

PINEX CAPITAL

GENERAL TERMS AND CONDITIONS (“GTC”) – DETAILED VERSION

These GTC apply to all services (“Services”) provided by Pinex Capital (hereinafter “Pinex Capital,” “we,” “us,” or “Provider”), primarily via the website www.pinexcapital.com (the “Website”). Please read these provisions carefully. You may not use our Services if you do not fully understand or accept these GTC—or any part thereof.

1. INTRODUCTORY PROVISIONS

1.1. Contractual Partner and Scope

1.1.1. These GTC govern the contractual relationship between Pinex Capital and you (“Customer” or “you”) regarding the use of all Services offered by Pinex Capital.

1.1.2. The Services notably include training and educational materials, evaluations (Two-Step Challenge, Instant Funding, etc.), analytical services, simulated trading accounts (“demo accounts”), and/or other add-on services (“Add-Ons”).

1.1.3. The **contract language** is German. Even if we provide additional language versions (e.g. English), the **German version** alone shall be decisive in cases of doubt.

1.2. Conclusion of Contract

1.2.1. The contract between Pinex Capital and the Customer is concluded as soon as the Customer registers on the Website or orders a Service and Pinex Capital confirms this order or registration (e.g., by email).

1.2.2. These GTC become part of the contract upon confirmation or by using the Services.

1.3. Minimum Age and Restrictions

1.3.1. Our Services are only available to persons over the age of 18.

1.3.2. Furthermore, you may only use the Services in countries where such services are legally permissible.

1.4. Excluded Jurisdictions

1.4.1. We do **not** accept customers from Russia, Cuba, Sudan, Somalia, Iran, Lebanon, Syria, North Korea, Libya, and Vietnam (“Restricted Jurisdictions”), as well as other regions published on our Website.

1.4.2. If you violate these requirements or are subject to international sanctions, we reserve the right to immediately suspend or terminate your account.

1.5. No Offer of Financial Services

1.5.1. Pinex Capital is **not** a broker, investment advisor, or financial services provider within the meaning of the German Securities Trading Act (WpHG) or comparable regulations.

1.5.2. All displayed accounts with virtual balances serve **exclusively educational and training purposes** in a simulated environment.

1.6. No Investment Advice

1.6.1. We do **not** provide any individualized investment recommendations or risk advice for real trading decisions. All trades you execute in the simulated environment are at your own risk and do **not** constitute a recommendation to replicate such trades in real-life markets.

1.7. Relationship to Consumer Protection Regulations

1.7.1. If you are a consumer pursuant to Sec. 13 BGB (German Civil Code), you are entitled to the mandatory rights under the applicable statutory provisions (e.g. BGB, distance selling law, GDPR).

1.7.2. Any provisions in these GTC intended exclusively for entrepreneurs will be marked accordingly.

1.8. KYC-/AML-/CTF Checks

1.8.1. As part of Know-Your-Customer (KYC) processes, Pinex Capital may require identity documents, proof of address, and other documentation to fulfill legal obligations regarding anti-money laundering (AML) and countering terrorism financing (CTF).

1.8.2. If such requested documentation is not provided, we are authorized to suspend your account or terminate the contractual relationship.

1.9. Risk Notice

1.9.1. You acknowledge that trading in financial instruments (e.g., forex, CFDs, commodities, cryptocurrencies) involves significant risks (including the possibility of total loss).

1.9.2. Results from demo trading cannot be transferred one-to-one to real trading accounts.

1.9.3. Nothing in these GTC shall be interpreted to mean that Pinex Capital falls under the supervision of [e.g. BaFin] or a comparable authority. Pinex Capital does not provide services requiring official licensing or authorization, in particular no investment advice or financial portfolio management.

2. SCOPE OF SERVICES

2.1. Simulated Trading Accounts / Evaluation Programs

2.1.1. Pinex Capital provides so-called demo accounts in which users can trade virtually to test their strategies or meet specific evaluation criteria (such as profit targets, drawdown limits).

