

PROFITIX

**Terms &
Conditions
of Use**

TERMS AND CONDITIONS OF AGREEMENT

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This Agreement (hereinafter the "Agreement") is the complete and official terms and conditions that apply to the access and/or use of the services of Profitix Ltd. (hereinafter the "Company"). We urge the users to read this document thoroughly and carefully before accessing and/or using any of our services. Users must fully read, understand and accept all of the terms and conditions set herein without alterations or revisions before becoming an official client (hereinafter the "Client") of the Company.

If you do not agree to be bound to any or all of the terms and conditions of this Agreement, do not use or access our services.

1. INTRODUCTION

1.1. In this Agreement and in other official legal materials and/or documents, the Company may be referred to as "we", "us", "our", or "ours", and the Client may be referred to as "he/she", "you", "your", "yours", or "user/s" respectively, wherein both the Client and the Company may be referred to hereinafter as "parties" or "both parties."

1.2. The Company is a financial investment firm that operates under the laws of Saint Vincent and the Grenadines, with license number 25308 BC 2019 and registered address at Suite 305, Griffith Corporate Centre Beachmont Kingstone. The main and official website of the Company is www.profitix.com (hereinafter the "Official Website") wherein all writings can be addressed to the Company's official email: helpdesk@profitix.com (hereinafter the "Official Email").

1.3. The Company and the Client must strictly comply with this Agreement, a legally binding contract, to manage the professional relationship of both parties. The chapters, sections and clauses of this Agreement will serve as legal references if misunderstanding, dispute, and/or eventuality arise/s between the parties.

1.4. For the benefit, protection, and security of the Client, he/she must take the time to thoroughly and carefully read this Agreement as well as any other additional documentation about policies, warranties, terms, and conditions. The Client is expected to be fully knowledgeable of the terms and conditions upon his/her use of the services of the Company. If the Client does not fully understand or his/her interest conflicts with the terms and conditions of this Agreement, he/she can seek independent professional advice.

1.5. Some parts of the Company's services may have different particular terms and conditions of access and/or use. It is the Client's responsibility to be fully knowledgeable of the terms set separately or additionally for a particular service of the Company.

1.6. Investing in any financial market involves a significant amount of risk to the Client's capital. The Client is responsible for assessing his/her experience and knowledge before trading in a particular market with the Company as well as ensuring that he/she is capable to accept the risks involved.

1.7. The official language of the Company and its legal documentations and other contracts and/or agreements is English. The Company can, but is not obligated to, provide translation for the Client's reference and convenience only. In any case that a language discrepancy occurs, the English version of any documentation will be the only legal basis.

1.8. The content of our website, documentations and/or of any communication the Client may receive from the Company through email, website postings or phone are for general information and reference only and do not equate to investment advice or unsolicited financial promotions.

2. SCOPE AND LIMITATION

2.1. SCOPE OF AGREEMENT

2.1.1. This Agreement is a legally binding contract of the terms and conditions applied to the Client's use of and access to the services and products of the Company. Both parties are automatically bound to this Agreement upon initial exchange of action.

2.1.2. This Agreement can be a reference to the detailed information and description of services and its terms of use. The terms and conditions provided shall cover the entire scope and limitation of services provided by the Company, including the services, activities and acts that the Company permits and prohibits.

2.1.3. Descriptions of services will be provided herein, including the definition of words and terms that will be used in the course of the Client's trading.

2.1.4. This Agreement shall also include the procedures and conditions of creating and terminating an account and services with the Company. The Client acknowledges and understands that this Agreement is effective immediately upon his/her use of the services of the Company as well as upon his/her registration in the website.

2.1.5. Disclaimers are provided herein regarding the Company's intellectual property rights and a full disclosure of the risks involved in the Company's nature of business.

2.1.6. The terms and conditions of this Agreement and other legal documentation of the Company are not applicable in the territory of the United States of America. If an American citizen or resident wishes to avail the Company's services, he/she must contact the Company directly for further procedures.

2.1.7. Additional legal documents and/or agreements may be provided for the Client during his/her trading course with the Company. The Client understands and agrees that violating any of the terms and conditions of any additional documentation and/or agreement signifies that he/she also violates this Agreement hereof. The Company reserves the right to impose fine the Client and restrict or suspend any service upon violation of this Agreement or any additional documentation and/or agreement.

2.1.8. This Agreement is subject to change from time to time. The Client understands and agrees that he/she is obliged to be knowledgeable of the future amendments and/or revisions of this Agreement and those modifications shall constrain both parties.

2.2. SCOPE OF SERVICES

2.2.1. This Agreement covers the entire scope of services provided by the Company including the use and access to trading facilities. The Client understands that any additional service out of scope can be an indication of a prohibited activity and/or unlawful use of the Company's services. If the Client is uncertain whether the Company provides the service he/she seeks to avail or if the Client is uncertain whether the activity he/she wants to perform is allowed by the Company, the Client must contact the Company first for direct advice.

