

# TERMS OF SERVICE AGREEMENT

Geetle.

# TERMS OF SERVICE AGREEMENT • GEETLE LTD.

## 1. INTRODUCTION

- A. Geetle.com is operated by Geetle Ltd., with a business residence at Spaces Hung Sheng IFC, 170 Nanjing East Road, TAIPEI 10488, Taiwan. The Terms of Service Agreement (the “**Agreement**”) refer to the general conditions applicable to the use, access, rights, and privileges relating to the Services, products, and facilities of Geetle Ltd. (the “**Company**,” “**We**,” “**Us**,” “**Our/s**,” “**Geetle**,” or “**Geetle.com**”).
- B. Reading, understanding, and accepting the Agreement is essential before using or accessing our Services. The user becomes an official client (the “**Client**,” “**User**,” “**Reader**,” “**He/She**,” “**You**,” or “**Your/s**”) of the Company upon his/her acceptance of the Agreement.
- C. The Company and the Client will be collectively referred to as the “**Parties**” or “**Both Parties**.”
- D. The Agreement may incorporate or corroborate other official documents of the Company. Accordingly, before using or accessing our Services, the user must thoroughly read the Data Privacy Policy, warranties, and other official documents connected to this Agreement to understand its extent. However, professional advice may be sought if you have conflicting interests with this Agreement.
- E. Different terms and conditions may apply to some of our Services. It is expected that you will read, understand, and accept all the terms of use relating to a service before using the Service.
- F. You are fully responsible for acquiring the necessary knowledge and experience to deal with all the risks involved in your decision to trade with the Company in the public market. The Company shall not bear or share in the risks of your capital when investing in any financial market.
- G. All official communications, legal documents, and correspondence shall be in English. While we may translate to other languages, we shall bear no responsibility for inaccuracies or discrepancies. You are hereby advised to seek professional translating services to guarantee the accuracy of translations when using the information we provide. You acknowledge that the English version of information, documents, and correspondence shall always be the primary basis.
- H. All information we supply through the Site, emails, documents, and communications is only general information and does not constitute investment advice that may be relied upon for making decisions. They may also not be regarded as unsolicited financial promotions. You are advised to get investment advice from professionals.
- I. Our official website is [www.Geetle.com](http://www.Geetle.com) (the “**Official Website**” or “**Site**”). Our official email address is [services@geetle.com](mailto:services@geetle.com) (the “**Official Email Address**”), where all correspondence can be directed.

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**General Risk Warning:** CFDs and other products traded on margin involve high risks. Accordingly, they may not be appropriate for all types of investors. Therefore, you ensure you understand the risks of trading CFDs and other leveraged instruments before entering the market, where some or all invested capital can result in losses. Investors should thoroughly read our terms and conditions of service before trading online.

## 2. BINDING EFFECT

- A. This Terms of Service Agreement will become a legally binding contract capable of being enforced by both parties upon your acceptance. Additionally, this Agreement outlines the rights and privileges of the relevant parties, which may also serve as a reference in a dispute.
- B. By using our products and Services, you agree to comply with this Agreement, including our **Risk Disclosure, Data Privacy Policy, Anti-Money Laundering (“AML”) Policy, Know-Your-Customer (“KYC”) Policy, Execution of Orders, Complaint & Dispute Management, and Refund Policy** (hereafter collectively referred to as the **“Supporting Policies”**).
- C. You are solely responsible for complying with the conditions under this Terms of Service Agreement, including the applicable policies, contracts, and other additional agreements we provide. Accordingly, you will be solely accountable for any outcome related to your Account and transactions if you do not comply with the relevant conditions.
- D. If you disagree with being bound by this Terms of Service Agreement, you are advised to desist from further use, access, or attempt to benefit from the Services, products, or facilities we provide, including our service partners and affiliates.

## 3. THE COMPANY

- A. The staff of the Company, its business, procedures, rules, and properties are of paramount importance to us. Hence, our exerting such restrictions, penalties, or reasonable force when it deems fit in the circumstances ensures that the is duly protected.
- B. Our Services and products are developed and rendered in compliance with the law in force stated in this Agreement. However, we bear no responsibility to check whether the activities, Services, and products we provide align with the laws in your country of residence. You are solely responsible for ascertaining if our Services and products are legal and authorized in your country of jurisdiction.
- C. We only offer our products and Services to users who have attained the legal age and whose relevant jurisdiction or country of residence allows our nature of business. Therefore, we shall bear no responsibility if anyone uses our Services under the legal age determined by the government in his/her country of residence.
- D. In compliance with our guidelines, we shall have the discretion to evaluate or review the information the user provides in the account registration. Therefore, we may enforce such evaluation by rejecting or accepting the registration without explanation.
- E. You agree that all information such as, but not limited to, name, age, and personal capacity are all true when providing such information. Consequently, we reserve the absolute right to restrict, suspend, penalize, and terminate your Account and the Services without prior notice if we reasonably suspect or discover that you have supplied false, incomplete, misleading, or inaccurate information to us or on a Trading Platform.
- F. Due to the risks associated with our business, losses or damages may arise during your trading course. Accordingly, you acknowledge and agree that we are not directly or indirectly responsible for any loss or damage you may incur throughout your trading.
- G. We reserve the right and prerogative to delegate the enforcement, rights, responsibilities, duties, and obligations to any third party.

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- H. As a result of the security that we implement from time to time, you acknowledge that we may require your financial details to identify your financial capability and if it is suitable for the activities and Services you use with us. The information that may be requested includes, but is not limited to, credit agencies, financial institutions, insurance, and the like.

#### 4. DEFINITIONS: TRADING TERMINOLOGIES

- A. **Access Data:** The login credentials and passwords related to the Client's Trading Account(s), Client Dashboard, or any other data providing access to our Services
- B. **Account:** It refers to the Client's Trading Account, either your Trading Platform or Site Account
- C. **Account Summary:** A brief statement and overview of all the Trading Account operations, activities, and funds
- D. **Ask:** The higher price in the Quote at which you may open a 'Buy' order
- E. **Averaging Up or Down:** When an investor trades more of the Instrument as its price goes up or down
- F. **Balance:** The total amount of the Trading Account, including all profits, deposits, and withdrawals
- G. **Base Currency:** The first currency in a Currency Pair
- H. **Bid:** The lowest price in the Quote at which you may open a 'Sell' order
- I. **Bonus:** A type of promotion we may provide as additional trading funds to your Account, subject to separate terms and conditions
- J. **Business Day:** Any working day from Monday through Friday, except any official holidays we recognize and announce
- K. **Capital Gain:** When the value of an Instrument goes beyond its purchase rate
- L. **Capital Loss:** When there is a reduction in an Instrument's present rate against its purchase rate
- M. **Client ("you," "your/s"):** Refers to the official user of our Services who has opened a Trading Account with us
- N. **Client Dashboard:** The Client's personal account area found on the Site when logged in to the Account's profile; the Client Dashboard is for private use, allowing you to manage your personal information and other Trading Account settings
- O. **Client Data:** Refers to any information we obtain from the Client related to his or her personal information or Trading Account
- P. **Client Terminal:** The Trading Platform or any other software in all its versions that the Clients may use to obtain information from financial markets in real-time; clients may also carry out different market activities on the Client Terminal, such as performing market analysis and research, opening, closing, modifying, and deleting orders
- Q. **Commission:** The payment charged by a legal entity or us to provide the applicable Services



