1. Introduction

These Terms and Conditions ("Agreement") govern your relationship with Zefinx . ("we", "us", or "our"), a provider of Forex Expert Advisors (EAs), indicators, signal services, and account management solutions.

By accessing our products or services, you ("Client", "you", or "your") agree to comply with and be bound by this Agreement.

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2. Our Services

Zefinx provides the following services:

• Development and sale of automated trading tools (EAs and indicators) for MetaTrader platforms.

• Provision of trading signals via third-party platforms or direct channels (email, Telegram, etc.).

• Account management services based on a profit-sharing or performance fee model.

• Educational content and market analysis (where applicable).

Zefinx is not a regulated broker and does not hold client funds or execute trades on behalf of clients unless specifically stated and agreed in writing under managed account services.

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3. Account Security & Responsibility

You are solely responsible for maintaining the confidentiality of your Zefinx login credentials and activity.

• Do not share passwords or account access.

• Notify us immediately at info@zefinx.com in case of unauthorized access.

• Zefinx is not liable for any loss arising from compromised accounts.

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4. Termination of Access

Zefinx reserves the right to suspend, restrict, or terminate a user's access to services at any time, without notice, if:

• The user violates these Terms,

• Engages in unlawful activity,

• Abuses our platform, or

• Circumvents Indian legal or regulatory restrictions.

No refunds will be issued in such cases.

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5. Intellectual Property

 All EAs, indicators, and content developed or distributed by Zefinx are the intellectual property of Zefinx . and are licensed for individual use only. Redistribution, resale, or unauthorized copying is strictly prohibited.

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6. Account Management

 Where Zefinx manages trading accounts:

• Management is based on a signed Limited Power of Attorney (LPOA).

• Performance fees (if any) are charged based on a high-water mark model and must be agreed upon in advance.

• Zefinx reserves the right to close or cease management at any time upon written notice.

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7. Signal Services

• Signals may be delayed or fail due to technical issues.

• You are responsible for understanding how to use the signals effectively.

• Subscription fees, if applicable, are non-refundable unless otherwise stated.

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8. Disclaimers

• Zefinx shall not be liable for any losses incurred due to the use of its services, including but not limited to software malfunctions, internet failures, or broker-related issues

. • All products are provided "as-is" without warranties of any kind.

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9. Refund Policy

Digital products such as EAs or indicators are generally non-refundable once delivered, due to the nature of the product. Exceptions may apply at Zefinx's sole discretion. Terms and Conditions - Zefinx .

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10. Amendments

We may update these Terms from time to time. Continued use of our services after such updates constitutes your acceptance of the revised terms.

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11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Your Country/State].

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12. Contact Information

For any queries or concerns, contact:

Zefinx .

Website: https://www.zefinx.com (https://www.zefinx.com/)

Email: [info@zefinx.com]

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13. Regulatory Compliance & SEBI/RBI Requirements

13.1 Forex Trading Restrictions (SEBI / RBI)

• Only INR currency pairs: Zefinx's EAs, indicators, and signals are designed exclusively for INR-denominated Forex pairs (e.g., USD/INR, EUR/INR, GBP/INR, JPY/INR) traded on SEBI-regulated Indian

exchanges—like NSE, BSE, or MCX-SX .

 • No offshore FX trading: Indian residents are prohibited from using foreign forex brokers or platforms offering cross-currency trading or leverage outside SEBI-authorized zones; doing so can lead to legal penalties under FEMA .

 • Use of SEBI-registered brokers only: All trades must be executed through SEBI-authorized brokers with segregated client accounts, proper risk frameworks, and access to SEBI's complaint system (SCORES) .

13.2 Algo Trading & Signal Provision (SEBI Circulars)

 • Broker-anchored algo services: Zefinx operates as an algo provider partnering with SEBI-authorized brokers. All automated orders are tagged uniquely and originate via approved APIs

 • White vs Black box classification:

 • White-box tools (open logic EAs/indicators) require registration with exchanges once.

• Black-box tools (closed-logic systems) necessitate a SEBI Research Analyst (RA) license, including periodic reporting, strategy modification disclosures, and transparent order tagging .

 • API and infrastructure standards: Access via static, whitelisted IPs only; usage abides by exchange-issued order rate limits. Brokers and Zefinx must maintain audit trails, "kill switches," and robust risk controls .