2.2.2. Various account types are offered to Clients which they can choose from depending on their choice and level of investment. The Client acknowledges that the expert and exclusive account types may include additional responsibilities and may be riskier due to the professional standards and more complex inclusions. These account types made available for the Clients must be of their sole choice wherein the Client must ensure that he/she performs his/her competent and proficient obligations and responsibilities.

2.2.3. Transactions, requests and/or orders from any user who does not have an account or is not recognized as a Client or is not affiliated with the Company can be denied accordingly. There are proper procedures in order for any user to use the services of the Company which shall be strictly applied and followed.

2.2.4. Users must successfully register and open an account in the Company's website to become an official Client of the Company. Upon the successful registration of the Client, he/she will receive an email with the automatically generated password to access his/her account. The Client must ensure that the email he/she registered with the Company is of his/her own and is valid.

2.2.5. The payment service providers (hereinafter the "PSPs"), including the banks affiliated with the Company, administer the payment methods made available for the Client to deposit and withdraw his/her funds. Permitted currencies, limit per transaction and transacting hours are determined by the PSPs, wherein the Client ratifies the separated and own terms and conditions of the PSP upon his/her use of the respective method hereof.

2.2.6. The official trading platform that the Company provides, among other platforms, is **MetaTrader 5** (hereinafter the "Trading Platform") by **MetaQuotes Software** which can be used by the Client to execute his/her trading orders. The Client acknowledges that **MetaQuotes Software** has its separated and own terms and conditions which the Client ratify upon his/her use of the trading platform.

2.2.7. Furthermore, the Company will provide the Client his/her credentials via email upon his/her successful registration. Credentials shall contain the trading account number (or MT5 I.D.) and password of the Client to access the trading platform. Should the Client opt other platform offered by the Company, the respective platform's terms of use shall be ratified accordingly upon the Client's use of the platform.

2.2.8. The Company provides informative and educational materials including charts, news articles, videos, e-books, and fundamental and technical analyses and data. However, provision of the foregoing information is not obligatory and will be further elucidated hereinafter.

2.2.9. The Company offers a great deal of instruments and assets that the Client can invest including, but not limited to, currencies, stocks, commodities, indices and derivatives. The Client is solely responsible for selecting the type of market he/she invests in. The Company, without obligation, can provide the Client a trading portfolio suitable for his/her objectives and level of experience, but it is the Client's sole decision whether to undertake or decline the offered trading portfolio.

2.3. SCOPE OF THE COMPANY

2.3.1. The Company and its workforce act as the warden of its business, enforcing strict security and righteousness within its facilities and of those affiliated with the Company and the Client. The Company reserves its absolute right to apply restrictions and reasonable force when necessary to protect and defend its workforce, properties and Clients.

2.3.2. The Company is not responsible in any way for determining whether the services and products it provides are legal and permissible in the Client's country of residence.

2.3.3. Services and products offered by the Company are made available for users and individuals of legal age and of other legal significance and obligations in his/her country of residence and/or citizenship.

2.3.4. The Company operates according to the laws of St. Vincent and the Grenadines where the legal age to undertake statutory obligations is eighteen (18) years old and above only. However, it is the Client's absolute responsibility to ensure that he/she does

not use and/or access the services of the Company if he/she is abiding his/her current legal obligations in a jurisdiction with a different codified age.

2.3.5. For the avoidance of doubt, the Company will not be responsible for any unauthorized access or use of the services by minors. The Company is not accountable for overseeing whether the services and products it offers are appropriate and suitable to the user or individual.

2.3.6. The Company has provided full disclosure and disclaimer for the possible occurrences, without limitation, during and after the course of the Client's trading. The Company is not and will not be responsible for any loss or damage that may arise.

2.3.7. The Company enforces appropriate procedures in evaluating the Client's information upon his/her registration. The Company reserves the right to accept or reject the user/s registration in its absolute and sole discretion without providing an explanation. If the Client provides incomplete, inaccurate, false and/or doubtful information, the Company has the right to terminate this Agreement and services, reject his/her transaction, request or order and restrict, suspend, dismiss and/or close the Client's account/s without explanation.

2.3.8. The Company can enforce and entrust particular responsibilities and obligations herein to its affiliates and/or authorized third parties without prejudice.

2.3.9. Due to the nature of business of the Company and the number of risks involved therein, the Company has the authorization to be of knowledge of the Client's financial condition. The Company may request and oblige the Client to provide his/her personal information with regards to his/her banks, audit, insurance, credit agencies and other financial aspects.

2.4. SCOPE OF THE CLIENT

2.4.1. The Client can register either as an individual or as a company, howbeit, all and sundry that registers will be classified as an individual unless stated otherwise upon registration. The Client acknowledges that if he/she registers for a different classification, additional requirements are obligatory.

