Elyndor Group

www.elyndorgroup.com

Terms & Conditions

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28 Liberty Street New York NY, 10005

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Terms and Conditions

Effective Date: Dec 20th, 2025 **Last Updated:** March 16th, 2026

PLEASE READ THESE TERMS AND CONDITIONS (“Terms”) CAREFULLY BEFORE USING THIS WEBSITE OR CREATING AN ACCOUNT. THESE TERMS CONTAIN AN ARBITRATION PROVISION THAT AFFECTS YOUR LEGAL RIGHTS.

These Terms constitute a legally binding agreement between you (“you” or “User”) and [Company Name] (“we,” “us,” “our,” or the “Company”) governing your access to and use of [Website Name/URL] (the “Site”) and any related accounts or services (collectively, the “Services”).

[Company Name] is a broker-dealer registered with the U.S. Securities and Exchange Commission (SEC) and a member of the Financial Industry Regulatory Authority (FINRA) and the Securities Investor Protection Corporation (SIPC).

By accessing the Site, creating an account, or otherwise using the Services, you agree to be bound by these Terms. If you do not agree, you must not access or use the Site or Services.

1. Eligibility

To use the Services, you must: - Be at least 18 years old - Have the legal capacity to enter into a binding contract - Not be barred from using the Services under the laws of the United States or any other applicable jurisdiction, including sanctions or export control laws - Not appear on any list of specially designated nationals or blocked persons maintained by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), or any equivalent list under applicable law

By using the Services, you represent and warrant that you meet all of the above requirements.

2. Account Registration and Security

2.1 Creating an Account

To access certain features, you must create an account and provide accurate, current, and complete information. You agree to update this information promptly if it changes.

2.2 Identity Verification (KYC)

As a financial services provider, we are legally required to verify your identity before you can open or maintain an account. By creating an account, you agree to: - Provide accurate personal information, including your legal name, date of birth, address, and government-issued identification, as requested - Provide additional documentation or information if requested for verification, risk assessment, or compliance purposes - Promptly notify us of any changes to the information you have provided

We reserve the right to refuse to open, to suspend, or to close your account at any time if we are unable to verify your identity to our satisfaction or if required to do so under applicable law.

2.3 Account Security

You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We are not liable for any loss or damage arising from your failure to safeguard your account credentials.

2.4 One Account Per Person

You may not create or maintain more than one account, or create an account on behalf of another person, without our express written permission.

3. Compliance with AML, KYC, and Sanctions Laws

3.1 Ongoing Monitoring

You acknowledge that we are required to comply with the Bank Secrecy Act, the USA PATRIOT Act, OFAC sanctions regulations, and other applicable anti-money laundering (AML) and counter-terrorist financing laws. As part of this compliance, we may monitor account activity, request additional information at any time, and report suspicious activity to regulators as legally required.

3.2 Prohibited Use of the Services

You agree not to use the Services to: - Launder money or finance terrorism or other illegal activity - Evade or attempt to evade any economic sanctions or export control laws - Provide false, misleading, or incomplete information during identity verification - Use funds derived from illegal activity

3.3 Right to Freeze or Terminate

We reserve the right to freeze, suspend, restrict, or terminate your account, and to refuse to process any transaction, if we reasonably believe it is necessary to comply with applicable law, to investigate suspected fraud or illegal activity, or to respond to a request from a regulator or law enforcement agency. We are not liable for any losses you incur as a result of such action taken in good faith.

4. Broker-Dealer Disclosures

4.1 Regulatory Status

[Company Name] is registered as a broker-dealer with the SEC and is a member of FINRA and SIPC. You can verify our registration status and disciplinary history using FINRA BrokerCheck at brokercheck.finra.org, or by calling FINRA at 1-800-289-9999.

4.2 SIPC Coverage

Securities held in your account are protected by SIPC for up to $500,000 (including a $250,000 limit for cash claims), in the event of the failure of the broker-dealer. SIPC coverage does not protect against a decline in the market value of your investments. Additional information about SIPC coverage is available at sipc.org.

4.3 Not a Bank Deposit; Not FDIC Insured

Securities and other investment products made available through the Services are **not** deposits or obligations of, or guaranteed by, any bank; are **not** FDIC insured; and are subject to investment risk, including possible loss of principal invested.

4.4 Order Handling and Execution

We will handle and route orders in accordance with applicable SEC and FINRA rules governing best execution. Information regarding our order routing practices is available upon request or as disclosed under SEC Rule 606, including [whether/how] we receive payment for order flow, where applicable.

4.5 Regulation Best Interest / Form CRS

If we make a recommendation to you regarding securities transactions or investment strategies, that recommendation is provided in accordance with SEC Regulation Best Interest. Our Form CRS (Customer Relationship Summary), which describes the scope and terms of our relationship with you, the fees and costs you may pay, and conflicts of interest we may have, is available at [link] and should be reviewed before opening an account.

