



CFIX Terms and Conditions

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CFIX Virtual Assets Broker & Dealer Services L.L.C S.O.C

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1. WELCOME TO CFIX

C F I X VIRTUAL ASSETS BROKER & DEALER SERVICES L.L.C S.O.C ("CFIX", "We", "Us") is a newly formed crypto broker-dealer based in the UAE, functioning under the regulatory framework set by the Dubai Virtual Assets Regulatory Authority (VARA) – holding a registered Trade License Number (**1501218**). The company is incorporated in the United Arab Emirates, with its registered office located at **Office 1824, Park Lane Tower, Business Bay, Dubai, UAE**. As a Broker-Dealer, the Company focuses exclusively on providing services related to and Spot in compliance with VARA's regulatory framework.

CFIX provides a web-based platform (the "Site") that serves as a gateway to various products, services, and relevant information related to digital asset trading. While the Site facilitates access to decentralized financial applications, it is important to note that CFIX itself does not directly offer or provide any financial products or services. All products and services accessible through the Site are exclusively owned, managed, and operated by independent third-party service providers. By using the Site and associated platforms, you acknowledge and agree to these terms and accept any additional requirements imposed by third-party service providers.

2. INTRODUCTION

This document constitutes a legally binding "Terms of Service Agreement" (the "Agreement") between you and CFIX, outlining the terms under which you may access and utilize the Site. It is essential that you carefully review these terms. By accessing or using the Site, you confirm that you have read, understood, and agreed to this Agreement in full, along with our Privacy Policy. If you do not agree with these terms, you must

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discontinue use of the Site immediately.

3. IMPORTANT NOTICE

This Agreement governs your use of the Site and includes provisions regarding dispute resolution. The Site is accessible only to those who fully accept these terms.

It is important to clarify that CFI X functions solely as an operator of its blockchain infrastructure and does not provide, endorse, or control any financial products or services offered on the platform. All products and services available through the Site are exclusively operated by third-party service providers.

Furthermore, trading in digital assets, including OTC and spot transactions, carries inherent risks. The value of digital assets can be highly volatile, and losses may be substantial. By using the Site, you acknowledge that CFI X and its associated entities bear no liability for any losses incurred due to your trading activities.

Explicit Reference to VARA Licensing Status

CFIX is licensed and regulated by the Dubai Virtual Assets Regulatory Authority (VARA). These Terms are governed by the applicable provisions of the VARA Rulebooks and the Virtual Assets and Related Activities Regulations 2023.

4. ELIGIBILITY

To access or use the Site, you must have the legal capacity to enter into a binding agreement. You confirm that you are at least 18 years old or of the legal age of majority in your jurisdiction, whichever is higher. You further confirm that you have the authority to enter into this Agreement on behalf of yourself or any legal entity you represent.

Additionally, you declare that you are not:

- Subject to economic or trade sanctions enforced by any government authority.
- Included on any list of restricted or prohibited parties (such as those maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control).
- A resident or citizen of a jurisdiction subject to comprehensive international sanctions.
- Can we add a point: A resident or citizen of the United States (some people hide his and by adding this clause would be better for us?)

Your use of the Site must comply with all applicable laws and regulations, and you agree not to engage in any unlawful activities while using the Site.

Classification of Digital Assets

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Digital assets offered via the Site may not be considered financial instruments or securities under UAE law.

Users should independently determine whether any asset they transact in falls within regulatory classifications requiring registration or licensing in their jurisdiction.

Client Classification Disclosure

By using the Site, you acknowledge that CFI X may classify you as a Retail or Qualified Investor based on the information you provide. Your classification affects your access to certain products, disclosures, and protections under VARA regulations.

Disclosure of Token Classification Framework

CFIX applies VARA's token classification framework, which includes Fully Regulated Virtual Assets (FRVAs), Asset-Referenced Virtual Assets (ARVAs), Category 2 tokens, and Exempt Virtual Assets. These classifications may affect your access to certain assets or services.

Disclosure of Token Risk Ratings

CFIX publishes a Supported Asset Summary that includes risk ratings (Low/Medium/High) and liquidity tiers (A/B/C) for each Virtual Asset. This summary is available on the CFI X website and updated quarterly.

Jurisdictional Restrictions – U.S. Persons

You confirm that you are not a U.S. Person, as defined under applicable U.S. securities laws, and that you are not accessing the Site from the United States. CFI X does not offer services to U.S. residents or citizens.