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- R. **Company** (“Geetle Ltd.,” “we,” “our/s,” “us”): Our entity, including our workforce and authorized representatives
- S. **Contracts for Differences (“CFDs”)**: Financial products that allow you to trade on the price movements of an underlying product
- T. **Currency**: A country’s system of money in general use, where the ‘**Trading Account’s Currency**’ refers to the currency that the Account uses in all calculations and operations
- U. **Currency Pair**: The exchange rate of one currency against another, namely the Base Currency and Quote Currency
- V. **Day Trader and Day Trading**: An investor who characteristically clamps Instruments for a short period through a Day Trading strategy
- W. **Derivative**: A contract for the price difference based on fluctuations in the price of the underlying stock or stock index
- X. **Dispute**: Refers to any argument between the Client and the Company, where either party has reasons to assume that the other party breached one or more terms in this TOS due to any action or failure to act
- Y. **Electronic Trading or Online Trading**: When trading securities, stocks, currencies, cryptocurrencies, indices, energies, metals, commodities, and CFDs through our Online Trading Platform
- Z. **Energy**: Refers to commodities traded in the energy market, including crude oil and gas
- AA. **Execution**: This may refer to the act of opening or trading a position of an instrument in the market
- BB. **Floating Profit/Loss**: The current profit or loss on Open Positions calculated at the current price
- CC. **Forecast**: An analysis of the markets, statistically or technically, where a specific Instrument is given a target price
- DD. **Free Margin**: Refers to the remaining funds in your Trading Account, which can be used to open a position. The calculation for Free Margin is  $\text{Free Margin} = \text{Equity} - \text{Required Margin}$
- EE. **Fund**: The Trading Account’s current balance value and credits
- FF. **Hedge or Hedging**: When you trade the same Instrument and volume with opposite market orders
- GG. **Initial Public Offering (“IPO”)**: The stock launch where a company’s shares are sold to institutional and retail investors
- HH. **Instrument**: Any currency pair, stock, index, metal, energy, and other commodities; also referred to as the ‘**Trading Instrument**’
- II. **Leverage**: Refers to the virtual credit we provide that allows you to increase your trading ability and expand your market exposure
- JJ. **Long Position**: A buy order through buying the Base Currency against the Quote Currency
- KK. **Lot**: Refers to the size of a trade or the unit of measure for a trade’s volume



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- LL. **Margin:** The fund amount required to maintain Open Positions
- MM. **Margin Call Level:** A notification when the Margin Level falls below a certain level where your Trading Account needs more Margin
- NN. **Margin Level:** The ratio of Equity to the Required Margin. Its calculation is  $\text{Margin Level} = (\text{Equity} / \text{Required Margin}) * 100\%$
- OO. **Open Position:** Refers to an ongoing Long Position or Short Position on the Trading Account
- PP. **Opening Price:** Refers to the initial price of an Instrument at the start of a session, while 'Closing Price' refers to the last price of an Instrument at the end of a trading session
- QQ. **Order:** An instruction on how you prefer to enter or exit a trade, depending on how you set the Order on the Trading Platform
- RR. **Precious Metal:** Refers to spot gold or silver
- SS. **Price Gap:** Can also be referred to as a market gap which means sharp breaks in an Instrument's opening price from its previous market session's closing price
- TT. **Quote:** The current Bid and Ask price of a specific Instrument
- UU. **Quote Currency:** Refers to the second currency in a Currency Pair which can be used to determine the value of the Base Currency
- VV. **Services:** Refers to the trading products and Services we provide as defined in **9. Products & Services** hereunder
- WW. **Site:** Refers to our official website Direct-Prime.com
- XX. **Short Position:** A sell order through selling the Base Currency against the Quote Currency
- YY. **Spread:** The difference between Bid and Ask prices
- ZZ. **Trading Account:** Refers to your personal Client Account with Direct-Prime.com, where you can carry out financial and trading transactions, such as placing orders, deposits, and withdrawals
- AAA. **Trading Platform:** Refers to our software which provides real-time Quotes and charts and allows executing, modifying, removing, and placing Orders
- BBB. **Volatility:** Refers to the amount measured by which market price fluctuates in a specific period
- CCC. **Volume:** Refers to the number of stock shares, units, or contracts traded throughout a specific period

## 5. CLIENT RESPONSIBILITIES

- A. The two categories for registration of being a client are "individual" and "company." Additional information may be required upon your registration in either category. You understand that registrations under either category will be deemed individual registration.
- B. We do not authorize third parties to act on behalf of a client's instructions except when the Company agrees in writing.




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- C. You confirm and agree that the form of business, Services, and products we offer are legal and capable of being enforced in your jurisdiction or country of residence. Some jurisdictions prohibit financial investment on online trading platforms, and the Terms of Service Agreement herein will not be applicable in such countries.
- D. You bear full responsibility for accessing or using the Services and products of the Company in such jurisdictions. Accordingly, we are not accountable for misuse or unauthorized access to our Services, facilities, and products if they are prohibited in your country.
- E. You acknowledge the entirety of 17 CFR 230.902 and confirm that your country's jurisdiction does not operate under United States of America laws. You warrant that you are not categorized as a US person nor transacting on behalf of a US person. Furthermore, you agree that you will cease access and use of our Services when you become a US person or if you will transact on their behalf. US persons include:
  - i. Natural residents of the United States
  - ii. Users who are physically present in the US when using the Company's Services
  - iii. Partnerships, corporations, trusts, and other legal persons organized or incorporated under the laws of the United States
  - iv. Any principal place of business in the US
  - v. Any account, whether discretionary or non-discretionary, of a US person
  - vi. Other US persons included in 17 CFR 230.902
- F. You are accountable for determining your trading skill level, knowledge, and suitability before using or accessing our offered Services, products, and facilities. You agree that you have thoroughly read, understood, and accepted the Terms of Service Agreement upon trading with us.
- G. You hereby accept full responsibility for making decisions and executing the same on your Account. Accordingly, we are not liable for any loss or damage arising from such decisions and executions.
- H. 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 action.
- I. You may authorize a first-degree relative to perform activities in your Trading Account subject to our written approval. The procedure for requesting such authorization should be through a formal letter sent to our official email address. In addition, your first-degree relative will be subject to this Agreement and any additional documents guiding the relationship among the involved parties.
- J. Politicians and politically exposed persons, including relatives, partners, and associates of politicians, are not allowed to use our Services, products, or facilities. Therefore, you affirm that you are not a politician, connected to any politicians, or involved in politics.
- K. From the moment of your Account registration, you agree to comply with keeping consistent communication with us. Constant communication includes attending our scheduled phone calls, which is the primary communication mode with the Company, and responding to our emails.
- L. You may contact us through email for direct communication with the Company regarding inquiries and other concerns. However, you agree that we will only consider such an inquiry



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or concern valid if the email address is registered with the Company, which otherwise shall be rejected.