13.3 Marketing & Education (SEBI Advertising Rules)

• No misleading performance claims: Avoid any direct or indirect claims about profitability or future performance. Historical performance may not be presented as guaranteed outcomes—misleading ratings or figures are prohibited .

 • Educational content constraints: Live trading data (e.g., past 3 months) must not be used in recommendations unless Zefinx holds proper RA registration; otherwise, data must be lagged by at least 3 months .

13.4 KYC, AML & Risk Management

 • KYC and AML compliance: All clients undergo KYC verification under PMLA and FEMA standards. Suspicious activity reports are submitted as required .

 • Strict risk frameworks: Zefinx enforces risk management protocols including stop-loss mechanisms, margin monitoring, kill switches in algo EAs, and client awareness of inherent risks .

13.5 Client Accountability & Dispute Resolution

 • Brokers are responsible: SEBI mandates that partner brokers be accountable for all algo services delivered, including resolving technical glitches and client issues .

• SEBI grievance redressal: Clients may escalate unresolved complaints through SEBI's SCORES system for brokerage or service-related disputes .

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14. Agreement Acknowledgment

By engaging with Zefinx's Forex products and services, you confirm:

1. Understanding and acceptance of INR-only trading under SEBI and RBI laws.

2. Recognition of algo classifications and the associated regulatory obligations (RA license, order tagging).

3. Adherence to KYC/AML laws and awareness of trading risks.

4. Reliance solely on SEBI-authorized platforms and brokers.

5. You will not hold Zefinx liable for any non-compliance resulting from misuse of EAs or exchange infra.

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15. Market Insights and Educational Content Disclaimer

15.1 Informational Purpose Only

All content, analysis, tools, indicators, strategies, and examples shared by Zefinx . are strictly for informational and educational purposes. They are not intended as investment advice, trading signals, or recommendations to buy or sell any financial instrument.

15.2 Not a SEBI-Registered Advisor

Zefinx is not registered with the Securities and Exchange Board of India (SEBI) as a Research Analyst (RA) or Investment Adviser (IA). Therefore:

• We do not provide personalized investment recommendations.

• No communication from us should be interpreted as direct or indirect encouragement to place trades.

• All trading decisions must be made solely by you, after evaluating the risks and consulting with a licensed professional.

15.3 No Real-Time Trade Instructions

We do not provide real-time, trade-specific instructions. Any strategies or market examples we discuss are historical, delayed, or hypothetical. They are shared for educational analysis of trading behavior and not for execution in live markets.

15.4 Use at Your Own Risk

If you choose to interpret or act upon any example, strategy, or commentary shared by us, you do so at your own discretion and risk. Zefinx will not be liable for any financial loss, damages, or penalties incurred from such action.

15.5 Indirect Use Prohibited

Redistributing or repackaging our content as investment advice, signal services, or real-time trade alerts is strictly prohibited without appropriate SEBI registration.

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16. AI-Powered Strategy Insights (For Educational Use Only

16.1 Algorithmic Learning Tools

Zefinx develops AI-powered analytical engines that process global financial data to generate theoretical strategy models. These models aim to demonstrate how trading logic may be constructed using machine learning techniques. They are:

 • **Not designed for real-time execution.**

 • **Based on historical or simulated data.**

 • **Intended for research and learning purposes.**

16.2 Restricted Application for Indian Residents

In accordance with Reserve Bank of India (RBI) and SEBI regulations:

 • These strategy models are not intended for use in live trading of non-INR currency pairs by Indian residents.

 • Zefinx does not encourage or facilitate access to offshore platforms that allow such trading.

 • Any use of these insights for speculative trading on global FX or CFD platforms is entirely at the user's own risk and may be non-compliant under FEMA.

16.3 No Execution or Intermediation

Zefinx:

 • Does not offer trade execution, broker intermediation, or direct trading connectivity.

 • Does not recommend any broker or third-party platform for foreign currency pair trading.

 • Provides no guarantee or assurance regarding the suitability, profitability, or legality of any application derived from our strategy models.

16.4 International Use Clarification

These AI models may be relevant or applicable to users located outside India, subject to the legal and regulatory norms of their respective jurisdictions. It is the sole responsibility of such users to ensure compliance with applicable laws.

