

# TERMS OF USE



**DEMAXIS**

investing, the way up

# TERMS OF USE

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Margin trading and leveraged products carry a high level of risk, including the risk of losing substantially more than your initial investment. Before you make any trading decision related to a financial product, you should acknowledge our Risk Disclosure and seek independent advice if necessary.

# 1. Introduction

1.1. Demaxis Ltd. (hereafter the “Company”) is a trading firm with its business address at Finance Centre, 16 Harcourt Road, Hong Kong.

## 2. Acknowledgement

2.1. The Client acknowledges that (s)he has read, understood, and accepted the general Terms of Use, which form part of the Client Agreement(s).

2.2. By accepting the Terms of Use, which form part of the Client Agreement(s), the Client enters into a legally binding agreement with the Company.

2.3. The Company may have additional or separate conditions for some of its rendered Services without derogating from the above. Accordingly, the Client is expected to read, understand, and accept all the terms of use relating to a Service before accessing such Services.

2.4. The Terms of Use herein are subject to changes from time to time, where the Company may but is not obliged to notify the Client of such changes.

2.5. The Services are available to and may only be used by individuals or companies who can form legally binding contracts under the law applicable to their country of residence.

2.6. The Services and the use of the Company’s electronic system(s) or Trading Platform are not available to any person who is, without limitation:

- a. Under the age of 18 or otherwise under legal age (“Minors”)
- b. Not in legal competence or of sound mind
- c. A citizen or resident of the countries that the Company does not accept or is prohibited from accepting Clients
- d. An employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto

2.7. In its absolute discretion, the Company reserves the right to suspend or refuse access and use of the Company’s services or electronic systems and Trading Platform to anyone that provides false information, such as but not limited to name, age, and personal capacity.

2.8. Should the case 2.5. (a) apply, the Company will refund the entire deposited amount to its source, whereby any losses or profits resulting from trading will be forfeited.

2.9. To become our official client and use the Trading Platform and Services, you must register with us by providing the required details and the requested identification documents. After you complete the Account Opening Procedure, we will send you a notice informing you whether you have been accepted as a Client of the Company. The Company is not required to accept a person as our client, and we may be unable to accept a client under Applicable Regulations, including, without limitation, anti-money laundering checks, appropriateness, or suitability tests.

2.10. There are two categories for registration of becoming our Client, namely “individual” and “company.” Additional information may be required upon registration for either category. Additionally, registrations under either category will be deemed individual registration by the Company.



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2.11. Furthermore, we reserve the right to impose additional due diligence requirements to accept Client(s) residing in certain countries or whenever the Company requires. The Agreement will take effect and commence upon the Client's receipt of the notice sent by the Company informing that (s)he has been accepted as the Company's Client.

2.12. Without derogating from the above, you agree that your country's jurisdiction is not operating under the laws of the United States of America, as the Company does not accept US citizens as clients.

2.13. A physical signature of this Agreement is not required. However, if the Client wishes to have it duly stamped by the Company, the Client needs to print and send two (2) signed copies of the Agreement to the Company, stating his/her email address. Upon receipt, the Company shall return a duly stamped copy to the Client's indicated email.

2.14. The Client acknowledges and agrees to the use of electronic signatures regarding electronic transactions and documents. The Client affirms that his/her electronic signature is a legal equivalent of his physical signature on this term. Electronic documents, forms, instructions, and communications can be received through email. If the Client's email is temporarily or permanently unavailable or inaccessible, or if his/her registered email has changed, the Client must contact the Company immediately to avoid further complications regarding receiving any electronic document.

2.15. The Client acknowledges that the Company's official language is English. Therefore, all official communications, legal documents, and correspondence shall be in English. While the Company may translate contents to other languages, it shall bear no responsibility for inaccuracy or discrepancy in the translation. The Client is advised to seek professional translating services to guarantee the accuracy of translations when using such information that the Company provides. The Client acknowledges that the English version of information, documents, and correspondence shall always be the primary basis.

2.16. The Client acknowledges that official communications between the Company and the Client are recorded, and such records shall remain the Company's absolute property. Such communication records include customer-support messages, emails, and phone calls, which are stored for quality assurance and official Company business purposes only.

2.17. In compliance with the applicable data privacy regulations and to prevent the unauthorized use of data, the Company has the right to reject requests to provide any communication records or data to any Client or third party.

2.18. The communication records can be used as evidence under relevant laws to prove communications between the two parties. Without prejudice, the communication records may be supplied as evidence in a court of law or to a government's regulatory agency in compliance with the law in force.

2.19. The Client understands and agrees that the Company prohibits certain trading activities and orders, including, but not limited to, scalping, using expert advisors, and other software that conducts manipulation or falsification in the trading platform. The Company reserves the right to halt, restrict, remove, close, or cancel any trade, order, or account when suspected or proven to conduct prohibited trading activities. If the Client is allegedly or proven involved in illegal activities or prohibited trading throughout performing obligations under any contract, relevant charges shall be made, where the Company can nullify all profits in the trading account. In this case, the Company and its providers have the right to cancel lots that were made from the beginning of the contract.



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### 3. Scope of the Terms of Use

3.1. These Terms of Use govern all the actions related to executing the Client's orders with the Company.

3.2. The Terms of Use are non-negotiable and override any other agreements, arrangements, express or implied statements made by the Company unless the Company, in its sole discretion, determines that the context requires otherwise.

### 4. Interpretation

4.1. Unless indicated to the contrary, the Terms stated below shall have the following meanings and can be used as appropriate in the singular or plural.

**"Account Opening Procedure"** means the online procedure that the Client should follow to open a trading account with the Company.

**"Access Codes"** means the username and password provided by the Company to the Client for accessing his Trading Account through the Company's electronic systems.

**"Applicable Regulations"** shall mean the rules and regulations applicable to the Company's operating country.

**"Ask Price"** means the price at which the Company is willing to sell a CFD.

**"Balance"** means the funds available in a trading account that may be used for trading financial instruments.

**"Bid Price"** means the price at which the Company is willing to buy a CFD.

**"Business Day"** means the days the Company is open for business. The days shall include 00:00 GMT+2 to 23:59 GMT+2 every Monday to Friday of the Gregorian Calendar.

**"Buy"** means a Transaction in FX or CFD that is opened by offering to buy a specific number of a particular Underlying Asset, also known as a "Long Position."

**"Client"** means a natural or legal person accepted by the Company as its Client to whom it will provide Services under the Terms. Additionally, it is a user with a registered account on the Website and has been recognized by the Company as an official Client.

**"Client Agreement"** shall mean the agreement between a Client and the Company, including these Terms of Use and any other policy posted on the Website under the section "Legal," as may be available by the Company from time to time.

**"Client Funds"** means money deposited by the Client in his/her Trading Account, plus or minus any unrealized or realized profit or loss, plus or minus any amount that is due by the Client to the Company and vice versa.

**"Collateral"** means any securities or other assets deposited with the Company's Execution Venue or the Company itself.



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**“Company”** means Demaxis Ltd. This term also refers collectively to the management, administration, directors, representatives, and staff of Demaxis Ltd.

**“Conflict of Interest”** means an additional and separate document representing the interests, procedures, policy, and direction that guides circumstances where the Client’s interests do not align with the Company or its terms and conditions.

**“Closed Position”** means the opposite of an Open Position or a closed trade.

**“Close at Loss”** shall mean an offer to close a Transaction in an FX and CFD position at a price determined in advance by you, which, in the case of a Buy, is lower than the opening Transaction price and in the case of a Sell is higher than the opening Transaction price.

**“Close at Profit”** shall mean an offer to close a Transaction in an FX and CFD position at a price determined in advance by you, which, in the case of a Buy, is higher than the opening Transaction price and in the case of a Sell is lower than the opening Transaction price.

**“Contract for Difference (CFD)”** means any CFD on spot foreign exchange (“FX”), whether oral or written, for the purchase or sale of any commodity, security, currency, or other financial instruments or property, including any derivative contracts such as options, futures, shares, or any other CFD related financial instrument that is available for trading through the Company’s trading platform(s); a complete list of the financial instruments is available on the Website or Trading Platform.

**“Common Reporting Standard (CRS)”** shall mean an information standard for the automatic exchange of tax and financial information on a global level, which the Organization for Economic Co-operation and Development (OECD) developed in 2014. Its purpose is to combat tax evasion.

**“Counterparties”** shall mean banks or brokers through which the Company may cover its Client transactions.

**“Cryptocurrencies”** shall mean digital or virtual currency that uses cryptography for security.

**“Currency Pair”** shall mean the object or Underlying Asset of an FX Contract based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much Quote currency is needed to purchase one unit of the Base Currency.

**“Coupon Rate”** shall mean the interest rate applicable to bond CFDs and is in line with the bond’s paramount invested percentage.

**“Credentials”** shall refer to the purposes of this Agreement as the login details of the Client used to gain access to the registered account with the Company.

**“Declared Price”** means the price the client requested for instant execution or pending order.

**“Deposit(s)”** means the money or funds made available by the Client into the registered account with the Company.

**“Difference”** means the difference in price between the opening of a transaction and the closing of such Transaction.



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**"Dormant Account"** is an account with a credit balance considered dormant if, during a six (6) month period, no transactions have been carried out related to the account by or on the account holder's instructions.

**"Durable Medium"** means any instrument that enables the Client to store information in a way accessible for future reference for a particular period adequate for the information and allows the unchanged reproduction of the information stored.

**"Inactive Account"** means when a client with any trading account(s) held with the Company under any of its brands has not placed a trade, opened or closed positions, or made a deposit into the client's trading account for a period of ninety (90) days or more.

**"Electronic Signature"** shall mean the digital method provided for Clients to sign and confirm official documents, contracts, or other instruments as the context may require.

**"Equity"** means the balance plus or minus any profit or loss derived from open positions.

**"Event of Default"** Refer to Section 20 of this Agreement.

**"Execution"** means the execution/completion of a client's orders on the Company's trading platform, where the Company acts as the Execution Venue for the Client's transactions.

**"Execution of Orders"** shall refer to an additional policy of the Company on the execution of instructions, orders, and transactions related to the contract between the Company and the Client.

**"Execution Venue"** is the counterparty for transactions and holder of the Clients securities or other assets deposited.

**"FATCA"** means the United States federal law "Foreign Account Tax Compliance Act."

**"FX Contract or FX"** means the type of CFD where the Underlying Asset is a Currency Pair. Hence any mention of CFDs in general or CFD risk warnings in this Agreement also covers FX contracts. Although FX contracts are included in the definition of CFDs, they may be mentioned separately in this Agreement and on the Website.

**"Floating Profit/Loss"** shall mean the unrealized profit/loss of open positions at the current prices of the Underlying Assets.

**"Free Margin"** means the funds available for opening a position; it is calculated as  $\text{Free Margin} = \text{Equity} - \text{Margin}$ .

**"Initial Margin"** means the minimum amount of money required in your Trading Account to open a Transaction, as specified on the Trading Platform from time to time for each underlying asset.