## 6. GENERAL USE OF THE SERVICES

- A. This Agreement shall serve as a legally binding contract between both parties on the use and access to our products and Services that will bind both parties upon the initial exchange of action.
- B. The terms and conditions herein shall apply to all the Services and products made available by the Company and stipulate what activities and acts we prohibit or permit.
- C. These terms and conditions will provide descriptions of the Services and definitions of phrases, words, and terms engaged in the trading between both parties.
- D. This Agreement will regulate the Trading Accounts you own with us, and all procedures and conditions regarding the creation and termination of Accounts are contained herein. This Agreement shall become applicable once a user registers an Account with us.
- E. This Agreement also provides for our Intellectual Property rights and complete disclosure clauses relating to our nature of business. You acknowledge that you have read and understood all the disclaimers in these terms and conditions.
- F. We categorically state that the Terms of Service Agreement shall not apply to the United States of America. Accordingly, any person who resides or is from the United States and seeks to use or access our products and services is not allowed.
- G. We reserve the right to introduce additional official documents in line with this Agreement. Such documents shall become binding between both parties upon introduction and on a specified date.
- H. Any violation of the terms and conditions included in the additional documents shall be deemed a violation of this Agreement. We reserve the right to fine, suspend, or terminate your Account upon violating the terms and conditions provided in the additional official documents.
- I. If there are any claims related to this Agreement or any agreements and contracts with the Company, you should address such claims directly. All claims can be sent via email, which must be sent from your registered email address with Geetle.com and remain confidential until a final resolution is presented. In addition, you must comply with our non-disclosure provisions, which otherwise may result in payable reputational damages.

## 7. INTELLECTUAL PROPERTY

- A. Excluding third-party content, all intellectual property (the “**Intellectual Property**”) materials are original works of our workforce. We have the exclusive right to copy, display, reproduce, distribute, or alter our intellectual property works.
- B. The applicable local and international laws on trademarks and copyrights protect our intellectual property works. Accordingly, we categorically state that all third-party content and materials we use or incorporate have consented to the relevant third parties.

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- C. Our intellectual properties include but are not limited to, trademarks, service marks, logos, software, style, brochure, copyrights, patents, icons, images, videos, and other graphics, documents, information, layouts, products, Services, and adverts.
- D. All users are informed that any unauthorized use of our intellectual property or affiliates is illegal under relevant local and international laws. Such unauthorized usage shall be deemed an infringement and result in legal actions. Accordingly, you are only permitted to use or access our intellectual property or affiliates' properties for reference purposes without breach of such intellectual property works.
- E. Furthermore, for infringement on our intellectual property works or that of its partners or affiliates, we reserve the right to terminate the Terms of Service Agreement and restrict or suspend the provision of our Services to the affected Client without explanations. Therefore, all licenses granted or derived herein shall be revoked immediately under such infringement and subsequent termination of the Terms of Service Agreement.
- F. You consent that we record all official communications between both parties for quality assurance and business purposes. Such records shall remain our absolute property, including customer-support message, email, and phone call records. The communication records may be used as evidence under relevant laws to prove transactions between both parties. Without prejudice, the communication records can be supplied as evidence in a court of law or to a government's regulatory agency in line with the law in force.
- G. In compliance with the applicable data privacy regulations and to prevent the illegal use of data, we have the right to decline or reject requests to provide any communication records to a Client or third party.

## 8. CHANGES IN SERVICES AGREEMENT

- A. We may alter, amend, or insert new clauses into this Agreement from time to time, and such modifications shall be binding automatically.
- B. You agree that we are not responsible for notifying you of any changes to this Agreement. Accordingly, you are fully responsible for regularly checking the Terms of Service Agreement to understand the amendments or changes.

## 9. PRODUCTS & SERVICES

- A. This Agreement covers all the Services and activities we offer. Usage or access to Services and engagement with activities not included in this Agreement's scope can indicate unauthorized or unlawful use. If you intend to engage in activities not stated herein, you must contact us directly for permission.
- B. Our Services include **i.** Trading and investing services; **ii.** Any downloadable material on the Site; **iii.** Market information published on our Site or applications owned by us or any of our third-party affiliates; **iv.** Any marketing and trading materials or content found on the Site; **v.** Electronic content, including the real-time information on the exchange rate or price of some currencies, indices, stocks, commodities, cryptocurrencies, and other tools for executing transactions in the Foreign Exchange market; and **vi.** Other content and Services that we may add in the future (collectively referred to as the "**Services**").

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- C. You may choose from the different Account types we offer based on your preferences and financial commitments. We shall keep the Accounts open provided that:
  - i. You bear the full responsibility of your choice to open the Account held in your name with the Company; and
  - ii. You acknowledge and undertake to perform the additional obligations, risks, and responsibilities attached to each level of the operating Account
- D. The following are the procedures for a user to become our official Client:
  - i. Successful registration and opening of an Account with us on our Site
  - ii. An email is sent to you with an automatically generated password to access the Account
  - iii. Linking the email provided to the registered Account
- E. Any user who intends to use, access, or benefit from our Services must strictly follow the procedures outlined in such Services and this Agreement. In the event of failure to abide by the proper guidelines, we reserve the right to deny requests or transactions made by a third party who is not recognized as our Client or affiliate.
- F. By agreeing to the Terms of Service Agreement, you acknowledge that the separate documents, procedures, rules, terms, and conditions of the Payment Service Providers (the “PSPs”) affiliated with us to administer payment methods are fully binding. You hereby ratify such separate documents, procedures, rules, terms, and conditions as they may apply to your funds.
- G. You further acknowledge and ratify the legal documents, procedures, terms, and conditions of using the official Trading Platforms affiliated with us.
- H. After registering successfully with us, you will receive an email with your Trading Platform information, including the Account number and password. If you prefer to use another available Trading Platform, you acknowledge that the platform’s terms and conditions shall be binding upon your use of the platform.
- I. We may periodically provide informative articles, newsletters, videos, and other educational materials for your reference and convenience. However, we are not obligated to provide you with these materials anytime.
- J. You acknowledge that the trading and investment decisions made on your Trading Platform and Account are your sole responsibility and choice. We may provide trading portfolios that match your experience level and objectives. However, you are accountable for the decisions in investing or trading any instrument or assets we offer.

