Riyadex Terms And Conditions

ERMS AND CONDITIONS / CLIENT AGREEMENTDOCUMENT REF: V.04.2026

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1. Introduction

This Client Agreement, encompassing these standard Terms and Conditions, sets out the legally binding parameters governing the contractual framework between you (alternatively designated as the 'Client', 'your', or 'yourself') and Riyadex Financials (Pty) Ltd, trading as 'Riyadex' (alternatively designated as 'Riyadex', 'the Company', 'we', 'us', or 'our'), with respect to the trading facilities and services supplied.

1.1. Riyadex Financials (Pty) Ltd is a registered corporate entity organized under the laws of South Africa under registration number K2021775225, having its official physical address at 1 Edgemere Road, Elfindale, Cape Town, Western Cape, 7945, South Africa. The Company operates in full compliance with local financial regulatory structures, acting as a licensed Financial Services Provider ('FSP') and Over-the-Counter Derivatives Provider ('ODP') under the regulatory oversight of the Financial Sector Conduct Authority ('FSCA').

1.2. This Client Agreement, together with the Privacy Notice, Complaints Handling and Dispute Resolution Framework, FAIS Statutory Disclosure Statement, Service Disclosure Notice, Conflict of Interest Management Policy, General Risk Disclosure, Key Information Documents, and any additional legal instruments, policies, or schedules accessible on the Company's web domain or officially provided to you (collectively identified as the 'Agreement'), establishes the terms under which Riyadex delivers its Services. By registering a user account, you express full legal consent and agree to be contractually bound by all stipulations within these constituent documents, verifying that you have read, grasped, and accepted their implications. Consequently, you are strongly advised to thoroughly examine all legal documentation forming this Agreement and any official notices issued by Riyadex prior to engaging in operational activities.

2. Restrictions on the Users

2.1. Without limiting the Company's discretionary authority to decline the execution of Services or restrict access to its Trading Platform to any individual, the Platform is explicitly prohibited from being accessed or utilized by any individual who:

(a) has not attained 18 years of age or the legal age of contractual consent required under the applicable laws of their home jurisdiction, whichever is greater, or who lacks full legal capacity or sound mental faculties;

(b) resides in any statutory jurisdiction or region where the offering or execution of Contracts for Difference ('CFDs') or related financial services directly conflicts with local statutory provisions, administrative directives, or statutory regulations. Compliance with local legislative mandates remains solely the user's obligation; or (c) is an active employee, board member, corporate affiliate, representative, close relative, or associated partner of Riyadex or any of its corporate subsidiaries.

2.2. The Client explicitly warrants, affirms, and guarantees that, owing to legal and regulatory restrictions, the Company's operational services shall not be available within jurisdictions where such offerings are legally impermissible, including without limitation any regions specified in the Restricted Jurisdictions schedule published on the Company's digital portal or communicated directly, and the Client hereby formally waives any rights or claims against the Company in connection therewith.

3. License and Provision of Platform

3.1. Subject strictly to the Client's continuous fulfillment of all terms established under this Agreement, Riyadex grants the Client a limited, personal, non-assignable, non-exclusive, and fully revocable right to operate the Platform(s) (including associated web interface and client applications made available by the Company), exclusively for personal investment activities to execute Orders in approved Financial Instruments. Upon termination of this Agreement for any reason, this operational license is immediately revoked, and all usage of the software must cease forthwith.

3.2. The Trading Platform may integrate software utilities developed by third-party vendors, provided strictly on an 'As Is' basis without warranties of any nature. Any third-party software embedded in the Platform is subject to the terms of this Agreement, and the Client agrees to fully observe all license conditions issued relative to such software.

3.3. All proprietary rights, titles, and interests in the Trading Platform not expressly granted herein remain exclusively reserved by Riyadex. License rights to the Platform are granted under license and are not sold to the Client.

3.4. Riyadex retains the absolute right to suspend Platform operations at any point for system maintenance without prior formal notice. Scheduled maintenance will routinely take place during non-trading weekend hours unless urgent technical intervention is required.

3.5. Exercising reasonable discretion, the Company reserves the right to introduce, adjust, or withdraw any module or feature of the Trading Platform without incurring liability under this Agreement, making reasonable efforts to supply functional equivalents where feasible.

4. Intellectual Property

4.1. The Trading Platform, alongside all related copyrights, trademarks, patents, proprietary trade names, software codebases, graphics, logos, screen layouts, design palettes, and digital content, constitutes the sole intellectual property ('IP') of Riyadex or its licensing partners, protected under South African and international intellectual property legislation. Nothing herein transfers any ownership interest in the Platform to the Client.

4.2. The Client shall not conceal, alter, or remove any copyright notices, trademark markings, or proprietary identifiers present on the Company's software, online portal, or documentation.

4.3. Riyadex may conduct commercial operations under varied trading names or branded web domains. All graphical assets, images, and visual elements on the Company's media are owned by Riyadex and may only be utilized as explicitly authorized.

4.4. The Client is permitted to store or print analytical data, policy documents, and content retrieved via the Platform solely for personal reference. Re-distributing, modifying, reproducing, or commercially exploiting such materials without explicit written authorization from Riyadex is strictly forbidden.

5. Use of the Platform

5.1. The Client covenants and agrees that they:

(a) shall utilize the Platform exclusively during the term of their active license;
(b) shall operate the systems strictly for lawful purposes;
(c) shall not utilize the system for any purpose outside those explicitly outlined in this Client Agreement;
(d) assume total accountability for all transactions executed under their Client Account via the Platform using their unique Access Credentials;
(e) shall consistently log out of active sessions whenever their user terminal is left unattended to stop illicit access.