**"Manifest Error"** shall mean any error that we reasonably believe to be obvious or palpable, including, without limitation, offers to execute Transactions for exaggerated volumes of Underlying Assets or at manifestly incorrect market price quotes or prices at an apparent loss.

**"Margin"** means the required available funds in a Trading Account to open and maintain an Open Position.



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**"Margin Call"** is when the Margin posted in the account is below the minimum margin requirement, the Company's Execution Venue issues a Margin Call, and in this case, the Client will have to either increase the Margin that (s)he has deposited or to close out his/her position(s). If the Client does not do any of the aforementioned, the Execution Venue shall have the right to close the Client's positions.

**"Margin Level"** means the percentage of the Equity to Margin ratio; it is calculated as  $\text{Margin Level} = \text{Equity} / \text{Necessary Margin}$ .

**"Market Order"** means Orders that are executed at the best available market price.

**"Market Rules"** means the rules, regulations, customs, and practices from time to time of any exchange, clearinghouse, or other organization or market involved in the conclusion, execution, or settlement of a Contract or any exercise by any such exchange, clearinghouse, or other organization or market of any power or authority conferred on it.

**"MTF"** means Multilateral Trading Facility.

**"Open Position"** means any long or short position that has not been closed.

**"Orders"** means any trading transactions executed on the Company's trading platform(s) by the Client.

**"Over-the-counter (OTC)"** means any Contract concerning a commodity, security, currency, or other financial instrument or property which is not traded on a regulated stock or commodity exchange but "over-the-counter."

**"Scalping"** means a method of arbitraging or a fraudulent form of market manipulation. Scalping may also refer to opening trades for less than five (5) minutes.

**"Security"** means any securities or other assets deposited with the execution venue.

**"Sell"** means an FX and CFD Transaction opened by offering to sell a specific number of a particular Underlying Asset, also known as a "short position."

**"Services"** means the services the Company provides to the Client governed by these Terms of Use.

**"Spread"** means the difference between the Ask Price and the Bid Price of an Underlying Asset simultaneously.

**"Spreads and Conditions Schedule"** means the schedule of spreads, charges, margin, interest, and other rates which may apply to the Services as determined by the Company on a daily basis. The Spreads and Conditions Schedule is available on the Website.

**"Swap"** or "Rollover" means the interest added or deducted for holding an open position overnight.

**"Terms"** mean these Terms of business governing all the actions related to the execution of your trades.

**"Trade Confirmation"** means a notification from the Company's trading platform to the Client confirming the Client's entry into a Contract.

**"Transaction"** means the opening or closing of an offer to buy or sell an FX and CFD for an Underlying Asset on the Trading Platform, whether by you or us.



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**“Trading Platform”** means any online trading platform made available to the Client by the Company for placing orders, requesting quotes for trades, receiving price information and market-related news, as well as having a real-time revaluation of the open positions through the online that can be either a mobile trader, web trader, or desktop trader.

**“Trading Account”** means a personalized trading account that the Client holds with the Company, designated with a unique account number and used for trading with the Company.

**“Underlying Asset”** means the financial instrument (e.g., stock, futures, commodity, currency, index) based on the price of a derivative.

**“Underlying Market”** shall mean the relevant market where the Underlying Asset of a CFD is traded.

**“US Reportable Persons”** who are, as per FATCA:

- a. A US citizen (including dual citizen)
- b. A US resident alien for tax purposes
- c. A domestic partnership
- d. A domestic corporation
- e. Any estate other than a foreign estate
- f. Any trust if:
  - i. A court within the United States is able to exercise primary supervision over the administration of the trust
  - ii. One or more United States persons have the authority to control all substantial decisions of the trust
  - iii. Any other person that is not a foreign person

**“Website”** means the primary and official site of the Company.

## 5. Intellectual Property

5.1. You acknowledge that all content, trademarks, service marks, trade names, logos, icons, and in general, all intellectual property rights on the Company’s Website are the property of the Company, the Group of Companies, or its affiliates or agents. Accordingly, such intellectual properties are protected by copyright laws and applicable international provisions.

5.2. You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials you print or download from the Website. You will not obtain any intellectual property rights or any right or license to use such materials or the Website other than as set out in this Agreement.

5.3. You also agree not to copy, record, edit, alter, or remove any materials on the Company’s Website. This shall include, without limitation, not removing, editing, or otherwise interfering with (or attempting to remove, edit or otherwise interfere with) any name, marks, logos, or branding on the Company’s Website.

5.4. Images displayed on the Website are either the property of the Company or related Group companies or used with permission. You agree not to upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the Company and the prior written consent of the Company.



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## 6. License & Use of the Website & Platform

6.1. The Company grants you a non-exclusive, non-transferable, and limited personal license to access and use our Website (the “License”). The License is conditioned on your continued compliance with the terms and conditions of this Agreement. Upon accepting this Agreement, the Client is entitled to apply for Access Codes to gain online access to the Company’s electronic system(s) and trading platform(s), thereby being able to place orders for transactions on any financial instrument available from the Company. Further, the Client will be able to trade on the Company’s Trading Platform with and through the Company using a personal computer, smartphone, or any other similar device connected to the internet. In line with this, the Client understands that the Company can, at its absolute discretion, terminate the Client’s access to the Company’s system(s) to protect both the Company and the Client’s interests and ensure the systems’ effectiveness and efficiency.

6.2. The Client is responsible for ensuring that (s)he alone controls access to his/her account credentials and that no person(s) under the legal age or any other person(s) is granted access to the Company’s system and the Client’s trading account or the Company’s Trading Platform using the Client’s account credentials. You acknowledge that you are ultimately responsible for all actions on the Trading Platform through your Registration Data, including irregular or unauthorized disclosure of your account credentials.

6.3. The Client is responsible for all acts or omissions within the Company’s Website using his/her registration information. If the Client believes that someone has used or is using his/her registered information, username, or password to access any Service without his/her authorization, the Client should notify our Support Team immediately. The Client will make every effort possible to keep the Access Codes secret and known only to him and will be liable for any Orders received by the Company through his trading Account under his Access Codes. Further, any Orders received by the Company will be considered as received from the Client.

6.4. The Client agrees not to attempt to abuse the Trading Platform to make illegal profits or make profits by taking advantage of the server latency or applying practices such as price manipulation, lag trading, and time manipulation.

6.5. The Client will receive an email with his/her trading platform information, including the trading account number and password, after successfully activating his/her trading account with the Company.

## 7. Applicable Jurisdiction

7.1. This Agreement and all transactional relations between the Client and the Company are governed by the applicable laws. Accordingly, the competent court for settling any dispute between them shall be the District Court of the district where the Company’s headquarters are located. Nothing in this Clause will limit our right to commence proceedings against you about any dispute or claim in any jurisdiction that we consider appropriate, nor will the taking of proceedings in one or more jurisdictions preclude us from taking proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by Applicable Law.



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## 8. Administration & Marketing

8.1. You accept that the Company may, for administering the terms of the Agreement from time to time, make direct contact with the Client by telephone, fax, email, or post.

8.2. You accept that the Company, its affiliates, or any other company in the same group of the Company may make contact with you, from time to time, by telephone, fax, email, or post for marketing purposes, including conducting market research and bringing products and services that you may be interested into your attention.

## 9. Online & Electronic Trading

9.1. The Client acknowledges the electronic nature of the Services and the inherent risk that communications by electronic means may not reach their intended destination or may do so much later than intended for reasons outside the Company's control.

9.2. The Company does not control the power signal, its reception or routing via the internet, or any other means of electronic communications. Such electronic means may also include the configuration of the Client's equipment and the reliability of its connection. Therefore, the Company shall not be liable for any claims, losses, damages, costs, or expenses, including attorney's fees, caused by direct or indirect failure of any transmission or communication systems or computer facilities belonging to the Company.

9.3. The Client must keep all login and Access Codes information secret and ensure that third parties do not obtain access to the trading facilities. Accordingly, the Client would be held responsible for unauthorized or prohibited transactions executed through the Client's password even if the Client did not conduct such transactions.

9.4. Unless otherwise indicated or agreed, any prices shown on the Company's Trading Platform are indicative at the time displayed based on data subject to constant change. The execution price is the price confirmed to the Client on the Trade Confirmation, issued (whether on screen or otherwise) after the Client order is executed. However, in some instances, this price may differ from the price on the screen when the order was placed. If an incorrect price is used as the basis of any transaction, the Execution Venue reserves the right to amend or revoke the details of the transaction(s) in question.

9.5. The limit order functionality of the Trading Platform will be subject to the internet service remaining available over the period in which the limit order is outstanding and will be subject to size limits input by the Execution Venue's dealer(s) remaining in excess of the Client's order size and such dealer's position limits or any other limits determined by the Execution Venue to apply to the Client (whether or not disclosed to the Client) still being able to facilitate the order at the time the limit price is reached.

9.6. The identification or use of any third-party products, services, or websites is not an endorsement by the Company of such services, products, or websites. The Company accepts no responsibility or liability regarding any materials on any website that is not under the Company's direct control.

9.7. Using the platform for electronic trading indicates the Client's acceptance of the applicable terms and conditions.



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## 10. General Trading Conditions

10.1. Orders placed by the Client can be transmitted for execution to another party (Liquidity Provider). Therefore, the Company shall not be executing your Orders as a counterparty in the Transaction against you, or the Company will execute your Orders as a counterparty.

10.2. You acknowledge that each Transaction conducted on the Trading Platform, including the placing of an Order, is comprised of, first, an offer by you to us to complete a Transaction (whether such offer is to open a Transaction or close an open Transaction) at a specific price quoted on the Trading Platform, and our subsequent acceptance of your offer. A Transaction will only be deemed completed when your offer has been received and accepted by us. Our acceptance of an offer will be evidenced by our confirmation of its terms to you and its completion.

10.3. We will be under no obligation to, but may, in our absolute discretion, provide quotes for, or accept, execute, or cancel all or any part of a Transaction that you have requested through the Trading Platform without giving any reason. You may request to cancel or amend a Transaction before we complete such a Transaction. We shall be entitled, but not obliged, to accept such a request at our sole discretion.

10.4. We reserve the right to void any Transaction containing or based on any Manifest Error from the outset. In the absence of our fraud or willful default, we will not be liable to you for any loss, cost, claim, demand, or expense following any Manifest Error.

10.5. You acknowledge that all prices and quotes shown on the Trading Platform are indicative only of actual trading prices in Normal Market Size and are subject to constant change. The Company provides quotes by considering the Underlying Asset price, but this does not mean that these quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the applicable Underlying Asset at that time.

10.6. You must comply with any restrictions we notify you of from time to time regarding your activities on the Trading Platform, including, without limitation, the size of Transactions or other conditions that may apply to our quote. You acknowledge that we may offer and impose on each user, at our sole discretion, different terms and restrictions regarding the use of the Trading Platform.

