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## Introduction

This Client Agreement (hereinafter referred to as the “**Agreement**”), as amended from time to time, is entered by and between Starligh Wave Ltd (hereinafter referred to as the “**Company**”, “the **Company**” or “**us**”) on the one part of the and the Client who has completed the Account Opening Application Form and has been accepted by the Company as a Client (hereinafter referred to as “the **Client**”, “the **Client**” or “the **Client**”) on the other part.

StarLight Wave Ltd does not issue advice, recommendations, or opinions in relation to acquiring, holding, or disposing of any financial product. StarLight Wave Ltd is not a financial, legal, tax or regulatory adviser.

**Risk Warning:** *Contracts for difference (‘CFDs’) is a complex financial product, with speculative character, the trading of which involves significant risks of loss of capital. Trading CFDs, which are marginal products, may result in the loss of the Clientr entire balance. Remember that leverage in CFDs can magnify the Clientr profits as the Companyll as the Clientr losses. The Client shouldnot deposit more than the Client is prepared to lose. The Client should ensure the Client fully understand the risks involved before entering into an agreement and start using the Trading Platform.*

**Starlight Wave Ltd** (hereinafter referred to as the “Company”), is registered in Saint Lucia, with registration No. 2023-00491. The Company’s registered address is located at P.B. 1257 Bonovo Road, Fomboni, Comoros, KM. The Company is authorised and regulated Mwali International Services Authority as an International Brokerage and Clearing House with license number T2023397.

The Company operates under trading name Emarlado and uses the domain [www.emarlado.com](http://www.emarlado.com).

## SCOPE

The Agreement sets the Terms of Business (hereinafter the “Terms”) between the Client and the Company.

By signing up to use an account through the Company’s domain or any of the Company’s associated websites, application programming interfaces (hereinafter referred to as “APIs”), or mobile applications (collectively referred to as the “Site”), the Client agree that the Client have read, understood, and accept all of the terms and conditions contained in the Agreement, as well as all the Policies and Procedures available on the Company’s website, which form an integral part of the Agreement.

Depending on the Client’s jurisdiction and the applicable laws, the Client may not be able to use all or part of the Company’s services. The Company, in its absolute discretion may decide the markets and jurisdictions where it wishes to operate as well as restrict or deny the provision of its services its Services to certain countries and jurisdictions. The services available to the Client will be accessible through the Client’s account.

The Company does not have any legal obligation and the Client are solely responsible for following and identifying the requirements, as well as being compliant with, the regulations of the Client’s jurisdiction and all other laws or regulations applicable to the Client. The Company does not direct or distributes its services to any person’s residents of any jurisdiction where all or part of the Company’s services may be contrary to local laws or regulations. In cases where the Client are prohibited to use the Company’s services based on the Client’s jurisdiction and the Client are not in

complaint with these regulations, the Client face the risk of loss of the Client's account and funds available therein.

The Company is able, under its sole and absolute discretion and at any time, to change, amend, update, delete an/or add to any of the terms and conditions contained in the Agreement and its policies or rules governing the website and/or the provided services. Any affected changes to the Agreement will be notified to the Client through the Company's website or by any other means such as email or account notification. The Company, may change, modify, remove or discontinue (temporarily or permanently) the use of its website, any part or all of the provided services, functions and corresponding information from the website, without indicating the reasons of such action, in its sole and absolute discretion, and without any liability to its Clients and the Clients confirm that the Company will not be liable for any such change, modification, removal or termination.

By agreeing to the terms and conditions of this Client Agreement, the Client acknowledges that all services provided by the Company are offered solely at the Client's own initiative. The Company and its representatives have not conducted any solicitation, advertising, or marketing activities within the European Union or any other jurisdiction where such actions are restricted.

While the Company does not actively offer its services to residents of the EU or seek to attract their business, it may, at its discretion, accept registration applications from EU residents who have independently contacted the Company without any prior solicitation, for the purpose of opening a trading account to engage in CFD trading based on the underlying assets listed on the Company's website.

**BY ACCESSING, USING OR ATTEMPTING TO USE THE SERVICES IN ANY CAPACITY, THE CLIENT ACKNOWLEDGE THAT THE CLIENT ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THE AGREEMENT. IF THE CLIENT DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICES.**

## INTERPRETATION AND DEFINITION

**"Account"** means an account registered with us via the Site for use of the Services.

**"Abusive Trading"** includes but is not limited to: placing "buy stop" or "sell stop" orders prior to the release of financial data, engaging in arbitrage, manipulating the market, exploiting faster/slower price feeds, abusing the trade cancellation feature, using any software, including artificial intelligence tools, to interact with the Company's systems, Platform(s), or Client Account and/or any violation of the Client's obligations referred to herein this Client Agreement.

**"Account Credentials"** shall mean a unique username and password used by the Client to access and use the Trading Platform.

**"Affiliate"** shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and "control" means the power to direct or the presence of ground to manage the affairs of the Company or entity.

**"Authorized Person"** shall mean the Client or any of the Client;s officers, partners, principals or employees.

**"Applicable Regulations"** shall mean any rules of a relevant regulatory authority having powers over the Company and any laws which are applicable on the Company.

**"AML"** means anti-money laundering and terrorism financing;

**“Agreement”** Means the general terms and conditions including all documents and information, incorporated into the Agreement by reference, as described in the Agreement;

**“Base Currency”** shall mean in an FX Contract the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

**“Buy”** shall mean a Transaction in FX and CFD that is opened by offering to buy a specific number of a certain Underlying Asset and may also in the Company’s dealings with the Client in FX and CFDs, be referred to as a "long" or "Long Position".

**“Customer”, “the Client”, “the Clientr”** means the customer using the Services or the Site;

**“Contract for Difference or CFD”** shall mean the Financial Instrument which is a contract between the parties (typically described as "buyer" and "seller"), stipulating that the seller will pay to the buyer the difference between the current value of an Underlying Asset and its value at a future time; if the difference is negative, then the buyer pays instead to the seller.

**“Custody account”** shall mean an account in the books of the Company in which the Company records Securities held in safe custody on behalf of the Client.

**“Custody Assets”** shall mean assets held in the Custody Account on behalf of the Client, which are arranged to be held in safe custody.

**“Difference”** shall mean in an FX and CFD the difference in price upon the opening of a Transaction and the closing of such Transaction.

**“Effective Date”** shall mean the date upon which the Client download or obtain a copy of the Trading Platform, by any means whatsoever.

**“Expiry Date”** shall mean the date set specified on the Trading Platform with respect to certain Underlying Asset upon which any open Transaction for such Underlying Asset shall expire automatically.

**“Financial Data”** shall mean any financial and market data, price quotes, news, analyst opinions, research reports, signals, graphs or any other data or information whatsoever available through the Trading Platform.