## 10. OFFICIAL TRADING PLATFORM

- A. You may use our official Trading Platform to execute your market trades, orders, and positions. Our official Trading Platform, including the different operating systems and app versions, is available on our Site. You may opt for the tablet and mobile applications or web and desktop versions (collectively referred to as the “**Trading Platform**”).
- B. You are solely responsible for using the Trading Platform, including acknowledging its separate terms and conditions and consenting to the possible occurrences when using the platform.

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- C. Subject to this Agreement, we grant you a non-exclusive, non-transferable, and limited authorization to access and use the Trading Platform we have made available for trading activities in the financial market. You warrant that such authorization is conditional upon being an official Client of the Company. We shall not be liable for any error in the Trading Platform occasioned by situations beyond our control.
- D. You may be obligated to conform to additional restrictions of use and access to the Trading Platform. You acknowledge that if you fail to observe such additional restrictions, your access and use of the services may be confined, suspended, or terminated.
- E. You shall access and use the Trading Platform only for its sole purpose. We reserve the right to restrict, suspend, or terminate your Trading Platform's access and use without prior notice should you misuse or violate its separate terms and conditions or this Agreement.
- F. All available materials, information, and login credentials for the Trading Platform will be provided to you via email upon successful registration with the Company.
- G. We reserve the right to reject or cancel any trades, orders, and other transactions you make in the Trading Platform if it violates any part of this Agreement, the terms and conditions of the Trading Platform, or when we see fit.
- H. Our authority and rights are not extinguished by reason of the underperformance of the Trading Platform. You acknowledge that delays, failure of execution, and other trading activities are beyond our control.
- I. We cannot and do not guarantee that the Trading Platform will operate perfectly and continuously. Therefore, we are not responsible for the delay or failure in the performance of any transaction. Additionally, we are not liable for any outcome due to technical malfunctions such as power interruption, software installation issues, security breaches, viruses, or slow internet connection that may cause data loss, commercial damages, and trading interruption.
- J. Modifications, revisions, and adjustments may be applied to this Agreement in line with the Trading Platform, effective immediately. These modifications are also applied to the market and platform conditions such as leverage, spread, contract size, and other trading provisions. Your continued use of our Services shall indicate your acceptance and consent to such changes. The changes may be applied without prior notice and the obligation to explain or justify such amendments.
- K. The Trading Platform and its contents collectively constitute our intellectual property. Accordingly, you warrant that you will not alter, duplicate, copy, resell, or redistribute the Trading Platform or anything appurtenant to it for your benefit or interest. We reserve the right to take appropriate legal actions in case of such intellectual property breach.
- L. You acknowledge and agree that we prohibit Clients from engaging in certain trading activities such as scalping, use of expert advisors, and other software that conducts manipulation or falsification in the Trading Platform. We have the right to terminate, remove, or invalidate your Trading Account and your accumulated profit if it engages in any of the Company's prohibited activities.

## 11. OFFERED TRADING ACCOUNTS



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- A. Unless otherwise stated, we hereby confer your personal, non-exclusive, and non-transferable authority subject to this Agreement.
- B. You are at liberty to choose the most suitable account type available for you. The Live Accounts we offer can be used to perform your transactions and trading activities.
- C. We offer Live Accounts with different currencies. However, you can still choose from the available currency options if your local or functional currency is unavailable. The fund you deposit and withdraw will be converted automatically. You acknowledge that the conversion rates are computed systematically and subject to changes beyond our control.
- D. A live account is considered a regular account (or the primary account type) by default and is subject to this Agreement. We offer six different live accounts (jointly and individually referred to as “**Live Accounts**”) that can be found on our Site.
- E. We may keep some account types inaccessible to users due to factors such as jurisdictional issues. We reserve the right to modify, replace, or enhance certain feature types of the Accounts.

## 12. LIVE TRADING ACCOUNT

- A. No clause in this Agreement shall be construed that we are obligated to open an Account on behalf of any user. Without any explanation whatsoever, we reserve the right to accept, reject or otherwise cancel any initial request for Account opening.
- B. You may require a change in the condition or feature of your Account but subject only to the approval of the Company. Your letter of request must be sent to our official email address.
- C. Changing your Account’s name is not accessible through the Client Dashboard in compliance with the Data Privacy and KYC Policies. If you intend to modify specific information on your Account, you must request us via email with the relevant information changes. You hereby accept that we may require additional KYC documents to verify your updated information.
- D. You warrant that if the Account you hold has been inactive for at least one year, we may charge you a maintenance fee to keep the Account access.
- E. You understand and agree that we have the exclusive authority to close any Account with a balance below 100 USD, the minimum amount required for investment, and the lowest amount for holding an Account. You are solely responsible for managing and ensuring that his/her capital investment does not fall into the minimum balance.
- F. Furthermore, you ensure that you will not accumulate interest from your Account upon availing it, regardless of its Account type. We may restrict or suspend your access and use of your Account should you accumulate interest from it.
- G. We reserve the right to reject any transaction you make in the Trading Account if necessary or when we deem fit, whether such transaction relates to your trading or financial activities. Accordingly, we may but are not obliged to notify you regarding the reason for rejecting the relevant transaction.



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### 13. MULTIPLE ACCOUNTS

- A. We allow multiple Accounts operated by one Client so that you may separate your trading operations according to your preferences. While you may create multiple Trading Platform Accounts, you accept that such Accounts should be under one Client user.
- B. In addition to the paragraph above, we have the right to require additional KYC documents to verify each user's identity in compliance with the Data Privacy and KYC Policies.

### 14. JOINT ACCOUNTS

- A. If you intend to register multiple Trading Platform accounts with different owners under a single email address, the primary Client must send a written request via email, subject to our approval.
- B. 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 you prefer 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.
- C. Each holder of a joint account is eligible to have complete access and authority to act on behalf of all the relevant Clients. All involved Clients will be responsible for such actions of the joint account holder. 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 (the "**POI**") in compliance with our verification procedures.
- D. You acknowledge that we will not be liable for any damage occasioned by the discrepancy, contradiction, or conflict of interests or instructions. Therefore, the relevant Clients shall be jointly responsible on like terms.
- E. 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.
- F. 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. Additionally, the Clients or holders of the joint accounts shall continue to be liable for all obligations and responsibilities incidental to the joint accounts during the period before the final conversion of the Account.
- G. If two Company Clients intend to transfer funds from the other's Account, both parties must request through a formal written letter sent to our official email address subject to our approval and provided that the involved parties' Trading Accounts are verified.

### 15. ISLAMIC (SWAP-FREE) ACCOUNTS

- A. We offer Islamic Accounts or Swap-Free Accounts in observance of Islamic religious principles that can neither receive nor pay interest. Islamic Account can only be granted upon due completion and submission of documents and compliance with other requirements subject to our approval. If you intend to convert your Trading Account into an Islamic account, you must comply with the necessary procedures, including providing additional

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documents to verify the account conversion request. We will remove the overnight interests or rollovers upon approval of the account conversion.