2.1.2. The offering of a “Two-Step Challenge” or “Instant Funding” grants the user the opportunity, upon successful fulfillment of certain conditions, to obtain a simulated funding model.

2.2. Service Scope

2.2.1. The exact requirements (profit targets, drawdowns, daily risk limits, etc.) are communicated on our Website prior to conclusion of the contract.

2.2.2. Pinex Capital reserves the right to modify, replace, or supplement content, tools, software, market analyses, or prices at any time.

2.3. Add-Ons

2.3.1. Separately bookable add-on features (“Add-Ons”) may include: Major News Trading, 90% Profit Split, 14 business Days Payouts.

2.3.2. Add-Ons are generally to be purchased **before** starting an evaluation or a direct funding program. They **cannot** be applied retroactively during ongoing phases unless explicitly permitted by us.

3. ORDERING, FEES, AND PAYMENT

3.1. Ordering Process

3.1.1. Orders are placed online via our Website. The customer selects the desired service (e.g., size of evaluation) and any optional Add-Ons.

3.1.2. A contract is deemed concluded once Pinex Capital confirms receipt of payment.

3.2. Fees

3.2.1. All fees (e.g., evaluation participation fees) are listed on the Website. The indicated amounts generally include all applicable taxes unless stated otherwise.

3.2.2. The amount of the fee is determined, among other factors, by account size, risk profile, and chosen Add-Ons.

3.3. Payment Methods

3.3.1. We accept credit/debit cards, bank transfers, and, if applicable, cryptocurrencies (e.g., BTC, USDT).

3.3.2. The customer bears all transaction fees charged by their bank or payment provider.

3.4. Due Date and Default

3.4.1. Unless otherwise agreed, fees are due immediately.

3.4.2. If payment is not made within the specified timeframe, Pinex Capital may cancel the order or deny the customer access to the Services.

3.5. Non-Refundable Fees

3.5.1. Unless explicitly provided in an offer, all paid fees are non-refundable (e.g., in case the evaluation is not passed).

3.5.2. Returned payments or unwarranted chargebacks can result in the immediate suspension of the account.

3.6. Discounts / Repeats

3.6.1. If we grant discounts (e.g., 15% off upon re-participation), these may not be combined with other concessions unless expressly confirmed in writing.

4. CLIENT SECTION AND USER ACCOUNTS

4.1. Registration and Customer Account

4.1.1. Unless otherwise specified in writing, each customer may maintain **only one** customer account ("Client Section").

4.1.2. The customer is obliged to provide truthful and up-to-date information for registration.

4.2. Login Data and Security

4.2.1. The customer must keep login data confidential and is responsible for all actions taken under their account.

4.2.2. In case of suspected misuse (e.g., unauthorized access), Pinex Capital must be notified immediately.

4.3. Availability of Services

4.3.1. Pinex Capital endeavors to maintain high availability. Technical disruptions, maintenance, or force majeure events may, however, lead to temporary interruptions.

4.3.2. No entitlement exists to constant, uninterrupted usage.

4.4. Multiple Accounts and IP Overlaps

4.4.1. If multiple individuals in the same household or under the same IP address access Pinex Capital, Pinex Capital may request additional verification documents to ensure these are different customers.

4.4.2. Circumventing any limits or guidelines by using multiple accounts can result in the immediate closure of the respective accounts.

4.4.3. The customer is obliged to treat as **confidential** all non-public information or documents received when using our Services (e.g., market data, internal analyses) and must not disclose them to third parties without our prior written consent.

5. DEMO TRADING AND PROHIBITED PRACTICES

5.1. Nature of Demo Trading

5.1.1. During simulated (demo) trading on the platform, you may execute any transactions unless they violate these GTC or constitute prohibited trading strategies as per Clause 5.4.