5.2. The Client is strictly barred from carrying out any of the following prohibited operational actions:

(a) deploying automated analytical software or artificial intelligence systems targeting the Company's servers or Platform;
(b) intercepting, monitoring, or modifying any data transmissions not specifically directed to the Client;
(c) transmitting malicious code, computer viruses, Trojan horses, worms, or destructive routines intended to disrupt or damage the Platform or communications infrastructure;
(d) distributing unauthorized commercial communications or unsolicited spam in violation of applicable rules;
(e) engaging in activities that compromise or threaten the operational stability, integrity, or performance of the Company's IT systems;
(f) attempting unauthorized entry, system reverse-engineering, or bypassing security controls established on the Platform;
(g) executing actions that facilitate unauthorized access or usage of the Trading Platform;
(h) conducting independent commercial trading ventures through the Platform without prior formal authorization.

5.3. Where Riyadex maintains reasonable suspicion that a Client has infringed the restrictions in clause 5.2, it retains full authority to implement protective measures under clause 14.2.

5.4. The Client maintains sole accountability for securing and maintaining technical equipment (including hardware devices, reliable internet connections, and telecommunication lines) necessary to connect to the Platform.

5.5. The Client warrants that they have implemented adequate endpoint security, including updated antivirus controls, to prevent transmitting malicious code or harmful elements to the Company's IT setup.

5.6. The Client recognizes that electronic communications can experience disruptions, service dropouts, or transmission outages. Riyadex accepts no liability for financial losses, lost opportunities, or expenses resulting from such technical issues beyond its control.

5.7. Riyadex provides no express or implied guarantees that:

(a) the Platform will remain accessible on an uninterrupted, 24/7 continuous basis without servicing disruptions;
(b) the software's functional performance will meet specific technical standards;
(c) the system is entirely free from minor bugs or software flaws;
(d) system operation is immune to cyber risks or potential data corruption risks.

5.8. The Company bears no legal responsibility for hardware damage, system formatting errors, or data corruption occurring on the Client's personal devices.

5.9. Riyadex is not an internet service provider and shall not be held accountable for non-performance arising from public utility failures, ISP connectivity losses, or cyber-attacks.

5.10. The Company disclaims liability for transmission delays, quote errors, or inaccuracies in information received electronically via terminal connections.

5.11. Should technical dropouts occur, the Client may contact the Company directly to submit verbal order instructions, subject to successful identity verification by Riyadex staff.

5.12. Verbal instructions are handled sequentially on a first-received basis. Riyadex assumes no responsibility for execution delays or outcomes connected to verbal order processing.

5.13. The Client agrees to hold Riyadex harmless against losses arising from compromised Access Credentials resulting from the Client's own negligence.

6. Safety

6.1. Upon account activation, Riyadex provides confidential Access Data enabling account entry and transaction execution. The Client must maintain strict confidentiality over these credentials, avoiding public computer logins and ensuring proper logout routines. Riyadex disclaims liability for losses caused by unauthorized third-party access to personal data or account functions resulting from credential compromise.

6.2. The Client must notify Riyadex immediately upon suspecting any unauthorized disclosure of their Access Data, allowing the Company to block credentials and issue secure replacements.

6.3. The Client commits to fully cooperating in any internal investigations regarding credential misuse or unauthorized account access.

6.4. Riyadex assumes no liability for unauthorized interception of personal data or credentials transmitted over public telecommunications or electronic networks.

6.5. The Company retains discretionary authority to restrict account permissions or deactivate access where required to preserve operational stability or client security.

6.6. Riyadex is entitled to treat all instructions validated by correct Access Data as genuine client orders, binding the Client to all executed transactions resulting therefrom.

6.7 Client Trading Responsibility
The Client acknowledges that all trading decisions and trading activities are solely the Client's responsibility. The Client shall not permit any third party to access or trade on the Client's account unless such person has been formally approved by Riyadex as an Authorized Representative under this Agreement. Riyadex shall not be liable for any losses resulting from trades or instructions placed by any third party using the Client's account or Access Data.

7. Services

7.1. Riyadex Financials (Pty) Ltd is licensed and regulated by the Financial Sector Conduct Authority (FSCA) of South Africa to provide specified financial facilities:

a) Operating as a Category I Financial Services Provider, delivering intermediary services and non-discretionary execution with respect to Shares and Derivative instruments. Under this scope, the Company may collaborate with third-party Product Suppliers as an intermediary broker, where products are issued by such Product Suppliers acting as Principal. As a standard practice, Riyadex does not provide direct financial advisory services;
b) Operating as an Over-the-Counter Derivatives Provider ('ODP') authorized to issue and trade CFDs as Principal across foreign exchange, market indices, energy/commodity assets, and equities;
c) Operating as a Category II Discretionary Financial Services Provider under the FAIS Act 2002, authorized to manage portfolio investments on behalf of clients across approved categories including equities, derivatives, money market assets, and fund participatory interests under license terms;
d) Maintaining appropriate professional indemnity insurance coverage as required under statutory requirements.

7.2. Subject to application approval and ongoing compliance, Riyadex will establish a Client Account, act as counterparty to transactions, and provide access to its suite of financial trading services.

7.3. CFD transactions involve cash-settled financial derivatives; underlying physical assets are not physically delivered, and financial adjustments are reflected directly in the Client Account Balance.