4.6 Risk Disclosures

Trading and investing in securities involves risk, including the risk of loss of principal. Certain products, such as margin accounts, options, or extended-hours trading, carry additional and elevated risks. If applicable to the Services offered, you will be required to review and separately acknowledge additional risk disclosure documents (e.g., a margin agreement or options risk disclosure statement) before using those specific features.

4.7 Business Continuity

We maintain a business continuity plan designed to permit us to resume operations in the event of a significant business disruption. A summary of our business continuity plan is available upon request.

(Note: Sections 4.4–4.7 reference disclosures that must be tailored to your firm's actual clearing arrangement, product menu (self-directed vs. recommendations), and whether margin, options, or extended-hours trading are offered — your compliance/legal team should finalize the specific language and confirm which disclosures are triggered by your business model.)

5. Use of the Site

5.1 Permitted Use

You may use the Site only for lawful purposes and in accordance with these Terms.

5.2 Prohibited Conduct

You agree not to: - Use the Site in any way that violates any applicable federal, state, local, or international law or regulation - Attempt to gain unauthorized access to any portion of the Site, other accounts, or computer systems connected to the Site - Interfere with or disrupt the operation of the Site, including through the use of viruses, bots, or other malicious code - Scrape, data-mine, or use automated means to access the Site without our prior written consent - Impersonate any person or entity, or misrepresent your affiliation with any person or entity - Use the Site to transmit any material that is unlawful, fraudulent, defamatory, or infringing

5.3 Suspension or Termination for Violations

We may suspend or terminate your access to the Site or Services, without notice, if we believe you have violated these Terms.

6. Intellectual Property

All content on the Site, including text, graphics, logos, images, and software, is the property of [Company Name] or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not reproduce, distribute, modify, or create derivative works from any content on the Site without our prior written consent, except as permitted for your personal, non-commercial use of the Services.

7. No Investment, Financial, or Legal Advice

Nothing on the Site constitutes investment, financial, tax, or legal advice, or a recommendation or solicitation to buy, sell, or hold any financial product, security, or instrument, except where we expressly provide a personalized recommendation in accordance with Section 4.5

(Regulation Best Interest). Any general information, tools, or content provided through the Site are for informational purposes only and do not take into account your individual financial situation, objectives, or risk tolerance unless expressly stated otherwise.

- **No advisory or fiduciary relationship.** Use of the Site does not create an investment advisory, fiduciary, or professional relationship between you and [Company Name], beyond the scope described in our Form CRS or any separate signed agreement.
- **No guarantee of results.** Past performance, projections, or examples provided on the Site are not indicative of future results. All financial products and services carry risk, including the potential loss of principal.
- **Independent judgment required.** Except where we provide a personalized recommendation under Regulation Best Interest, you are solely responsible for your own financial decisions. You should consult a licensed financial advisor, tax professional, or attorney before making any financial decision based on information found on the Site.
- **No liability for reliance.** We are not responsible or liable for any losses, damages, or claims arising from your reliance on any general information, tool, or content provided through the Site that does not constitute a personalized recommendation.

8. Fees

Certain Services may be subject to commissions, fees, or other charges, which will be disclosed to you in our fee schedule and/or Form CRS before you incur them. We reserve the right to change our fee structure at any time, with notice provided as required by applicable law and FINRA rules.

9. Electronic Communications and Signatures

By creating an account, you consent to receive communications from us electronically, including trade confirmations, account statements, notices, disclosures, and agreements, to the extent permitted under applicable SEC and FINRA rules. You agree that any electronic communication satisfies any legal requirement that such communication be in writing, and that your electronic signature or acceptance of these Terms has the same legal effect as a handwritten signature.

10. Third-Party Links and Services

The Site may contain links to third-party websites or services that are not owned or controlled by us. We are not responsible for the content, privacy practices, or terms of any third-party sites. Your use of any third-party site is at your own risk and subject to that third party’s terms.

11. Disclaimers

THE SITE AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NOTHING IN THIS SECTION LIMITS ANY WARRANTY OR OBLIGATION THAT CANNOT BE DISCLAIMED UNDER APPLICABLE SEC OR FINRA RULES.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL [COMPANY NAME], ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF THESE TERMS SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT OF FEES YOU PAID TO US IN THE 12 MONTHS PRECEDING THE CLAIM, OR (B) [$100 / INSERT AMOUNT]. NOTHING IN THIS SECTION LIMITS ANY LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE SECURITIES LAWS OR FINRA RULES.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above limitations may not apply to you.

13. Indemnification

You agree to indemnify, defend, and hold harmless [Company Name] and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or in any way connected with your access to or use of the Site, your violation of these Terms, or your violation of any applicable law or third-party right.