10.7. You acknowledge that the Trading Platform is independent of any Underlying Markets, and we are not obligated to quote a particular price or follow the trading rules consistent with such Underlying Markets. You further acknowledge that triggering your Transaction is linked to the prices we quote on the Trading Platform, not those quoted on the relevant Underlying Markets. When determining whether the prices quoted on the Trading Platform reach or exceed the price we accepted in a Transaction, we will be entitled (but not obliged) to disregard any prices we quoted during pre-market, post-market, or intra-day auction periods in the relevant Underlying Markets. Additionally, we may disregard the prices during any intraday or other period of suspension in the relevant Underlying Markets or during any other period that, in our reasonable opinion, may give rise to short-term price spikes or other distortions. Our prices may differ from the current prices on the relevant Underlying Markets, and you acknowledge that a Transaction may be triggered even though:

- a. An Underlying Market never traded at the level of your Transaction
- b. The Underlying Market did trade at the level of your Transaction but for such a short period that it would have been impractical to execute an equivalent transaction on the Underlying Markets

10.8. When you complete a Transaction on the Trading Platform, you agree not to deal with a recognized exchange.



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10.9. You acknowledge that any prices quoted on the Trading Platform are set by the Liquidity Provider or the Company at its reasonable discretion, considering various factors, including prevailing market conditions and trading demand on the Trading Platform. You undertake and agree not to use the prices quoted on the Trading Platform for any purpose other than your trading purpose. You agree not to redistribute our prices to any other person, whether such redistribution is for commercial or other purposes.

10.10. You acknowledge that each Transaction is made for a specified number of units constituting the Underlying Asset. You may only complete Transactions on the Trading Platform for the minimum number of units set forth on the Trading Platform as the "Unit Amount" and in multiples of such "Unit Amount" until the maximum amount permitted by the Trading Platform. You acknowledge and agree that we may set the "Unit Amount" for each Underlying Asset at our sole and absolute discretion.

10.11. Each Transaction opened by you, and any Transaction completed, will be binding on you, notwithstanding that by opening the Transaction, you may have exceeded any credit or other limit applicable to you or as relevant to your dealings with us.

10.12. Subject to Paragraph 10.15., you may request a quote to open or close a Transaction for a particular Underlying Asset during the Trading Hours for such Underlying Asset. We will be under no obligation to but may, in our absolute discretion, provide a quote and accept and act on your offer to open or close a Transaction for an Underlying Asset outside of the Trading Hours of such Underlying Asset. In some cases, Transactions may only be traded when the relevant Underlying Market where the traded Underlying Asset is open. Trading Hours are displayed on the Trading Platform under the details link for each underlying asset. It is your responsibility to ensure you are aware of which Underlying Asset may be affected.

10.13. Without prejudice to any of our rights hereunder, if, prior to accepting your offer to open or close a Transaction, we become aware that any of the factors set out in Paragraph 10.14. have not been met, we reserve the right to reject your offer outright. Nevertheless, if we opened or closed a Transaction before becoming aware, that factors from Paragraph 10.14. were not met, we may, in our absolute discretion, treat such a Transaction as void from the outset or close it at our prevailing price. However, at our complete discretion, we may allow you to open or, as the case may be, close the Transaction, in which case you will be bound by the opening or closure of such Transaction, notwithstanding the factors in Paragraph 10.14. were not satisfied.

10.14. The factors are referred to in Paragraph 10.13. include the following:

- a. The quote must be obtained via the Trading Platform or by such other means as we may, from time to time, notify you
- b. Your offer to open or close the Transaction must be given while the quote is still valid.
- c. The quote must not contain a Manifest Error
- d. When you offer to open a Transaction, its number of units must neither be smaller than the Instrument's specified minimum unit amount (as indicated on the Trading Platform) nor greater than the allowable amount according to the terms of this Agreement
- e. When you offer to close part but not all of an open Transaction, both the part of the Transaction that you offer to close and the part that would remain open if we accepted your offer must not be smaller than the minimum unit amount specified on the Trading Platform
- f. Force Majeure Event must not have occurred when you offer to open or close a Transaction
- g. An Event of Default must not have occurred related to you



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- h. When you offer to open any Transaction, the opening of the Transaction must not result in your exceeding any initial or maintenance margin amount, credit, or other limit placed on your dealings
- i. Subject to Paragraph 10.12., your offer must be given to us during the Trading Hours for the applicable Underlying Asset relevant to your offer to open or close the Transaction
- j. The internet connection or communications are not disrupted
- k. There is no request from regulatory or supervisory authorities of the applicable jurisdiction or court order to the contrary
- l. The legality or genuineness of the Order is not under doubt
- m. There are Normal Market Conditions
- n. Any other reasonable factor that we, in our sole discretion, notify you of from time to time

10.15. If, before your offer to open or close a Transaction is accepted by us, our quote moves to your advantage (for example, if the price goes down as you buy or the price goes up as you sell), you agree that we can (but do not have to) pass such price improvement on to you. The effect of such action is that the level at which you offer to open or close a Transaction will be altered, upon our acceptance, to a more favorable price. You acknowledge that it is in your best interests for us to change the level of your offer in the manner contemplated in this Paragraph, and you agree that any offer altered related to this Paragraph, once accepted by us, results in a fully binding agreement between us.

10.16. Without derogating from the foregoing, you acknowledge that it is within our sole discretion when we will pass on a price improvement to you. You should also note that we will only pass on a price improvement within allowable limits.

10.17. The Company is under no obligation unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. When the Company decides to do so, it will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue. It is your responsibility always to be aware of your open positions.

10.18. Insolvency - If a company whose Underlying Asset forms the FX and CFD goes into insolvency or is otherwise dissolved, we shall close any such of your open Transactions in FX and CFD of that Underlying Asset. The closing date shall be the date of insolvency.

10.19. Abusive Trading - If the Company reasonably suspects that the Client performed abusive trading, such as but not limited to pip-hunting, scalping, arbitrage, manipulations, or a combination of faster/slower feeds, it may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

- a. Terminate this Agreement immediately without prior notice to the Client
- b. Cancel any Open Positions
- c. Temporarily or permanently bar access to the Trading Platform or suspend or prohibit any functions of the Trading Platform
- d. Reject or decline or refuse to transmit or execute any Order of the Client
- e. Restrict the Client's trading activity
- f. In the case of fraud, reverse the funds to the actual owner or according to the relevant country's law enforcement and authorities
- g. Cancel or reverse profits gained through abusive trading or the application of artificial intelligence in the Client's Account
- h. Take legal action for any losses suffered by the Company



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10.20. The Company will use reasonable efforts to execute an Order. However, you agree that despite the Company's reasonable efforts, transmission or execution may not always be achieved at all for reasons beyond the control of the Company.

10.21. We reserve the right to adjust swap charges on equities or indices CFDs for any Client's trading account. We may also reverse any cumulative profits derived if we suspect that the particular Client is deliberately attempting to take advantage of any Corporate Actions (i.e., ex-dividend, share split) affecting the price movement of the underlying assets.

10.22. The Client affirms that (s)he has a complete understanding of the inherent risks involved in granting access and authority to a third party to operate or manage his/her trading account. The Client is accountable for any damage or loss from authorizing third-party access. The Client ensures that (s)he is acquainted with all the activities the relevant third party performs. While third-party access may be permitted, the Client agrees that the Company is not obligated to provide counsel and recommendations.

10.23. Third-party access and authorization to the Client's account must be requested in writing, subject to the Company's approval. The Client must safeguard his/her account information from unauthorized third-party access or use. If the Client presumes or suspects that there has been unauthorized or inappropriate use or access to his/her trading account with the Company, such an incident must be reported immediately. The Client is solely responsible for the losses or damages (s)he may incur upon the third party's misuse of his/her account.

10.24. If the Client intends to grant trading authority and control over his/her account to a third party, (s)he understands and agrees that there would be additional terms and conditions that the Client and the relevant third party must fulfill. The Client can allow a third party to manage his/her trading account at his/her own risk, provided that (s)he submitted a formal request in writing, subject to the Company's approval, and a further written agreement was granted. Neither the Company nor its affiliates are responsible for overseeing the Client's choice of such a third party or making any related recommendations. The Company will not be liable for any loss or damage the Client may incur for granting authority or control to any third party. Moreover, the Company reserves the right to reject and dismiss the Client's appointed third party and any transactions he/she performs without prior notice.

10.25. The Client agrees to comply with the condition regarding the account authorization to first-degree relatives. Notwithstanding compliance with the procedures above, the Company retains the right to reject or terminate any third-party authorization request.

10.26. The Client affirms that (s)he is aware of all trading activities and operations carried out by the authorized third party in his/her trading account. The Client ensures that the authorized third party understands and consents to the present Agreement and can manage the trading account effectively. The Client is liable for the damage or loss (s)he may incur on granting access and authorization to any third party.

10.27. The Company has the discretion to accept, reject, restrict, and terminate the use and continuous access of the authorized third party to the trading account. Furthermore, the Company reserves the right to reject any transaction carried out by the third party on behalf of the Client.



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## 11. Trading Volume

11.1. The Company reserves the right to increase or decrease the trading volume limitation level of one or more instruments at any time without giving prior notice. The volume limitation is applied per-client basis (the volume is expressed on a NET standard lot, 1 = 100,000.00 USD). Therefore, the maximum volume can reach up to 100 standard lots.

11.2. If the Client attempts to exceed the volume limit on any of the Instruments described above, the request will be automatically declined, and an "Off Quote" message will be displayed.

## 12. Prohibited Trading

12.1. The Client agrees and acknowledges that the Service provided by the Company to the Client hereunder is not adapted for specific trading techniques commonly known as "arbitrage trading," use of expert advisors or software that conducts manipulation or falsification of the trading platform, "scalping," "picking/sniping" (Sniping: the situation where the Client is prematurely buying or selling near current prices). In the event of the Client employing such techniques, the Client agrees and acknowledges that the Company may, at the Company's sole discretion, take one or more, or any portion of, the following actions:

- a. Close the Client's account(s)
- b. Suspend the Client's account for an indefinite period
- c. Carry out an investigation on the Client's account for an indefinite time
- d. Charge a penalty fee to the Client in the same or greater amount of money that resulted from the Client using such techniques
- e. Halt, restrict, remove, close, or cancel any trade, order, or account that is suspected or proven to conduct prohibited trading activities

12.2. If the Client is proven or allegedly involved in illegal activities or prohibited trading throughout the period of performing obligations under any contract, relevant charges shall be made, where the Company can nullify all profits in the trading account. In this case, the Company and its providers have the right to cancel lots that were made from the beginning of the contract.

12.3. The Client shall not unlawfully access or attempt to gain access, reverse engineer, or otherwise circumvent any security measures the Company has applied to the Platform.