7.4. Riyadex acts as Principal with respect to all CFD orders executed on its Platform.

8. Registration and Identification

8.1. Riyadex is legally required under Anti-Money Laundering ('AML') and Know-Your-Customer ('KYC') statutory frameworks to complete full identity verification before granting active client status. Applicants must provide verified documentation, including:
(i) For Natural Persons: full legal name, gender, residential address (PO Boxes excluded), birth date, nationality, employment details, government ID/Passport copy, and Proof of Residence not older than six months;

(ii) For Corporate Entities: official entity registration details, registered business addresses, legal structure documents, verified identity details of directors and ultimate beneficial owners (UBOs), and board authorization resolutions;
(iii) For Specialized Entities (Trusts, PEPs): enhanced due diligence records required under South African AML regulations and internal risk policies.

8.2. The Company may request source-of-wealth documentation and proof of funding sources to establish a comprehensive economic profile.

8.3. The Client warrants that all registration information supplied is truthful, accurate, and current, agreeing not to misrepresent their identity or affiliations.

8.4. Riyadex reserves the right to suspend or terminate accounts providing inaccurate or incomplete information, or where clients appear on international sanction lists. Suspicious transactions will be frozen and reported to relevant statutory enforcement authorities.

8.5. Prior to full KYC verification, Riyadex may, at its discretion, grant temporary 'read-only' account access with strict deposit and trading limitations.

9. Advice and Commentary

9.1. Riyadex operates on an execution-only basis and does not provide financial advice as a standard feature of its trading services.

9.2. The Client acknowledges that services do not constitute investment advice or direct trading recommendations. Trading decisions are made independently by the Client based on their personal judgment.

9.3. The Company provides no legal, tax, or regulatory advice. Clients should consult independent qualified professionals regarding tax or statutory obligations.

9.4. Market research, commentary, or news materials supplied by Riyadex represent general informational materials only and do not constitute personal financial promotions or advice.

9.5. The Company accepts no responsibility for the reliance on or accuracy of general informational materials.

9.6. No express warranties are provided regarding the accuracy or legal consequences of third-party market materials.

9.7. Informational materials are distributed purely to assist independent decision-making.

9.8. Restricted distribution documents must not be forwarded to unauthorized recipients.

9.9. Riyadex may act on research data prior to public release and gives no guarantee of simultaneous client receipt.

9.10. Market analysis materials remain subject to alteration or immediate withdrawal without prior notice.

10. Orders and Execution

10.1. Riyadex accepts trading orders via the Trading Platform, verified telephone communications, or other authorized electronic channels.

10.2. Orders placed using valid Access Credentials are fully binding. Audio recordings of phone instructions remain the sole property of Riyadex and constitute conclusive evidence in disputes.

10.3. The Company executes orders using reasonable endeavors but cannot guarantee execution under volatile market conditions.

10.4. Riyadex maintains full authority to add, modify, or remove tradable Financial Instruments due to corporate actions, delistings, or liquidity conditions, providing written notice where appropriate.

10.5. Supported order types include Market Orders and Pending Orders. Unfilled Market Orders lacking market liquidity may be canceled automatically.

10.6. Orders are executable strictly within operational trading hours published on the Platform. Orders cannot be modified outside standard session hours.

10.7. Stop Loss and Take Profit levels must satisfy minimum distance parameters relative to current market quotes.

10.8. Pending Orders can be modified or removed prior to execution.

10.9. Orders are executed against Riyadex Bid/Ask quotes. Market volatility or network latency may result in execution at server prevailing prices under Market Execution rules.

10.10. Riyadex reserves the right to reject or cancel orders due to insufficient account margin, regulatory requirements, extreme market conditions, or system errors.

10.11. CFD trades are subject to minimum and maximum trade sizing rules defined on the Platform.

10.12. Slippage may occur during fast-moving market conditions, resulting in order execution at the next available market price on a symmetrical basis.

10.13. Pending orders linked to suspended or corporate-action-affected assets may be canceled by the Company.

10.14. The Platform is provided 'as is'. Riyadex disclaims liability for indirect, special, or consequential damages absent gross negligence or willful misconduct.

10.15. The Company disclaims responsibility for losses caused by external telecommunications breakdowns or third-party infrastructure failures.

10.16. Quoting or pricing feed errors caused by technical glitches will be corrected at Riyadex's discretion without liability for resulting balance adjustments.

10.17. Latency arbitrage and price feed exploitation are strictly prohibited. Trades utilizing price latency will be canceled or adjusted.

10.18. Clients remain solely responsible for actively monitoring open trading positions following order execution.

11. Decline of Client's Orders

11.1. Riyadex maintains the right to decline, restrict, or cancel orders without prior explanation or liability under any of the following conditions:

a. Communications networks or server connections suffer disruption;
b. Requested by South African regulatory, judicial, or statutory enforcement agencies;
c. Order authenticity or legality is in doubt;
d. Occurrence of a Force Majeure Event under clause 29;
e. Occurrence of an Event of Default under clause 14.1;
f. Formal termination notice has been issued by either party;
g. Pre-set account exposure or risk limits are breached;
h. Abnormal market conditions or severe illiquidity prevail;
i. Available Account Balance is insufficient to meet operational requirements;
j. Order execution is unfeasible due to prevailing market structure or trading volumes;
k. Suspected involvement in money laundering, financial crime, or illegal activities;
l. Order execution threatens system operational integrity or stability;
m. Corporate transformations, mergers, or stock splits affect underlying assets;
n. Open positions are closed out prior to major corporate adjustments to manage market risk.