- B. We have the exclusive right to reject account conversion requests if we find them non-compliant with the procedure or where there is a lack of documentation to show eligibility to such account type, platform, or Service.
- C. You warrant that you are fully aware that using Islamic accounts and services comes with certain restrictions, such as holding positions or trades for more than five business days.
- D. You ensure proper use of the Islamic Account upon your request in compliance with Islamic Law. Any use or practice of the Account falling short of Islamic principles may lead to legal actions and Service restrictions.
- E. We reserve the right to either revoke your access or use the Islamic Account or revert the Account from Islamic type to a regular live account where we find that you misuse, abuse, or mishandle the Account.
- F. We are authorized to reimburse the non-accumulated swaps from executed positions before and after the account conversion (from regular live accounts to Islamic accounts and vice versa). We may also revoke all profits that you have acquired from the course of your trading. Our rights include closing or canceling any or all of your ongoing trades or pending orders.
- G. In the event of mismanaging an Islamic account and reverting the swaps and interests, we may increase the charge of interests until equivalent to the executed trades in your Trading Account. You are solely responsible for settling your outstanding dues for mishandling a swap-free account and accepting all liabilities you may incur upon misuse.
- H. You acknowledge that obtaining or collecting the swaps or rollover fees from your Trading Account is strictly prohibited. Collecting rollover fees is considered a breach of this Agreement. You further acknowledge that you shall be bound by the terms of holding and operating an Islamic account upon your initial use.

## 16. ACCESS TO ACCOUNT AND PLATFORM

- A. The details for accessing your Trading Account and platform will be provided after a successful registration. After that, you can perform your financial transactions and trading activities.
- B. You must ensure that your access information, such as registered email, account number, username, and password, is secured. Do not disclose your access to any third party, and keep your Account logged off from any device after use.
- C. You are solely responsible for any performed activity in your Account, either intentionally or unintentionally, carried out by you or a third party.
- D. If you own more than one Trading Account with the Company, we shall deem that the transactions are performed separately by the Client.

## 17. THIRD-PARTY ACCESS

- A. You affirm that you completely understand the inherent risks in granting access and authority to a third party to operate or manage your Trading Account. You are accountable

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for any damage or loss from authorizing third-party access. You ensure that you are acquainted with all the activities the applicable third party performs. While third-party access may be permitted, you agree that we are not obligated to provide recommendations or counsel.

- B. Third-party access and authorization to the Client's Account must be requested in writing, subject to our approval. You must safeguard your account information from any unauthorized third-party access or use. If you presume or suspect that there has been unauthorized or inappropriate use or access to your Trading Account with the Company, such an incident must be reported immediately. You are solely responsible for the losses or damages you may incur upon the third party's misuse of your Account.
- C. If you intend to grant trading authority and control over your Account to a third party, you understand and agree that there would be additional terms and conditions that you and the relevant third party must fulfill. You can allow a third party to manage your Trading Account at your own risk, provided that we approve your submitted formal request in writing and a further written agreement is granted. Neither the Company nor our affiliates are responsible for overseeing your choice of the third party or making any recommendations regarding your granted authorization. We will not be liable for any loss or damage you may incur for granting authority or control to any third party. Moreover, we reserve the right to reject and dismiss your appointed third party and any transactions performed by him/her at any time without prior notice.
- D. You agree to comply with the condition regarding the account authorization to first-degree relatives. Notwithstanding compliance with the procedures above, we retain the right to reject or terminate any third-party authorization request.
- E. You affirm that you are aware of all trading activities and operations carried out by the authorized third party in your Trading Account. You hereby ensure that the authorized third party understands and consents to this Agreement and can effectively manage the Trading Account. You are liable for the damage or loss you may incur on granting access and authorization to any third party.
- F. We have the discretion to accept, reject, restrict, and terminate the use and continuous access of the authorized third party to the Trading Account. Furthermore, we reserve the right to reject any transaction by a third party on behalf of the Client.

## 18. MARKET INFORMATION

- A. We may, but are not obligated to, provide you with trading materials, such as market information and signals, fundamental analysis, technical analysis and data, news articles and reports, statistical analysis, education videos, and electronic books (collectively referred to as the "**Trading Materials**"). We may also, without the obligation, provide you with recommendations, analyses, and other assistance in trading.
- B. However, you acknowledge that these trading materials, recommendations, and trading assistance do not, in any way, qualify as legal, tax, or investment advice. We cannot and do not guarantee any express or implied statement regarding profits or income. You are exclusively responsible for interpreting, applying, and implementing any recommendations and materials we provide.
- C. You understand and agree that the use of trading materials and market information we provide are for reference only. Therefore, unauthorized redistribution or disclosure of

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information emanating from the Company is strictly prohibited. You represent that you are knowledgeable of all relevant laws restricting the use or otherwise of the trading materials and market information we provide.

- D. The Company cannot and does not guarantee the accuracy of trading materials and market information recommended or provided to you. We are not obligated to continue, stop, modify, update, or otherwise alter the provision of and the contents of these materials and information.
- E. Any information on the Site or statement in this Agreement should not be interpreted as a solicitation to buy or sell any security or other financial instruments through our facilities. Offers to buy or sell securities or to provide financial services to United States residents can only be made by persons who are appropriately registered as brokers, dealers, or investment advisers with US federal and state regulatory authorities, including the country's territories and possessions, and only in those jurisdictions in which the securities are registered, unless an exemption from registration is available for the broker, dealer, or investment adviser and the particular type of involved transaction or product.

## 19. MARKET ORDER EXECUTION

- A. Our offered financial instruments may not be suitable for all investors and traders. As such, you shall be solely responsible for determining the suitability of the assets for your trading activities. These assets include currencies, cryptocurrencies, stocks, shares, equities, commodities, indices, derivatives, and futures.
- B. You must ensure that your knowledge, experience, objection, and intention are appropriate for our Services, including the aptness of your invested financial instruments. Market analyses and a financial portfolio may be offered without providing complete guidance, and it is your responsibility to ensure that you understand the materials we provide sufficiently. Accordingly, accepting and implementing any market information or financial portfolio shall imply that you have carefully assessed and evaluated such materials.
- C. By means of initiating an order or trade, you conform to the concept of price slippage or market gapping in the financial instruments that may result in market price fluctuation. Therefore, we are not responsible for the outcome of volatility to your advantage, disadvantage, or otherwise.
- D. You understand and agree that all market transactions involve at least two parties (the "**Counterparties**"); the Company is your counterparty for each Order or trade. You acknowledge that all trades and orders are non-transferable and non-delegable to a different Trading Account, other Clients, or another company.
- E. We are neither responsible nor obligated to advise you on the merits or aptness of any trade or contract entered in line with this Agreement. We are not responsible for monitoring your investments or informing you about your Account's status and its positions or trades. You understand and agree that the execution of any order does not in any way indicate that we have approved or recommended that trade or Order.
- F. We can only accept orders and trades of existing financial instruments with valid specifications. We reserve the right to alter the price quote of any order if it deems necessary, effective immediately.