5. AMENDMENTS TO THIS AGREEMENT

CFIX reserves the right to update or modify this Agreement at its sole discretion. Any changes will be indicated by updating the date at the top of the Agreement and maintaining a current version on the Site. All modifications take effect immediately upon publication. Continued use of the Site signifies your acceptance of any revised terms. If you do not agree with any updates, you must cease using the Site.

6. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights related to the Site and its content, including but not limited to software, text, images, trademarks, and proprietary designs, are owned by CFI X or its licensors.

However, CFI X does not own or control the underlying software protocols governing digital assets accessible through the Site. These protocols are generally open-source, meaning anyone may use, modify, or distribute them. CFI X assumes no responsibility for the operation, security, or continued availability of these protocols.

By using the Site, you acknowledge that digital asset protocols may be subject to changes that could impact

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your holdings.

You agree to comply with all applicable laws when using the Site. You are strictly prohibited from:

- Copying, modifying, distributing, or reselling any Site content.
- Using automated tools (e.g., bots, scrapers) to access or manipulate the Site.
- Bypassing security features, reverse engineering, or altering any part of the Site.
- Engaging in any activity that compromises the integrity, security, or performance of the Site.

7. ADDITIONAL RIGHTS

CFIX reserves the right to:

1. Modify, enhance, or remove any aspect of the Site without prior notice.
2. Review, edit, or remove any content shared on the Site at its discretion.
3. Cooperate with law enforcement, regulators, or third parties requesting disclosure of user information in compliance with applicable laws.

8. PRIVACY

When you use the Site, CFIX collects limited data, including blockchain wallet addresses, transaction hashes, and digital asset identifiers. CFIX does not collect personally identifiable information such as names or other direct identifiers.

However, CFIX may use third-party analytics services, such as Google Analytics, which may collect additional data independently. Users should review the privacy policies of these third parties to understand how their information is handled.

By using the Site, you acknowledge and consent to CFIX's data collection practices, including the use of blockchain analytics tools to prevent fraudulent or illicit activities. CFIX only retains collected information for as long as necessary to fulfill security and compliance obligations.

Please be aware that transactions conducted on public blockchains, such as Ethereum, are inherently transparent. CFIX has no control over the visibility of on-chain transaction details, and users should exercise caution when engaging in blockchain-based activities.

Consent for Personal Data

Consent Management: By accessing and using the Site, you expressly consent to the collection and use of blockchain wallet addresses, transaction hashes, and related metadata for purposes of compliance, risk management, and service improvement.

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You may withdraw your consent at any time through our DPO contact form or consent center. See our [\[Privacy Policy\]LINK](#) for more.

Cookie and Web Tracking Consent

CFIX uses essential and performance cookies, subject to your consent. By using the Site, you agree to our use of session tracking, analytics, and fraud detection cookies.

You may manage cookie preferences via your browser or the CMP (Consent Management Platform). See our [\[Cookie Policy\] LINK](#) for details.

Wallet Screening and Travel Rule Disclosure

CFIX uses blockchain analytics providers to screen wallet addresses against global sanctions and fraud lists.

In compliance with the FATF Travel Rule and UAE AML legislation, CFIX may transmit sender/recipient identity metadata to licensed VASPs or regulators.

These practices are in place to prevent financial crime and are described further in our Travel Rule & KYT Policy.

Disclosure of Automated Decision-Making

CFIX may use automated systems to assess transaction risk, detect fraud, or determine eligibility for certain services. You have the right to request human review of decisions that significantly affect your rights or access.

9. DATA ACCESS AND RETENTION

Access to Your Data & Recordkeeping

You may request a copy of your trading records, subject to identity verification and a 10-business-day response window.

Records are retained securely for a minimum of eight (8) years, as required by the UAE PDPL and VARA Company Rulebook.

CFIX reserves the right to restrict access in cases involving fraud or ongoing regulatory investigations.

Client Right to Access Proof-of-Reserves

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You may request a summary of CFI X's latest Proof-of-Reserves attestation. CFI X will provide such confirmation within 10 business days, subject to confidentiality and security constraints.

10. PROHIBITED ACTIVITIES

By accessing and using the Site, you agree not to engage in or attempt any of the following prohibited activities:

- **Intellectual Property Violations:** Engaging in activities that infringe upon copyrights, trademarks, service marks, patents, publicity rights, privacy rights, or other proprietary rights under applicable laws.
- **Cybersecurity Threats:** Any actions that compromise or interfere with the security, integrity, or proper functioning of computers, servers, networks, or other IT systems, including deploying viruses, malware, or executing denial-of-service attacks.
- **Fraudulent Conduct:** Engaging in deceptive or misleading practices, including submitting false or inaccurate information to unlawfully obtain assets or manipulate transactions.
- **Market Manipulation:** Participating in practices that undermine market integrity, such as wash trading, spoofing, or other prohibited trading activities under applicable laws and regulations.
- **Securities and Derivatives Violations:** Conducting transactions that violate applicable laws and regulations related to the trading of securities or derivatives.
- **Unlawful Activities:** Using the Site in any way that breaches applicable laws, rules, or regulations in jurisdictions where the broker-dealer operates.