12. Margin Requirements

12.1. Entering CFD positions requires depositing mandatory Margin to secure credit exposure. Specific margin rates are displayed on the Platform.

12.2. The Client must maintain sufficient margin coverage continuously. Inadequate margin requires immediate position reduction or funding; failure to do so authorizes Riyadex to liquidate positions.

12.3. The Company may transfer funds between a Client's sub-accounts or wallets to cover margin deficits.

12.4. Margin requirements are subject to adjustment without prior notice. Continuous account monitoring remains the Client's obligation.

12.5. Accounts reaching pre-defined Stop Out Levels will trigger automated position liquidation to restore required margin ratios.
12.6. Riyadex reserves the right to broaden spreads, reduce leverage, or alter margin rates during extreme volatility or low liquidity events.

12.7. Unencumbered Free Margin (up to 90%) may be withdrawn provided open positions maintain adequate coverage buffer.

12.8. Riyadex maintains full authority to offset negative balances across sub-accounts using available client funds.

13. Market Suspension; Delisting; Corporate Actions; Dividends

13.1. Market Suspension: Trading suspensions on underlying exchanges automatically halt trading in corresponding CFDs. Pending orders will execute upon market resumption based on available liquidity.

13.2. Delisting: Under underlying corporate delisting or insolvency, CFD positions will be liquidated at prevailing settlement prices determined by Riyadex.

13.3. Corporate Actions:

13.3.1. Riyadex may adjust account positions, trade quantities, or contract prices to reflect corporate adjustments (splits, mergers, rights issues) in good faith.

13.3.2. Clients are responsible for staying informed regarding corporate actions affecting held instruments.

13.3.3. The Company determines fair economic adjustments for takeover or restructuring events.

13.3.4. Open positions may be liquidated prior to corporate events to effect necessary portfolio adjustments.

13.3.5. Short selling restrictions may be imposed on instruments facing severe corporate downside risks.

13.3.6. Procedures for ex-dividend dates include closing positions at prior close and re-opening at market open, or applying direct cash adjustments.

13.3.7. Fractional entitlements resulting from corporate adjustments will be cash-settled.

13.3.8. Class action lawsuits concerning underlying assets create no operational obligation for Riyadex.

13.4. Dividends: Cash dividend adjustments are credited to long positions and debited from short positions held at the close of business preceding the ex-dividend date.

14. Events of Default

14.1. Each of the following occurrences constitutes an 'Event of Default':

a. Client fails to fulfill contractual obligations owed to Riyadex;
b. Insolvency, bankruptcy, winding-up, or debt restructuring proceedings are initiated against the Client;
c. Inability to meet financial liabilities as they mature, or failure to provide financial capacity assurances within 24 hours of request;
d. Inaccuracy or breach of representations and warranties under clause 31;
e. Client decease or legal incapacity;
f. Protective intervention deemed necessary under clause 14.2;
g. Directives issued by regulatory, statutory, or judicial bodies;
h. Client involvement in fraud, statutory violations, or regulatory breaches;
i. Non-compliance with South African legal mandates or relevant statutory frameworks;
j. Suspected involvement in money laundering, card fraud, terrorist financing, or failure to satisfy KYC requirements;
k. Commission of prohibited acts outlined in clause 5.2;
l. Deployment of abusive trading strategies (scalping, latency arbitrage, pip-hunting, news manipulation, or rate feed exploitation);
m. Fraudulent account registration;
n. Forgery or usage of compromised payment cards;
o. Improper service usage rendering agreement implementation impossible;
p. Account linkage to previously terminated or restricted accounts;
q. Application of unfair trading strategies aimed at exploiting system pricing mechanics;
r. Operational activity threatening Platform performance or integrity.

14.2. Upon an Event of Default, Riyadex may immediately, without prior notice, take action to: terminate the Agreement; cancel open positions; block Platform access; decline pending orders; reverse fraudulent transactions; confiscate abusive profits; retain funds to satisfy liabilities; initiate legal proceedings; revoke promotional credits; and consolidate sub-accounts.

14.3. Account balance disbursement following a client's death requires official legal grant documentation satisfactory to Riyadex.

15. Settlement of Transactions and Trade Confirmation

15.1. Transaction settlement occurs upon trade completion in accordance with standard market practice.

15.2. Account statements and confirmations provided electronically via the Platform are final and binding unless written objection is received within one (1) Business Day.

16. Prohibited Trading Techniques

16.1. Reverse engineering, security bypass attempts, or unauthorized system access will result in immediate account termination, profit forfeiture, and regulatory reporting.

16.2. Using artificial intelligence or automated tools designed to exploit system pricing mechanics is strictly banned. Violations empower Riyadex to block access, void trades, and confiscate revenues.

16.3. Software tools degrading server performance are forbidden. Terminated clients are prohibited from establishing new accounts.

16.4. Exploiting price feed errors, latency gaps, or off-market rates is prohibited. Riyadex reserves authority to adjust trade prices, restrict manual quotes, recover historic profits, and close accounts.

16.5. Internal hedging across multiple accounts, risk-free arbitrage, or deceitful trading practices render trades invalid and empower account freezing.

16.6. Insider dealing, market abuse, time manipulation, or multi-account spoofing is forbidden.

16.7. Systematic exploitation of delayed price feeds allows Riyadex to adjust spreads, impose manual pricing, void historical gains, and terminate services.

16.8. Riyadex maintains no duty to inform clients regarding changing market conditions; monitoring open positions remains the client's sole responsibility.

16.9. Clients agree to indemnify Riyadex against losses, legal fees, and operational expenses arising from unlawful software usage or prohibited trading practices.