2.4.2. If the Client acts on behalf of a third party and whether he/she identifies that third party, the Company will not consider the foregoing third party as a direct nor an indirect client. The Company will be of no obligation to the foregoing third party and shall only consider the registered Client as the official Client unless consented by the Company in an agreed writing.

2.4.3. The nature of business and the services of the Company are made available only for users or individuals that can perform under legally binding contracts and under the law applicable to their country of residence. The Client understands that financial investing is immediately associated with risk and online trading involves the possibilities of capital deficit and loss. While some jurisdictions prohibit online trading and/or other financial investing, and in accordance with **Paragraph 2.3.2.**, the Client is solely responsible for ensuring that all services and activities of the Company are authorized in his/her jurisdiction. The Client guarantees that the services and activities he/she accesses and uses with the Company are permitted in his/her country of residence. Use of the services while it is unauthorized in the jurisdiction of the Client may lead to legal consequences, wherein the Company will not be liable for any damage and/or loss that the Client may incur upon his/her misuse of services.

2.4.4. Pursuant to **Paragraph 2.1.6.**, the Client ensures that his/her current, permanent, and/or original residence does not operate under the jurisdiction of the United States of America. Should an American domicile, resident, and/or citizen be interested to use and/or access the services of the Company, a formal written letter must be requested and sent to the official email of the Company. If the respective individual becomes eligible to use and/or access the services of the Company while performing obligations under the laws of the United States of America, he/she is obligated to provide additional identifications and documents. In this regard, the Client acknowledges that he/she will be bound to a separated conditional agreement and/or additional terms and conditions.

2.4.5. In accordance with **Paragraph 2.3.3.**, **2.3.4.** and **2.3.5.**, the Client must ensure that he/she is of legal age upon his/her use of and/or access to the services or products of the Company.

2.4.6. The Client is responsible for assessing the suitability and aptness of his/her knowledge, experience, objective and intention before using any of the services of the Company. The Company assumes that the Client would have fully read, understood, and agreed to the terms and conditions of this Agreement upon his/her use of the services.

2.4.7. The Client hereby ensures that all activities made and executed in his/her account are based on his/her personal decision and assessment. The Client will be solely liable for any loss or damage that may arise consequent to any activity or action in his/her account.

2.4.8. The Client affirms that he/she will not engage in any insider dealing or in any unauthorized additional and/or separate agreement with the Company and/or any of its employees. The Client acknowledges that this transgression may result in penalty, legal action and/or legal proceedings.

2.4.9. The Client can mandate, authorize and consent a first-degree relative to execute trades in his/her trading account upon written agreement approved by the Company. The Client must provide a formal request letter and send it to the official email of the Company

which will be subject to approval. The Client acknowledges that upon request for first-degree authorization, he/she must comply with the additional procedures hereinafter.

2.4.10. The Client is solely responsible for ensuring that by accessing and/or using the services of the Company, he/she is not, in any way, a politically involved person. The Client hereby guarantees that upon his/her use of any of the services, he/she is not a politician and/or that he/she is not related, affiliated or connected to any politician.

2.4.11. The Company will not be held liable for any loss, cost, and/or damage that the Client may incur in consequence of his/her failure to fulfill his/her corresponding obligations as a Client of the Company.

2.5. INTELLECTUAL PROPERTY

2.5.1. The materials and intellectual properties (hereinafter the "Intellectual Properties") of the Company include, but are not limited to, all information, documents, services, products, database, copyrights, trademarks, patents, software and codes, electronic documents, logos, icons, graphics (image, video, audio, interface designs), service marks, layouts, campaigns, and brochures are protected by local and international copyright and trademark laws. Excluding third-party contents, the intellectual properties are original works and creations of the Company, or by and/or on behalf of our third-party licensors and/or affiliates. All third-party materials and content incorporated in or with the Company's intellectual property are being used with the consent of the respective owners. The Company reserves its exclusive and absolute rights to display, reproduce and/or distribute its intellectual properties.

2.5.2. All types of communications including, but not limited to, telephone conversations, emails and/or messages between both parties will be recorded by the Company. All records and obtained information will be the sole property of the Company and shall be considered as admissible proof of communications between the Client and the Company. The Company reserves the right to use these records as admissible evidence and/or muniment to any court, regulatory government and/or authorities if obligatory.

2.5.3. While the Company may collect and store information, data and other recordings in relation to its business, the Company is not obligated to provide any of its record information to the Client and/or any third party. The Company reserves its right to refuse and reject any request regarding the provision of any corresponding recorded information.

2.5.4. The Client and/or any third-party user may only have a limited access and/or use of the intellectual properties. The Client and any third-party user are strictly prohibited from stealing, reselling, plagiarizing, altering, modifying, copying, reproducing, republishing, uploading, posting, distributing, derogating and/or exploiting any of the intellectual properties of the Company. The Client may be allowed to use the aforementioned intellectual properties strictly for reference only without breaching the terms and conditions herein and without infringement of copyrights. In case of breaching and misconduct with respect to any of the intellectual properties, the Company reserves the right to terminate this Agreement and/or restrict its services without providing an explanation. Furthermore, any violation of these provisions will null and void the license granted hereunder.