**“Financial Institution”** shall mean banks, financial institutions, brokers or other trading organizations.

**“Financial Instrument”** shall mean the Financial Instruments of CFDs.

**“Force Majeure Events”** means any event beyond the Company’s reasonable control, including but not limited to flood, extraordinary the Company’s conditions, earthquake, or other act of God, fire, war, insurrection, riot, labthe Company’s dispute, accident, action of government, communications, pothe Company’s failure, or equipment or software malfunction or any other cause beyond the Company’s reasonable control (each, a **“Force Majeure Event”**);

**“Initial Margin”** shall mean the minimum amount of money required in the Clientr Trading Account in order to open a Transaction, as specified on the Trading Platform from time to time for each specific Underlying Asset.

**“Intellectual Property Rights”** shall mean patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in know-how and other

intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all other rights or forms of protection having equivalent or similar effect anywhere in the world.

**“Person”** includes an individual, association, partnership, corporation, other body corporate, trust, and any form of legal organization or entity;

**“Prohibited Jurisdictions”** means any country: (i) which is subject to international sanctions; or (ii) where Virtual Currency or blockchain technology are prohibited, or the Platform does not meet the legal requirements of the country; (iii) not included in the list of the Supported Countries. A Prohibited jurisdiction will include the specific country and all of its states, territories in or under the laws of the country;

**“Prohibited Use”** means any use of the Platform or Services in any way connected with, related to or constituting (i) unlawful activity, i.e. violation of any law, statute, ordinance, or regulation; (ii) abusive activity, i.e. actions that impose an unreasonable or disproportionately large load on the Company’s infrastructure, e.g. facilitate viruses or other computer programming routines that attempt to or may in any way damage or disrupt the Company’s Services, use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Company’s Services or to extract data; (iii) abuse of other users, i.e. acting in a defamatory, trade libellous, threatening or harassing manner that can result in an infringement of another user’s legal rights; (iv) fraud involving the Company, the Company’s users or any other third party; (v) abuse of the Company’s support, compliance and other employees with whom the Client may come into contact, i.e. acting in a defamatory, threatening or harassing manner, as well as bribery of and abuse of personal relationship with the Company’s employees; (vi) intellectual property infringement, i.e. violation of any copyright, trademark, right of publicity or privacy or any other proprietary right under the law;

**“Prohibited Activity”** means activities conducted by any Person relating to (i) counterfeit or unauthorized goods; (ii) regulated products and services; (iii) adult content and services; (iv) drugs and drug paraphernalia, including pseudo-pharmaceuticals and substances designed to mimic illegal drugs; (v) shell banks and shell companies; (vi) companies and institutions operating without a mandatory license; (vii) multi-level marketing; (viii) unfair, predatory or deceptive practices; (ix) other prohibited activities as defined by the Company, including but not limited to facilitating transactions to/from darknet markets.

**“Services”** means any of the services, functions or features both collectively and individually offered on the Site;

**“Site” or “Platform”** mean the website <https://emarlado.com/>, the Company’s mobile apps or application programming interfaces ("API"), where Services are available. Under this definition also falls any associated websites, which are relevant to the provision of Services;

## ELIGIBILITY

- a. By registering to open an account with the Company, the Client represent and warrant that (i) the Client are at least 18 years old or of legal age to form a binding contract under applicable law, (ii) the Client are an individual, with full legal capacity and authority to enter into the Agreement, (iii) the Client have not previously been suspended or removed from using the

Company's services, (iv) the Client do not currently have an existing account with the Company and (v) the Client are not resident in any Prohibited Jurisdiction.

- b. Use of the Company's platform and/or its services is limited to persons that are 18 years old or older and have full legal capacity to lawfully enter into and form contracts under applicable law.
- c. The use of the Company's website and its services is void where prohibited by law.
- d. Prohibited Jurisdictions are specifically excluded from the Agreement. The Company's website and its services are not offered to citizens, residents and tax residents (including their beneficiaries) of any Prohibited Jurisdictions.
- e. Moreover, (i) Persons that are on any trade, financial or economic sanctions lists; (ii) Persons that intend to use the Company's website and its services for any illegal activity, including, but not limited to, money laundering and the financing of terrorism; (iii) Persons that fail to meet any customer due diligence standards, requests or requirements of the Company and/or are deemed high risk by the Company according to criteria established at the Company's sole and absolute discretion; (iv) Persons that have previously been rejected or deleted from using the Company's platform and its services and/or violated the Agreement; (v) Persons that do not follow the laws and regulations in their jurisdiction regarding usage of the Company's website and its services, are not allowed to use the Company's website and its services.
- f. By accessing and using the Company's website and its services, the Client acknowledge, declare and expressly represent and warrant that none of the aforesaid circumstances of eligibility is applicable to the Client.
- g. The Company does not provide services to persons that resident in Prohibited Jurisdictions that, at the Company's sole and absolute discretion may be considered by the Company that relate to any Prohibited Activity.
- h. The Company, in its sole and absolute discretion, reserves the right to refuse the registration or the commencement of a business relationship with a Client for any reason or for no reason.
- i. By opening an account to use the Company's services, the Client expressly represent and warrant that the Client: (i) Have the full capacity to accept, and have accepted the terms and conditions in the Agreement of Use and have full capacity to enter into a transaction involving Virtual Currency; (ii) Are a resident in an area that permits the use and exchange of Virtual Currency; (iii) Are not using the Company's website or its services on behalf of any third party; (iv) Will not transfer Virtual Currency to or from the Client's account to or from any wallet controlled by an individual or entity from a Prohibited Jurisdiction or involved in a Prohibited Activity.

## ACCOUNTS REGISTRATION

- i. In order to use the Company's services, the Client must register on the Company's website for the opening of an account, for which the Client will be required to complete an account registration form. During the account registration process, the Client must submit information including but not limited to the Client's full name, nationality, date of birth, identity number (from a government issued identity document), valid residential address, valid email address and mobile number. The Client will also be required to accept the Agreement.
- ii. The Client agrees to provide complete and accurate information when opening an account and agree to promptly update any information the Client provide to us so that such information is always complete and accurate. The Client are responsible for any losses that occur regarding the submission of invalid/incorrect data.

- iii. In registering for an account, the Client agree to provide such information as the Company may deem necessary for the purposes of identity verification. This information is used for the detection of money laundering, terrorist financing, fraud and other financial crimes. The Company will collect, use and share this information in accordance with the Company's Privacy Policy.
- iv. Information provided during the registration process and in the course of the Client's relationship with the Company will be retained for a minimum period of five (5) years following the formal termination of the Company's relationship, in line with applicable guidelines.
- v. Following the successful completion of the registration process, the Client may be given limited access to the Company's services. In some instances, pursuant to the Company's internal policies, the Client will be immediately required to complete the account verification process.