5.1.2. All account balances presented in evaluation or instant funding programs are strictly **virtual**. No real exchange of money occurs; all profits and losses are part of a simulated scenario.

5.1.3. You are further required to comply with market standards and practices for financial market trading (e.g., risk management rules). Additional restrictions may arise from the conditions of the trading platform you have chosen.

5.1.4. You acknowledge that you may interrupt or end your simulated trading on the platform at any time. Pinex Capital provides no assurance that any simulated profits or performance can be replicated in real trading environments.

5.2. Access to and Use of Data

5.2.1. Access to Your Simulated Trades

Pinex Capital reserves the right to review all demo trading data (e.g., transaction history, positions, profits/losses).

5.2.2. Disclosure to Affiliated Companies

You grant Pinex Capital your consent to also share such information with entities or companies

affiliated with Pinex Capital. Pinex Capital and its affiliated companies are authorized to handle such data without additional consent, consultation, or remuneration from you.

5.2.3. No Investment Advice

The simulated (demo) trading does **not** constitute any investment advice or recommendation by you to Pinex Capital or third parties. Pinex Capital takes no responsibility if you base real market decisions on any information or insights derived from demo trading.

5.2.4. Liability for Market Data

Pinex Capital bears no responsibility for the accuracy, timeliness, or completeness of price, market, or statistical data displayed within the trading platform or via the client area. The statutory or contractual liability provisions of Pinex Capital (see, if applicable, Section 9) remain unaffected.

5.3. Prohibited Trading Practices

Prohibited trading practices are any trading methods or strategies that either violate current market standards, provide an unfair advantage, or circumvent Pinex Capital's rules. In particular—but not limited to—the following are prohibited:

1. Exploiting System Errors

- Knowingly or unknowingly applying trading strategies based on errors in our services, e.g., incorrect price data or delays in updating (“latency,” “arbitrage” trading on incorrect data).

2. Slowed or External Data Feeds

- Executing trades using an external or intentionally delayed data feed if it confers an unfair advantage or bypasses normal market conditions.

3. Manipulative Trades (Opposite Positions, Group Trading)

- Individual or joint trades with other persons or across multiple accounts (within or outside Pinex Capital) that are explicitly intended to manipulate trading, e.g., by opening opposite positions simultaneously to conceal drawdowns or losses.

4. Trading in Contradiction with the Terms

- Trades that violate Pinex Capital's GTC or the relevant trading platform conditions (e.g., circumventing risk or drawdown limits, EA rules).

5. Use of Unauthorized Software / AI / High-Speed Data Processing

- Utilizing tools such as artificial intelligence, highest execution speed (high-frequency trading), or mass data input designed to manipulate our systems or gain an unfair advantage.

6. Gap-Trading During Closing Phases

- Opening positions in narrowly restricted time windows (e.g., within 2 hours before a market closes for at least 2 hours) to exploit large “gaps” upon reopening—particularly if significant global news or macroeconomic events are pending, offering an unfair market advantage.

7. Gambling-like Behavior

- Excessive margin use (e.g., >50% of total account balance in a single trade).

- Over 50% of trades with a holding time under 1 minute.
- Repeatedly adding to heavily losing positions (“martingale,” “account-rolling”) without proper risk management.

8. News Trading Without Add-On

- Placing, modifying, or closing trades within 5 minutes before or after a major news release (Major News) unless the Major News Trading Add-On has been purchased.

9. Front-Running, Insider Trading, Market Manipulation

- Any form of insider trading, placing orders ahead of large client orders (“front-running”), unfair price manipulation, or other manipulative activities.

10. Account Management by Third Parties

- Allowing a third party to actively manage or trade your demo or evaluation account. Likewise, it is prohibited to manage or trade someone else’s account (e.g., copy-trading, managed accounts) unless explicitly approved by Pinex Capital.