12.4. It is prohibited to take any of the following actions:

- a. Intercept or monitor, damage, or modify any communication which is not intended for him/her
- b. Use any spider, virus, worm, trojan horse, time bomb, or any other codes or instructions designed to distort, delete, damage, or disassemble the Trading Platform or the communication system, or any system of the Company
- c. Send any unsolicited commercial communication not permitted by Applicable Law



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## 13. Arbitrage

13.1. Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the Trading Platform does not accurately reflect the market rates. The concept of arbitrage and or taking advantage of these internet delays cannot exist in an OTC market where the client buys or sells directly from the principal. Accordingly, the Company does not permit the practice of arbitrage on the Trading Platform. Transactions that rely on price latency arbitrage opportunities may be revoked without prior notice. The Company reserves the right to make the necessary corrections or adjustments on the involved Account without prior notice. Accounts that rely on arbitrage strategies may, at the Company's sole discretion, be subject to the Company's intervention and the Company's approval of any Orders. At its sole discretion, the Company will resolve any dispute arising from such quoting or execution errors.

13.2. The Company shall have no obligation to contact the Client to advise upon appropriate action in light of changes in market conditions or otherwise.

13.3. The Client agrees to indemnify and hold the Company, its affiliates, and any of their directors, officers, employees, and agents harmless from and against any liabilities, losses, damages, costs, and expenses, including legal fees incurred in connection with the provision of the Services under these Terms provided that any such liabilities, losses, damages, costs, and expenses have not arisen for the Company's gross negligence, fraud or willful default.

## 14. Untrue Trades

14.1. The Company shall have the right to annul and reverse any trades deemed untrue or opened at a fictitious price not existing on the market at the time of opening. Such cases include but are not limited to trades based on a non-market Quotation or based on latency trading (such as old prices).

## 15. Margin Call

15.1. The Client shall pay to the Execution Venue on-demand:

- a. Such sums of money by way of deposits or as initial or variation Margin as the Company may from time to time require
- b. Any amount necessary for maintaining a positive balance in any or all Accounts

15.2. In case of a negative balance in the Client's Trading Account due to Stop Out, the Company will make a relevant adjustment of the total negative amount so the Client does not suffer the loss as per our Negative Balance Policy.

15.3. A margin stop-out rule on a per-account basis standardized to the percentage of margin (at 25% of the minimum required margin) at which we close out one or more retail clients' open CFDs.

15.4. Before you are allowed to enter into a Transaction, you will generally be required to deposit money with us (known as "Margin"). This Margin will be calculated as a proportion of the overall Transaction value, which means you will use "leverage" or "gearing," which can work for or against you. For example, a slight price movement in your favor can result in a high return on the Margin placed for the CFD, but a slight price movement against you may result in substantial losses.



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15.5. We are not obliged to make a Margin Call, and you are responsible for maintaining appropriate arrangements with us at all times for the communication of Margin Calls. Any open position will immediately be deemed at risk of being closed once the account enters a margin call. It is your responsibility to monitor, at all times, the funds available in your Trading Account to cover any Margin required as a result of your trading decisions.

15.6. The Company may offer Margin Call service, which can be triggered if the margin level falls to 100% of the required margin. In this case, the Client will receive a notification that the margin level has dropped to 100%, and the Client should monitor the account closely. It must be mentioned that connection problems or other technical issues may cause the Margin Call to be delayed. Therefore, as explained in 18.4., the Client should not rely on the Margin Call service and must constantly monitor the accounts and margin levels. You are responsible for ensuring the required funds are available in the trading account to maintain open positions.

15.7. In order to open a Transaction for an Underlying Asset, you undertake to provide the Initial Margin in your Trading Account. To keep a Transaction open, you ensure that the amount in your Trading Account exceeds the Maintenance Margin. You acknowledge that the Margin for each Underlying Asset differs and may be changed by us at our sole discretion from time to time.

15.8. Deposits into your Trading Account can be made by wire transfer or another payment method to a bank account or other location, as we may notify you from time to time. Based on the amount of money you have in your Trading Account, we retain the right to limit the amount and the total number of open Transactions you may wish to open or currently maintain on the Trading Platform. It is understood that each type of Trading Account we offer from time to time may have different Margin Requirements.

## 16. Cryptocurrency Trading

16.1. When trading in CFDs where the underlying asset is a Cryptocurrency, the Client should consider that Cryptocurrencies are traded on non-regulated decentralized digital exchanges. Hence, the price formation and the price movements of the Cryptocurrencies depend solely on the internal rules of the particular digital exchange, which may be subject to change at any time and without notice which often leads to very high intra-day volatility in the prices.

16.2. In the case of trading CFDs in Cryptocurrencies, the Client accepts a significantly higher risk of loss of the invested capital, which may occur within a concise time frame due to unanticipated adverse price movements of the Cryptocurrencies.

16.3. The Company's pricing data and market on Cryptocurrencies originate from the decentralized digital exchanges where the Cryptocurrencies are traded. Considering that such exchanges are not regulated, the market data and price feed information provided by such exchanges may be subject to the internal rules and practices of such exchanges, which may significantly differ from the rules and procedures observed by the regulated exchanges. Therefore, the pricing formation rules of the Cryptocurrency exchanges are not subject to any regulatory supervision and may be changed at any time at the relevant digital exchange's discretion. Also, such digital exchanges may introduce trading suspensions or take other actions that may result in suspension or cessation of trading on such exchanges or the price and market data feed becoming unavailable to us.

16.4. The above factors could result in a material adverse effect on Clients' open positions, including the loss of all of the Client's invested capital. Where a temporary or permanent disruption to or cessation of trading occurs on any digital exchange from which we derive our price feeds for the relevant Cryptocurrency, Clients' positions in such Cryptocurrency will be priced at the last available



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price for the relevant Cryptocurrency. As a result, clients may be unable to close or liquidate their position or withdraw any funds related to it until trading on the relevant digital exchange resumes (if at all). The Client accepts that where the trading resumes at either the relevant initial digital exchange or on any successor exchange thereof, there may be a significant price differential (price gapping) which may impact the value of the Client's CFD positions in the relevant Cryptocurrencies and result in substantial gains or losses. Where trading does not resume, the Clients' entire investment will potentially be lost altogether.

16.5. The Client agrees that (s)he has been informed by the Company and understands this particular risk and will take that risk into account when making any investment decisions regarding trading CFDs in Cryptocurrencies. Taking a Short Position in some regulated equity markets could be challenging. For instance, if the underlying equity-related Financial Instrument is illiquid or in short capitalization, an Exchange or regulator may prohibit short trading. For these situations, we may not be able to provide a CFD to reflect a short position at all, or the Client may be charged an additional fee to open such a Short Position. We will advise the Client, where possible, of such an additional fee in advance, based on the date, and we will become aware of such short-selling exclusions. In case Clients are trading CFDs in Cryptocurrencies, they fully understand and agree with the additional risks associated with such trading, as set out above.

## 17. Authority to Trade

17.1. You hereby authorize us to act on any instruction given or appearing to be given by you on the Trading Platform.

17.2. We shall be entitled, and you hereby authorize us to rely upon any oral, electronic, or written communication or instruction received from you. You agree that:

- a. Once logged on to the Trading Platform following the entry of the Access Codes, we are authorized to act upon instructions without inquiring about the validity of the instructions and consider the instructions of like force and effect as written orders made by you
- b. Following log-in to the Trading platform, nothing in this Paragraph will oblige us to verify the validity of each instruction or the signatures prior to every trade
- c. You shall bear the risk of all authorized, unauthorized, improper, or fraudulent instructions, even if such instructions were provided without your authority; you shall indemnify us against and save us harmless from all losses, costs, fees, damages, expenses, claims, suits, demands, and liabilities whatsoever that we may suffer or incur or that may be brought against us, in any way relating to or arising out of our acting upon, delay in acting upon or refusal to act upon any such instructions or information

17.3. Without derogating from the above, we will not be under any duty to act to any relevant instruction if we reasonably believe that:

- a. The person who provided such an instruction acted over his authority
- b. Acting upon such an instruction would infringe any law, rule, regulation, or the Client Agreement(s)
- c. If we have accepted an offer to perform a Transaction that we later suspect falls within Paragraphs (a) and (b) hereunder, we may, in our absolute discretion, either close such a Transaction at the then prevailing price quoted on the Trading Platform or treat the Transaction as having been void from the outset

17.4. Nothing in the Paragraph above shall be construed as an obligation on our part to inquire about the authority of any person who purports to represent you.



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17.5. Any offer to open or close a Transaction (including an Order) must be made by you through the Trading Platform only. Written offers to open or close a Transaction, including via fax, email, or mobile, will not be accepted.

17.6. If we receive an offer to open or close a Transaction other than under Paragraph 20.4., we may act on such an offer at our sole discretion. However, we will not be responsible for any loss, damage, or cost you may suffer or incur arising from any error, delay, or omission in our acting or refusal to act on such an offer.

17.7. The Company shall receive, execute, and transmit all Orders strictly relevant to the Client Agreement(s). The Company will have no responsibility for checking the accuracy and the logic of any Order. Any Order given to the Company constitutes an irrevocable instruction to the Company to proceed with the Transaction on the Client's behalf.

## 18. Market Information & Recommendations

18.1. The Company may, but is not obligated to, provide the Client trading materials, such as market information and signals, fundamental analysis, technical analysis and data, news articles and reports, statistical analysis, education videos, electronic books (collectively referred to as the "Trading Materials"). The Company may also, without the obligation, provide the Client recommendations and analyses and other assistance in trading.

18.2. The Client acknowledges that these trading materials, recommendations, and trading assistance do not, in any way, qualify as legal, tax, or investment advice. The Company cannot and does not guarantee any express or implied statement regarding profits or income. The Client is exclusively responsible for his/her interpretation, application, and implementation of any recommendations and materials the Company provides to him/her.

18.3. The Client understands and agrees that the use of trading materials and market information that the Company provides is for reference only. Therefore, unauthorized redistribution or disclosure of information emanating from the Company is strictly prohibited. The Client represents that (s)he is knowledgeable of all relevant laws restricting the use or otherwise of the trading materials and market information the Company provides.

18.4. The Company cannot and does not guarantee the accuracy of trading materials and market information recommended or provided to the Client. The Company is not obligated to continue, stop, modify, update, or otherwise alter the provision of and the contents of these materials and information.

## 19. Advice & Commentary

19.1. The Company will not advise the Client about the merits of a particular Order or give him/her any investment advice. The Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Underlying Assets. Accordingly, the Client alone will decide how to handle his/her Trading Account, place orders, and make relevant decisions based on his/her judgment.

19.2. The Company will not be obliged to provide the Client with any legal, tax, or other advice relating to any Transaction. Accordingly, the Client should seek independent advice before entering into a Transaction.



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19.3. The Company may, from time to time and at its discretion, provide the Client with information, news, market commentary, or other information but not as part of its Services to the Client. Where it does so:

- a. The Company will not be responsible for such information
- b. The Company gives no representation, warranty, or guarantee as to the accuracy, correctness, or completeness of such information or as to the tax or legal consequences of any related Transaction
- c. This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client
- d. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons
- e. The Client accepts that the Company may have acted upon itself to use the information it was based on prior to dispatch; the Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information simultaneously as other clients

19.4. Market commentary, news, or other information provided and made available by the Company are subject to change and may be withdrawn without notice.