## VERIFICATION

- vi. The requested identity verification documents/information may include but are not limited to: government issued ID and/or passport, proof of current residential address, source of wealth evidence.
- vii. By registering for the opening of an account the Client authorize the Company to, directly or through third parties, make any inquiries considered necessary to verify the Client's identity and/or to protect against fraud or detect money laundering, financing of terrorism or any other financial crime, including, but not limited to, examine identity information contained in public reports (e.g., the Client's name, address, past addresses, or date of birth), examine account information associated with the Client's linked bank account (e.g., name or account balance) or to examine any other information which may be required under applicable guidelines, and to take any action deem necessary based on the results of such examinations and reports. Failing to comply with the requirements set out in this article will be considered a valid reason to suspend the Client's account.
- viii. During the registration and at any time after the registration the Client must, at the Company's request, provide us with all required documents and information, within the time limit and form specified by the Company at the Client's own expense. The Client must assure that any of the Client's documents or information provided are truthful, correct, accurate, complete, and updated. The Client acknowledges and agree that the Client have the obligation to keep all information provided up to date and will promptly inform the Company about any amendments of the documents and information previously submitted.
- ix. The Company reserves the right, in its sole and absolute discretion to suspend certain services, the usage of the account and freeze the Client's funds until the Client's registration data and/or identity and/or any information related to the Client, or the Client's account is completely verified. Verification of the Client's account will be determined at the Company's sole discretion. Failure to completely verify the Client's account within a timeframe of fifteen (15) days it may result in account closure and such a decision will be made by the Company at its sole and absolute discretion.

## ACCOUNT USAGE AND SECURITY

- x. The Client is responsible for all activities that occur under the Client's account, all damages caused and accept all risks of any authorised or unauthorised access to the Client's account to the maximum extent permitted by applicable law.
- xi. Accounts can only be used by the person whose name they are registered under. The Company reserve the right to suspend, freeze or cancel accounts that are used by persons other than the persons whose names they are registered under. The Client shall immediately notify us if the Client suspect or become aware of unauthorised use of the Client's username and password. The Company will not be liable for any losses or damages arising from any use of the Client's account by the Client or by any third party.
- xii. The Company reserve the right to suspend or close the Client's account or certain Services and freeze the funds deposited with us if the Company suspect or detect any of the following: (i) the account or Services are or may be used for any illegal activity or in an unauthorized or fraudulent manner; (ii) the account is or may be used in relation to any Prohibited Use or Prohibited Activity; (iii) the account is or may be used by persons other than the persons whose names they are registered under; (iv) the Client has violated the Agreement (including any documents incorporated herein by reference); (v) such action must be taken under the applicable law or under any official authority request or recommendation; (vi) such action must be taken under the Agreement (including any documents incorporated herein by reference); (vi) The Company consider it reasonable and prudent to take these actions.
- xiii. By registering to use the Company's website and its services, the Client agree not to disclose the Client's password, account information, or any information regarding the Client's account to any third party. The Client is responsible for ensuring that the Client's password and account details are kept private and secure at all times. The Company does not accept responsibility for any loss that the Client may sustain as a result of a breach of the Client's account that is not at the direct fault of the Company.

## USE OF SERVICES

### GENERAL

If the Client are accepted as the Company's Client, the Company shall be entitled to provide the following investment and ancillary services, subject to the Client's obligations under the Agreement being fulfilled, including:

- Execution of Orders in Financial Instruments.
- Foreign Currency Services provided they are associated with the provision of the reception and transmission service.

It is understood that when trading in CFDs there is no delivery or safekeeping of the Underlying Asset to which the CFD is referring to.

The Company has the right, in its absolute discretion, to offer the opportunity for the Client to trade on a demo account with virtual money. The Client hereby agrees and acknowledges that the execution in the demo environment where a demo account operates might differ from the environment of a live account. The Company shall not be liable for any loss and/or other damage incurred by reason of such differences.

The Company may, from time to time and at its sole and absolute discretion, offer different types of Trading Accounts (for example Classic, Gold, Silver, VIP etc.) with different characteristics and features (for example different spreads, fees and charges, etc.), available to the Company's website. It is noted that a change to a different Trading Account is always subject to the approval of the Company and such approval may be withheld or revoked by the Company at any time and at its sole discretion. Moreover, the Company reserves the right, in its sole and absolute discretion, to amend any characteristic and feature of a Trading Account advertised on its website at any time. To enquire about shifting to a different type of Trading Account, contact the Company's dedicated Customer Support at [support@emarlado.com](mailto:support@emarlado.com)

Access to the Company's Platform and use of its services may be withdrawn, discontinued or altered at any given time, without notice, and without liability to the Company for any unavailability of access to the Company's platform or use of its services. The Company does not guarantee that access to its platform or its services will be free of interruption, delay, failure, error or loss of data. Should the Company reasonably believe that the Client's account is being used for any prohibited activity or prohibited use, reserves the right to take any restrictive action that the Company reasonably necessary, including without limitation cancellation or suspension of the Client's account, the Client's use of the Company's services, or use of funds on the Client's account.

## LICENSE AND USE OF THE TRADING PLATFORM

The Trading Platform is not intended for distribution to, or use by, any person:

- who is under the age of 18 years old and/or not of legal competence or of sound mind;
- who resides in any country where such distribution or use would be contrary to local law or regulation. The Trading Platform and any other service provided by us is not available to persons residing in any country where FX and other CFD trading activity or such services would be contrary to local law or regulation. It is the Client's responsibility to ascertain the terms of and comply with any local law or regulation to which the Client are subject;
- who is a citizen or resident of the United States of America, Belize, British Columbia, European Economic Area, Canada, Israel or Australia as the Company does not accept Clients from these countries; or
- who is an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto.

Without derogating from the above, the Company reserves the right, acting reasonably, to suspend and/or refuse access to and use of the Trading Platform to anyone in the Company's sole and absolute discretion.

The Client acknowledges that the Company may provide the Trading Platform to other parties and agree that nothing herein will be deemed or construed to prevent the Company from providing such services.

Subject to the terms and conditions of the Agreement, the Company hereby grants the Client, a personal limited, non-exclusive, revocable, non-transferable and non-sub-licensable license to install and/or use the Trading Platform in object code only, solely for the Client's personal use and benefit in accordance with the terms of the Agreement.

If any third-party software is included within or embedded in the Trading Platform, then such embedded third-party software shall be provided subject to the terms of the Agreement which apply to the Trading Platform. The Client shall fully comply with the terms of any Third-Party Licenses that the Company provides from time to time. The Company provides no express or implied warranty, indemnity or support for the Third-Party Licenses, and will have no liability.