11. Violation of Common Risk Management Rules

- Opening significantly larger position sizes compared to previous trades of the customer without reasonable justification (e.g., “all-in”).
- Opening a significantly different number of positions compared to past trading history in order to circumvent drawdown or risk limits.

Note: Pinex Capital reserves the right to determine, at its own discretion, whether any trade or strategy is deemed a prohibited trading practice.

5.4. Actions in Case of Violations

5.4.1. Consequences

Depending on severity and at its own discretion, Pinex Capital may take the following measures if you violate any of the above-mentioned practices or other rules set forth in these GTC:

1. Termination of all ongoing programs (e.g. evaluation, verification). No refund claims for already paid fees exist in this case.
2. Suspension or termination of your account(s) (including cancellation of any virtual profits). No refund claims for already paid fees exist in this case.
3. Reduction of the offered leverage to 1:1 for some or all accounts.
4. Excluding prohibited trades from the profit and loss calculation (retroactive removal or invalidation of said trades).
5. Immediate termination of the business relationship and permanent ban from future Pinex Capital services.

5.4.2. Repeated Violations

If you repeatedly violate these rules and have already been cautioned by Pinex Capital, Pinex Capital may permanently and without compensation prevent you from accessing all or certain Services, including the client area or the trading platform. No claim for reimbursement of fees applies in this case.

5.4.3. Combined Accounts and Third-Party Providers

- Should prohibited trading practices occur across multiple accounts (e.g., evaluation or instant funding accounts) or in conjunction with other services, Pinex Capital is entitled to terminate all applicable contracts and close the relevant accounts.
- If external third-party accounts (e.g., partner or broker accounts) are involved in prohibited practices, this may conflict with the respective terms of those third-party providers and could lead to further measures by said providers.

5.4.4. No Right to Damages

Neither account closure nor the termination of programs or other sanctions establish a right to (financial) compensation or indemnification for the customer. Pinex Capital bears no liability for consequential damages arising from the annulment of trades or the closure of accounts.

5.5. Disclaimer of Liability for External Real Trading

5.5.1. No Responsibility for External Usage

Pinex Capital assumes no responsibility for your real trading or other investment activities outside the demo environment, even if you use information or strategies from our client area or trading platform.

5.5.2. Market Fluctuations

Financial markets are subject to frequent and significant fluctuations. Trading may result in significant financial losses; past performance (particularly simulated gains) does not guarantee future results.

6. TWO-STEP CHALLENGE AND OTHER PROGRAMS

6.1. Phase 1 (Evaluation) and Phase 2 (Verification)

6.1.1. The exact requirements (e.g., profit target, daily drawdown, max drawdown) for each challenge account size are defined in advance and communicated to the customer.

6.1.2. If the customer passes Phase 1, Phase 2 follows with similar, possibly slightly reduced objectives (e.g., lower profit target).

6.2. Failure or Violation

6.2.1. If the customer fails to meet the drawdown or profit targets, or violates these GTC, the challenge ends without any claim to refund.

6.3. Continuing Offers

6.3.1. If both Phase 1 and Phase 2 are successfully completed, Pinex Capital may offer a "Simulated Funded Account," in which the customer participates in virtual profits.

6.3.2. However, there is no legal entitlement to such a simulated funded account.

7. SIMULATED FUNDED ACCOUNT (PINEX CAPITAL TRADER)

7.1. Nature

7.1.1. The Simulated Funded Account, although supplied with live market data, holds **no real funds**.

7.1.2. Payouts or profit sharing are **virtual** disbursement claims, partially paid out by Pinex Capital based on a separate agreement.

7.2. Profit Sharing

7.2.1. By default, the customer receives 80% of net profits generated in the simulator. With a 90% Profit Split Add-On, this share may increase to 90%.

7.2.2. The initial two payouts are limited to 10% of the account size, capped at \$10,000 each; any excess can be disbursed in the subsequent payout cycle.