## 20. Event of Default

20.1. The Company and Execution Venue have the right to retain and deduct from any amount they owe or are holding for the Client if such amount is a Client's due toward the Company.

20.2. In order to discharge you from any or all obligations toward the Execution Venue or us, you hereby authorize the Execution Venue and us, at our sole discretion, and without notice and liability, to sell, apply, set off, or charge any or all of your assets, including the proceeds from such assets which the Execution Venue and we have custody or control.

20.3. Each and any of the following events shall constitute an Event of Default if:

- a. The Client fails to make any payment or fails to do any other act or thing required by these Terms
- b. The Client fails to remit funds necessary to enable the Execution Venue to take delivery under any Contract on the first due date
- c. The Client fails to provide assets for delivery or take delivery of assets under any Contract on the first due date
- d. The Client dies or becomes of unsound mind or is declared absent
- e. An application is made related to the Client for an interim order if a bankruptcy petition is presented related to the Client or if a partnership relevant to one or more of the partners, or if a company, a receiver, trustee, administrative receiver, or similar officer is appointed
- f. A petition is presented for the winding-up or administration of the Client
- g. An order is made, or a resolution is passed for the winding-up or administration of the Client (other than for amalgamation or reconstruction with the prior written approval of the Company)
- h. Any distress, execution, or other process is levied against any of the Client's property and is not removed, discharged, or paid within seven (7) days
- i. Any security created by any mortgage or charge becomes enforceable against the Client, and the mortgagee or charge takes steps to enforce the security or charge



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- j. Any indebtedness of the Client or any of its subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity because the Client's default (or any of its subsidiaries) fails to discharge any indebtedness on its due date
- k. The Client fails to fully comply with any obligations within the text of these Terms or any Contract, including failure to meet margin requirements
- l. Any of the representations or warranties that the Client gives are, or become, untrue.
- m. The Execution Venue or the Client is requested to close out a Contract (or any part of a Contract) by any regulatory agency or authority
- n. The Company is obliged to do so by operation of law
- o. The Company reasonably considers it necessary for its own protection
- p. There is reasonable suspicion that the Client involves the Company in any fraud or illegality
- q. The Company suspects that the Client is engaged in money laundering activities, terrorist financing, or other criminal activities

20.4. Upon an Event of Default, the Company and Execution Venue are entitled to make any of the following:

- a. Sell or charge some or all the Client's Security, assets, and property which may, from time to time, be in the possession or control of the Execution Venue or call on any guarantee
- b. Purchase any Security, investment, or other property where this is, or is in the reasonable opinion of the Execution Venue likely to be, necessary for the Execution Venue to fulfill its obligations under any Contract; in this case, the Client shall reimburse the Execution Venue, the total amount of the purchase price plus any associated costs and expenses
- c. Deliver any Security investment or property to any third party, or otherwise, take any action the Execution Venue considers desirable to close out any Contract
- d. Require the Client to immediately close out and settle a Contract in such manner as the Execution Venue may request in its absolute discretion
- e. Enter into any foreign exchange transaction at such rates and times as the Execution Venue may determine to meet obligations incurred under a Contract
- f. Invoice back all or part of any assets standing to the debit or credit of any Account (this involves commuting Execution Venue's or the Client's obligation to deliver an asset into an obligation to pay an amount equal to the market value of the asset, determined by the Execution Venue in its absolute discretion, on the date invoicing back takes place).
- g. Terminate this Agreement without notice
- h. Debit the Account(s) for the amounts which are due to the Company
- i. Closes any or all of the Accounts held with the Company
- j. Combine Client Accounts, consolidate the Balances in such Client Accounts, and set off those Balances
- k. Refuse to open new Accounts for the Client

20.5. The Client hereby authorizes the Company to take all or any measures described in this Clause without notice to the Client and acknowledges that the Execution Venue shall not be responsible for any consequences of taking any such steps unless the Execution Venue has exercised gross negligence in connection therewith. The Client shall execute such documents and take such other action as the Company may request to protect the Company's rights in compliance with these Terms or within the scope of any agreements between the Client and the Company.

20.6. Without prejudice to the Company's other rights, the Company may, at any time, without notice, combine or consolidate all or any of the Accounts maintained by the Client and offset any amounts owed to or by the Company in such manner it may determine.



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## 21. Islamic/Swap-free Accounts

21.1. The Company's Islamic/Swap-free account allows swap-free trading in compliance with Sharia Law, which means traders can trade on an Islamic account without being charged overnight fees. The Company's Islamic account is only available for traders of the Muslim religion and should only be requested on the grounds of religious belief.

21.2. By submitting an Islamic request and following its approval, all the Client's trading platform accounts shall have Islamic status (No Swaps).

21.3. For opening an Islamic account, evidence of religion must be presented. Islamic account holders cannot open non-Islamic accounts. The Company maintains the right to limit trading if there is evidence of manipulation.

21.4. The Company reserves the right to decline an Islamic request without explaining/justification to the Client.

21.5. The Client further acknowledges that swap-free only applies for 10 (ten) calendar days. Therefore, swap-free accounts holding a position open for more than 10 (ten) calendar days will be credited or debited with swap accordingly.

21.6. The Company reserves the right to disable or enable swap-free trading for the Client's trading account and reverse any cumulative profits derived from the said trading at any given time or retrospectively charge the waived swap fee. This can occur at times when there is suspicion of swap abuse aiming at generating riskless profit, where the Client abuses the Company's trading conditions/systems or where the Client's trading strategy imposes a threat to the Company's trading facility, or where the Company deems necessary to protect the smooth operation of its trading facility.

## 22. Joint Accounts

22.1. All live accounts are inherently considered individual accounts that only one Client is entitled to handle. Sharing an account with anonymous third parties is strictly prohibited. If the Client prefers to share or open an account with an authorized third party, the joint accounts (the "Joint Accounts") must be registered accordingly. The Clients involved as the signatories to the joint accounts must comply with additional appropriate procedures for verification purposes.

22.2. Each joint account holder is eligible to have complete access and authority to act on behalf of all the relevant Clients. Such actions of the joint account holder will bind all involved Clients. The Clients thereof are also deemed as sole owners of the funds in the account and shall jointly have the authority to initiate deposits and request withdrawals. Each Client of the joint accounts must provide his/her proof of identification in compliance with the Company's verification procedures.

22.3. The Client acknowledges that the Company will not be liable for any damage occasioned by the discrepancy, contradiction, or conflict of interests or instructions. Additionally, the relevant Clients shall be jointly and severally liable on like terms.

22.4. All the relevant Clients can close the joint accounts subject to compliance with the conditions of account termination in this Agreement. Terminating joint accounts does not prevent the relevant parties from completing their obligations under this contract.



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22.5. The Client may request in writing to convert a joint account to an individual account, provided that all other Clients involved in the joint accounts agree in writing. However, the Clients or holders of the joint account shall continue to be liable for all obligations and responsibilities acquired from the joint accounts during such a period before the final account conversion.

22.6. If two Company Clients intend to transfer funds from the other's account, both parties must send a formal written letter of request to the Company's official email address subject to the Company's approval, provided that the involved parties' trading accounts are both verified.

## 23. Inactive & Dormant Accounts

23.1. The Company has established, implemented, and maintains an Inactive and Dormant Account policy.

23.2. The conditions herein apply when the Client's trading account(s) held with the Company under any of its brands has not:

- a. Placed a trade
- b. Opened or closed positions
- c. Deposited into the client's trading account for a period of at least thirty (30) consecutive days, the Company shall classify his/her account as an Inactive Account

23.3. Where the Client has and continues to:

- a. Place a trade
- b. Open or close positions
- c. Deposit into the Client's trading account; the Company shall classify the account as an Active Account

23.4. Such Inactive Accounts will be subject to a monthly charge until the account balance is zero (0) relating to the maintenance/administration of such Inactive Accounts.

23.5. An account with a positive balance is considered Dormant if, during six (6) months, no transactions have been carried out relating to the account by or on the account holder's instructions.

23.6. For any of the Dormant accounts that have had the status for a period of five (5) years with a positive account balance, and you fail to be contacted after we take reasonable steps to do so, we will have the right to cease treating those funds as Client Funds.

23.7. To re-activate Inactive/Dormant Accounts, the Client must place a trade, open or close a position, or deposit into the Client's trading account. The Client's Dormant Account will then be reactivated (subject to, if required, up-to-date Know Your Client documentation to be provided to the Company by the Client) and become an Active Account. In such cases where an Inactive/Dormant Account has been re-activated, the Company will cease to deduct the Dormant Account administration fee. However, the Company will not refund any Dormant Account administration fees deducted from this/these account(s) previously.

23.8. The deduction will occur during the first week of every month (alternatively at a later stage) until the Dormant Account's balance has reached zero (0) USD or trading account currency equivalent.



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# 24. FATCA & CRS

## 24.1. FATCA

24.1.1. The Company must comply with the Foreign Account Tax Compliance Act (“FATCA”). In compliance with FATCA, we, as an FFI, are required to disclose information related to our US reportable persons. Therefore, all US reportable persons must notify the FFI accordingly to comply with the FATCA regulations.

24.1.2. Any statement made herein should not be construed as a solicitation to buy or sell any security or other financial instrument through our exchange facilities. Unless an exemption from registration is available for the broker, dealer, or investment adviser and the particular type of transaction or product involved, offers to buy or sell securities or to provide financial services to US residents can only be made by persons who are appropriately registered as brokers, dealers, or investment advisers with the United States federal and state regulatory authorities and its territories and possessions, including those jurisdictions where the securities are registered.

24.1.3. The Company does not accept any natural or legal US reportable persons as Clients. In line with 17 CFR 230.902, you acknowledge the definition of a “US person” contained therein and agree that you are not transacting nor will transact as a US person or on behalf of another US person. You further agree that you will immediately cease using the Company’s Services and products once you become a US person or transact on behalf of a US person. The Company recognizes a user as a US person based on the following:

- a. Being a natural resident of the US
- b. Being physically present in the US when the Company’s products or Services were used
- c. Being a corporation, partnership, trust, or an official person organized or incorporated under US laws or having a principal place of business (PPOB) in the US
- d. Having accounts, discretionary or non-discretionary, of a US person
- e. Any other US person defined in 17 CFR 230.902

## 24.2. CRS

24.2.1. Regulations based on the OECD Common Reporting Standard (“CRS”) require the Company to collect and report information about an account holder’s tax residence. Each jurisdiction has its own rules for defining tax residence. In general, you will find that tax residence is the country/jurisdiction in which you live. Special circumstances may cause you to be a resident elsewhere or in more than one country/jurisdiction simultaneously (dual residency). As a financial institution, we are not allowed to give tax advice. Your tax adviser may be able to assist you in answering specific questions on this form. In addition, your domestic tax authority can provide guidance regarding how to determine your tax status.

# 25. Collected Data

25.1. The Company complies with the applicable Know-Your-Customer (“KYC”) policies and procedures. Therefore, upon registering a trading account with the Company, you agree to the KYC Policy on the Website, where your information and other data can be collected and used during your trading course. This chapter of the Agreement acts in line with the Company’s KYC Policy, where you accept the conditions under such policy upon acknowledging the Terms of Use herein.