11. NO INVESTMENT ADVICE AND NON-SOLICITATION

All transactions executed through the Site are considered self-directed and unsolicited. The broker-dealer does not provide investment advice or recommendations regarding any transactions.

The information available on the Site is for general informational purposes only and should not be interpreted as financial, investment, or legal advice. You are solely responsible for evaluating and determining whether any trading strategy or transaction aligns with your investment objectives, financial situation, and risk tolerance.

Disclosure of Execution Model

CFIX operates solely as an agent and does not act as a principal or counterparty in any transaction. All trades are executed on a matched or back-to-back basis with third-party liquidity providers.

12. NON-CUSTODIAL SERVICES AND NO FIDUCIARY RESPONSIBILITIES

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The broker-dealer does not offer custody services,

CFIX does not hold or safeguard client assets. All transactions are routed through third-party custodians or wallets under the client's control. CFIX does not assume fiduciary or custodial responsibility.

This Agreement does not create any fiduciary duties between the broker-dealer and its users. Any obligations owed to you are strictly those outlined within these Terms of Service.

Client Consent to Omnibus Wallet Custody

By using the Site, you consent to the use of omnibus wallets for the safekeeping of digital assets. Ownership is tracked via CFIX's internal ledger, and CFIX remains responsible for reconciliation and segregation.

13. COMPLIANCE OBLIGATIONS

By using the Site, you acknowledge and accept full responsibility for complying with all applicable laws and regulations relevant to your activities. The broker-dealer does not assume liability for ensuring your compliance with legal or regulatory requirements.

Regulatory Cooperation

CFIX fully cooperates with investigations or audits initiated by VARA or other UAE supervisory authorities. This may include secure disclosure of records, correspondence, and transactional audit trails in accordance with the applicable laws and procedures.

14. RISK DISCLOSURE AND ASSUMPTION OF RISK

By accessing and using the Site, you acknowledge the inherent risks associated with trading digital assets, including but not limited to:

- The volatility of digital asset markets, which may lead to significant fluctuations in asset values.
- The possibility of technical failures, including delays in trade execution, withdrawal restrictions, or blockchain congestion.
- The irreversible nature of blockchain transactions, which means errors or unintended transfers may result in permanent losses.
- The risk of encountering fraudulent digital assets, including counterfeit or misleading tokens.

You agree that the broker-dealer is not liable for any losses, including but not limited to financial losses, incurred while using the Site. By continuing to access and use the Site, you expressly assume these risks.

15. THIRD-PARTY CONTENT AND EXTERNAL LINKS

The Site may include references or links to third-party resources, products, or services that are not owned or controlled by the broker-dealer. The broker-dealer does not endorse or assume responsibility for any

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third-party content, promotions, or services. If you engage with such third parties, you do so at your own risk and subject to their respective terms and policies.

16. WAIVER OF CLAIMS

You acknowledge and accept all risks associated with using the Site and expressly release the broker-dealer from any liability, claims, or damages arising from your access and use of the platform.

17. TRADING HALTS AND SERVICE INTERRUPTIONS

In the event of extreme market conditions, cyber threats, or operational challenges, the broker-dealer may temporarily or permanently halt trading services. While reasonable measures are taken to prevent disruptions, the broker-dealer is not liable for losses resulting from trading suspensions, service delays, or system failures.

Withdrawal limits may be imposed due to regulatory, security, or anti-money laundering (AML) requirements. Additional security or compliance checks may also be required, which could affect the timing of transaction processing.

Disclosure of Withdrawal Freezes Due to Regulatory Orders

CFIX may freeze or delay withdrawals in response to regulatory orders, sanctions enforcement, or suspicious activity reviews. Clients will be notified unless prohibited by law.

18. INDEMNIFICATION AND LIMITATION OF LIABILITY

Indemnification

You agree to indemnify, defend, and hold harmless the broker-dealer, along with its officers, directors, employees, contractors, agents, affiliates, and subsidiaries, from any claims, damages, losses, liabilities, costs, or expenses arising from:

1. **Your Use of the Site** – Any actions you take while accessing or using the Site, including any resulting consequences.
2. **Breach of this Agreement** – Any violation of these Terms, infringement of third-party rights, or non-compliance with applicable laws and regulations.
3. **Unauthorized Use** – Any third party's use of the Site through your account, device, or with your assistance, regardless of whether you authorized it.