7.3. Inactivity and Termination

7.3.1. If the account remains inactive for 30 days, it can be deemed “breached” and be closed.

7.3.2. In the event of violations of risk rules or prohibited practices, the profit-sharing right expires; Pinex Capital may immediately close the account.

8. CONSUMER RIGHTS AND RIGHT OF WITHDRAWAL

8.1. Right of Withdrawal for Consumers

8.1.1. If the customer is a consumer within the meaning of Sec. 13 BGB, and a distance contract is concluded, the contract may be revoked within **14 days** of its conclusion **without stating any reason** (WE HEREBY INFORM YOU THAT YOU WILL LOSE THE RIGHT OF WITHDRAWAL IF YOU BEGIN PERFORMING A SIMULATED TRANSACTION BEFORE THE EXPIRATION OF THIS PERIOD) (Secs. 312g, 355 BGB).

8.1.2. Exclusion / Loss of the Right of Withdrawal

- As soon as the customer actively uses the Services (e.g., by placing the first trade or otherwise starting to use the purchased service), the right of withdrawal expires pursuant to Sec. 356(4) BGB.
- This particularly applies to evaluation and instant funding programs or similar services that Pinex Capital provides in full or in part immediately upon purchase.

8.2. Purchase Conditions and No-Refund Policy

8.2.1. Purchase of Products and Services

- Pinex Capital may, on its Website or via affiliates/white-label partners, offer various products, services, subscriptions, or access to certain parts of the Website for one-time or recurring fees. Prices and availability are subject to change without notice.
- It is the customer’s responsibility to thoroughly review the respective terms and conditions before purchase. By purchasing, the customer confirms that they have understood and accepted these terms.

8.2.2. Availability After Payment

- Once payment for a service or product is fully processed, the service or access to the relevant Website area is provided immediately or promptly.

8.2.3. No Refunds

- All purchases of services and products from Pinex Capital are **final**; there is no entitlement to refunds.
- **Single Fee for Evaluation:** The fee for an evaluation attempt (challenge) is a service provided from the time of purchase. As the service begins immediately or very soon thereafter, refunds are excluded; all transactions are considered final.
- This also applies if you purchase an evaluation through external platforms or affiliate providers such as “GoatFundedTrader”—in that event, you expressly confirm that no refund will be issued.

8.2.4. Dispute Policy

- Customers who unlawfully file a chargeback or payment dispute with their bank will be permanently banned from the platform.
- Should you have questions about payments or potential disagreements, please contact Pinex Capital’s community support beforehand.

8.3. Withdrawal Declaration

8.3.1. Form of Withdrawal

- Withdrawal (provided it has not yet expired) can be exercised **only in writing**, for instance by email to support@pinexcapital.com.

8.3.2. Reversal After Timely Withdrawal

- If the customer exercises their withdrawal right in due time and there is no exception to that right (see Clause 8.1.2), Pinex Capital will reimburse all payments received from the customer within 30 days after receiving the withdrawal notice, using the same payment method used in the initial transaction.
- This requires that the service has not been used and that no grounds exist for excluding the right of withdrawal.

8.4. Acceptance of This Withdrawal and Refund Policy

8.4.1. It is your responsibility to familiarize yourself with this withdrawal and refund policy prior to placing any order.

8.4.2. By placing an order, you confirm that you have fully read, agree to, and accept this policy. If you do not accept it, please refrain from ordering.

9. LIABILITY AND DISCLAIMER

9.1. Principles of Liability Limitation

9.1.1. Liability for Intent and Gross Negligence

Pinex Capital shall be fully liable within the scope of statutory provisions for damages based on

intent or gross negligence by Pinex Capital, its legal representatives, or vicarious agents. The same applies to damages arising from injury to life, body, or health.

9.1.2. Slightly Negligent Breach of Essential Contractual Obligations

In the event of slightly negligent breach of material contractual obligations (cardinal obligations), Pinex Capital's liability is limited to **foreseeable, contract-typical damage**. Material contractual obligations are those that are of outstanding importance for achieving the contractual purpose and upon the fulfillment of which the customer may regularly rely.