16.10. Multi-account management utilities (MT4/MT5 Multiterminal) may only be utilized for client-owned sub-accounts.

16.11. Managing third-party trading accounts requires prior express written consent from Riyadex.

16.12. Operational usage of Expert Advisors or Trailing Stops is executed entirely at client risk. Riyadex reserves authority to disable algorithmic features causing technical disruption.

17. Market Data

17.1. Market data displayed on the Platform is indicative, proprietary, and strictly for personal execution use. Redisplaying or redistributing data is prohibited.

17.2. Riyadex may audit market data usage and revoke data feeds at its discretion.

17.3. CFD price quotes are generated by Riyadex and may differ from external market feeds. Proprietary pricing cannot be redistributed.

18. Client Money Handling Rules

18.1. Client monies are held in designated segregated trust/escrow bank accounts separated from corporate funds as required under statutory client money regulations.

18.2. Client funds may be transferred to intermediate brokers, clearing houses, or liquidity venues to satisfy transaction margin requirements. Full ownership transfers apply for margin collateral, rendering clients general creditors in insolvency events.

18.3. Accepting these terms authorizes Riyadex to make account deposits and withdrawals for trade settlements and fee payments.

18.4. Riyadex bears no liability for the insolvency or default of banking institutions holding client funds.

18.5. Merchant accounts may be maintained with regulated payment institutions to handle client transaction processing.

18.6. Client monies may be transferred to corporate successors with 15 Business Days prior written notice.

18.7. Riyadex retains a general lien over client funds until all outstanding financial liabilities are satisfied.

19. Client Accounts, Deposits and Withdrawals

19.1. Riyadex establishes dedicated Trading Accounts enabling order execution in approved instruments.

19.2. Account types and operational parameters are detailed on the Company website.

19.3. Demo accounts simulate real trading conditions. Inactive demo accounts are automatically purged after 60-90 days.

19.4. Minimum initial deposit requirements must be satisfied prior to account activation.

19.5. Deposits are accepted via approved payment channels in accepted currencies.

19.6. Riyadex may request source-of-funds verification and decline deposits or freeze accounts if money laundering or fraud is suspected.

19.7. Deposit tracking investigations requested by clients are subject to third-party bank search fees.

19.8. Withdrawals are processed upon receiving official client instructions via approved channels.

19.9. Withdrawal requests are processed within 1 to 5 Business Days provided identity verification, destination account matching, and minimum Free Margin requirements are satisfied.

19.10. Third-party or anonymous deposits and withdrawals are strictly prohibited.

19.11. Detailed withdrawal parameters and fees are governed by the Withdrawal Policy published online.

19.12. Riyadex reserves authority to decline specific withdrawal channels and suggest alternatives.

19.13. All third-party remittance and banking transaction charges are debited from the Client Account.

19.14. Riyadex assumes no responsibility for banking processing delays standard to financial clearing networks.

19.15. Internal account fund transfers are executed subject to internal risk controls.

19.16. Clients assume full responsibility for submitting accurate banking details for remittance processing.

19.17. Banking errors committed by Riyadex will be corrected; client error losses remain uncompensated.

19.18. Payment chargebacks or payment reversals trigger immediate account freezing, position liquidation, fee recovery, and contract termination.

20. Security Interests Liens or rights of Set off

20.1. Riyadex maintains a general legal lien and security interest over all client funds and assets held until all financial obligations are satisfied.

20.2. The Company retains express rights to set off negative account balances against positive balances in other sub-accounts or wallets.

20.3. Margin Lending:

- 20.1.1. Assets may be force-sold to cover maintenance margin deficiencies without client consent.
- 20.1.2. Margin call notices are provided as a courtesy; liquidation may occur without prior contact.
- 20.1.3. Clients cannot select which portfolio assets are liquidated to satisfy margin calls.
- 20.1.4. Maintenance margin requirements may be increased immediately without advance written notice.
- 20.1.5. Margin loan balances are repayable ON DEMAND, including accrued interest and collection expenses.
- 20.1.6. Margin trading involves substantial risk; market losses can exceed total deposited capital.

21. Currency Conversions

21.1. Account deposits in non-base currencies will be converted at prevailing commercial exchange rates, subject to standard conversion mark-ups.

21.2. Card deposits in exotic currencies incur a fixed 3% conversion spread; standard currencies (USD, EUR, GBP, ZAR) incur no conversion surcharge.

21.3. Riyadex disclaims liability for financial losses caused by floating currency market rates.

22. Trading Signals

22.1. Third-party trading signals displayed on the Platform are provided strictly to eligible clients under specific criteria.

22.2. Signals do not constitute financial advice or investment recommendations. Riyadex does not guarantee signal accuracy or complete execution.

22.3. Historical performance metrics do not guarantee future trading outcomes.

22.4. Clients accept sole responsibility for evaluating and acting upon trading signals.

22.5. Riyadex bears no liability for signal transmission delays, alert dropouts, or trade losses.

22.6. Signal distribution services may be modified or withdrawn at any time.

23. Language

23.1. The official legal language of Riyadex is English. Non-English translations are for informational convenience only and hold no legal standing.

24. Communications and Written Notices

- 24.1. Client telephone support is available during published business operational hours.
- 24.2. Written communications must be directed using contact details published on the official web portal.
- 24.3. Riyadex contacts clients using registered contact details; clients must update contact alterations immediately.
- 24.4. Valid Written Notice methods include email, platform messaging, courier, or postal mail.
- 24.5. Notices are deemed received: email (1 hour post-sending); platform mail (immediately); post (7 days); courier (upon delivery signature); web posting (1 hour).