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- G. The price quotes and maximum leverage you are offered may vary according to your account condition or proficiency and may differ from what is offered to other Clients, which we may change or cancel at any time without the obligation to provide an explanation. We have the exclusive right to immediately change, cancel, or refuse to deal with any price quote or spreads or to cease the provision of the price quotes of any financial instrument at any time without prior notice.
- H. If you enter or execute an order or trade, it is deemed that you fully understand the Risk Disclosure and the requirements associated with the Order or trade. Accordingly, you are at liberty to execute any available financial instrument or asset provided that such execution does not breach this Agreement, the Risk Disclosure, and other agreements. If you decide to send your instruction order request via email, such request shall be subject to our approval. If you choose to send it through a different medium other than the Trading Platform, you must confirm such a decision in writing, subject to our approval.
- I. You understand and agree that the price quote of a financial instrument or asset may differ from the initial price, including the price when the trade or Order was entered, which may be due to factors such as the volatility of market conditions during the order execution. You further understand the positive and negative effects of volatile market factors, including prices, on your investment.
- J. In our absolute discretion, we may refuse or repudiate any order or price quotation request from any Client where such a financial instrument is restricted from the execution or on other grounds as it deems fit. We may also impose restrictions on or reject/cancel the volume and number of orders executed daily.
- K. You ensure that every detail and specification of your trade or Order is accurate and complete. By operating the Trading Platform, you guarantee that you are knowledgeable of the risk incidental to your Trading Account's overall status. You are solely responsible for any outcome caused by inaccurate or incomplete information in your trade or Order, whether unintentionally, negligently, or fraudulently. We are not obliged to provide any advice or recommendation in the event of omission herein.
- L. You are duty-bound to comply with the requirements and obligations arising therefrom and upon submitting your Order or trade. You are responsible for completing and implementing the position, regardless of your chosen submission method or execution of the trade or Order.
- M. You agree that you are knowledgeable of the market forces and occurrences in the financial market beyond our control, such as, without limitation, market volatility, data latency, and online-operational speed. Accordingly, in these uncontrollable market situations, we may but are not obliged to provide you resolution according to the terms of this Agreement.
- N. You ensure proper account management and monitoring of your executed and ongoing trades. We reserve the right to restrict or prohibit the execution of specific financial instruments or assets that exceed maximum risk levels, liquidity limit, or otherwise as we deem fit. You acknowledge that pending orders and trades are executed automatically and sequentially. In the event of a conflict regarding execution, you may inform the Company by email or other available means of communication.
- O. In our absolute discretion, we may restrict, prohibit, withhold, or close a trade or Order on grounds, without limitation, of fluctuating market forces and insufficient funds in the Client's Trading Account.

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- P. Trades and Orders can be closed manually on the Trading Platform, which may result in overnight trades that incur rollover fees. In line with the Risk Disclosure, you understand and accept the risks associated with financial investments that may lead to a capital deficit or loss. Accordingly, you acknowledge that failure to close a trade or Order before its expiration may close it automatically despite the floating profit or loss.
- Q. Any Order, trade, or position with an expired contract may be immune from automatic closure if your Trading Account is considered stable or buoyant and if it meets the required quality standard, wherein you may transfer to another liquidity provider subject to this Agreement. However, you acknowledge that when a financial asset or contract expires before it has been closed, it may result in automatic closure.
- R. If you have a contract or shares reservation that has yet to be implemented or successfully executed, its equivalent percentage will be deducted from your Trading Account. The deduction will depend on the leverage of the asset, which may range from 1% to 5%. We reserve the right to act in your overall interest and benefit by closing an ongoing trade in split lots to mitigate any floating loss.
- S. Scalping trades will be canceled unless it was reserved accordingly with the relevant provider. Any profit from such trade may be considered void and null.

## 20. FINANCIAL OPERATIONS: DEPOSIT

- A. We have indicated the list of available funding methods for transactions on our Site. The payment methods are offered and made available to Clients for depositing funds to conduct trading activities with the Company. The use of our payment methods for other purposes is strictly prohibited.
- B. If some payment options are unavailable or inaccessible, we will provide alternative payment methods appropriate for the transaction. We reserve the right to accept or reject any foreign deposits.
- C. The PSPs are responsible for imposing daily, weekly, and monthly limits on transactions you perform in your Account. These limits may be changed at intervals. We may notify you of any alteration or adjustment to existing transaction limits made by the PSPs. You ensure to comply with the stipulated limits provided as it aims to prevent incidences of fraud on the part of the Company and the PSPs.
- D. You agree to comply with all the operating conditions of your Trading Account, including the precautionary measures we take. You are solely responsible for every transaction performed in your Account. All the deposits and withdrawals transacted through us are verified and recorded.
- E. You confirm that you initiated all the financial transactions performed in your Account and are aware of all activities carried out on your Account.
- F. The conversion of currency changes constantly. Since it is computed systematically, you agree that we are not liable for any variation that may occur when the system conversion does not tally with your computation.

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- G. All financial records related to your Account are part of our property and are kept confidential but, where necessary, may be disclosed to the relevant affiliates. Accordingly, we are not mandated to accept any request from the Client seeking to obtain his/her financial transaction records.
- H. You certify that the funds you use in transacting are obtained by lawful means, and if we suspect or prove otherwise, we may file a lawsuit against you. Relevant to the above, all interest accumulated in your Account may be restricted, suspended, or terminated.
- I. We may process and authenticate each financial transaction you make in a day. However, for reasons beyond our control, your deposited funds may take 1 to 5 business days before reflecting in your Trading Account.
- J. We reserve the right to cancel or reject any financial transaction you perform if such transaction breaches this Agreement. We are not obligated to comply with any instruction nor complete any transaction where completing such a procedure violates this Agreement or is non-compliant.
- K. If a third party intends to transact on behalf of the Client, the relevant third party must provide a Power of Attorney (the “**POA**”) and one valid ID for further verification included in a written letter of request sent to our official email address. We have the exclusive right to reject any third-party transactions without providing an explanation. Moreover, you bear all liability arising from any unverified financial transaction in your Account.
- L. You are liable for settling fees and other costs that may be charged by banks or other third-party payment providers for processing your transactions. You agree to pay these additional charges as soon as they are incurred.
- M. You are obliged to provide the necessary documents containing your financial information for us to authenticate relevant transactions. In addition, the speed of the PSPs may differ, wherein credit card transactions may reflect in your Trading Account instantly. At the same time, bank transfers are often processed longer due to additional security measures.
- N. The Company and the Clients must comply with the terms and conditions provided by the PSPs and banks. In compliance with such conditions, you shall receive your withdrawn fund in the same manner that it was deposited.
- O. You understand and agree that you may only deposit funds in the form of real money and not in the form of other goods.
- P. You may also fund your Account using the available cryptocurrency methods on the Site. However, we do not guarantee that cryptocurrency will always be available as a depositing method. Additionally, you accept the cryptocurrency exchange rate on the Site, which may differ from other external rates.