Recommended Disclaimers to Add Elsewhere:

In website footer, bot interface, and landing pages, always include:

"All tools and strategy insights offered by Zefinx are for informational and educational purposes only. Zefinx is not SEBI-registered and does not provide investment advice or facilitate trading in violation of Indian laws. Use of our AI-powered models for speculative trading on non-INR forex instruments by Indian residents may be illegal under FEMA regulations."

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17. Legal Use and Jurisdiction Disclaimers

17.1 Compliance with Local Laws

You, the user, acknowledge and agree that it is your sole responsibility to comply with all applicable local, state, and national laws of your jurisdiction — including but not limited to:

• SEBI (Securities and Exchange Board of India),

• RBI (Reserve Bank of India),

• FEMA (Foreign Exchange Management Act, 1999), and

• Information Technology Act, 2000.

Zefinx does not bear any responsibility for any consequences arising out of your misuse or unauthorized use of our services in jurisdictions where such use is restricted or prohibited.

17.2 No Investment Advice

Zefinx is not registered as a Research Analyst (RA), Investment Adviser (IA), or Portfolio Manager (PMS) with SEBI. As such:

• We do not provide any investment advice, stock tips, or buy/sell recommendations.

• All outputs generated by our software, platforms, or AI models are non-binding, non-personalized, and for educational exploration only.

17.3 No Solicitation or Promotion of Trading

Zefinx does not:

- Promote or solicit clients to trade in currency derivatives, CFDs, or global markets.

- Partner with or receive commissions from any foreign or unregulated brokers.

- Act as an introducer or sub-broker in any jurisdiction.

Any information that resembles trading-related content is strictly for theory, academic discussion, or backtesting simulation.

17.4 Geographic Use Restriction (India)

Zefinx's services, including AI tools and indicators, are not intended for use by Indian residents in connection with:

- Non-INR forex pairs,

- Offshore margin trading,

- CFD/crypto/speculative instruments through unregulated platforms.

Indian users are prohibited from using Zefinx tools in any way that violates RBI/FEMA rules or SEBI guidance. We reserve the right to restrict access to such tools based on geolocation, IP address, or account verification status.

17.5 User Declaration (Mandatory Consent)

By using Zefinx's services, you explicitly declare:

- You are not relying on Zefinx for any financial advice or trading decision.

- You will not hold Zefinx or its founders, developers, or partners liable for any financial loss, regulatory inquiry, or penalty due to misuse.

- You are not using the services from a jurisdiction (such as India) where such use is legally restricted, unless for educational/non-trading purposes only.

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18. Legal Use and Jurisdiction Disclaimers

18.1 Compliance with Local Laws

You, the user, acknowledge and agree that it is your sole responsibility to comply with all applicable local, state, and national laws of your jurisdiction — including but not limited to:

- SEBI (Securities and Exchange Board of India),

- RBI (Reserve Bank of India),

- FEMA (Foreign Exchange Management Act, 1999), and

- **Information Technology Act, 2000.**

Zefinx does not bear any responsibility for any consequences arising out of your misuse or unauthorized use of our services in jurisdictions where such use is restricted or prohibited.

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• You are not using the services from a jurisdiction (such as India) where such use is legally restricted, unless for educational/non-trading purposes only.

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19. Notification and Policy Updates

19.1 Right to Update Terms

Zefinx reserves the right to modify, revise, or update these Terms & Conditions, Privacy Policy, Risk Disclosures, or any related policies at any time, without prior notice, to comply with changes in:

• Applicable laws and regulatory frameworks (e.g., SEBI, RBI, FEMA),

• Internal business practices,

• Technology or service offerings.

19.2 Method of Notification

Updates may be communicated through one or more of the following channels:

• A notice on the Zefinx website or platform dashboard,

• Email communication (if the user has provided contact information),

• Pop-up prompts at login or during service use.

19.3 User Responsibility

It is the user's sole responsibility to:

• Regularly review the Terms & Conditions and associated policies,

• Stay informed about updates that may impact their legal rights or usage conditions,

• Immediately discontinue use of Zefinx services if they disagree with the updated terms.

