, potentially causing losses for the Client.

8. Taxation, Levies, and Financial Encumbrances

- Clients hold sole liability for calculating, reporting, and remitting all taxes, fees, and charges triggered by their trading activities. The Company expressly does not provide tax advice.
- The Company reserves the right to modify its schedule of charges, commissions, and operational costs; it remains the Client's duty to consistently review these schedules under the Client Agreement.

9. Disclaimer of Guarantees and Limitation of Liability

- The Company explicitly provides no guarantee of profit or avoidance of loss in connection with CFD trading.
- Trading exposes the Client to substantial financial risk, and the Client confirms they possess the requisite financial capacity to assume complete capital loss.
- Other undocumented risks may also apply. Clients accept full and comprehensive responsibility for all losses incurred, holding the Company harmless unless such losses are demonstrably caused by the Company's gross negligence or willful default.

10. Advisory Disclaimers

- Market commentary, third-party analytics, external news feeds, and general information are distributed strictly for informational consumption and must never be relied upon as actionable investment guidance.
- Clients are contractually obligated to independently evaluate all transactions and execute trades relying entirely upon their proprietary judgment.

11. Abusive Trading Strategies, Arbitrage, and Platform Integrity

- The Company maintains a zero-tolerance policy regarding toxic trading behavior, latency arbitrage, price feed manipulation, abusive hedging, or the deployment of malicious Expert Advisors (EAs) designed to exploit market gaps or pricing latency.
- In the event the Company, in its sole and absolute discretion, identifies abusive trading patterns, the Company reserves the unilateral right to immediately cancel off-market trades, reverse profits generated through toxic strategies, widen spreads, and immediately terminate the Client's account without prior notice.