The reserves any and all rights to the Trading Platform not expressly granted to the Client by the Agreement. The Trading Platform, all copies and any derivative work thereof (by whoever created), the associated goodwill, copyrights, trademarks, logos, know how, patents and any intellectual property rights, are and shall remain owned solely by the Company or its licensors. Except for the license expressly granted to the Client under this paragraph, no other license, right, or interest in any goodwill, trademark, copyright, logo, know how, patent, service mark or other Intellectual Property Right in the Trading Platform or any part or derivative work thereof is granted or conveyed to the Client.

The Client shall take all reasonable steps to:

- procure and maintain in proper working order, throughout the term of the Agreement and at the Client's own expense, the hardware, operating environment (including operating system software), backup means and infrastructure necessary for the installation, operation and maintenance of the Trading Platform (including without limitation uninterruptible power systems and electrical back-up devices);
- prevent any virus infections, security breaches, and other disabling events from damaging the Trading Platform due to the Client's actions or omissions;
- implement and plan to operate and maintain appropriate protection in relation to the security and control of access to the Client's computer, computer viruses or other similar harmful or inappropriate materials, devices, information or data.

The Client should inform the Company in writing for any problems with the Trading Platform, or any suggestions for modifications, design changes and improvements. The Company shall have the right, but not the obligation, to make modifications to the Trading Platform based upon the Clients suggestions. Any modifications, design changes and improvements made to the Trading Platform based on the Clients feedback shall be the undisputed sole property of the Company.

The Company will deliver the Trading Platform with reasonable skill and care.

At the Company's sole and absolute discretion, and from, time to time, the Company shall have the right to add to, modify, or remove any of the Trading Platform without liability under the Agreement and if so, the Company shall use reasonable endeavours to replace any part of the Trading Platform with an equivalent where practicable.

The Company has the right, in its sole and absolute discretion and from time to time, the right to shut down the Trading Platform for maintenance purposes without prior notice to the Client, but this will be done only in weekends. In these cases, the Trading Platform will be inaccessible.

The Company's makes no express or implied representation or warranty:

- that the Trading Platform will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Trading Platform may be affected, for example, by routine maintenance, repairs, reconfigurations or upgrades);

- as to the operation, quality or functionality of the Trading Platform;
- that the Trading Platform will be free of errors or defects; and
- that the Trading Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to the Client's data or other property. The Company will not be liable for any data lost or any equipment or software replaced by the Client as a result of use of the Trading Platform.

The Client:

- may only use the Trading Platform for so long as the Client is authorised to do so;
- may not use the Trading Platform for any purpose other than for the purpose for which it has
- been provided under the Agreement; and
- is responsible for the use of the Trading Platform (including the Account Credentials) by the Client.

The Client agrees not to:

- use the Trading Platform for illegal or inappropriate purposes;
- (nor attempt to) interfere with or disrupt the proper operation of the Company's software, hardware, systems or networks, including (but not limited to) not knowingly or negligently transmitting files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including corrupted files or files that contain viruses, Trojan horses, worms, spyware or other malicious content;
- attempt to gain unauthorized access to the Company's computer system or the computer system(s) of any other user, or to parts of the Trading Platform to which the Company does not have access rights or attempt to reverse engineer or otherwise circumvent any security measures that the Company has applied to the Trading Platform.
- take any action which does or may cause the provision of the Trading Platform to other users to be interrupted or degraded;
- convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature;
- carry out any commercial business on the Trading Platform;
- knowingly or negligently upload or download files that contain software or other material
- protected by copyright, trademarks, patents or other intellectual property rights (or by rights of confidentiality or privacy of publicity, where applicable) unless the Client owns or controls the rights thereto or have received all necessary consents;
- falsify the origin or the Company's of any content or other material;
- use any software, which applies artificial intelligence analysis to the Company's systems and/or Trading Platform;
- intercept, monitor, damage or modify any communication which is not intended for the Client;
- use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Trading Platform or the communication system or any system of the Company;

- send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
- do anything that will or may violate the integrity of the Company's computer system or Trading Platform or cause such system(s) to malfunction or stop their operation;
- do any action that could potentially allow the irregular or unauthorised access or use of the Platform; or
- unlawfully log into the Trading Platform and execute an order to buy or sell a Financial Instrument from a location or IP address originating from a region or jurisdiction where it is not allowed for regulatory reasons.

The Client shall not be entitled to download, save or copy the Trading Platform.

## TRANSACTIONS

- xiv. The Company will process transactions in accordance with the instructions received by the Client's side. The Client must verify all transaction information prior to submitting instructions to the Company. The Company does not guarantee the identity of any user, receiver, requestee or other third party and the Company accepts no liability or responsibility for ensuring that information is accurate or complete. The Company retains no responsibility nor any liability in connection with any third-party payments, such as those with other customers. Any conflicts, problems and associated transactional disputes must be directly resolved between the Company and the aggrieved parties.
- xv. Requested transactions cannot be reversed, cancelled or altered once they have been submitted. By submitting a transaction request, the Client authorises the Company to initiate the transaction at the quoted price and agree to any associated fees (Transaction Fees, Exchange Rates or any other fees listed on the Site). Where a requested transaction is not successful due to insufficient funds, the Client authorises the Company to debit the Client's other linked payment methods or cancel the transaction request, at the Company's sole and absolute discretion.
- xvi. Once submitted, transactions will remain pending until confirmation of the transaction is received from the relevant virtual currency network. Any funds associated with a pending transaction will be assigned as such and will no longer be accessible for use or visible in the Client's virtual currency wallet.
- xvii. The Company endeavours to process transaction requests as soon as reasonably possible. The Company may cancel, reverse, or refuse to process, at the Company's sole discretion, any given transaction request, as required under applicable law or regulation to which the Company is subject. The Client acknowledges that there may be delays in the Services due to factors outside of the Company's reasonable control and reserves the right to cancel any transaction.
- xviii. The Company uses the platform is subject to limitations on the volumes that the Company may transact in at any given period. The transaction limits may vary depending on several factors such as account verification and the information the Client provides and will be visible via the Site. Any request for an increase in the Client's transaction limits will be subject to the Company's approval, given in the Company's sole discretion. In considering such a request, the Company may request additional documents and information about the Client and surrounding circumstances. The Company may lower or refuse to increase the Client's transaction limits at its sole discretion and absolute discretion.

## SETTLEMENT, PAYMENTS, COSTS AND TAXES

Upon completing a Transaction:

The Client shall be liable for the Difference if the Transaction is:

- i. a Sell, and the closing price of the Transaction is higher than the opening price of the Transaction; or
- ii. Buy, and the closing price of the Transaction is lower than the opening price of the Transaction.