24.6. Company notices received outside business hours are deemed processed on the following Business Day.

25. Privacy and Data Protection

25.1. Personal data is managed in strict accordance with the Company Privacy Notice, forming an integral component of this Agreement.

25.2. Riyadex maintains no duty to disclose internal business information absent statutory mandates.

25.3. Client data may be disclosed to regulatory or enforcement authorities as required by legal mandates.

25.4. Electronic communications and phone calls are recorded for quality assurance, compliance, and legal evidence purposes.

25.5. Personal information is processed in compliance with the Protection of Personal Information Act 4 of 2013 ('POPIA') and international data protection standards. Clients consent to cross-border data transfers necessary for processing services.

26. Service Variations

26.1. Riyadex may upgrade trading accounts, convert platform modules, or enhance services provided no additional cost is imposed on the Client.

27. Amendments to the Client Agreement

27.1. Riyadex reserves authority to amend these Terms and Conditions upon issuing five (5) Days Written Notice. Statutory regulatory updates take effect immediately.
27.2. Non-material modifications or supplementary policy updates may take effect immediately without advance notice.

28. Termination and Results of Termination

28.1. Clients may terminate the Agreement at any time via written notice. Riyadex may terminate by issuing three (3) Business Days Written Notice.

28.2. Immediate agreement termination without prior notice applies upon an Event of Default.

28.3. Termination does not extinguish pre-existing contractual liabilities, accrued fees, or pending trade settlements.

28.4. All outstanding liabilities become immediately due and payable upon contract termination.

28.5. Prior to termination, clients must close all open positions; unclosed trades will be liquidated by Riyadex at prevailing market prices.

28.6. Riyadex reserves rights to restrict withdrawals during termination to satisfy pending obligations.

28.7. Upon termination, Riyadex may close accounts, consolidate balances, execute currency conversions, and disburse remaining unencumbered funds to verified client bank accounts.

29. Force Majeure

29.1. A 'Force Majeure Event' includes: acts of war, terrorism, civil unrest; natural disasters; labor strikes; market suspensions or regulatory trading bans; government moratoriums; telecommunications breakdowns; extreme market volatility; or financial institution defaults.

29.2. Upon a Force Majeure Event, Riyadex may without notice: suspend agreement terms; adjust trading leverage or margin rates; alter execution pricing; reject orders; close open positions; or shut down systems.

29.3. Riyadex disclaims liability for performance delays or losses resulting directly from Force Majeure events.

30. Limitations of Liability and Indemnity

30.1. General research commentary is provided without liability absent gross negligence or intentional fraud.

30.2. Riyadex accepts no liability for losses caused by system disruptions, technical outages, market slippage, unauthorized credential usage, force majeure events, or third-party acts.

30.3. Clients agree to fully indemnify Riyadex, its officers, and employees against all claims, losses, legal costs, and liabilities arising from contract breaches or unauthorized service usage.

30.4. Clients shall hold Riyadex harmless against liabilities arising from order execution executed under valid account credentials.

30.5. Consequential, special, or indirect damages (including lost profits or opportunity costs) are explicitly excluded.

30.6. Total cumulative liability of Riyadex is strictly capped at total service fees paid by the specific Client.

30.7. Riyadex is not required to share confidential information obtained through separate corporate activities.

31. Representations and Warranties

31.1. The Client warrants and guarantees that:
a. They are at least 18 years old or possess legal contractual capacity under applicable law;
b. They possess sound mental capacity to execute independent financial decisions;
c. No statutory or religious restrictions bar their financial trading activity;
d. Trading activities do not breach local laws or external legal contracts;
e. Platform access is utilized strictly for personal account management;
f. Full legal authority exists to enter into this Agreement and execute transactions;
g. Registration details provided are authentic, complete, and accurate;
h. They act strictly as Principal and not as trustee or agent for third parties;
i. KYC and registration documentation supplied is genuine and verified;
j. Trading risks, leveraged derivative structures, and loss potentials are fully understood;
k. Independent financial advice has been obtained where trading risks were unclear;
l. Financial leverage involves severe loss risks, including potential loss of total invested capital;
m. Historical performance data provides no guaranteed forecast of future outcomes;
n. CFD asset valuations fluctuate dynamic market rates;
o. Speculative financial trading carries inherent risks of rapid capital loss;
p. General Risk Disclosures have been read, understood, and fully accepted;
q. Changes in financial capacity or contact data will be reported immediately;
r. They maintain no employment or corporate affiliation with Riyadex or its affiliates;
s. Agreement terms have been thoroughly read, comprehended, and accepted;
t. Deposited funds belong solely to the Client, free of encumbrances, and derive from legitimate sources;
u. Politically Exposed Person ('PEP') status is accurately disclosed;
v. They do not hold citizenship or residence in restricted non-serviced jurisdictions;
w. They are not 'US Persons' under IRS reporting rules, agreeing to report residential changes immediately;
x. Agreement disclosures provided electronically via website or email are accepted;
y. Telecommunications infrastructure required for terminal connection is independently maintained;
z. Terminal security measures against computer viruses are properly implemented;
aa. Communication facilities will not be used for abusive, unlawful, or harassing conduct;
bb. Services will be utilized in good faith without deceitful intent;
cc. Conduct damaging the public reputation of Riyadex is strictly avoided;
dd. Continuous internet access is maintained to receive electronic policy notifications.