Exclusions of Liability

The broker-dealer assumes no liability for:

- Errors, inaccuracies, or omissions in content.

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- Any personal injury or property damage resulting from your use of the Site.
- Unauthorized access to or use of our servers, databases, or stored information.
- Service interruptions, including delays, failures, or disruptions of the Site.
- Malware, viruses, or other malicious software that may be transmitted through the Site.
- Any content loss or damage incurred from Site usage.
- The conduct of any third party, including defamatory, offensive, or illegal acts.

Limitations of Liability

Neither the broker-dealer nor its affiliates, service providers, officers, directors, agents, employees, or representatives shall be liable for:

- **Loss of Profits or Trading Gains** – Any actual or anticipated trading losses, lost revenue, or other financial damages, even if the broker-dealer was aware of the possibility.
- **Reputational or Business Losses** – Any loss of business opportunities, goodwill, or customer relationships.
- **Data or System Failures** – Any data corruption, hardware/software failures, or technical inaccuracies related to digital asset pricing or execution.
- **Incidental or Indirect Losses** – Any losses that do not stem directly from the broker-dealer's breach of this Agreement.
- **Excessive Damages** – Any damages exceeding those directly caused by the broker-dealer's breach of this Agreement.

In any case, the broker-dealer's total liability shall not exceed the greater of (a) the total fees you paid for accessing and using the Site or (b) USD \$100.00. This limitation applies regardless of the cause of action, including contract, tort, negligence, or strict liability.

Some jurisdictions may not permit certain liability exclusions or limitations. In such cases, the broker-dealer's liability shall be restricted to the maximum extent allowed by law.

Each provision in this section is independently enforceable and shall remain valid even if another provision is deemed unenforceable.

19. EXECUTION TIMEFRAMES AND PROCESSING LATENCY

Orders are processed via automated routing engines and may experience execution latency ranging from instantaneous to 2 seconds on average.

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In exceptional cases—such as blockchain congestion or liquidity-provider outages—processing times may be longer. CFIX does not guarantee execution speed but publishes indicative performance benchmarks on a regular basis.

Client Right to Request Trade Reconstruction

You may request a trade reconstruction report within 30 days of execution, including execution timestamp, venue, and pricing details. CFIX will respond within 10 business days.

20. NO WARRANTIES

Your use of the Site is entirely at your own risk. The Site is provided on an **"as is"** and **"as available"** basis without any express, implied, or statutory warranties. The broker-dealer, along with its officers, directors, employees, and agents, expressly disclaims:

- **Merchantability & Fitness for Purpose** – No guarantee that the Site is suitable for any specific purpose.
- **Accuracy & Reliability** – No assurance that the Site's content, data, or services are free of errors, reliable, or complete.
- **Security & Performance** – No warranty that the Site will be uninterrupted, timely, or error-free.
- **Third-Party Services** – No endorsement or responsibility for third-party products, services, or websites linked through the Site.

If you navigate away from the Site via a third-party link, these Terms no longer apply, and you should review the policies of the respective third-party websites.

21. RELEASE OF LIABILITY

You acknowledge that the broker-dealer is not responsible for the actions or conduct of third parties. To the extent permitted by law, you release the broker-dealer, its directors, officers, employees, and agents from any claims, damages, or disputes arising from third-party actions.

If your jurisdiction imposes specific limitations on liability waivers, the broker-dealer's liability shall be restricted to the smallest extent permissible by law. In any case, total liability shall not exceed the greater of (a) USD \$100.00 or (b) the total amount you paid for services in the past year.

The broker-dealer does not guarantee the accuracy or completeness of historical digital asset price data on the Site.

22. SUSPENSION, TERMINATION, AND ACCOUNT CANCELLATION

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Our Right to Suspend, Restrict, or Terminate Your Account

We reserve the right, at our sole discretion, to:

1. **Refuse, Block, Cancel, or Reverse Transactions** – Prevent the execution of, or reverse, any transaction you have authorized.
2. **Suspend, Restrict, or Terminate Access** – Limit, suspend, or terminate your access to the Site, including access to third-party services.
3. **Deactivate or Cancel Your Account** – Disable or close your account with immediate effect for any reason, including but not limited to:
 - Compliance with applicable laws, court orders, or regulatory requirements in any jurisdiction.
 - Suspected violations of this Agreement or any other policies applicable to your use of the Site.
 - Concerns regarding the accuracy or security of the information or data you have provided.
 - Suspected fraudulent, unauthorized, or unlawful activities, including but not limited to money laundering, terrorist financing, or other financial crimes.
 - Declined credit or debit card payments or other payment failures linked to your account.
 - Your account being subject to legal proceedings, investigations, or regulatory concerns that pose a heightened risk of non-compliance.
 - Any attempt to circumvent our security controls, misuse promotions, or open multiple accounts fraudulently.