14. Dispute Resolution; Arbitration Agreement

14.1 FINRA-Required Arbitration

As a FINRA member firm, we are required under FINRA Rule 12200 to arbitrate any dispute with you concerning our business activities if you request arbitration and the dispute is otherwise eligible for arbitration under FINRA rules. You and [Company Name] agree that any such dispute, claim, or controversy will be resolved through binding arbitration administered by FINRA Dispute Resolution Services, in accordance with the FINRA Code of Arbitration Procedure for Customer Disputes then in effect, rather than in court, except as set forth below.

14.2 Informal Resolution Encouraged

Before filing an arbitration claim, we encourage you to first attempt to resolve any dispute informally by contacting [Contact Email] and providing a written description of the dispute.

14.3 No Waiver of Class Action Rights

Consistent with FINRA Rule 12204, nothing in this arbitration agreement constitutes a waiver of any right you may have to participate in a putative or certified class action in court. We will not seek to enforce this arbitration agreement against you with respect to any claim that is part of a class action filed in court, unless and until: (a) the class certification is denied; (b) the class is decertified; or (c) you are excluded from the class by the court. This provision applies notwithstanding anything else in this Section 14.

14.4 Delegation Clause

Except with respect to the class action carve-out in Section 14.3, the arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this arbitration agreement.

14.5 Location and Fees

Arbitration will be conducted at a FINRA hearing location determined in accordance with the FINRA Code of Arbitration Procedure, or by video conference/document submission where permitted by FINRA rules. Filing fees, hearing session fees, and other administrative costs will be allocated as set forth in the FINRA Code of Arbitration Procedure. Each party is responsible for its own attorneys' fees unless otherwise awarded by the arbitrator or required by law.

14.6 Non-Customer Disputes

For disputes that do not fall within the scope of FINRA Rule 12200 (for example, disputes relating solely to use of the public informational Site by a non-customer), such disputes will instead be resolved through binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, governed by the Federal Arbitration Act, with a class action waiver applying to the fullest extent permitted by law for such non-customer disputes.

14.7 Exceptions

Either party may bring an individual action in small claims court where permitted, and either party may seek injunctive or other equitable relief in court to prevent actual or threatened infringement, misappropriation, or violation of intellectual property rights.

(Note: Because [Company Name] is a FINRA member firm, customer arbitration is governed primarily by FINRA Rule 12200/12204 rather than a standard consumer AAA clause, and FINRA rules prohibit enforcing a class action waiver against customers in the manner used for non-regulated consumer agreements. This section should be reviewed by securities counsel to confirm the customer/non-customer distinction is drawn correctly for your business and that it matches your new account agreement, which typically contains the controlling, separately-signed arbitration disclosure required by FINRA Rule 2268.)

15. Governing Law and Jurisdiction

These Terms are governed by the laws of the State of New York, without regard to its conflict of law principles, except where superseded by applicable federal securities law or FINRA rules. For any dispute not subject to arbitration, you agree to submit to the exclusive jurisdiction of the state and federal courts located in New York County, New York.

16. Changes to the Site or Services

We reserve the right to modify, suspend, or discontinue the Site or any Services, in whole or in part, at any time and without notice. We are not liable for any modification, suspension, or discontinuation of the Site or Services.

17. Changes to These Terms

We may update these Terms from time to time. If we make material changes, we will provide notice as required by applicable law (e.g., by posting the updated Terms on the Site or notifying you via email). Your continued use of the Site or Services after the changes take effect constitutes your acceptance of the revised Terms.

18. Termination

We may suspend or terminate your account and access to the Services at any time, with or without cause, and with or without notice, including for violation of these Terms or as required under applicable AML/KYC or securities law. Upon termination, your right to use the Services will immediately cease, though provisions of these Terms that by their nature should survive termination (including Sections 4, 6, 7, 11, 12, 13, and 14) will continue to apply.

19. Force Majeure

We are not liable for any failure or delay in performance resulting from causes beyond our reasonable control, including natural disasters, acts of government, labor disputes, internet or utility failures, market disruptions, or other similar events.

20. Miscellaneous

- **Entire Agreement:** These Terms, together with our Privacy Policy, Form CRS, any new account agreement, and any other policies referenced herein, constitute the entire agreement between you and [Company Name] regarding the Services.

- **Severability:** If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.
- **No Waiver:** Our failure to enforce any right or provision of these Terms will not be considered a waiver of that right or provision.
- **Assignment:** You may not assign or transfer these Terms without our prior written consent. We may assign these Terms without restriction.
- **Relationship of Parties:** Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between you and [Company Name].
- **Order of Precedence:** In the event of a conflict between these Terms and a separately signed new account agreement or margin agreement, the separately signed agreement will control with respect to that account.

21. Contact Us

If you have questions about these Terms, please contact us at:

Elyndor Group. | Corporate Email:support@elyndorgroup.com Telephone: 1-888-388-2851