25.2. Upon using the Company’s services and products, the following data can be collected (collectively referred to as the “Collected Data”):

- a. The essential information to create a trading account, including but not limited to full name, date of birth, address, country, contact number, and email address



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- b. Background related to investing or trading, such as but not limited to trading experience, financial capabilities, risk appetite, occupation, and source of income
- c. Required documents for account and identity verification, such as but not limited to national or government IDs, passports, driver's licenses
- d. Proof of address documents, such as utility bills and bank statements
- e. Copies of cards used to fund the trading account
- f. Financial transaction records on the Client's trading account, such as but not limited to successful deposits, withdrawals, and fund transfers, including transactions made in an attempt
- g. Any additional documents and information as required by the Company, the relevant service providers, or the applicable jurisdictions
- h. Communication records made through the Company's official communication means, such as phone calls, emails, and chat support messages

25.3. Some jurisdictions, including Payment Service Providers ("PSPs"), Merchant Service Providers, and other service providers, require different or additional required documents and information. You agree to comply with their applicable conditions and provide such requirements to avoid account and transaction issues. Accordingly, you are solely responsible for any outcome that may arise from non-compliance with the provisions of the relevant requirements.

25.4. The Company reserves the right to reject any submitted documents or information when it sees fit. Such data rejection may be due to, but not limited to, the incomplete, outdated, inaccurate, or incorrect type of data that the Company requires. In such a case, the Client must provide the correct data to rectify the situation.

25.5. Information, transaction, and communication records can be collected when the Client performs the following actions or through the following methods:

- a. Upon signing up for an account by filling out the registration form
- b. When filling out electronic forms, including but not limited to survey or feedback forms, contact forms, and any other documents that require data filling
- c. By sending documents and information via email or uploading them on the client dashboard
- d. When the Client contacts the Company through any of the official communications, such as email, phone, and live chat
- e. Upon initiating a financial transaction on the trading account, including but not limited to deposits, withdrawals, fund transfers, and other transactions that involve money
- f. Upon execution of any trading activity in the account, such as but not limited to placing or canceling orders and opening or closing trades

25.6. You accept that the Company can use such collected data for its business operations and verification procedures. Additionally, the Company reserves the right to disclose such collected records to its service affiliates, including banks, creditors, financial institutions, and other service providers, strictly for business purposes.

25.7. Even if the Company can disclose the relevant collected data within its facilities and business affiliates, it is not obligated to disclose such when it sees fit. The applicable Data Protection Laws protect all collected data, and therefore, the Company has the right to deny or reject provisions of such data, regardless of the party requesting.

25.8. Accordingly, in compliance with the applicable Data Protection Laws, the Company reserves the right to reject any request from the Clients seeking any information or transaction records.



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## 26. Representations & Warranties

26.1. You agree that the following representations and warranties are deemed repeated each time you open or close a Transaction by reference to the circumstances prevailing at such time:

- a. You have not been coerced or otherwise persuaded to enter the Client Agreement
- b. The Registration Data provided to us during the Account Opening Procedure and during the trading period is complete, true, accurate, and not misleading in all respects, and the documents provided to the Company are authentic
- c. Any documents or evidence provided by the Client to the Company, as required by the Company, are valid and authentic throughout the Agreement's duration; however, suppose the Company, at its sole discretion, believes that the document or evidence provided is incorrect or invalid, it has the right to request an alternative document, putting all the transactions on hold, if deemed necessary, until the requested document has been provided
- d. You are of legal age or over eighteen (18) years of age (in case a Client is a natural person) or have the full capacity (in case a Client is a legal person); therefore, the Client can enter into a legally binding agreement
- e. You are of sound mind, legal age, and legal competence
- f. You are duly authorized to enter into this Client Agreement, open each Transaction and Contract, perform your obligations hereunder and thereunder, and take all necessary action to authorize such execution, delivery, and performance
- g. You understand how the Transactions hereunder operate before you place an offer to open a Transaction on the Trading Platform; by doing so, you warrant that you understand the terms and conditions of the Client Agreement and any legal and financial implications thereof
- h. You have read and understood the Risks Disclosure(s) found on the Company's Website
- i. You have taken all reasonable steps to understand the specifications and characteristics of the Trading Platform and the associated hardware, software, data processing, and telecommunication systems and networks required to access and operate the Trading Platform
- j. You act as a principal and not as an agent, representative, trustee, or custodian on behalf of someone else; the Client may act on behalf of someone else only if the Company consents in writing and provided that all the Company's required documents for this purpose are received
- k. Any person representing you in opening or closing a Transaction will have been, and the person entering into the Client Agreements on your behalf is duly authorized to do so on your behalf
- l. You are not an employee of any Underlying Market, a corporation in which any Underlying Market owns a majority of the capital stock, a member of any Underlying Market or firm registered on any Underlying Market, or any bank, trust, or insurance company that trades in Financial Instruments covered under this Agreement between us
- m. You will not enter into any Transaction for arbitrage, Scalping, or to exploit any temporal or minor inaccuracy in any rate or price offered on the Trading Platform
- n. You firmly undertake to refrain from every form of insider dealing, directly or indirectly, with the Company and our workforce; any violation of this undertaking may lead to account termination or legal actions
- o. You have obtained all relevant governmental or other authorizations and consents required by you in connection with the Client Agreement and connection with opening or closing
- p. Transactions and such authorizations and consents are in full force and effect, and all of their conditions are met



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- q. The execution, delivery, and performance of the Agreement, your use of the Trading Platform, and each Transaction you complete will not violate any law, ordinance, charter, by-law, or rule applicable to you in the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected
- r. Other than in exceptional circumstances, you will not send funds to your Trading Account from any bank account other than as stipulated in the Registration Data; whether exceptional circumstances exist will be determined by us from time to time
- s. The funds deposited with the Company belong to the Client and are free of any lien, charge, pledge, or other impediments
- t. The Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing
- u. You are not a Politically Exposed Person and do not have any relationship (for example, relative or business associate) with a person who held a prominent public position in the last twelve (12) months. If the above statement is untrue and you have not disclosed this already in the Account Opening Application Procedure, you will inform the Company as soon as possible; you will notify the Company if you become a Politically Exposed Person at any stage during the course of this Agreement
- v. You confirm that you consent to the Company providing you with information, including, without limitation, information about amendments to the terms and conditions, marketing information, costs, fees, this Agreement, Policies, and information about the nature and risks of investments by posting such information on the Website or email
- w. You may contact us through email for any direct communication with the Company regarding inquiries and other concerns; however, you agree that we will only consider such query or concern valid if the email address is registered with the Company, which otherwise shall be rejected

## 27. Limitation of Liability

27.1. We undertake to supply steady Services on the Website. However, we assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to or alteration of the Website or Services. Furthermore, we are not responsible for any problems or technical malfunction of any telephone network or lines, online computer systems, servers or providers, hardware, software, failure due to technical issues, and traffic congestion on the Internet or the websites or Services.

27.2. To the maximum extent permitted by applicable law, under no circumstances shall we be responsible for any loss or damage resulting from using Website or Services, any content posted on or through therein, or conducting of any users of the Website or Services, whether online or offline.

27.3. The Company shall bear no responsibility for any loss resulting from any acts or omissions, whether carried out by the Client or by a Third Party on the Client's behalf related to your transactions with us.

27.4. We may face technical or system errors beyond our reasonable control. Accordingly, unforeseen events, including power supply, telecommunication issues, natural disasters, and the like, can cause system interruption, which can occur beyond the service providers' control. When such an error occurs during the execution of clients' orders, the Company accepts no liability except for any gross negligence, fraudulent, dishonest, or criminal conduct on the part of the Company, its directors, its officers, or employees when acting within the scope of the service agreement. Any liability arising from the Company's side could be limited to the difference between the purchase and sale price if the order has been executed without any error.



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27.5. The Company does not take any responsibility or guarantee the functioning and availability of any payment methods offered and used from time to time by the Company. The Client is solely responsible for ensuring sufficient funds are always available in his/her trading account. The Client should be aware that in some cases, intermediary banks may hold the funds the Client attempts to deposit or withdraw from his/her trading account, which may delay the transfer of funds and which the Company has no control over.

## 28. Deposits & Withdrawals

### 28.1. Deposits

28.1.1. The Client may deposit funds into the Trading Account anytime during this Agreement. Trading Accounts should be verified by the Client immediately. The Company enables its clients to make deposits into the relevant trading accounts through various payment systems like credit cards, bank transfers, or any other methods accepted by the Company from time to time. Deposits or Withdrawals in cash are not possible. The Company indicates the list of applicable funding methods available for transactions on its Website. The payment methods are offered and made available to Clients for depositing funds to conduct trading activities with the Company. Using the Company's payment methods for other purposes is strictly prohibited.

28.1.2. Only real money can be funded to the trading account, including credit cards and particular cryptocurrency wallets offered on the Website. You agree that you will not use other forms of goods to make transactions on your trading account. You also agree that you will not use unauthorized methods to deposit in your trading account.

28.1.3. It remains at Company's discretion to reject third-party deposit(s) if we are not satisfied with provided documentation/ or due to any other reasons.

28.1.4. In case of a third-party deposit, the Company reserves the right to request documents to identify and verify the Third Party, such as but not limited to proof of identity and any additional documentation as required to confirm proper and timely authorization.

28.1.5. In cases where the deposit has been accepted before the Company provided all the required documentation, the Client has a maximum of ten (10) working days to provide all the needed documentation.

28.1.6. Should the Client or the Third Party fail to comply, the Company reserves the right to force close all the open positions, refund the remaining balance and close the account.

28.1.7. All deposits are checked and may be processed up to a certain amount, as it may be defined by the Company from time to time, automatically. For fully verified accounts, first-time deposits may also be processed automatically. However, it remains at the Company's discretion to request further documents to establish and verify the ownership of the relevant account, card, or wallet in case discrepancies have been detected upon manual ex-post check. Processing received bank transfers may take one (1) to seven (7) business days.

28.1.8. The Company reserves the right to request the Client to provide any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit from the Client if the Company is not duly satisfied with the legality of the source of funds.

28.1.9. Chargebacks, cancellation fees, returned direct debits, and similar costs that may arise from incorrect deposits will be borne by the Client.



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28.1.10. The Company is affiliated with different service affiliates, including credit and financial institutions, banks, and payment providers. Accordingly, the Company reserves the right to disclose any obtained relevant information to such affiliates strictly for business purposes.