32. Complaints and Disputes

32.1. Formal client complaints must be submitted in writing via email to complaints@riyadex.co.za or through official client portal channels. Complaints will be handled promptly under the Riyadex Complaints & Dispute Resolution Framework provided at onboarding.

33. Applicable and Governing Law and Applicable Regulations

33.1. This Client Agreement and all contractual relations hereunder are governed exclusively by the laws of the Republic of South Africa.

33.2. Transactions are subject to South African statutory regulations and FSCA supervisory rules. Mandatory compliance measures taken by Riyadex bind the Client.

33.3. Rights and remedies available to Riyadex under this Agreement are cumulative and supplement general legal rights.

34. Severability

34.1. If any provision of this Agreement is held invalid or unenforceable by a court or regulator, such clause shall be severed without invalidating remaining contractual provisions.

35. Non-Exercise of Rights

35.1. Failure or delay by either party to enforce strict contract compliance does not constitute a waiver of legal rights or remedies.

36. Assignment

36.1. Riyadex may assign, transfer, or novate rights and obligations under this Agreement to corporate successors upon providing 15 Business Days Written Notice.

36.2. In transfer scenarios, client records, money, and account files may be transferred subject to 7 Business Days Written Notice.

36.3. Clients cannot assign or transfer contractual rights or obligations without prior express written consent from Riyadex.

36.4. Third parties maintain no enforcement rights under this Agreement.

37. Authorised Representative

37.1. Appointment of an Authorized Representative requires formal written application and approval by Riyadex.

37.2. Riyadex accepts representative instructions until receiving written revocation notice.

37.3. Representative revocation requires five (5) days advance written notice.

37.4. Riyadex may refuse representative instructions to preserve client interests or regulatory compliance.

37.5. Authorized Representatives act independently; Riyadex does not monitor or supervise representative trading decisions.

38. Multiple Account Holders

38.1. Joint account holders bear joint and several financial liabilities. Instructions or notices issued by or to one joint owner bind all account holders.

38.2. Upon the death of a joint account holder, account funds accrue to surviving account holders.

39. Fees applicable to the Services and Taxes

39.1. Services incur spread costs, execution commissions, financing charges, and administrative fees detailed in the online Fee Schedule.

39.2. Variable spreads fluctuate based on underlying market liquidity and volatility conditions without fixed caps.

39.3. Fixed or percentage execution commissions apply to specified asset classes.

39.4. Overnight financing swaps apply to open positions held past server rollover (23:59). Weekend swaps are triple-charged on Wednesdays/Fridays.

39.5. Daily swap debits or credits are converted automatically into the base Account Currency.

39.6. Swap rates vary according to interbank funding markets. Outstanding fee liabilities may be set off against client funds.

39.7. Clients confirm review and acceptance of all fee schedules prior to trading.

39.8. Clients assume sole accountability for calculating, reporting, and remitting personal tax liabilities arising from trading gains.

39.9. Statutory US/UK transaction levies or tax withholdings will be debited directly from Account Balances where applicable.

39.10. Trading US equity CFDs requires executing mandatory US Tax Forms (W-8BEN) upon request.

39.11. Failure to supply requested US Tax Forms empowers Riyadex to liquidate US equity holdings.

39.12. Stamp duties and statutory document charges arising from contract execution remain the client's obligation.

40. Bonus and Promotions

40.1. Promotional bonus funds are provided strictly for trading purposes and cannot be directly converted into cash.
40.2. Specific promotion terms will be published prior to offer activation.
40.3. Riyadex reserves authority to alter or cancel promotional offers at any time without advance notice.

41. Administration fee, Dormant Accounts, Archived Accounts and Terminated Accounts

a) Accounts lacking trading activity for six (6) consecutive months incur a monthly inactive administration fee of USD 10 (or ZAR equivalent).
b) Accounts inactive for twelve (12) consecutive months are classified as Dormant and deactivated. Reactivation requires updating KYC identification records.
c) Unclaimed dormant balances remaining over six (6) years may be donated to registered charitable organizations at the Company's discretion.
d) Funded accounts showing zero operational activity for six (6) months following initial deposit may be terminated and refunded.
e) Terminated accounts with balances below USD 50 incur a closing administration fee equal to the remaining balance.
f) Terminated accounts with balances exceeding USD 50 incur an administrative handling fee up to USD 50 where fund return is unfeasible.
g) Suspended account balances remaining unclaimed for six (6) years may be donated to charitable organizations.
h) Zero-balance accounts inactive for 180 consecutive days are permanently archived and cannot be restored.

42. General Provisions

42.1. Headings are inserted for reference convenience only and do not affect legal interpretation.

42.2. Singular terms include the plural and vice versa; gender references encompass all legal entities.

42.3. References to legislation encompass statutory amendments, enactments, and subordinate regulations.

42.4. Terms such as 'including' or 'in particular' operate illustratively without limiting surrounding scope.

42.5. Joint account obligations bind all registered account owners jointly and severally.

42.6. Invalidation of any individual clause does not impair the legal validity of remaining contract terms.

42.7. Failure to exercise contractual remedies does not constitute a legal waiver of future enforcement rights.

42.8. No third-party beneficiary rights are created under this Agreement.

42.9. Nothing herein establishes a partnership, fiduciary trust, or joint venture between the Client and Riyadex.

42.10. Clients acquire no security interest or legal charge over Riyadex corporate assets.

42.11. This Client Agreement constitutes the entire legal agreement between Riyadex and the Client, superseding all prior discussions.