## 21. FINANCIAL OPERATIONS: WITHDRAWAL

- A. You may withdraw your money through the available methods specified on our Site upon compliance with this Agreement. In addition, you acknowledge that you must verify your Account and comply with the stipulated withdrawal request guidelines before you can withdraw.

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- B. Your Account must be verified to prevent fraud or unauthorized transactions in your Account. The amount you withdraw must not be less than the stipulated minimum and not be more than the funds in your Account. You agree that we may require additional information and documentation about your bank account to complete our verification process.
- C. In compliance with the relevant payment service conditions, you shall receive your withdrawn funds in the same manner that it was deposited. Conversely, if you prefer a different withdrawal method, you must request it in writing, subject to our approval.
- D. You must ensure that you do not have any pending or ongoing trades in your Account before making a withdrawal request, which may decline if you do otherwise. You must also ensure that you have enough balance that is not lower than the amount of your withdrawal request.
- E. During the completion of shares reservation, the generated profits can be withdrawn, provided that the Client has positive statistics and that the current account balance exceeds the required balance for the reserved quota, as long as all the withdrawal requirements are met.
- F. Once your withdrawal request has been approved, you acknowledge that its equivalent percentage will be deducted from your credit funds.
- G. The minimum amount permitted to be processed through international Wire Transfer is 50 USD. If the withdrawal amount is lower than 50 USD, it will be processed through a different method that we will provide.
- H. While every withdrawal request usually requires 1 to 7 business days to process, the period during which the amount may reflect on your Account relies on the applicable method.
- I. The Company has the right to pause or cancel a withdrawal request's process if any of the following occurs:
  - i. The Client is suspected or proven to be involved in fraudulent activities, including prohibited trading operations
  - ii. The Trading Account's Margin is insufficient
  - iii. There are unfulfilled obligations towards the Company
  - iv. The Trading Account has (an) ongoing trade/s
  - v. A chargeback procedure was initiated
- J. We can cancel your withdrawal request if you are deemed unreachable on all the available communication channels for two months. Furthermore, we have the right to decline a withdrawal request if the Client does not provide the required document or information within two months.
- K. If you do not receive the correct withdrawal amount, you agree to contact the Company immediately regarding the situation, and our representatives will assist you accordingly. You acknowledge that false claims in this matter can be regarded as fraudulent activity, which may result in legal consequences.
- L. You agree to waive your right to file for a chargeback once you have used our products or Services. Such Services include the Trading Platform, client area or dashboard, news, and signals, including if you have already executed a trade on your Account. We reserve the right to block or suspend any Trading Account following a filed chargeback.
- M. You further agree that the Company shall not be liable for any negligence or insolvency by third-party banks or financial institutions holding your funds.



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## 22. FEES & COMMISSIONS

- A. You agree to pay all the imposed fees, including the Bid and Ask price and rollover fees in your Trading Account, wherein additional and separate fees may arise upon your continued use of our services and facilities. Imposed fees and other charges can be displayed on our Site, and you are solely responsible for determining such costs.
- B. You are obliged to settle additional fees as may be charged by banks and PSPs. These additional fees may be in the form of VAT, rebates, profit, share, and other tax duties.
- C. We have the right of discretion to alter the imposed fees if deemed necessary, and you consent that your continued access and use of our Services affirm your acceptance of such alterations. Such fees include swaps, rollovers, commissions, and spreads that can be changed occasionally without notice, resulting from unstable market conditions.
- D. You agree to settle fees that may occasionally be applied, such as rollover fees, service fees, and trading commissions, including charged fees to Trading Accounts that do not qualify our statistical requirements. There may also be an annual interest rate of 4%, with additional daily interests determined based on your Trading Account.
- E. You acknowledge and accept that we may charge your Account specific fees if it does meet the applicable statistical requirements.
- F. Payment for the additional fees may have respective due dates of settlement, and you must ensure that your payment is made before the due date. Otherwise, we may terminate your Account or institute legal action against you.
- G. A written notification must be sent to us when the Client intends to terminate the Company's Services. Additionally, you must ensure you do not have an unfulfilled obligation towards the Company.

## 23. COMPLIANCE WITH DATA REGULATIONS

- A. You ensure that all necessary information and documentation are made available immediately before you undergo Account verification in compliance with the KYC Policy for authentication. All tendered information must be correct, accurate, and complete during the registration process.
- B. You agree to comply with the additional documentation requirements requested by the Company. The other requirements may depend on your country's jurisdiction as part of verifying your identity and on your used payment method in line with the KYC Policy. Additional requirements may include documents for proof of identity, proof of residence, and banking details.
- C. During registration, you must provide additional personal details such as your complete name, birth date, full address, occupation, financial capabilities, and contact details, including phone number and email address. These details will be used to create your Trading Account and assign an account number to you.
- D. You acknowledge that the Trading Account's client name cannot be altered after completing the account registration. If you need to update or change any account information, a written request sent to our official email is required, subject to our approval.

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- E. Whether the Client registers on our Site or carries out any financial transaction on the Trading Account, we are entitled to obtain personal information about the Client to be used by our affiliated banks and PSPs. Therefore, you are obliged to provide documents evidencing your identity and residence. All information you provide must be correct and accurate. You are accountable for any loss or damage incurred due to inaccurate or incomplete information.
- F. We have the exclusive right to reject or invalidate a user's registration or existing Account where the information provided is proven false or incomplete. Any changes to your personal data must be immediately indicated for us to keep accurate and updated records.
- G. In the event that you lose access to your registered email address, you must notify the Company directly by email before submitting a complaint, a request for termination of this Agreement, or any claim.

## 24. COLLECTED DATA

- A. We have established a separate KYC Policy regarding the detailed outline of what data we collect from you and where we obtain such data. The KYC Policy is an integral part of this Agreement, where you agree to the terms therein upon accepting this Agreement.
- B. Accordingly, you acknowledge that we are authorized to retrieve your information from the documents you submit upon Account verification with the Company. Additionally, we are entitled to record every communication and correspondence between the Client and the Company strictly used for business purposes only.
- C. Every financial transaction undertaken by the Client may also be recorded and stored by the Company, where the affiliated banks and relevant PSPs obtain the details. Such financial transactions include but are not limited to deposits, withdrawals, and fund transfers.
- D. The communication and information exchanged between the Client and the Company become our intellectual property and shall be kept indefinitely in compliance with our Data Privacy Policy. Similarly, the information and documentation are highly regarded as confidential. As such, we employ necessary measures to ensure the information derived is secured, and access to it can be restricted, notwithstanding whether the Client's Account remains active or dormant.
- E. You may upload your KYC documents on the Site's Client Dashboard or send them to our official email. All submitted documents are subject to approval, and we have the right to reject any document if it lacks the required information or when we deem it fit. For secure transactions and access to complete Services, you accept that we may disclose the relevant KYC records to our third-party affiliates, including our PSPs and other service providers.
- F. You affirm that records and documents exchanged may be used as evidence under relevant laws as proof of communications between both parties. In fulfillment of our Data Privacy Policy, we may disclose the communication records for lawful purposes or to use as evidence in court or where required by a government agency.
- G. The Client does not have the right to record telephone conversations without informing the Company's employees. Moreover, the Client does not have a right to publicly disclose any internal company documentation, internal correspondence, and personal correspondence that may result in damaging the Company's reputation. Violation of confidentiality within the Company's business transactions will result in payable fines.