The Client shall receive the Difference if the Transaction is:

- i. a Sell, and the closing price of the Transaction is lower than the opening price of the Transaction; or
  - ii. a Buy, and the closing price of the Transaction is higher than the opening price of the Transaction.
- i. Unless the Company agrees otherwise, all sums for which either Party is liable are immediately payable upon closing of the Transaction. The Client hereby authorizes the Company to debit or credit the Client's Trading Account with the relevant sums at the closing of each Transaction. It is understood that once the Client places an Order, until such Order is executed and the Transaction is closed, the Maintenance Margin shall not be used as collateral and hence shall be unavailable for withdrawal.
  - ii. The Client shall be liable for any and all taxes, fees and assessments with respect to any Transaction the Client completes on the Trading Platform. It is the Client's obligation alone to calculate and pay all taxes applicable to the Client in the Client's country of residence, or otherwise arising as a result of the Client's trading activity from the use of the Trading Platform.
  - iii. Notwithstanding the above, if required by applicable law, the Company shall deduct at source from any payments due to the Client, such amounts as are required by the tax authorities to be deducted in accordance with applicable law.
  - iv. It is possible that other costs, including taxes, relating to transactions carried out on the Trading Platform may arise for which the Client is liable, and which are neither paid via the Company nor imposed by the Company. Without derogating from the Client's sole and entire responsibility to account for tax due, the Client agrees that the Company may deduct tax, as may be required by the applicable law, with respect to the Client's trading activity on the Trading Platform. The Client is aware that the Company has the right to set-off against any amounts in the Client's Trading Account with respect to such tax deductions, and the Client hereby authorises the Company to withdraw amounts from his Trading Account with which to pay such taxes. The Client shall have no claim against the Company with regard to such deductions. The Company further agrees that such deductions do not derogate from the Company's rights to make Margin Calls under the Agreement.
  - v. The Client undertakes to pay all stamp expenses relating to the Agreement and any documentation which may be required for the currying out of the Transactions under this Agreement.
  - vi. It is hereby clarified that subject to the terms of the Agreement, the Difference is the only payment required by the Client for the provision of services. Notwithstanding the above, the Company reserves the right to charge additional fees or charges in the future, upon one month's prior notice. The applicable fees or charges from time to time may be found on the Company's The Company site. The Company may vary its fees from time to time. The

Company will send a Written Notice to Clients informing them of any changes, before they come into effect. The variation will take effect from the date which the Company specifies in its notification to the Client.

- vii. Should the Client's country of residence operate regulations or laws which restrict the use of currency or require the Client to report receipts and payments of that currency to a regulator or legal authority, the Client agrees that he will fulfil any reporting obligations or obtain any required consents or approvals which may arise as a result of the Client's use of the Trading Platform or associated transactions.
- viii. Prior to opening an account with the Company, the Client needs to consider any applicable charges such as spread(s), mark-up(s), commission(s), and swap(s). The Client is solely responsible for requesting clarifications from the Company in relation to the above, if necessary. The Client may review all applicable charges, prior to entering into an agreement with the Company as well as at all times, on the Company's website(s).

The Client should note that not all charges are represented in monetary terms and may appear, for instance, in pips; therefore, the Client needs to ensure that he/she understands the cost that the pip amounts to.

The Company reserves the right to charge a monthly maintenance fee per account assuming that the account has sufficient funds to cover such fee. This maintenance fee depends on the Client categorization and/or type of Trading Account and/or volume of Orders and/or amount of deposits. The applicable maintenance fees may be found on the Company's The Company site.

The Client should note that any applicable charges shall be instantly deducted from his/her Account(s).

## SAFEGUARDING OF CLIENT FUNDS

By accepting this Agreement, the Clients give their consent and authorize the selected intermediaries and/or execution venues of the Company to transfer, hold, and safeguard their funds in one or more segregated client bank accounts. The Company shall not be liable for the solvency, acts, or omissions of any institution with which Client Money is held.

## SEGREGATION OF CLIENT FUNDS

The Company shall ensure that all client funds are properly segregated from its own funds at all times. These monies shall be maintained in designated client bank accounts held with reputable financial institutions, clearly distinguished from the Company's operational or proprietary accounts. Under no circumstances shall client funds be used for the Company's own business purposes or to meet its financial obligations. Regular reconciliations shall be conducted to verify the accuracy and completeness of client fund records, ensuring full compliance with applicable anti-money laundering regulations and safeguarding the integrity of client assets.

## GENERAL RULES OF TRADING

Without prejudice to any other provisions herein of the Agreement, once the Client places an Order on the Trading Platform, the Company arranges for the execution of the said Order with the Execution Venue. It is understood that the Company does not execute the Client Orders in CFDs as a principal

to principal against the Client, i.e. the Company is not itself the Execution Venue for the execution of the Client Orders.

The Client acknowledges and agrees that each Transaction conducted on the Trading Platform, is comprised of first an offer by the Client to the Company to complete a Transaction (whether such offer is to open a Position or close an Open Position) at a certain price quoted on the Trading Platform, and the Company's subsequent acceptance of the Client's offer. An Offer will be deemed to have been completed only when it has been received and accepted by the Company. The Company's acceptance of an offer will be evidenced by the Company's confirmation of its terms to the Client and its completion.

The Client may request to cancel or amend a Transaction at any time, prior to the Company completing such a Transaction.

The Company reserves the right to void from the outset any Transaction containing or based on any Manifest Error. In the absence of the Company's fraud or willful default, the Company will not be liable to the Client for any loss, cost, claim, demand or expense following any Manifest Error.

The Client acknowledges that all of the Company's prices and Quotes shown on the Trading Platform are the ones provided by the Company's Execution Venue. The Execution Venue obtains prices (BID and ASK prices) of the Underlying Asset for a given CFD from third party reputable external reference the Company's (i.e. price feeders). The Execution Venue then uses these prices to calculate their own tradable prices for a given CFD and provide them to the Company.

The Client shall comply with any restrictions that the Company notify the Client from time to time with respect to the Client's activities on the Trading Platform, including without limitation, the size of Transactions or other conditions that may apply to the Company's quote. The Client acknowledges that the Company may offer to and impose on each user, in the Company's sole and absolute discretion, different terms and restrictions with respect to their use of the Trading Platform.

The Client acknowledges that the Trading Platform is independent of any Underlying Markets, and the Company is under no obligation to quote a particular price or follow the trading rules consistent with such Underlying Markets. The Client further acknowledge that the triggering of the Client's Transaction is linked to the prices the Company quote on the Trading Platform, not the prices quoted on the relevant Underlying Markets. In determining whether the prices quoted on the Trading Platform reach or exceed the price accepted by us in a Transaction, the Company will be entitled (but not obliged), in the Company's absolute discretion, to disregard any prices quoted by the Company during any pre-market, post-market or intra-day auction periods in the relevant Underlying Markets, during any intra-day or other period of suspension in the relevant Underlying Markets, or during any other period that in the Company's reasonable opinion may give rise to short term price spikes or other distortions.

When the Client completes a Transaction on the Trading Platform, the Client agrees that the Client are not dealing on a recognized exchange.