3. DEFINITION OF TERMS

3.1. TRADING TERMS: The definitions of certain terms and/or words used in this Agreement will be described hereunder to clarify the meaning which can be used as a reference throughout.

3.1.1. Account

When used in this Agreement, unless the context otherwise requires, shall mean the uniquely assigned and created account for the Client when he/she opens a live account with the Company

3.1.2. Account Summary

When used in this Agreement, unless the context otherwise requires, shall mean the overall activities in the Client's account, including trades and transaction history

3.1.3. Additional Agreement

When used herein, means the separated contracts and/or agreements with different and/or additional terms and conditions that are mutually consented by the Client and the Company

3.1.4. Affiliate

An individual or entity that applied for the Company's Affiliate Program who is remunerated by the Company, receiving fixed payments according to the separated Terms and Conditions of the program

3.1.5. Agreement

When used herein, means this particular Agreement of the conditions and terms of use set by the Company, inclusive of all its annexes, appendices, attachments, chapters, sections, paragraphs, and clauses

3.1.6. Anti-Money Laundering (hereinafter the "AML")

A standard policy in accordance with the applicable laws and regulations, and the principal initiatives in the development of international law and standards involving the work of the United Nations (UN) and other respective entities to prevent any type of illegal financing

3.1.7. Applicable Laws and Regulations

When used in this Agreement, unless the context otherwise requires, means, collectively, the AML Policy, KYC Policy, as well as other laws and regulations of a relevant governmental and/or regulatory authority, the rules and regulations of the relevant applicable local, state, federal and international laws, and the rules and regulations of the countries and jurisdictions of the parties involved

3.1.8. Business Day

The operating day of the Company, any Gregorian-calendar day from Monday to Friday only, beginning at 00:00 GMT+2 and ending at 23:59 GMT+2

3.1.9. The Client(s)

May also be referred to as "he/she", "you", "your", "yours", or "user/s" in this Agreement respectively, the entity or person who uses any of the services of the Company

3.1.10. The Company

When used herein, collectively, is the management, administration, directors, and workforce including the employees and representatives of Profitix Limited

3.1.11. Conflict of Interests

A separated document prevailing policies and procedures regarding the conflicting interest of the Client against the Company and/or any of its terms and conditions of service use

3.1.12. Contract

Any contract, whether oral or written, for the purchase or sale of any commodity or currency, or any other supported financial instrument including derivative contracts or other transactions related thereto, undertaken by and between the Company and the Client

3.1.13. Counterparty or Counterparties

Not to be confused with *Eligible Counterparty*, the banks, PSPs and other financial firms through whom the Company may cover transactions and/or contracts with Clients

3.1.14. Credentials

When used in this Agreement, unless the context otherwise requires, are the log-in credentials that the Client uses to access his/her account, including the registered email address, account number and password

3.1.15. Deposit(s)

In this Agreement, unless the context otherwise requires, means the fund and/or money of the Client transacted into his/her account with the Company

3.1.16. Disputes & Complaints Policy

A separated document policy of the Company with standard procedures and the process of resolving disputes between the Client and the Company in relation to the terms and conditions of this Agreement and/or regarding any service or product that the Company provides

3.1.17. Electronic Messaging

When used in this Agreement, unless the context otherwise requires, is the mean of any form of electronic communication that the Company uses to reach the Clients including, but not limited to, email and other digital communicating applications and/or software

3.1.18. Electronic Service(s)

The services provided digitally by the Company through internet service or other routing system

3.1.19. Electronic Signature

A digital or electronic form provided for Clients to sign agreements, contracts or other written documents

3.1.20. Electronic Trading Platform

The online trading platform(s) that is/are made available for the Clients to execute trades and perform other trading-related activities

3.1.21. Event of Default

In this Agreement, unless the context otherwise requires, the event of default and its descriptive factors are elaborated in **Section 11.2. Even of Default** of this Agreement

3.1.22. Execution of Orders

A separated policy of the Company regarding the best execution when executing orders, discussing the terms and conditions as part of the Company's business, a contractually binding agreement between the Client and the Company applicable to all instructions, orders and transactions

3.1.23. Funding Policy

A separated document policy in accordance with the rules and standard procedures when depositing money in accordance with the banks and other payment providers affiliated with the Company

3.1.24. Fund(s)

The money or capital investment of the Client in his/her account

3.1.25. Intellectual Property

When used herein, unless the context otherwise requires, collectively, are the properties of the Company including, but not limited to, the services, products, platforms, and software, elaborated in **Section 2.5. Intellectual Property** in this Agreement