23. TRANSACTION REFUSALS DUE TO INSUFFICIENT FUNDS

We may also refuse to process transactions where:

- There are insufficient funds or digital assets in your account to cover the transaction and any associated fees including withdrawal(blockchain fees).

Notice of Account Actions

If we suspend or terminate your account, we will notify you of the reason unless prohibited by law. If your account is suspended, we will restore access as soon as the underlying issue is resolved, but we are not obligated to reinstate any transaction at its original terms.

Discretionary Account Termination with Notice

We reserve the right to terminate or restrict your account without cause by providing one month's prior notice. You acknowledge that such decisions may be based on confidential risk management protocols,

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which we are not obligated to disclose.

Identity Verification for Withdrawals After Termination

If your account is suspended or terminated, we may require you to complete identity verification procedures before allowing you to withdraw any digital assets.

User-Initiated Account Cancellation

- You cannot cancel your account to evade an investigation or avoid financial obligations.
- Upon account cancellation, we may suspend pending transactions and hold funds until any funding reversal periods are complete.
- You remain responsible for all outstanding obligations and must convert any fiat balance to digital assets at prevailing exchange rates before transferring them out of your account.
- Any transactions in a pending state at the time of cancellation may be reversed or refunded at our discretion.

24. SECURITY OF YOUR DEVICES AND ONLINE SAFETY

- We are not responsible for any damage or disruptions caused by viruses, malware, phishing, or hacking attacks that may affect your devices.
- You should use reliable antivirus software and be cautious of phishing scams impersonating our communications.
- We will never ask for your 2FA codes or remote access to your device. If in doubt, always verify directly through the official Site.

Audit Logs

CFIX maintains cryptographically secure audit logs of user activity, including login events, API key usage, and transaction submission timestamps.

These records may be made available upon written request, subject to compliance and data protection considerations.

25. LIMITATION OF LIABILITY FOR BREACH

We shall not be liable for any failure or delay in fulfilling our obligations under this Agreement where such failure results from extraordinary and unforeseeable circumstances beyond our control, including but not limited to:

- Regulatory changes, legal mandates, or enforcement actions.

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- Cyberattacks, technical failures, or operational disruptions.
- Acts of war, terrorism, natural disasters, or force majeure events.

26. CONFLICT OF INTEREST MANAGEMENT

Conflicts of Interest Disclosure

CFIX has implemented a [\[Conflicts of Interest Policy\]](#) link to prevent unfair treatment or improper trading behavior by insiders or affiliated parties.

Conflicts are identified, documented, and mitigated via trade surveillance and employee disclosure requirements.

Disclosure of LP Incentives and Conflicts

CFIX may receive rebates or incentives from liquidity providers. These arrangements are disclosed in CFIX's Conflict of Interest Policy and do not influence execution quality or client treatment.

27. COMPLAINTS AND DISPUTE RESOLUTION

If you have any complaint or dispute related to your use of the Site, you may contact CFIX at support@cfix.ae. We will acknowledge your complaint within two business days and aim to resolve it within 15 business days. Unresolved disputes may be escalated to the Dubai Virtual Asset Regulatory Authority (VARA) as the relevant competent authority.

See our [\[Complaints Handling Policy\]](#) LINK for full details.

Governing Law and Jurisdiction

These Terms are governed by the laws of the United Arab Emirates and the regulatory framework of the Dubai Virtual Assets Regulatory Authority (VARA). Any disputes shall be subject to the exclusive jurisdiction of the Dubai International Arbitration Centre (DIAC), unless otherwise mandated by VARA. The seat shall be Dubai – UAE and the Language is English

Disclosure of Complaint Escalation Path

If you are dissatisfied with CFIX's resolution, you may escalate your complaint to the Dubai Virtual Assets Regulatory Authority (VARA) via its official portal. CFIX will cooperate fully with any regulatory investigation.

28. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and us concerning your use of the Site. They supersede all prior agreements, understandings, and communications—whether written or oral—related to the subject matter herein.

By clicking “I Agree,” creating an account, or otherwise accessing the Site, you confirm that you have read, understood, and accepted these Terms in full. This constitutes a legally binding agreement between you and CFIX.

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