The Client undertakes and agree not to use the prices quoted on the Trading Platform for any purpose other than for the Client's own trading purpose, and the Client agree not to redistribute the Company's prices to any other person whether such redistribution is for commercial or other purposes.

The Client acknowledges that each Transaction is made for a specified number of units that constitute the Underlying Asset. The Client may only complete Transactions on the Trading Platform for the minimum number of units as set forth on the Trading Platform as the "Unit Amount", and in

multiples of such "Unit Amount" up until the maximum amount permitted by the Trading Platform. The Client acknowledges and agrees that the Company may set, in the Company's sole and absolute discretion, the "Unit Amount" for each Underlying Asset.

Each Position opened by the Client, and any Transaction completed, will be binding on the Client notwithstanding that by opening the Position the Client may have exceeded any credit or other limit applicable to the Client or in respect of the Client's dealings with the Company.

The Client may request a Quote to open or close a Position for a particular Underlying Asset, at any time during the Trading Hours for such Underlying Asset. The Company will be under no obligation to, but may, in the Company's absolute discretion, provide a Quote and accept and act on the Client's offer to open or close a Position for an Underlying Asset outside of the Trading Hours of such Underlying Asset. In some cases, Transactions may only be traded during the time when the relevant Underlying Market is open. Trading Hours are displayed on the Trading Platform under the details link for each specific Underlying Asset. It is the Client's responsibility to ensure that the Client is aware of which Underlying Asset may be affected.

Without prejudice to any of the Company's right hereunder, if, prior to the acceptance of the Client's Order to open or close a Transaction, the Company becomes aware that any of the factors set out in paragraph 7.14 herein have not been met, the Company reserves the right to reject the Client's Order outright. If the Company has, nevertheless, already opened or closed a Transaction prior to becoming aware that a factor set out in paragraph 16.14 herein has not been met, the Company may, in the Company's and absolute discretion, either treat such a Transaction as void from the outset or close it at the Company's then prevailing price. However, the Company may, in the Company's absolute discretion, allow the Client to open or, as the case may be, close the Transaction in which case the Client will be bound by the opening or closure of such Transaction.

The factors referred to in paragraph 7.13 include the following:

- the quote must be obtained via the Trading Platform or by such other means as the Company may from time to time notify the Client.
- the Client's offer to open or close the Transaction must be given while the quote is still valid.
- the quote must not contain a Manifest Error.
- when the Client offers to open a Transaction, the number of units in respect of which the Transaction is to be opened must be neither smaller than the minimum unit amount specified on the Trading Platform for the Instrument, as applicable, from time to time, nor greater than the amount permitted in accordance with the terms of this Agreement.
- when the Client offers to close part but not all of an open Transaction both the part of the Transaction that the Client offers to close and the part that would remain open if the Company accepted the Client's offer must not be smaller than the minimum unit amount specified on the Trading Platform.
- Force Majeure Event must not have occurred when the Client offers to open or close a Transaction.
- an Event of Default must not have occurred in respect of the Client.
- when the Client offer to open any Transaction, the opening of the Transaction must not result in the Client's exceeding any initial or maintenance margin amount, credit or other limit placed on the Client's dealings

- subject to paragraph 7.12, the Company's offer must be given to us during the Trading Hours for the applicable Underlying Asset in respect of which the Client offer to open or close the Transaction.
- the internet connection or communications are not disrupted.
- there is no request of regulatory or supervisory authorities of South Africa or a county court order to the contrary.
- the legality or genuineness of the Order is not under doubt.
- there are Normal Market Conditions; and
- any other reasonable factor that the Company, in the Company's sole discretion, notify the Client from time to time.

Certain third-party companies may make available computerized solutions that facilitate the entry of trading orders or the execution of other activities on the Trading Platform (e.g. "trading robots") and/or allow for algorithm-based trading ("Robots" and/or "Robot Trading"). The use of any Robots and/or Robot Trading with the Trading Platform is in no way sanctioned by the Company and is at the Client's sole risk and responsibility. The Company makes no representations or warranties about the effectiveness, accuracy, functionality, performance, integrity, freedom-from-error or any other feature of any such Robots or Robot Trading solutions. Clients expressly acknowledge that the use of any Robots or engaging in Robot Trading is extremely risky and hereby absolve the company of liability for any damage caused as a result of the use of Robots and or Robot Trading. Any Transaction completed through the use of a Robot or through Robot Trading shall be considered to have been executed by the Client. The Company is under no obligation to facilitate the use of any Robot or to make available Robot Trading on the Trading Platform.

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, other than in order to enforce the Negative Balance Protection, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue. It is the Client's responsibility to be aware of his/hers positions at all times.

If any Underlying Asset which is a security becomes subject to possible adjustments as a result of any of the events set out in paragraph 6.18 below (referred to as "Corporate Event"), the Company will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding Transaction (and also the level or size of the corresponding orders). This action is made in order to (i) account for the diluting or concentrating effect necessary to preserve the economic equivalent of the rights and obligations of the parties under that transaction immediately prior to that Corporate Event, and/or (ii) replicate the effect of the Corporate Event upon someone with an interest in the relevant Underlying Asset security, to be effective from the date determined by the Company.

The events to which paragraph 6.17 refers to are any of the following, by the declaration of the issuer of a security:

- a) A subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of bonus shares to existing shareholders, capitalization or share split or reverse share split or similar event.
- b) A distribution to existing holders of the shares or additional shares, other share capital or securities, granting the right to payment of dividends and/or proceeds from the liquidation of the issuer equally proportionate to such payments to holders of the underlying shares, securities, or warrants granting the right to receive or purchase shares for less than the current market price per share.

- c) Any other event regarding shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of shares.
- d) Any event analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of any security not based on shares; or
- e) Any event that is caused by a merger offer made regarding the company of the underlying asset.

If any Underlying Asset which is a security becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to restrict short selling or even withdraw the specific Underlying Asset from the Trading Platform.

Determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Client. The Company shall inform the Client of any adjustment or amendment via its internal mail as soon as is reasonably practicable.

In the case where the Client deliberately attempts to take advantage of the fact that shares in a particular Spot Index going ex-dividend, the Company reserves the right to apply a dividend adjustment in the form of commission without prior notice or consent. In the case of short positions, the dividend adjustment will be debited from the client's account where dividend adjustments = Index Dividend declared x position size in Lots.

Benefits – Takeovers and Transformations (including events such as share consolidations/splits, mergers, takeovers, spinoffs, MBO's, de-listings, etc.). Depending on the circumstances of each event, the Company's policy is to close out any customer open positions at the market price immediately prior to the event taking place. As a result of such event, if any Underlying Asset becomes subject to an adjustment as the result of a takeover or transformation action, the Company shall determine the appropriate adjustment to be made to the contract price or contract quantity as the Company consider appropriate to account for the diluting or concentrating effect of the action. Such adjustment shall represent the economic equivalent of the rights and obligations of us and the Client immediately prior to the action.