3.1.26. Instruction(s)

In this Agreement, unless the context otherwise requires, are the dealing instructions that the Client mandates the Company to execute trading activities in his/her account, wherein the Company may, its sole discretion without the obligation to do so, accept instructions from the Client through a written letter of request or through other means of communication orally

3.1.27. Know Your Customer (hereinafter the "KYC")

A standard official policy in accordance with the applicable laws and regulations of which process requires the verifying the identity of Client to assess potential risks of illegal intentions for the business relationship

3.1.28. Market

Any regulated market or multilateral trading facility on which underlying instruments can be traded

3.1.29. Order

The order to enter a transaction and/or contract in terms of a specific financial instrument on conditions stipulated in the order, and by default is considered good 'till cancelled (hereinafter the "GTC")

3.1.30. Party

The party to this Agreement refers to the Client or the Company, wherein the Client and the Company may be collectively referred to as "Parties" or "Both Parties"

3.1.31. Personal Data

Collectively includes any information with regard to an identified or identifiable individual

3.1.32. Principal

The individual person or the legal entity who is a party that mandates a transaction, order, contract and/or agreement

3.1.33. Privacy Policy

A separated official document and standard policy of the Company created as a legal compliance in collecting personal information from our Clients

3.1.34. Refund Procedure

A separated official document of the refunding policy of the Company with standard procedures when the Client reimburses his/her money invested in his/her account with the Company

3.1.35. Risk Disclosure Statement

A separated official document that outlines the terms and conditions of financial investment and transaction, disclosing the potential risks associated with trading

3.1.36. Service(s)

The (financial and/or investment) services and products that the Company offers and provides to its Clients, including any act of assistance that the Company and/or any of its workforce may provide

3.1.37. Terms and Conditions

When used in this Agreement, terms and conditions are the rules and/or context governing the relationship between the Client and the Company, including the rules and regulations of separated and/or additional policies, agreements and/or contracts

3.1.38. Trading Account or Platform Account

The account of the Client that he/she uses to execute his/her trades and/or perform trading-related activities which is, by default, also a MetaTrader 5 (or MT5) account

3.1.39. Transaction

Any transaction subject to this Agreement connotes as, unless stated otherwise, A) transactions in financial instruments and/or contracts of financial assets, and B) the act of conducting financial transactions through depositing and/or withdrawing funds from the account of the Client

3.1.40. Withdraw(al)

In this Agreement, unless the context otherwise requires, means the profit, funds and/or money of the Client transacted or taken out from his/her account

3.2. PLATFORM TERMS: Words, terms and/or phrases used in trading are defined hereunder which can be used as reference.

3.2.1. Annualized

The conversion rate of a financial asset or instrument annually

3.2.2. Ask Price

The price quote of a market asset or instrument, the base price at which the Client can buy

3.2.3. Averaging Up or Averaging Down

The act of purchasing more of the financial asset or instrument as its price increases or decreases

3.2.4. Balance

The available funds or money in the account of the Client

3.2.5. Base Currency

The first currency in a currency pair (*i.e.*: the base currency in EUR/USD is the EUR)

3.2.6. Bid Price

The price quote of a market asset or instrument, the secondary price at which the Client can sell

3.2.7. Bonus

Funds added to the account of the Client, provided by the Company and/or from any of its affiliated banks and/or financial institutions

3.2.8. Buy Limit

An order to buy a financial instrument at or a below a specified price

3.2.9. Buy Stop

An order to buy a financial instrument entered at a price above the current price

3.2.10. Capital

The initial and/or existing investment or fund

3.2.11. Capital Gain

When the price of an asset surges

3.2.12. Capital Loss

When the price of an asset plunges

3.2.13. Commission

Payment charged by the Company or any legal entity to maintain the business operation

3.2.14. Contrarian Investing

The act of investing a declining market and selling an asset in a bullish market

3.2.15. Credit

Credit herein is the additional funds provided by the Company and/or from any of its affiliated banks and/or financial institutions, which the Client shall pay and settle eventually

3.2.16. Currency

The system of money in general use in a particular country

3.2.17. Currency Pair(s)

The quotation of two different currencies, or the exchange rate with the value of one currency being quoted by the other

3.2.18. Day Trader and Day Trading

Respectively, an investor who executes and closes trades of multiple financial assets and/or instruments within the same trading day

3.2.19. Derivative(s)

Derivatives herein is the type of investment covering a diverse set of markets including, but not limited to indices, commodities and stocks

3.2.20. Exchange Rate Risk

The possibility of risk involved that the Client can incur from investing in a volatile asset and/or instrument

3.2.21. Equity

The current capital value of the Client in his/her account (Total Value of open positions +/- Floating Profit or Loss +/- Swaps + Balance)

3.2.22. Financial Instrument(s)

When used in this Agreement, unless the context otherwise requires, shall mean the derivatives, currencies, currency pairs, cryptocurrencies, equities, shares, stocks, commodities, metals, financial indices, options, futures, and any other trading tools relating to market assets that the Company offers