9.1.3. No Further Liability

Beyond this—and to the extent permitted by law—Pinex Capital's liability is excluded. This applies particularly to damages or claims that do not fall within the scope of Clauses 9.1.1 and 9.1.2.

9.2. Scope of Exclusion of Liability

9.2.1. Indirect and Consequential Damages

Where legally permissible, Pinex Capital shall not be liable for indirect or consequential damages, loss of profits, operational downtimes, data losses, missed revenue opportunities, or financial expenses in connection with the use of our Services.

9.2.2. Liability for External Trading Activities

Pinex Capital accepts no liability for losses you might incur on real trading accounts or with third parties, even if you utilize strategies or information from our demo services or simulation environments. All real investment and trading decisions lie fully within your responsibility.

9.2.3. Availability and Accuracy

Pinex Capital does not guarantee permanent, error-free availability of its Website, trading platform, or data feeds. We do not warrant uninterrupted accessibility nor the accuracy or completeness of price, market, or other information displayed on our platforms.

9.2.4. No Investment or Legal Advisory Relationship

The information, services, and simulated environments provided by Pinex Capital do not constitute investment advice or any legal or tax advice. We bear no liability for potential financial or legal disadvantages arising from the customer's independent use of such information.

9.3. Force Majeure and Third-Party Influence

9.3.1. Force Majeure

Events beyond our control (e.g., natural disasters, official orders, strikes, pandemics, server failures, cyberattacks) release Pinex Capital from its performance obligations for the duration of the disruption. Pinex Capital is not liable for any resulting impossibility or delay in service provision.

9.3.2. Third-Party Influence

Pinex Capital bears no responsibility if disruptions, failures, or damages are caused by third parties (e.g., payment providers, internet providers, data centers, hostings, or cooperation partners) and lie outside our direct influence.

9.4. Final Liability Provisions

9.4.1. Mandatory Statutory Rights

The above exclusions and limitations of liability do not apply if mandatory statutory provisions conflict with them, particularly under product liability law or in the event of injury to life, body, or health.

9.4.2. Relation to Other Clauses

Should other sections of these GTC contain specific exclusions of warranty or limitations/exclusions of liability, these provisions apply alongside Clauses 9.1 to 9.3 and supplement each other, insofar as they are not contradictory.

10. LEGAL VIOLATIONS AND SANCTIONS

10.1. Illegal Use

10.1.1. If we become aware of illegal content or user actions, we may remove such content and/or suspend or delete the user's account.

10.2. Sanctions for Violations

10.2.1. If the customer breaches these GTC (particularly the prohibited trading practices), Pinex Capital may, at its discretion, limit or terminate the Services in whole or in part.

10.2.2. Profits may be withheld and accounts may be closed.

10.3. Indemnification

10.3.1. The customer indemnifies Pinex Capital against all claims from third parties caused by the customer's culpable violation of these GTC or applicable laws.

11. DATA PROTECTION

11.1. Data Collection, Processing, and Use

11.1.1. General Principles

Pinex Capital collects, processes, and uses the customer's personal data only in accordance with the applicable data protection regulations, especially the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

11.1.2. Purposes and Legal Bases

- Processing occurs notably for contract execution, fulfillment of legal obligations (e.g., under AML or KYC laws), protection of Pinex Capital's legitimate interests, or based on the customer's consent pursuant to Art. 6(1)(a)–(f) GDPR.
- Where processing is necessary for initiating, performing, and concluding the contractual relationship, Art. 6(1)(b) GDPR serves as the legal basis.

11.1.3. Types of Data Collected

Collected data includes, among others, contact details (e.g., name, email), payment information if applicable, usage and communication data (e.g., IP address, log files), and any additional data provided by you during the business relationship.