## ABUSIVE TRADING

The use of any robots, AI, algorithmic trading, or any form of computerized trading code or software with the Trading Platform is strictly prohibited. Any such use is entirely at the Client's own risk, and the Company assumes no responsibility or liability for any resulting losses or damages. The Company makes no representations or warranties regarding the accuracy, functionality, performance, or reliability of any robots or algorithmic trading solutions, and expressly disclaims any liability for errors, malfunctions, or failures associated with their use.

The Client acknowledges that the use of robots or algorithmic trading is highly risky and that any such activity constitutes a material breach of this Agreement. In the event the Company, in its sole discretion, reasonably suspects that a Client is utilizing any form of AI, algorithmic trading, or computerized trading software in connection with their account, this shall constitute an immediate act of default. As a result, the Company shall have the right to take immediate action, including, but not limited to, suspending or terminating the Client's account, freezing any funds, and pursuing any other legal or contractual remedies available referenced in this Agreement or any applicable laws.

Any transaction executed through the use of such prohibited systems will be deemed to have been executed by the Client and will not be considered valid or authorized by the Company.

## INSOLVENCY

If a company, whose Underlying Asset forms the CFD goes into insolvency or is otherwise dissolved, the Company shall close any of the Client's open Transactions in CFD of that Underlying Asset. The closing date shall be the date of insolvency.

The Company will use reasonable efforts to execute an Order, but it is agreed and understood 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.

## DEPOSITS, WITHDRAWALS AND REFUNDS

The Trading Account shall be activated upon the Client depositing the Initial Margin, according to the type of Client Account, as determined by the Company in its discretion from time to time.

The Client may deposit funds into the Trading Account at any time during the course of this Agreement. Deposits will be made via wire transfer, or any other methods accepted by the Company from time to time. The Company will not accept anonymous payments in the Client Account. Deposits for Margin and any other deposits due will, unless otherwise agreed or specified by us, be required in the Currency of the Trading Account, based on the Client's country of origin as specified in the Client's address and as shall be specified on the Trading Platform. The Company shall not, and the Client shall not request us to, convert any monies standing in relation to the Client's credit or which have been paid by the Client into the Client's Trading Account in one currency to another currency. The detailed information about deposit options is shown on the website

The Company shall have the right to request the Client at any time 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 as to the legality of the source of funds.

If the Client makes a deposit, the Company shall credit the relevant Trading Account with the relevant amount actually received by the Company within one Business Day following the amount is cleared in the bank account of the Company.

If the funds sent by the Client are not deposited in the Trading Account when they were supposed to, the Client shall notify the Company and request the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation may be deducted from his Trading Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.

The Company shall affect withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time.

Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall process the Client's request to withdraw funds within five working days from the day the request was made, if the Client's request is received outside of normal trading hours the five working days will count from the next working day of the client's request receipt.

It is agreed and understood that withdrawals will only be effected towards the Client. The Company will not make withdrawals to anonymous account.

The manner in which the Company remit monies to the Client will be in the Company's absolute discretion. The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Trading Account for these charges.

Withdrawal fees may apply from time to time depending on the Client or type of Trading Account. The applicable fees may be found on the Company's website, in the General Fees section.

Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake and the Client may have to bear the loss.

The Company reserve the right to seek reimbursement from the Client, if the Company receive a charge-back from the Client's credit card issuer or from the Client's alternative payment method provider, or a recall from the Client's bank or with respect to any other payment method for any reason. The Company may obtain such reimbursement by charging the Client's Trading Account, deducting amounts from future payments occurred to the Client, charging the Client's credit card or obtaining reimbursement from the Client by any other lawful means. All bank charges howsoever arising will be deducted from the Client's Trading Account.

If the Company receive, for any reason, a dispute, claim, and/or chargeback from the Client's credit card issuer or any other payment method the Client use, the Client acknowledge that the Company have the right to take any or all of the following measures, at the Company's discretion:

- immediately close any or all of the Client's open Transactions whether at a loss or a profit and debit or credit, respectively, the Client's Trading Account, with or without any notice; and/or
- immediately place restrictions on the Client's Trading Account with or without any notice, including:
  - the restriction on making deposits using any payment method to the Client's Trading Account, even in cases of margin call(s),
  - the restriction on requesting withdrawals from the Client's Trading Account, and
  - the restriction on opening new positions on the Trading Platform; the duration of the restrictions will be set at the Company's discretion and/or
- terminate the present Agreement and/or
- Impose a charge of "USD 150-research fee" to the Client's Account upon receiving the chargeback by the Company's merchant provider to cover the Company's investigative expenses, to prove that the Client did make the deposit and the Client hereby authorise the Company to charge this amount to the Client's Trading Account or credit card.
- The Company reserves the right to transfer all funds held in the wallet of the Client to the Client's Trading account at its own discretion.

## SUSPENSIONS AND DEACTIVATIONS

The Company may suspend, deactivate or cancel the Client's Account, without notice or explanation (i) in the Company's sole discretion; (ii) where required to do so by applicable legislation, regulation or government order; (iii) where the Company reasonably suspect that the Client's Account is being used to facilitate Prohibited Activity or for any Prohibited Use; (iv) where the Client have breached any of the provision of these terms or use.

By accepting this Client Agreement, the Client acknowledge that the Client have read, understood and accepted the information available under the General Fees policy found at the Legal Documents section of the Company's website, as may be amended from time to time.

Fees may be payable by the Client by virtue of the fact that the Platform is continually provided to the Client for trading, regardless of the Client's actual use. If there are no transactions (deposits, withdrawals or newly opened positions) on the Client's Account for a period of at least 1 (one) month or more, the Company reserves the right, to charge a monthly inactivity fee on the Client's Account, in return for the provision of the continued availability of the Client's Account. The Client agrees that the Client are liable to and will pay the applicable fee as notified to the Client from time to time and that the Company may deduct such fee from any funds held by us on the Client's behalf.

If the Account is inactive for four (4) years or more, and after notifying the Client in its last known contact details, the Company reserves the right to close the Trading Account and render it dormant. Money in the dormant account shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

In the event of inactivity or dormancy, the company reserves the right to cancel any unused ("active") bonuses. The conditions set forth in the Bonus Terms and Conditions policy will apply.

Where the Client have not logged into or used the Client's Account for a period exceeding twelve months, the Client's Account will be considered "Dormant". Once an Account is considered Dormant, the Company will deduct a monthly dormancy fee in the amount displayed on the Site. Dormancy fees may be subject to change.

Should the Client wish to cancel or close the Client's Account, the Client may do so at any time by withdrawing all funds held in the Client's Account and following the onscreen instructions, or by contacting us.

## COMPLAINTS

If the Client wishes to report a complaint, he should follow the Company's procedures, which can be found on the Company's website.