3.2.23. Floating Loss

The current and changing unofficial loss from holding a position

3.2.24. Floating Profit

The current and changing unofficial profit from holding a position

3.2.25. Forecast

An analysis and professional speculation of the markets in a statistical or technical manner

3.2.26. Free Margin

Funds not used as guarantee to open positions relating to transactions and/or orders entered into the account (Equity - Margin)

3.2.27. Hedge or Hedging

Executing positions in "Buy" and "Sell" of the same asset with identical volumes

3.2.28. Index

The Index is a financial instrument of underlying assets in the market to measure a group of stocks

3.2.29. Initial Public Offering (IPO)

The initial offering of shares to the public market or stock exchange

3.2.30. Leverage

Ratio of amount in a transaction to the required deposit

3.2.31. Long Position

A position that the Client can buy and which becomes beneficial as the market price rises

3.2.32. Margin

The amount of money used to maintain open positions

3.2.33. Margin Call

The demand to deposit additional funds to raise the minimum maintained margin which occurs due to the decline of the account volume

3.2.34. Margin Call Level

The level required to maintain the open positions in the account

3.2.35. Margin Level

The relation between the Client's funds and the margin which is expressed as a percentage

3.2.36. Market Price Difference

The price difference between the bid and ask price

3.2.37. Opening Price and Closing Price

Respectively, the initial price of an asset when it opens in the market, and the final price of an asset once the market ends trading-day session

3.2.38. Open Position or Open Trade

An active trade that has yet to be closed

3.2.39. Pending Order

An order and/or trade that has yet to be executed

3.2.40. Pip(s)

The smallest numerical value of a price quote (*i.e.*: the fixed and/or variable last digit to the right of a decimal point)

3.2.41. Position

An executed trade in the trading platform of the Client, both ongoing and closed

3.2.42. Rally

Rapid surge of price of any financial instrument

3.2.43. Sell Limit

An order to sell a financial instrument at or above a specified price

3.2.44. Sell Stop

An order to sell a financial instrument entered at a price below the current price

3.2.45. Share(s)

Entity rights in relation to the investment made in a company

3.2.46. Short Position

A position that the Client can sell and which becomes beneficial as the market price declines

3.2.47. Stock(s)

A financial instrument referring to the partial ownership of a company's assets and profits

3.2.48. Stock Symbol

A unique series of letters assigned to a financial asset

3.2.49. Stop Loss

An order to close an open trade at a price less profitable by placing the limitation

3.2.50. Stop-out

The automatic closure of one or more position when an account drops below the required margin level to maintain open positions

3.2.51. Stop-out Level

The specific point where active positions may close automatically due to the decrease of margin level

3.2.52. Swap(s)

Rollover fees or interest added to or deducted from the Client's account holding or transferring open positions overnight

3.2.53. Take Profit

An order to close an open trade when it reaches a specific profit amount

3.2.54. Volatility

The rapid and unpredictable change in the price of any financial instrument, especially to fluctuate

3.2.55. Volume

The number of shares or contracts traded during a particular period of time

4. ACCOUNT SERVICES**4.1. OFFERED ACCOUNTS**

4.1.1. Subject to the registration and eligibility requirements, the Company hereby grants the Clients a personal, revocable, non-exclusive and non-transferable authority that is limited to the provisions of these terms and conditions set herein to access and use the services of the Company, all as elucidated in further details hereunder.

4.1.2. The Company provides different types of accounts which are offered to Clients. The Client can choose from these account types depending on his/her suitability and aptness of his/her knowledge, experience, objective and intention.

4.1.3. The Company reserves the right to keep some account types unavailable to the Clients which may be due to, without limitation, jurisdictional issues. The Company can modify, replace and/or enhance the features in a particular account type without providing an explanation.

4.1.4. The Company is not obligated to open an account on behalf of the Client, wherein the Client reserves the right reject or cancel any request to open an account on his/her behalf without the providing an explanation.

4.1.5. Should the Client require to change any condition and/or feature of his/her account that may affect ongoing transactions or open positions, the Client must provide a written letter of request and send it to the Company's official email address.

4.1.6. Live accounts are offered to Clients which he/she can primarily use to perform transactional activities and/or trading activities. A live account is considered a regular account (and/or the main account type) by default and is subjected to the terms and conditions

herein. Live accounts are namely **Mini Account, Standard Account, Advance Account, Executive Account, and Prime Account** (collectively hereinafter the "Live Accounts").

4.1.7. The Client acknowledges that if the account he/she holds has been inactive for a year and more, the Company may impose and charge the Client with maintenance fee to keep his/her account accessible.

4.1.8. The Client understands and agrees that the Company has the authority to terminate any trading account with a balance below 100.00 USD, the minimum amount required for investment and the lowest amount for holding an account. The Client is solely responsible for managing and ensuring that his/her capital investment does not reduce to the minimum amount required to avoid immediate account termination.