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20. Legal Jurisdiction, Limitation of Liability & Force Majeure

20.1 Governing Law and Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of India, without regard to its conflict of law provisions.

• Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of [Your Company's Registered City, e.g., Chennai or Mumbai], India.

• Zefinx retains the right to bring proceedings in any jurisdiction where you reside or conduct business if we reasonably determine it is necessary to enforce our rights.

20.2 Limitation of Liability

To the maximum extent permitted by applicable law, Zefinx ., its directors, employees, partners, or affiliates shall not be liable for any:

• Direct, indirect, incidental, special or consequential damages, including but not limited to loss of data, profits, or business opportunities,

• Damages resulting from the use or inability to use any Zefinx product, service, strategy, or tool,

• Regulatory, compliance, or legal issues faced by users misusing our services in jurisdictions that restrict such usage.

Use of our services is entirely at your own risk and discretion.

20.3 Indemnification

You agree to indemnify and hold harmless Zefinx ., its directors, officers, and partners from and against any claims, damages, liabilities, losses, or expenses (including legal fees) arising from:

• Your use of Zefinx services in violation of these terms,

• Your violation of any law or regulation,

• Any third-party claim related to your content or actions on our platform.

20.4 Force Majeure

Zefinx shall not be held liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to:

• Internet or infrastructure failure,

• Cyberattacks or technical errors,

• Changes in regulations or legal interpretations,

• Natural disasters, war, strikes, or government actions.

In such events, services may be suspended without prior notice until the issue is resolved.

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21. User Eligibility

21.1 Age and Capacity

You represent and warrant that:

• You are at least 18 years of age (or legal age in your jurisdiction),

• You have full legal capacity to enter into this agreement,

• You are not a person barred by any law from accessing or using such services.

If you're accessing the services on behalf of an entity, you confirm you are authorized to bind that entity to this agreement.

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22. Refunds and Subscription Terms

22.1 Digital Products & Services

All sales of digital products such as Expert Advisors (EAs), indicators, signal models, or training content are final and non-refundable, unless:

• There is a proven technical issue on our end, and

• A refund is requested within 7 days of purchase.

Zefinx reserves the right to refuse refunds in cases of:

• Product misuse,

• Violation of terms,

• Chargeback abuse.

22.2 Subscription & Cancellation

If you subscribe to any paid service:

• You are responsible for canceling it before the next billing cycle,

• No partial refunds are provided for unused portions,

• Cancelation requests must be submitted at least 48 hours prior to renewal.

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23. Intellectual Property Rights

All content, software, branding, logos, algorithms, designs, and documentation provided by Zefinx are the exclusive intellectual property of Zefinx . or its licensors.

- You may not copy, modify, reverse-engineer, distribute, or resell any part of Zefinx's services.

- All rights not expressly granted are reserved.

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24. Communication & Support

24.1 Contact

All official communications will be sent via:

- Email: [insert your official support email]

- Website announcements or dashboard notifications

Users agree to receive service emails, alerts, and notices deemed relevant to their account and Zefinx services.

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25. Entire Agreement & Severability

This document constitutes the entire agreement between Zefinx . and you, the user, regarding our services.

- If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

- Our failure to enforce any provision shall not be deemed a waiver of such rights.

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26. Data Usage & Analytics

Why: Indian data protection regulations (under the IT Act and upcoming Digital Personal Data Protection Act) require transparency in how user data is collected and used.

Clause:

We may collect and process non-personal usage data (such as session activity, device type, location, and service preferences) to improve performance, monitor trends, and enhance user experience. All data is anonymized, securely stored, and never sold to third parties. By using Zefinx services, you consent to such usage data collection under our [Privacy Policy].

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27. Privacy Policy Reference

Why: You must reference and link your Privacy Policy inside your Terms (a SEBI and IT Act best practice).

Clause:

Our [Privacy Policy] outlines how we collect, use, and protect your personal data. It forms an integral part of these Terms. By using Zefinx services, you agree to the terms of our Privacy Policy.

 Make sure your privacy policy includes consent, data storage, opt-out rights, cookie usage, and third-party integrations.

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28. Affiliate & Third-Party Disclaimer

Why: If users access third-party tools, brokers, payment gateways, or partners, this protects you from liability.

