



CUSTOMER SERVICE AGREEMENT

2024

CUSTOMER SERVICE AGREEMENT

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

of the one hand: MOT Forex LLC (www.motforex.com), a provider of forex trading account opening service (hereinafter referred to as "**Service Provider**"); and

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

The Parties hereto agree as follows:

ONE. GENERAL PROVISIONS

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

TWO. TERM

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

THREE. RIGHTS AND OBLIGATIONS OF CUSTOMER

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

- 3.2.6. use only trading account in its name when participate in the trading, undeceive and prevent fraud;
- 3.2.7. authorize Service Provider to deduct the service fee from its trading account without notice;
- 3.2.8. be fully responsible for the effect of trading loss and pay personal income tax from its earning;
- 3.2.9. maintain confidentiality of all personal data, including its account, user name and password to <https://www.motforex.com> and email address, not disclose or send to others and not take any and all unsafe actions such as accessing to suspicious link or site;
- 3.2.10. immediately call Customer Service Center at 7222-2200 or send email to support@motforex.com, if discovers that any third person accesses to its account without consent or uses its password.

FOUR. RIGHTS AND OBLIGATIONS OF SERVICE PROVIDER

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

FIVE. SERVICE FEE

- 5.1. Service Provider shall charge the following service fee:

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

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

SIX. TERMINATION

- 6.1. Service Provider is entitled to end the Agreement, at its sole and absolute discretion, based on the following grounds:

- 6.1.1. Customer's non-performance of his/her obligation under the Agreement;
- 6.1.2. Customer's illicit enrichment using trading platform and Service Provider's system failure;
- 6.1.3. failure to meet the requirements in Article 4.2.3 of the terms of service is proved;
- 6.1.4. terminate the Agreement at its sole and absolute discretion, if restrictive measures are required when checked trading records of Customer;
- 6.2. In the following cases, Customer shall request to end the Agreement:
 - 6.2.1. Service Provider's non-fulfillment of his/her obligation under the Agreement;
 - 6.2.2. End the Agreement on its initiative.

SEVEN. WARRANTY

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

EIGHT. NOTICE

- 8.1. Service Provider shall send a notice relating to its business operation, this Agreement and Terms of Service through the following channels:
 - 8.1.1. Facebook - <https://www.facebook.com/motfxofficial/>;
 - 8.1.2. Telegram - <https://t.me/+blQ9UVTHbFE3MWM1>;
 - 8.1.3. Web - <https://www.motforex.com>;
 - 8.1.4. Instagram - <https://www.instagram.com/motfxofficial/>.
- 8.2. Service Provider shall notify the followings concerning to its business operation:
 - 8.2.1. amendments/modifications to the Agreement and Terms of Service;
 - 8.2.2. service-related discount or bonus offers;
 - 8.2.3. temporary downtime, or maintenance due to technical failure.
- 8.3. Any notice sent or given shall become effective from the moment informed through the information channels specified in Article 8.1 of this Agreement and it shall be deemed to have been accepted if no comments or complaints received from Customer within 1 Business Day.
- 8.4. Service Provider shall not send notice through channels except those specified in Article 8.1 of this Agreement and Customer shall obtain information from the official channels and ensure its safety.

NINE. RESPONSIBILITY

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

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

TEN. FORCE MAJEURE

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

ELEVEN. MISCELLANEOUS

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

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www.motforex.com
support@motforex.com