4.2. INDIVIDUAL ACCOUNTS & JOINT ACCOUNTS

4.2.1. Clients are offered with live accounts provided with different currency types which the Client can choose from according to his/her preference. However, the Client acknowledges that if his/her local currency or functional currency is not available, he/she is still eligible to choose from the currency options and the funds he/she deposits and/or withdraws will be automatically converted. The Client understands and accepts that the conversion rates are systematically computed and are changing indefinitely, none of which the Company can control.

4.2.2. All live accounts are inherently considered as individual accounts which only one (1) Client is entitled to handle. The Company does not permit sharing of account with anonymous third parties. If the Client prefers to share and/or open an account with an authorized third party, a joint account (hereinafter the "Joint Account") must be registered accordingly. The Clients involved in the joint account are obligated to comply with additional appropriate procedures for verification purposes.

The following paragraphs are only applicable to Clients who are joint account holders. The relevant paragraphs are effective upon the successful opening of the joint account.

4.2.3. Each Client who holds the joint account will have full and absolute authority on behalf of all the respective Clients while all transactions, executions and orders from the joint account will be considered as sole activities of the Clients. The Clients thereof are also considered as sole owners of the capital fund in the joint account, including the authority to initiate deposits and to request withdrawals.

4.2.4. Each Client of the joint account must individually provide his/her own proof of identity (hereinafter the "POI") to verify the Clients participating in the joint account and as pursuant to **Paragraph 6.1.3.** hereinafter.

4.2.5. In compliance with the [KYC Procedure](#), the Client acknowledges that if he/she provides any personal information that are false, inaccurate, and/or incomplete, the Company may restrict or terminate his/her use and/or access to the trading account, platform and services.

4.2.6. The Clients understands and accepts that if any discrepancy or conflict of interest arises, the Company will not be held liable for any damage and/or loss. The Clients hereby agree that each of the Client will be responsible collectively and one party will be liable for the other party.

4.2.7. If any of the Clients provides instructions that are conflicting or are found inconsistent with other instructions, the Clients are responsible for advising and taking action regarding such conflict or inconsistency. The Clients assure that the instructions are clear and accordant between the parties involved before carrying out to the Company. If any discrepancy or conflict of interest occurs, the Company will not be held liable for any damage and/or loss. The Clients understand and agree that each owner of the joint account will be responsible collectively and one party will be liable for the other party.

4.2.8. All Clients included in the joint account are eligible to terminate the account provided the Clients have complied with the conditions and proper procedures of account termination. In the event of default of any of the joint account holders, this Agreement shall remain binding to the other Client/s.

4.2.9. Any Client of the joint account may request to convert the account into an individual account provided that all holders consent through a written agreement. All Clients will continue to be liable for all obligations and responsibilities under the Agreement accordingly in relation only to the period before converting the account.

4.3. ISLAMIC/SWAP-FREE ACCOUNTS

4.3.1. The Company offers Islamic accounts or swap-free accounts in observance of Islamic religious beliefs that cannot receive or pay interest. Islamic account can only be granted upon compliance and completion of documents and other requirements subject to the approval of the Company. If the Client will convert his/her trading account into Islamic account, he/she is obligated to comply with the necessary procedure, wherein the Client must provide additional documents to verify the account conversion request. The Company will evaluate and assess the documents if the Client is eligible to convert his/her trading account to Islamic account. Once the account conversion request is approved, the Company will remove the overnight interests or rollovers.

4.3.2. The Company reserves the right, in its sole discretion, to reject account conversion requests if it deems necessary or if the Client does not comply with the proper procedure. The Company may also reject the conversion request if the Client lacks sufficient proof or documentation that he/she is eligible for an Islamic account.

4.3.3. The Client acknowledges his/her use of Islamic account may restrict and/or limit his/her trading account from holding positions and/or trades for more than five (5) business days, which may otherwise signify abuse of such benefit.

4.3.5. The Client affirms that a declaration or request for an Islamic account shall be for the sole purpose observing his/her Islamic religion practices. Any misuse and/or malpractice of availing an Islamic account may lead to legal consequences and/or restriction of services.

4.3.6. If in any case that the Client misuses the Islamic account or mishandles its sole purpose, the Company reserves the rights to revoke the access and use of the Client and revert the Islamic account to a regular live account immediately without the obligation to provide an explanation or justification.

4.3.7. The Company is authorized to reimburse the non-accumulated swaps from executed positions before and after account conversion (from regular live account to Islamic account and vice versa). The Company may also revoke all profits that the Client acquired from his/her course of trading.

4.3.8. The Company may close and/or cancel any or all ongoing trades or pending orders of the Client. The Company may also close and/or terminate the account/s of the Client.