28.1.11. The Company has the right to refuse a client's transferred funds or to cancel your deposits and remit them back to you in any of the following cases, but not limited to:

- a. In case you fail to provide any documents requested from you either for client identification purposes or for any other reason, including verifying the source of wealth
- b. In case there is any suspicion or concern that the submitted documents may be false or fake
- c. In case there is a suspicion that you are involved in illegal or fraudulent activity or you engage in abusive trading practices
- d. In case it came to our attention that your credit or debit card (or any other payment method used) has been lost or stolen
- e. Where we cannot identify you as an original remitter of the funds or where we are unable to return the funds to the same source of payment
- f. Where we do so in order, in our reasonable judgment, to comply with Applicable Laws and Regulations
- g. Where the trading account's margin is insufficient
- h. Where there are unfulfilled obligations towards the Company
- i. In case the trading account has (an) ongoing trade(s)
- j. Where a chargeback procedure was initiated

## 28.2. Deposits by Credit/Debit Card

28.2.1. Deposits with the Company are available via debit or credit card. Transactions via debit and credit cards are processed electronically.

28.2.2. Upon receiving information on your credit card, the Company reserves the right to request further documentation as required by the applicable Anti-Money Laundering legislation on the provided credit or debit card, requiring the following to be true:

- a. The mailing address provided upon account opening must match the credit or debit card statement's billing address; and
- b. Your full name must match the name on the credit or debit card

28.2.3. The Company takes the protection of its Clients very seriously, and it applies various systems, controls, and tools to protect against credit card fraud and comply with all applicable Anti-Money laundering laws and regulations.

28.2.4. In case of a possible or proven violation detected by the Company's systems and its Payment Service Providers, the Client, or if the Third Party fails to pass the security and authentication checks, appropriate measures will be taken to prevent any fraudulent activities and ensure the Client's protection. The measures may include but are not limited to:

- a. An investigation, further checks, or request of additional documentation to verify the credit or debit card details and ensure that you are the legitimate owner or user of the card
- b. Delay of transactions' processing due to the ongoing investigation
- c. Cancellation of fraudulent transactions as soon as they are detected
- d. Refusal of credit card deposit(s) in question and refund of the net amount deposited to the same credit card account and via the same payment method through which the deposit(s) was made



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- e. Block access to our trading facilities
- f. Seize any profits or revenues generated directly or indirectly by exercising any such prohibited trading activity and cancel any Account(s) and any open Trades associated with the credit card that has been identified as fraudulent
- g. Deny processing transactions exceeding the limits/restrictions or failure to pass the security and authentication checks

28.2.5. The Company reserves the right to request additional information and documentation regarding your deposits and transactions within the Company's systems. The Company must be fully satisfied that you are the legitimate owner of the credit/debit card/bank account or other account used for the payment or authorized Third Party of the credit/debit card/bank account or other account used for the payment. In case of doubt or non-compliance with requested information or documentation, the Company reserves the right to return the funds to their origin via the same payment method through which the payment was made (in the event the funds have been used for trading, the Company shall only return the remaining account balance). In addition, the Company may proceed with a termination of the account.

28.2.6. The Third Party is responsible for imposing daily, weekly, and monthly limits on transactions the Client performs in his/her account. These limits may be changed at intervals. The Company may notify the Client of any alteration or adjustment to existing transaction limits made by the Third Party. The Client shall ensure to comply with the stipulated limits provided as it aims to prevent incidents of fraud on the part of the Company and the Third Party.

28.2.7. Your money is held in segregated bank accounts. This ensures that the cash remains yours. It also means that it's easily identifiable as client money, so the Company and its creditors don't have any charge, liens, or rights of set-off or retention over it. We may place funds in notice or term deposit accounts or other investments. Placing client money does not affect your ability to deal with or withdraw funds from your account with us.

### 28.3. Withdrawals

28.3.1. The Company shall process withdrawals of Client Funds upon the Company receiving a relevant request from the Client, through its Trading Platform, in the method and means accepted by the Company from time to time.

28.3.2. The Company checks and processes all withdrawal requests up to a certain amount as may be defined by the Company from time to time automatically.

28.3.3. The Company reserves the right to charge a fixed fee of 10 USD or trading account currency equivalent from bank wire withdrawals below 100 USD or trading account currency equivalent.

28.3.4. For withdrawals via bank wire, the following apply:

- a. For international payments, the minimum withdrawal amount is 50 USD or the trading account currency's equivalent net, i.e., after fees deduction. An alternative withdrawal method can be used for amounts below the required 50 USD if available.
- b. For SEPA transfers, a minimum amount of 5 USD or trading account currency's equivalent net, i.e., after deducting the fees.

28.3.5. For all other withdrawals, except Credit Card withdrawals amounting to 20 EUR USD (or trading account currency equivalent) or less, the Company reserves the right to charge a fixed Withdrawal fee of 10 EUR USD or trading account currency equivalent.



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28.3.6. As soon as a withdrawal request has been checked and contains all the necessary information, the Company processes the Client's withdrawal requests on the same day it was made or the next working day if the request is received outside of regular trading hours.

28.3.7. Withdrawals should be made using the same method the Client used to fund his trading account and through the same remitter.

28.3.8. For Withdrawals in cryptocurrencies, the following also applies:

- a. Upon withdrawal, the Company reserves the right to always ask for proof of payment.
- b. In case we cannot send funds to the same wallet as the Client may use an exchange wallet, we will ask for proof of account and send the funds there.

28.3.9. The Company reserves the right to decline a withdrawal with a specific payment method and suggest another method where the Client must complete a new withdrawal request. If the Company is not fully satisfied with the received documentation related to a withdrawal request, the Company can request additional documentation. If the request is not satisfied, the Company can reverse the withdrawal request and deposit the funds back into the Client's trading account.

28.3.10. All the profits generated can be withdrawn by the Clients only via bank wire after providing a bank statement with the name and account number or using any other method as may be specified and available from time to time by the Company on the client dashboard. In case of a withdrawal in Cryptos, the Client must provide his/her wallet address.

28.3.11. If a valid bank account has not yet been used for depositing purposes, the Client will be asked to provide bank account details and confirm that this account belongs to him/her. In case the supporting documents have been approved by the Company, the withdrawal request can be processed further.

28.3.12. The Company accepts no responsibility for fees or charges applied on any transaction by your financial institution and currency exchange rates resulting from the payment of such an amount.

28.3.13. If the Company cannot remit the funds or any partial amount thereof to the same remitter or through the same payment method (where we initially received the funds), we may but are not obliged to transmit the funds with an alternative payment method. In addition to the payment method we select, we have the right to remit it in any currency we deem fit (regardless of the initial deposit's currency).

28.3.14. Where you receive funds from us by mistake, you agree to hold such funds in trust for the benefit of the beneficial owner. If you use any of the received funds by mistake, we will have a claim on those funds, including the profit derived from using funds on behalf of the beneficial owner. In the same way, we shall not compensate you for any losses you incur due to using the said funds. The claim for the total amount shall remain.

28.3.15. Only the remaining balance will be refunded if the Company decides to refund the third-party deposit.

28.3.16. The Company has the right to reject or cancel a withdrawal request if any of the following occurs:

- a. The Client has insufficient balance or margin in the trading account
- b. The trading account has ongoing or pending trades
- c. The Client is deemed unreachable or unresponsive via official communications, such as emails and phone calls, within two (2) months after the withdrawal request
- d. The Client fails to provide the required documents or information within two (2) months after the withdrawal request



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- e. The Client has pending obligations related to the funds in the trading account, whether such obligations arose from this Agreement or other contracts with the Company
- f. The Client has breached any relevant obligations or conditions from this Agreement or any other contracts with the Company

28.3.17. The Company will process the Client's withdrawal request if the applicable withdrawal conditions have been met. Accordingly, when the withdrawal request has been processed from the Client's trading account, the same percentage of the withdrawal amount will be deducted from the bonus funds.

28.3.18. If the Client intends to withdraw obtained bonuses profits generated from the bonus, the applicable bonus guidelines must be followed accordingly.

## 29. Company Fees

29.1. By accepting the terms and conditions specified in this Agreement, the Client has read, understood, and accepted the information uploaded and found on the Company's main Website, in which all related commissions, costs, and financing fees are explained. The Company may amend all such commissions, costs, and financing fees from time to time at its discretion. All information relating to the mentioned amendments will be available on the main Website. The Client must review and check for changes during the period that he/she is dealing with the Company, especially before placing any orders. The Client is deemed to have seen, reviewed, and considered the Company's commission, costs, and financing fees and any changes that the company may make thereto from time to time.

## 30. Charges

### 30.1. General Costs

30.1.1. Taking into account the obligation to act relevant to the best interest of clients and the importance of informing clients of all costs and charges to be incurred, this information is available on the Company's Website.

30.1.2. The Client is solely responsible for requiring clarifications from the Company related to the above, if necessary.

30.1.3. By accepting the Client Agreement, the Client has read, understood, and accepted the information available on the Company's Website.

30.1.4. The Company reserves the right to amend, from time to time, at its discretion, any of the charges applicable to the Client when trading financial instruments without prior written notice to the latter. Such amendments will be available on the Company's Website, which the Client must review during the period the Client is dealing with the Company, especially before and after placing any orders with the Company.

30.1.5. Furthermore, the Company may change, modify, remove, cancel, or add to any imposed fees and other charges immediately and at its sole discretion. While changes in commissions, fees, and charges may occur from time to time, the Client acknowledges that his/her continued access and use of the services affirm his/her acceptance of such change or modification.



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30.1.6. Imposed commissions, fees, and charges may have respective settlement deadlines. The Client is responsible for settling his/her dues on or before the deadline. Additionally, accumulating interest in the trading account is not allowed. If the Client fails to settle his/her payment on time, the Company may restrict or terminate the Client's use of Services and access to his/her account(s). Further negligence to defray such outstanding dues may result in termination of the Agreement or legal actions.

30.1.7. If fees are not settled in due time, the Company reserves the right to charge an additional interest rate or fine consequently. The Client agrees that his/her trading account must meet the determined statistical requirements, which may otherwise be charged additional fees for non-compliance. The Client further agrees that a 4% annual and daily interest rate may apply according to his/her account standing.

30.1.8. If the Client intends to cancel or terminate his/her use of the Company's Services, facilities, and other properties, (s)he must inform the Company in writing through the official email. Such cancellation or termination may be subject to approval upon evaluation if the Client has fully settled or performed his/her obligations to the Company.

30.1.9. For unimplemented or uncompleted shares during the trading process, reserved shares, or additional contracts, the equivalent percentage will be deducted from the Client's trading account. The equivalent rate can range from 1% to 5%, depending on the trading asset's leverage. The Client acknowledges that the Company can close an existing trade in split lots or volumes to compensate or reduce the floating loss from the total floating profit or variable profit.

## 30.2. Inducements

30.2.1. The Client should note that not all charges are represented in monetary terms; for example, charges may appear as a percentage of the value of a CFD. Therefore, the Client needs to ensure that (s)he understands how the percentage amounts.

30.2.2. The Company shall refer to any commission/inducement obtained in consideration for the transmission of Client's Orders for execution to the Execution Venue and disclose information about these commissions to the Client either on its Website or by email as provided by Applicable Regulations. In addition, at least once a year, the Company may inform its clients individually about the actual amount of payments received.

30.2.3. The Client should note that applicable charges will be instantly deducted from his/her Trading Account.

## 30.3. Spreads and Commissions

30.3.1. The applicable spread(s) and commission(s) charged when conducting a trade are available online on the Company's Website or Trading Platform.