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43. Interpretation of Terms

43.1. Key definitions governing this Agreement:

- 'Access Data': Confidential login details, passwords, user IDs, and account numbers required to access the Platform or issue telephone trading instructions.
- 'Account Opening Application Form': Registration forms completed by clients to apply for trading services and satisfy KYC requirements.
- 'Affiliate': Any corporate entity directly or indirectly controlling, controlled by, or under common ownership with Riyadex.
- 'Agreement': These Terms and Conditions together with all policy schedules, disclosure documents, and published amendments.
- 'Applicable Regulations': Rules issued by the FSCA, governing market regulations, statutory laws, and exchange guidelines in force.
- 'Ask': The higher quote price at which clients may purchase or open long positions.
- 'Authorised Representative': An individual formally approved under clause 37 to manage account instructions.
- 'Balance': The total net equity remaining in a Client Account after trade settlements, deposits, withdrawals, and adjustments.
- 'Base Currency': The primary currency in a currency pair against which the quote currency is priced.
- 'Bid': The lower quote price at which clients may sell or open short positions.
- 'Business Day': Any operational weekday excluding South African public holidays or weekends.
- 'Client': Any natural or legal person approved to utilize Riyadex trading services.
- 'Client Account': The unified personalized account structure comprising sub-accounts, wallets, and trade histories.
- 'Closed Position': A finalized financial trade offset by an equal counter-transaction.
- 'Company': Riyadex Financials (Pty) Ltd, Reg No. K2021775225, regulated by the FSCA as an FSP and ODP, registered at 1 Edgemere Road, Elfindale, Cape Town, 7945, South Africa.
- 'Completed Transaction': A paired buy-and-sell or sell-and-buy CFD trade.
- 'Contract for Differences (CFD)': A cash-settled derivative financial instrument tracking underlying asset price movements.

- 'Corporate Action': Restructuring events (splits, mergers, rights issues, dividends) affecting underlying financial assets.
- 'Currency of the Client Account': The primary base currency denomination of the Client Account.
- 'Currency Pair': Two exchange currencies forming the underlying asset of a foreign exchange CFD.
- 'Domestic Prominent Influential Person': Individuals holding prominent public functions within South Africa under statutory definitions.
- 'Equity': Net account balance adjusted for real-time unrealized profits or losses on open positions (Equity = Balance + Floating P/L).
- 'Essential Details': Mandatory order parameters required to execute trades (asset, size, direction, price).
- 'Event of Default': Any contractual breach or default condition specified in clause 14.1.
- 'Expert Advisor': Automated algorithmic trading software operating within terminal software.
- 'Financial Institution': Regulated banking institutions, clearing houses, brokers, or liquidity providers.
- 'Financial Instrument': Financial products, CFDs, and securities authorized under Riyadex's FSCA license.
- 'Floating Profit/Loss': Real-time unrealized valuation gains or losses on open positions.
- 'Force Majeure Event': Uncontrollable events outlined in clause 29 disrupting normal business operations.
- 'Foreign Prominent Public Official': Individuals holding prominent public functions in foreign jurisdictions.
- 'Free Margin': Available balance unencumbered by open trade collateral (Free Margin = Equity - Necessary Margin).
- 'FSCA': The Financial Sector Conduct Authority of South Africa.
- 'FSCA Rules': Conduct guidelines, directives, and regulatory frameworks published by the FSCA.
- 'Initial Margin': Mandatory collateral required to open a new financial position.
- 'Hedged Margin': Reduced margin required to maintain offsetting long and short positions.
- 'Introducer': Third-party entities referring clients to Riyadex under partner agreements.
- 'Lending Maintenance Margin Requirements': Minimum equity thresholds required to maintain margin financing loans.
- 'Long Position': A buy transaction benefiting from underlying market price increases.
- 'Margin': Required guarantee funds held to maintain open position exposure.
- 'Necessary Margin': Mandatory balance collateral required to preserve active open positions.
- 'Open Position': An active, unliquidated financial market trade.
- 'Order': Formal client instructions transmitted to execute market transactions.
- 'Parties': Riyadex Financials (Pty) Ltd and the registered Client.
- 'Payment Wallet(s)': Internal account wallets facilitating fund management and sub-account transfers.
- 'Platform' / 'Trading Platform': Hardware, software, and online trading facilities provided by Riyadex.
- 'Politically Exposed Persons (PEP)': Individuals holding prominent public roles, family members, or close associates.
- 'Potential Client': An applicant undergoing identity registration prior to full account approval.
- 'Quote': Live Bid and Ask market prices transmitted for tradable instruments.
- 'Scalping': Ultra-short-term trading seeking minor price fluctuations.
- 'Securities': Equities, debentures, bonds, or investment instruments issued by corporate or legal entities.
- 'Services': Financial execution, trading facilities, and account services delivered by Riyadex.
- 'Slippage': Execution price variances occurring between order request and order execution.
- 'Spread': The numerical price gap between current Ask and Bid quotes.
- 'Swap or Swap Rate': Overnight financing interest adjustments applied to positions held past daily rollover.
- 'Trading Account': A unique account partition utilized to place market orders and hold open trades.
- 'Trailing Stop': Dynamic stop-loss parameters following market price movements in profitable directions.
- 'Transaction': Financial operations executed within account facilities (deposits, trades, withdrawals).
- 'Third Party': External vendors, banking institutions, or liquidity venues engaged by Riyadex.
- 'Underlying Asset': The benchmark financial security, index, commodity, or currency pair underlying a CFD contract.
- 'Website': Official web domains owned and operated by Riyadex Financials (Pty) Ltd.