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- H. We are not obliged to disclose any information we obtain and record about our business and therefore have the right to reject requests for such information. Additionally, we have the right to reject any Client or third-party request to obtain any collected records, such as but not limited to financial transactions, trading activities, and communication records, for security reasons.

## 25. ELECTRONIC SIGNATURE

- A. You acknowledge and agree with the use and purposes of electronic signatures related to electronic transactions and documents. You affirm that your electronic signature is a legal equivalent of your manual signature.
- B. Electronic documents, forms, instructions, and communications can be received through email. However, if your email is temporarily or permanently unavailable or inaccessible, or if your registered email has changed, you must contact us immediately to avoid further complications regarding receiving any electronic document.

## 26. GENERAL RISK DISCLOSURE

- A. Trading with Margin, including trading instruments, CFDs, leveraged products, and other financial products, come with significant risks. You are solely responsible for assessing your capabilities before using our products and Services, including considering your trading knowledge level, experience, and expertise. Therefore, you must not invest more than you are prepared to lose. Accordingly, you are solely liable for any outcome from using our products and Services, such as results from your trades, orders, and transactions in your Trading Account.
- B. Market prices often fluctuate, which we cannot control, as all price movements depend on the asset or Instrument itself. You acknowledge and accept that if the market moves against the Order of your position, you may sustain a total loss more significant than the funds invested in that specific trade. You are solely responsible for any damage or loss you may incur in your Trading Account.
- C. You further acknowledge and accept the possibility of price slippage or market gapping in the financial instruments that may lead to market price fluctuation, which we cannot and do not guarantee whether or not such fluctuation will be to your advantage.
- D. We, and any of our entities, are not responsible for monitoring the trades in your Trading Account. Therefore, you are responsible for ensuring that the ongoing trades in your Trading Account meet the appropriate Margin requirements at all times, which may change from time to time.
- E. You acknowledge and agree that if the market price moves against your position or our Margin requirements were changed, you might need to provide additional funds to meet such requirements to maintain your ongoing trades. If you do not meet the appropriate Margin requirements, it may lead to closing any or all of your ongoing trades, and you will be liable for any loss or damage you may incur consequently.
- F. For further information regarding the risks involved in trading, you may refer to our Risk Disclosure document on the Site.

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## 27. TERMINATION OF SERVICE AGREEMENT

- A. Termination requests must be sent from the Client's registered email. The Company has the right to reject the submitted termination request if the Client did not use his/her registered identification data. Non-disclosure of accurate information, including the up-to-date email address, can be considered data falsification.
- B. Each party may terminate the Terms of Service Agreement, provided that the termination or suspension shall be without prejudice to any rights accrued or any ongoing obligation to either party before termination. Where a party intends to terminate or suspend this Agreement, he/she must send a notice by email at least fourteen (14) days before the proposed termination date to the other party or as otherwise agreed. Furthermore, both parties acknowledge that terminating this Agreement will not relieve either party from the applicable obligations.
- C. All sums due shall become immediately payable in full upon termination of this Agreement, including the required funds to close ongoing transactions and other charges that you may incur related to or arising from the termination of this Agreement.
- D. We retain the right to convert your funds to settle your unfulfilled obligations upon termination of Services, wherein we may also consolidate and set off the Client's balances.
- E. You agree that terminating the Terms of Service Agreement also terminates all ongoing trades and Orders. You consent that you may be denied further use of our Site and your Trading Account once this Agreement has been terminated.
- F. We reserve the right to convert your funds to settle your unfulfilled obligations in the event of non-compliance upon terminating the Terms of Service Agreement. We may also consolidate and cancel your profits if you do not complete your obligations in this Agreement.
- G. The Client retains responsibility for any obligations that he/she assumed before termination, whether terminated by the Company or the Client. Accordingly, terminating this Agreement does not relieve either party from performing the relevant obligations.
- H. We have the exclusive right to implement termination procedures if your Trading Account is deemed inactive for a month or if you are unreachable in all forms of communication. We may also implement these termination procedures if your requested withdrawal amount is equal to the total balance of your Account. Termination procedures include separate fees for inactivity and cancellation in case of unsettled obligations. In line with this, profits acquired from the credit or bonus funds can be canceled, and we will deduct the bonus funds or credit funds from the total Equity of your Trading Account.

## 28. CANCELLATION OF SERVICES

- A. We have the right to cancel our Services if you violate this Agreement, our policies, or our provided contracts. Upon canceling our Services, we may suspend your access to and use of your Trading Accounts and block your future use of our Site and Services.
- B. Cancellation of Services may result in fees depending on the breach, especially if such breach is out of overt negligence of the terms herein.
- C. Furthermore, we have the right to cancel our Services in case of the Client's fraud, misrepresentation, coercion, or undue influence.

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**General Risk Warning:** CFDs and other products traded on margin involve high risks. Accordingly, they may not be appropriate for all types of investors. Therefore, you ensure you understand the risks of trading CFDs and other leveraged instruments before entering the market, where some or all invested capital can result in losses. Investors should thoroughly read our terms and conditions of service before trading online.



## 29. EVENT OF DEFAULT

- A. The Company can declare an event of default if you are involved in any unlawful or prohibited activity or have failed to fulfill the obligations under this Agreement.
- B. Event of default may also occur in cases of the Client's incapacitation, absence, or death. In case of such contingencies, the successor of the Client's Trading Account shall be his/her first-degree relative.
- C. We may also declare an event of default in case of force majeure with occurrences beyond the control of either party, preventing the relevant party from complying with its obligations. Force majeure events include national or international warfare, terrorism, labor dispute, lockouts, and civil disorder.
- D. The event of default further comprises the acts of God, such as earthquakes, tsunamis, typhoons, fire, epidemics, and other natural disasters.
- E. Certain events may also call for an event of default, including but not limited to electronic glitches unwilfully caused by the Company, market interruptions, and jurisdiction or regulatory sanctions.
- F. We are entitled to terminate the Terms of Service Agreement effective immediately in cases of the above paragraphs, wherein the Client will lose every right and access to the Services and platforms of the Company.

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