11.1.4. Details in the Privacy Policy

More detailed information on the purposes, legal bases, recipients, and storage periods can be found in our **Privacy Policy** available on the Website.

11.2. Sharing Data with Third Parties

11.2.1. Service Providers and Authorities

Pinex Capital may share your personal data with commissioned service providers or authorized institutions to comply with compliance checks (e.g. KYC, money laundering and fraud prevention, AML) or legal obligations (e.g. forwarding data to supervisory or law enforcement authorities) where a statutory legal basis exists (Art. 6(1)(c) GDPR).

11.2.2. Data Processing on Our Behalf

If data processing is performed on our behalf by external service providers (e.g., hosting, payment, or KYC providers), Pinex Capital will conclude data processing agreements (pursuant to Art. 28 GDPR) with such providers to ensure protection of your data.

11.2.3. Cross-Border Data Transfer

Where data is transferred to countries outside the European Economic Area (e.g., to cloud or payment providers), Pinex Capital ensures an adequate level of data protection (e.g., via EU standard contractual clauses).

11.3. Retention, Erasure, and Blocking

11.3.1. Legal Retention Obligations

Personal data is stored only as long as necessary for fulfilling the respective purposes, unless there are legal retention obligations (e.g., commercial or tax regulations).

11.3.2. Erasure / Blocking

- Upon termination of the contract or at your request, your data will be erased or blocked as soon as they are no longer needed for contract processing or mandatory recordkeeping.
- Where legal provisions require further storage (e.g., under the Commercial Code, Tax Code, or AML laws), data is blocked rather than deleted until such period expires.

11.4. Data Subject Rights

11.4.1. Access, Rectification, Erasure

You may request information regarding your stored personal data at any time under applicable law (Art. 15 GDPR). You also have the right to request rectification of incorrect data (Art. 16 GDPR) and, under certain conditions, the right to request erasure (Art. 17 GDPR).

11.4.2. Restriction, Objection, Portability

- Under Art. 18, 20 GDPR, you may request restriction of processing or receive your data in a structured, commonly used, and machine-readable format.
- You also have the right to object to processing (Art. 21 GDPR) if specific grounds exist.

11.4.3. Withdrawal of Consent

If processing is based on your consent (Art. 6(1)(a) GDPR), you may withdraw that consent at any time with effect for the future, without affecting the legality of processing carried out prior to withdrawal.

11.4.4. Right to Lodge a Complaint

If you have any data protection concerns, you have the right to contact a supervisory authority, in particular in the EU Member State of your habitual residence or the place where our company is headquartered (Art. 77 GDPR).

11.5. Contact for Data Protection

If you have questions regarding the processing of your personal data or about your rights, you may contact us—or, if applicable, our Data Protection Officer—at any time:

Pinex Capital GmbH i.G.
Neue Rothofstraße 13-19, 60313 Frankfurt am Main
support@pinexcapital.com

12. CHANGES TO THE GTC

12.1. Changes Without Material Effects

12.1.1. Purely Formal or Clarifying Adjustments

Pinex Capital is entitled to make non-material changes to these GTC, provided they have no adverse effect on the customer's core obligations. This includes, for instance, linguistic adjustments, corrections of typographical errors, clarifications, amendments to contact or address details, editorial error corrections, or adaptations to altered technical formats.

12.1.2. Effectiveness Without Prior Notice

Such non-material changes come into effect **without separate notification** as soon as they are published on our Website or in the Client Section. A right of objection does not apply in these cases, as no disadvantageous change to the customer's rights arises.

12.2. Material Changes

12.2.1. Notice of Significant Changes

Where changes to these GTC concern essential contractual elements or significantly affect the customer's rights and obligations (e.g., changes to main service, liability rules, fees), we will inform the customer at least **7 days** prior to their effective date, e.g. via email or in the Client Section.

12.2.2. Customer's Right to Object

The customer may object to the changes in writing (e.g., by email) within 7 days from receipt of the change notice.