If a situation arises which is not expressly covered by this Agreement, the Parties agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.

The Client's right to take legal action remains unaffected by the existence or use of any complaints procedures referred to above.

## LIMITATION AND INDEMNIFICATION

By agreeing to these Terms, the Client agree that: (i) in the event the Client have a dispute with any other user, person both natural and legal or any other such entity whom the Client's relationship was facilitated by the Site or the Services, the Client release the Company from any claims and damages of every kind and nature arising out of or in connection with such disputes or related to the Client's breach of these Terms or the Client's violation of any law, rule or regulation, or the rights of any third party; (ii) The Company do not accept liability for any amount greater than the funds deposited in the Client's Account at the time of the cause of reason for any given dispute; (iii) in the event of any claim, of any kind whatsoever arising out of or in connection with the Client's use of the Site and/or the Services, the Client's damages are limited to that of the value of the funds at the time of the transaction. The Client may not recover expected, or actual profits and/or any other such type of consequential or incidental loss.

The Company make no representations, warranties or guarantees whatsoever regarding processing of any transaction which is dependent upon external processors such as banks and/or any other such variables on a digital network that are outside of the Company's control. The Company expressly retain absolutely no responsibility or liability for any operational defect and failure, including, but not limited to extensive delays and/or the complete failure of any such transaction which is a result of events outside of the Company's reasonable control.

All Services are provided without warranty of any kind, either express or implied. The Company make no guarantees, warranties or representations whatsoever that the Company's Services, the Site or any content on it will be consistently available or uninterrupted, timely, secure or error free. The Company make no guarantees, warranties or representations whatsoever that defects will be corrected, or that the Site or the Services that makes it available are free of viruses and bugs or represent the full functionality of the Site.

The Company do not accept any liability in relation to (i) any event by which the Client's technical equipment and/or resources fail, are damaged or destroyed, or by which the Client's records and data are deleted, changed or corrupted; (ii) any delays or losses suffered by the Client as a result of the configuration, use, performance, or management of the Client's technical equipment and resources; and (iii) any wrongful transmission of computer virus or other similarly harmful or inappropriate material or device to/from the Client's technical equipment and/or systems.

## ACCESS AND ACCURACY OF INFORMATION

The Client is solely liable to ensure that the Client have sufficient technical equipment and resources in order to utilise the Site and Services. Access to the Site and Services is given on a temporary basis and may be withdrawn at any time, in accordance with these Terms.

By agreeing to these Terms, the Client acknowledge and accept that the Client will personally verify all information made available on the Site before relying upon it. The Company do not retain any liability whatsoever for decisions made by the Client, based solely or partly on information made available on the Site, or information provided by a third party in relation to the Site and/or the Services.

Any materials or information, presented via the Site or through the Services is made available for informational purposes only, and is subject to change without notice. No warranty whatsoever is

given by the Company do not accept any liability whatsoever for any loss arising directly or indirectly as a result of the Client acting on any materials, information, or estimates provided in or made available through the Site and/or the Services.

The Services and Site are not intended to provide investment, tax or legal advice or to make any recommendations about the suitability of any investments or products for any particular investor. The Client should seek the Client's own independent financial, legal, regulatory, tax or other advice before making an investment. In the event that the Client choose not to seek advice from a relevant adviser, the Client should consider whether the investment or product is suitable for the Client.

## LIMITED LICENSE AND INTELLECTUAL PROPERTY

The Company holds the rights in title, ownership and/or use of all intellectual property rights created in the Site and the Services, including without limitation all software, designs, graphics, layout, databases, copyright, trademarks, domains, rights to goodwill.

## COMMUNICATION

Unless otherwise notified, all communication with the Client will be via email. The Company will use the email address on record for the Client's Account as the Company's primary means of communicating with the Client. The Client acknowledges and understand that this is the only authorized way to contact us.

## RIGHT TO FORCE CLOSURE

If the prices quoted on the Trading Platform change such that the total Difference payable by the Client pursuant to all of the Client's open Transaction equals or exceeds the total Maintenance Margin for all such Transactions, or the amount in the Client's Trading Account is equal to or less than the total Maintenance Margin for all of the Client's open Transaction(s), or if the Company receive a charge-back from the Client's credit card issuer or from the Client's alternative payment method provider, or a recall from the Client's bank or with respect to any other payment method for any reason, the Client acknowledge that the Company have the right, in the Company's sole discretion, to immediately close any and all of the Client's Open Positions whether at a loss or a profit without any prior notice to the Client. The exercise of the Company's right to force close the Client's Open Positions will not result in termination of the Client's Trading Account or of this Agreement, unless the Company sends the Client a notice of termination.

The Company may specify on the Trading Platform expiration times and dates for various Underlying Assets traded on the Trading Platform. If the Trading Platform specifies such a time of expiration for an Underlying Asset, the Client hereby authorises us to close any open Transactions with respect to such an Underlying Asset at the price quoted on the Trading Platform at such time.

## FORCE MAJEURE

The Client agrees and understand that in no event shall the Company be liable for any delays, failure in performance or interruption of Service which result directly or indirectly from any cause or condition, whether or not foreseeable, beyond the Company's reasonable control, including, but not limited to any Force Majeure Event, act of God, nuclear or natural disaster, epidemic, action or inaction of civil or military authorities, act of war, terrorism, sabotage, civil disturbance, strike or

other labour dispute, accident, state of emergency or interruption, loss, or malfunction of equipment or utility, communications, computer (hardware or software), Internet or network provider services.

## ENTIRE AGREEMENT

These Terms, the Company's Privacy Policy, and any other document incorporated by reference herein, comprise the entire understanding and agreement entered into by and between the Client and the Company as to the subject matter hereof, and supersede any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of this User Agreement), as well as every nature between and among the Client and us.

## TRANSFER AND ASSIGNMENT

These Terms, or the Client's rights and obligations hereunder, may not be transferred by the Client, but may be assigned by us without restriction. Any attempted transfer or assignment by the Client in violation of these Terms shall be null and void. These Terms shall be binding and inure to the benefit of the parties hereto, the Company's successors, and permitted assigns.

## SURVIVAL

The Client agree and understand that all provisions of these Terms, which by their nature extend beyond the termination or expiration of these Terms, including, but not limited to, sections pertaining to suspension, remedies for breach, termination, debts owed, right to offset, unclaimed funds, general use of the Site and Services, disputes with us, and general provisions, shall survive the termination or expiration of these Terms.

## GOVERNING LAW AND JURISDICTION

These Terms, the Client's use of the Site and/or the Services, the Client's rights and obligations, and all actions contemplated by, arising out of or related to these Terms shall be governed by the laws of **Saint Lucia, Comoros**, as if these Terms are a contract wholly entered into and wholly performed within **Saint Lucia, Comoros**.