Clause

Zefinx may provide access to third-party services or websites. These are not controlled or endorsed by Zefinx. We do not make warranties or representations about such third-party platforms and are not responsible for their content, accuracy, or privacy practices. Use them at your own risk.

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29. Prohibited Use Policy

Why: Helps limit abuse, hacking, spamming, and regulatory breach risks.

Clause:

You agree not to use Zefinx services:

• **For illegal, fraudulent, or unauthorized trading activity;**

• **To bypass SEBI, RBI, or FEMA restrictions;**

• **To hack, reverse-engineer, interfere with our software or data;**

• **To post false, defamatory, or malicious content;**

• **For unauthorized redistribution of our tools or strategies.**

Violation of this clause may result in account suspension or legal action.

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30. Disclaimer on AI and Automation Accuracy

Why: You're offering AI-based insights. AI can be unpredictable, so this protects you from being blamed for errors or decisions made based on its output.

Clause:

Zefinx uses artificial intelligence and algorithmic tools to generate theoretical models and educational insights. While we strive for accuracy, the AI's outputs are dependent on input quality, data feeds, and third-party integrations. Users are advised not to rely solely on automated outputs for decision-making. Zefinx shall not be held liable for errors, omissions, or misinterpretations arising from AI-generated outputs.

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31. Beta Features Disclaimer (If Applicable)

Why: If you're testing new bots, indicators, or interfaces, protect yourself from liability during public testing.

Clause:

From time to time, Zefinx may offer access to beta versions of tools or features. These are provided on an "as-is" basis and may contain bugs or errors. By using beta services, you acknowledge their limitations and waive any claims against Zefinx arising from their use.

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32. Tax Liability Disclaimer

Why: You may be managing accounts or delivering profits to clients. Clarify that you're not liable for their taxes.

Clause:

All users are solely responsible for understanding and fulfilling their own tax obligations related to any trading activities, earnings, or use of Zefinx services. Zefinx does not provide tax advice and shall not be held responsible for any tax liabilities, reporting duties, or penalties incurred by users.

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33. Grievance Redressal (As per IT Rules 2021)

As per the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021:

• Grievance Officer: Compliance Manager – Zefinx .

• Email: info@zefinx.com

• Response Time: 7 business days

- **Resolution Deadline: 15 business days**

Please use subject line: Grievance - [Your Issue] in your emails.

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34. Compliance with IT Act (2000) & DPDP Act (2023)

Zefinx complies with the Information Technology Act, 2000 and the Digital Personal Data Protection Act, 2023.

We:

- **Collect minimal data,**

- **Process it lawfully with your consent,**

- **Never sell data to third parties, and**

- **Protect it using reasonable digital safeguards.**

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35. KYC/AML Compliance

For services involving account management or financial distribution:

- **You must complete KYC verification,**

- **Declare lawful source of funds under PMLA (2002),**

- **Cooperate with any audit request or service pause if suspicious activity is detected.**

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36. SEBI/SCORES Disclaimer

Zefinx is not a SEBI-registered entity.

We do not offer:

- **Investment advice,**

- **Buy/sell recommendations,**

- **Portfolio management, or**

- **Access to SEBI's SCORES complaint system.**

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37. Export Control & Sanctions Compliance

You agree not to access or use Zefinx services if you reside in or are subject to:

• Indian government export restrictions,

• International sanctions, or

• Embargoed or prohibited jurisdictions.

You also confirm you are not on any restricted or denied party list maintained by Indian or foreign regulators.

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38. Risk Disclosure

Trading in leveraged products such as Forex and CFDs carries a high risk of loss and may not be suitable for all investors. By using our services, you acknowledge that:

• You may lose part or all of your capital.

• Past performance does not guarantee future results.

• You should trade only with money you can afford to lose.

• Zefinx does not offer investment advice. Any indicators or strategies provided are for informational purposes only.

Please refer to our full [Risk Disclosure Statement] for more details.

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39.No Guarantee of Profit

Zefinx does not guarantee profits or consistent returns from the use of our EAs, indicators, or signal services. You accept full responsibility for your trading decisions, even if they are based on our tools or suggestions.

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40. Disclaimer on Third-Party Platforms & Brokers

Zefinx does not endorse, promote, or recommend any specific third-party broker, exchange, or trading platform. If you choose to integrate or use our tools with any external service, you do so at your own risk.