12.2.3. Consequences of Objection

If the customer objects to the material changes in due time, Pinex Capital may terminate the contractual relationship with immediate effect. Any fees already paid will be partially refunded in accordance with the statutory provisions, provided no immediate exclusion reason applies.

12.2.4. Continued Use

If the customer does not exercise the right to object and continues to use the Services after the 7-day period, the **new** GTC are deemed accepted and become effective on the announced date.

13. TERM, TERMINATION, AND SUSPENSION

13.1. Term

13.1.1. The contractual relationship runs for an indefinite period unless a fixed-term offer (e.g., evaluation period) is agreed.

13.2. Termination by the Customer

13.2.1. The customer may terminate the contractual relationship at any time subject to a 7-day notice period. This may be done in writing (email to support@pinexcapital.com) or in text form via the Client Section.

13.2.2. If termination occurs during an ongoing service (e.g. evaluation), there is no claim to a (pro-rated) refund, unless required by law.

13.3. Termination by Pinex Capital

13.3.1. Pinex Capital may terminate the agreement without notice if there is an important reason (e.g., severe breach, misuse, fraud).

13.3.2. Pinex Capital may also terminate the contract ordinarily with a 7-day notice period.

13.4. Suspension

13.4.1. Instead of termination, Pinex Capital may temporarily suspend the account (e.g., in case of investigations or suspicion).

13.4.2. The customer will be informed immediately; if the suspicion is not confirmed, the account will be reactivated.

14. DISPUTE RESOLUTION / MEDIATION

14.1. Internal Complaint Procedures

14.1.1. Customers may direct any complaints to our support (support@pinexcapital.com). We strive to resolve issues promptly.

14.2. Out-of-Court Dispute Resolution

14.2.1. Consumers may have the right to contact a recognized consumer arbitration board.

14.3. Place of Jurisdiction

14.3.1. For all disputes arising from or in connection with this contract, the registered office of Pinex Capital shall govern—provided this is legally permissible.

14.3.2. Mandatory consumer protection provisions remain unaffected.

15. FINAL PROVISIONS

15.1. Choice of Law

15.1.1. The law of the country where Pinex Capital has its registered office applies, unless mandatory consumer protection provisions in the country of the customer's habitual residence prevail.

15.2. No Additional Consumer Protection Codes

15.2.1. Pinex Capital has not adopted any special codes of conduct beyond the statutory requirements.

15.3. Entire Agreement

15.3.1. These GTC and any separate agreements (e.g., Privacy Policy, written side agreements) form the complete agreement between the parties. No verbal side agreements exist.

15.4. Assignment

15.4.1. Pinex Capital may assign its rights and obligations under this contract to third parties, provided this does not significantly impair the customer's interests.

15.4.2. The customer may only assign his contractual claims with the prior written consent of Pinex Capital.

15.5. Severability Clause

15.5.1. If individual provisions of these GTC are found wholly or partially invalid or unenforceable, the validity of the remaining provisions remains unaffected.

15.5.2. The invalid provision shall be replaced by a valid provision that best approximates the economic purpose of the invalid one.

15.6. No Tacit Amendment

15.6.1. A waiver or non-enforcement of a provision in individual cases does not constitute a permanent waiver or amendment of the GTC.

15.7. Notifications

15.7.1. All notifications to the customer will be made by email or via the Client Section and are deemed delivered if sent to the latest contact address provided by the customer.

15.8. FAQ and Priority

15.8.1. Pinex Capital refers to its FAQ section for quick clarification of frequently asked questions (e.g., account merging, add-ons, payout limits).

15.8.2. In case of conflict between FAQ content and these GTC, these GTC shall take precedence.

15.9. Effective Date

15.9.1. These GTC enter into force on the date published on the Website.

Effective as of: January 1, 2025

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By using Pinex Capital's Services, you confirm that you have read, understood, and accepted these GTC.