30.3.2. Regarding any transactions to take effect OTC, the Company shall be entitled to quote prices at which the Execution Venue is prepared to trade with the Client. Save where the Company exercises any rights it may have under the Terms to close a Contract; it is the Client's responsibility to decide whether or not it wishes to enter into a Contract at such prices.



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30.3.3. The information about all costs and charges will be aggregated to allow the Client to understand the overall cost, including the cumulative effect on investment return, where, if the Client requests, an itemized breakdown will be provided.

30.3.4. The Company does not accept or retain any fees or non-monetary benefits.

30.3.5. Since the Company offers different types of accounts that the Client can choose from based on his/her preferences and financial commitments, the Client acknowledges that different obligations, risks, and responsibilities attached to each level of the operating account may apply.

30.3.6. Other charges: The Company reserves the right to charge extra service fees for any documents requested by the Client for his/her personal use, such as but not limited to acknowledgment letters, account confirmation letters for tax purposes, or communication retrieval, other than already included in the dedicated section for data transfer on the Client’s dashboard. The Company will communicate the fees to the Client upon receiving a request for any requested documentation.

30.3.7. The fees and other charges are denoted in USD. The USD amount or trading account currency equivalent will be deducted from the Client’s account balance upon delivering the requested document.

30.3.8. Attributable to the volatile nature of the markets, the Company has the exclusive right to change the specifications of any trading instruments, such as spreads, leverage, swaps, contract sizes, rollover fees, and other provisions. Any changes to the trading instruments can take immediate effect without prior notice.

## 31. Chargeback Policy

31.1. The Company reserves the right to charge a “chargeback fee” if placed with your credit card company (intentionally or unintentionally) for any deposit made to your account. The chargeback fee will comprise the “administration fee” of 60 USD to cover further investigation expenses. In the case of pre-arbitration, additional fees may apply from the card processor. This fee will be used to cover all investigative expenses to prove that you deposited upon receiving the chargeback from our merchant provider. The fee will be deducted from the Client’s account balance if available.

31.2. All fraud, including credit card fraud, will not be accepted by the Company and, as such, will be thoroughly investigated and pursued under the law to its fullest extent. Any losses resulting on our behalf will be fully pursued in a civil lawsuit to claim back any losses incurred, covering all business, legal fees, research costs, human resources, and loss of income. If we receive, for any reason, a dispute, claim, or chargeback from your credit card issuer or any other payment method you use, you acknowledge that we have the right to take any of the following measures, depending on each case:

- a. Immediately close any or all your open Transactions, whether at loss or profit, and debit your Trading Account according to Section 33.6., with or without notice
- b. Immediately place restrictions on your Trading Account with or without any notice, including:
  - i. The restriction on making deposits using any payment method to your Trading Account, even in cases of margin alert(s)
  - ii. The restriction on requesting withdrawals from your Trading Account; and
  - iii. The restriction on opening new positions on the Trading Platform; the duration of the restrictions will be set at the Company’s discretion
- c. Terminate the Client Agreement according to Section 33 herein
- d. Any chargeback case made against our company and is not successful will result in the sum being reimbursed to us along with charges for research and processing (the



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administration fee as mentioned above) and any other charges that may result from the card processor

- e. In addition, we will exercise our right to block your online Trading Account and terminate your account with us. Consequently, any profits or revenues may be seized, and we reserve the right to inform any third party; we are continually developing tools to monitor any fraudulent activity, and any cases from such activity will be decided on by ourselves, and any decision made shall be final and non-negotiable
- f. We reserve the right to deduct the disputed amount from your Trading Account until any investigation from our side is completed; in case the balance in your account is smaller than the disputed amount, then:
  - i. The difference will be added as a chargeback deposit, and the total amount will be deducted as chargeback reimbursement, or
  - ii. The difference will be deducted from the other account(s) you have with us (if applicable). We will reserve the deducted amount until the conclusive resolution of the chargeback request.

31.3. Fraud is taken very seriously by our Company, all IP addresses are monitored and logged, and any fraudulent chargebacks will be investigated thoroughly under the law.

## 32. Trading Account Payments & Set-off

32.1. It is possible that other costs, including taxes, relating to transactions carried out on the Trading Platform will arise for which you are liable and neither paid via us nor imposed by us. Without deriving from your sole responsibility to account for tax due, you agree that we may deduct tax concerning your trading activity on the Trading Platform as the applicable law requires. You acknowledge that we have a right to set off against any amounts in your Trading Account related to such tax deductions. You hereby authorize us to withdraw amounts from your Trading Account to pay such taxes. You shall have no claim against us regarding such deductions. Furthermore, you agree that such deductions do not derogate our rights to make Margin Calls under this Agreement.

32.2. The Company retains the right of set-off and may, at its discretion, from time to time, and with the Client's authorization, set off any amounts held on behalf or to the credit of the Client against the Client's obligation to the Company.

## 33. Termination

33.1. Both parties can terminate this Agreement provided that the party who initiated the termination has no ongoing obligation to the other party. If either party intends to terminate this Agreement and cancel all Services, written notification must be emailed fourteen (14) days before the termination date.

33.2. If the Client initiates the termination of this Agreement, s(he) must ensure that s(he) does have pending orders, ongoing trades, unpaid fees, or outstanding dues or that s(he) is not under any separate contract or agreement with the Company. The Client is obligated to settle all fees upon the termination of this Agreement, including the required funds to close ongoing trades or orders and other charges the Client may incur related to or arising from the termination of this Agreement.

33.3. If the Client intends to terminate this Agreement, the Company reserves the right to use the Client's funds to settle his/her obligations. The Company can also consolidate and set off the Client's balances. The Client acknowledges that terminating this Agreement may hold and close some or all trades and orders while using and accessing the Website, account, and platform can be blocked or removed.



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33.4. Termination of this Agreement for any reason shall not release either party hereto from any liability or obligation accrued before the effective date of such termination. Non-compliance with settling liabilities and obligations may result in legal proceedings, where the Company has the exclusive right to revoke all existing profits in the trading account.

33.5. The Company may terminate the Agreement immediately without notice in the following cases:

- a. Death of a Client
- b. In case of a bankruptcy decision or if the Client is taken through a meeting or the submission of an application for the abovementioned
- c. Any competent regulatory authority or body that requires the termination
- d. The Client violates any provision of the Agreement, and in the Company's opinion, the Agreement cannot be implemented
- e. The Client violated any law or regulation to which he is subject, including but not limited to laws and regulations relating to exchange control and registration requirements
- f. The Client involves the Company directly or indirectly in any fraud
- g. An Event of Default, as defined in Section 20 of this Agreement, occurs

33.6. Terminating this Agreement will not, in any case, affect the rights and obligations that have arisen. Any existing commitments and contractual provisions which were intended to remain in force after the termination, and in the case of termination, the Client shall pay:

- a. Any outstanding costs or pending fee(s) of the Company and any other amounts payable to the Company
- b. Any charges and additional expenses incurred or to be incurred by the Company resulting from the Agreement's termination
- c. Any damages which arose during the arrangement or settlement of pending obligations

33.7. Once the notice of termination of this Agreement is sent and before the termination date:

- a. The Client is obligated to close all his/her Open Positions; if (s)he fails to do so, the Company will close any Open Positions at current prices upon termination
- b. The Company will be entitled to cease granting the Client access to the Trading Platform(s) or may limit the functionalities the Client can use on the Trading Platform(s)
- c. The Company will be entitled to refuse to accept new Orders from the Client
- d. The Company will be entitled to refuse the Client's money withdrawal from the Trading Account, and the Company reserves the right to keep the Client's funds as necessary to close positions, which have already been opened, and pay any pending obligations of the Client under the Agreement

33.8. In case of breach by the Client of Paragraphs 33.5. (e) and 33.5. (f), the Company reserves the right to reverse all previous transactions that put the Company and its clients' interests at risk before terminating the Agreement and canceling all profits.

33.9. The Company imposes a minimum trading account balance of 100 USD or the equivalent of the said amount in other currencies. Accordingly, the Company has the right to terminate any trading account with a balance below the minimum required, where the Company may but is not obliged to notify the Client regarding such account termination.

33.10. The Company reserves the right to have the Client sign an account closure document and proceed with account termination procedures if any of the following occurs:

- a. The Client's trading account is considered inactive
- b. A withdrawal request was made from the trading account with all the remaining balance
- c. The Client is deemed unreachable through official communication means, such as phone calls and emails



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## 34. Complaints & Dispute Resolution

34.1. We have implemented the terms and procedures in this Complaints and Disputes Resolution to manage issues and concerns accordingly, which we may resolve with appropriate solutions.

34.2. If you intend to file a complaint or dispute, you must provide your full name, trading account number, registered email, and brief overview with essential details in writing to our official email address. You accept that we may request additional information and documentation to resolve your filed complaint or dispute accordingly. If such a complaint or dispute is related to any financial transaction in your trading account, you acknowledge that we may require you to provide your most recent bank statement with the account you used to perform the relevant transaction.

34.3. Once you have filed and submitted a complaint or dispute, such matter will be assessed and reviewed accordingly. Such issues will be subject to our approval if we need to take further steps to resolve the matter. You agree that we may only consider your complaint or dispute valid if it is related to our official Terms of Use or if it arose from miscommunication of either party. Any complaint and dispute out of negligence or violation of relevant terms will not be pursued for a resolution and will be managed accordingly by our workforce. Received complaints and disputes will be verified and assessed within seven business days. We may provide its resolution or definitive solution via email.

34.4. Any discrepancy related to your trading account must be reported immediately to our official email address. Such discrepancies may include the following:

- a. An executed order did not appear in your trading account or platform
- b. An unknown or unprompted order was executed in the trading account or platform
- c. An executed order was modified unknowingly or inadvertently
- d. Trade was supposed to be closed but is still ongoing
- e. There is a closed trade that should still be ongoing; you acknowledge and accept that if any of the foregoing occurrences are not reported to us immediately, you will be solely liable for any loss or damage that you may incur

34.5. While filed complaints and disputes are assessed constructively, you acknowledge that resolving any issue or matter requires action from all relevant parties. You agree that you will not disclose or publish any form of statement regarding such a matter before we have assessed how to resolve the issue. You further agree that threatening or blackmailing us or any of our workforce is strictly prohibited and may result in legal action, regardless of the conflict. Any supposed threat or blackmail to us or our workforce may result in legal actions and a restriction, termination, and cancellation of access, Service, and obtained profits.

34.6. If any claims are related to the Terms of Use, including other agreements and contracts with the Company, you agree to address such claims directly. All claims can be sent by email, which must be sent from your registered email address with the Company and must remain confidential until presented with a final resolution. In addition, you must comply with our non-disclosure provisions, which otherwise may result in payable reputational damages.

34.7. For any dispute connected with the trade warrant, we may, but are not obligated to, accept recommendations and actions that are considered valid to reduce the maximum amount involved in the dispute.



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