Zefinx is not responsible for:

- **Broker downtime or execution failure,**

- **Platform bans or API changes,**

- **Losses arising from unauthorized broker connections.**

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41. Educational Use Warning

Zefinx products — including indicators, EAs, AI models, and strategy insights — are designed for academic, backtesting, or demo use unless clearly authorized otherwise.

- **They are not to be interpreted as real-time financial advice,**

- **They must not be promoted by users as trading signals to third parties.**

Any such use may result in termination of access.

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42. Audit Trails and Activity Logs

For regulatory defense, internal security, and service improvement, Zefinx maintains logs of:

- **Login activity,**

- **Software usage patterns,**

- **Error events and suspicious behavior.**

This data is stored securely and may be used to investigate abuse or fraud.

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43. Non-Solicitation and Partnership Waiver

Unless explicitly agreed in writing:

- **Users may not represent themselves as agents, partners, or affiliates of Zefinx,**

- **No right to revenue sharing, referral commissions, or branding use is implied.**

Misrepresentation will lead to immediate service termination and possible legal action.

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44. Consent to Digital Agreement

By clicking "I Agree", signing electronically, or continuing to use Zefinx services, you:

- Confirm you have read and understood the Terms,

- Accept them as a digitally binding contract,

- Waive any future right to claim lack of awareness.

45. Fair Use and Licensing Limits

Zefinx licenses its tools for personal, non-commercial use only.

Users may not:

- Run tools on more than [1–2] trading accounts simultaneously,

- Modify or republish any source code or model output,

- Repackage or resell any part of our services.

Violating these terms will result in permanent suspension.

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46. Service Disruption & Forceful Exit Clause

Zefinx reserves the right to temporarily or permanently suspend services due to:

- Regulatory intervention,

- Technical outages,

- Security breaches,

- Strategic shutdown or restructuring.

We will aim to notify users, but Zefinx shall not be liable for losses due to service disruption.

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47. Limitation on Financial Representation

Why: Protects you from clients who claim they were misled by charts, ROI models, or visual dashboards.

Clause:

All backtests, models, or performance dashboards shown by Zefinx are for illustrative, academic, or simulation purposes only.

We make no representations about:

- Accuracy of backtested results,

- **Consistency of model performance,**

- **Return on investment from our tools.**

Users must conduct independent verification before applying any method in live environments.

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48. Testimonial and Result Disclaimer

Why: If you show user reviews, social proof, or screenshots, protect yourself from legal claims of false advertising.

Clause:

Testimonials, reviews, or success stories featured on our website or promotional content reflect individual experiences and are not guarantees of performance.

These examples are not verified for accuracy or typicality and may not reflect the results of every user.

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49. Jurisdictional Restriction Auto-Termination

Why: Automatically cuts off users from banned countries or regions (important for India, EU, US compliance zones).

Clause:

Zefinx reserves the right to disable access or terminate accounts from jurisdictions where our services are restricted by law, regulation, or sanction.

This includes but is not limited to:

- **India (for non-INR pairs),**

- **OFAC-sanctioned countries,**

- **EU zones under AI regulation unless explicitly consented.**

Zefinx will not issue refunds in such cases.

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50. White-Label or Resale Prohibition

Why: Prevents people from copying your brand, website, or reselling your tools under their name.

Clause:

Users may not use Zefinx products, content, or services to build a competing platform, create derivative works, or white-label/resell Zefinx offerings without written permission.

Legal action may be taken against unauthorized commercial use or impersonation.

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51. Disclaimer for Training or Freelance Services

Why: If someone uses your tools to train others or offer paid freelance "signal services", make sure you're not liable.

Clause:

If users provide third-party training, mentorship, or commercial consulting using Zefinx tools, they do so at their own risk.

Zefinx is not responsible for misuse of its software, models, or insights by freelancers, educators, or affiliates claiming association with us.

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52. Legal Notice Delivery Method

Why: Specifies how users can send legal notices — required under IT and contract laws.

Clause:

Any legal notices to Zefinx must be delivered via registered email to legal@zefinx.com.

Notices are considered received only when acknowledged in writing by our compliance team within 7 business days.