4.3.9. In the event of mismanaging an Islamic account and upon reverting the swaps and/or interests, the Company may increase the charge of interests until equivalent to the executed trades in the Client's account. The Client will be solely responsible for settling his/her outstanding dues due to mishandling the swap-free account. The Client hereby accepts all liabilities and/or damages he/she may incur upon misuse of the Islamic account.

4.3.10. Profiting from the rollover fees or swaps is strictly prohibited by the Company. If the Client incurs losses from his/her trading in one or more Islamic account, the Client is not allowed to obtain or collect the swaps or rollover fees from his/her executed trades.

4.3.11. The Client is solely responsible for ensuring that he/she is knowledgeable of the terms and conditions of owning and/or handling an Islamic account. The initial use and/or access of the Client to any service in relation to the Islamic account shall imply that the Client fully understands and agrees to the terms and conditions of use of the Islamic account. The Client accepts that all foregoing paragraphs will be effective immediately upon opening and/or converting to Islamic account.

5. SERVICES

5.1. PLATFORM

5.1.1. Subject to the terms and conditions of this Agreement, the Company grants the Client a non-exclusive, non-transferable and limited authorization to access and use the trading platform offered by the Company for the sole purpose of trading in the financial market and performing trading activities. Before the Company grants access to any user, he/she must first be an official Client and has an account with the Company. The Client acknowledges that the use of the trading platform is not guaranteed to be secure and free of errors at all times. The trading platforms available are offered to Clients from countries' jurisdiction allow such services that the Company provides.

5.1.2. Corresponding to Paragraph 2.2.6. and in compliance with the terms and conditions of our third-party affiliates and service providers, the Client may be obligated to conform to additional restrictions of use and/or access of the trading platform. The Client acknowledges that if he/she fails to observe such additional restrictions, his/her access and/or use of services may be confined, suspended or terminated.

5.1.3. The Client is accountable for ensuring that he/she will only access and/or use the trading platform for its sole purpose. The Company reserves the right to restrict, suspend and/or terminate the Client's access and/or use of the services and/or trading account without prior notice if he/she misuses or violates the terms and conditions of the trading platform and/or of this Agreement.

5.1.4. Credentials for the trading platform will be provided to the Client upon his/her successful registration with the Company. The Client shall receive his/her trading account credentials including the account number and password via email.

5.1.5. The Company will not waive its right if the trading platform of the Client does not execute and/or perform properly. The Client accepts that delays, failure of execution and other trading activities are beyond the Company's control, including meeting the Client's standards that are not part of the scope of restrictions and liabilities. In spite of technical malfunctions and/or errors that may arise, the Company reserves its right to make the trading platform still available for the Clients.

5.1.6. Execution delays, failed or delayed execution of transactions and/or orders, and other damages and/or losses that may occur due to technical malfunction including, without limitation, power interruption, software installation issue, security breach, viruses and/or slow internet connection. Such technical malfunctions may also result in loss of data, commercial damages and trading interruption. The Company does not and cannot guarantee that the trading platform would operate perfectly at all times, wherein

the Company will not be held responsible for the damages and/or loss that the Client may encounter upon his/her use of the trading platform.

5.1.6. Modifications, revisions and/or adjustments may be applied to the terms and conditions of the trading platform effective immediately, wherein the continuous use of the Client with the services of the Company shall indicate his/her acceptance and agreement to such changes. Alterations may be applied to the terms and conditions of the platform without prior notice and without the obligation to explain and/or justify the amendments.

5.1.7. Being that the trading platform is one of the Company's intellectual properties, it is strictly prohibited to alter, duplicate, copy, resell and/or distribute the trading platform for the purpose of the Client's personal benefit or interest. Unauthorized access and/or misuse of the trading platform may violate its copyrights which could result in legal proceedings.

5.1.8. In compliance with the [KYC Procedure](#), the Client acknowledges that if he/she provides any personal information that are false, inaccurate, and/or incomplete, the Company may restrict or terminate his/her use and/or access to the trading account, platform and services. Should the Client violate the trading account terms and conditions, the account restriction or termination may close any ongoing and/or pending trades.

5.1.9. The Client understands and agrees that certain trading activities and orders are prohibited by the Company, including, but not limited to, scalping, the use of expert advisors and/or other software that conducts manipulation or falsification in the trading platform. The Company reserves the right to halt, restrict, remove, close or cancel any trade, order or account that is suspected or proven to conduct prohibited trading activities.

5.2. FINANCIAL INSTRUMENTS & EXECUTION OF ORDERS

5.2.1. Currencies, cryptocurrencies, stocks, shares, equities, commodities, indices, futures, derivatives and other financial instruments (individually or collectively hereinafter the "Financial Instrument(s)") are some of the financial instruments being offered by the Company. While the Company offers various financial instruments, these instruments offered are not guaranteed to be for all types of investors and traders. The Client is solely responsible for determining whether or not he/she is suitable to trade any particular financial instrument.

5.2.2. The Client is solely responsible for ensuring that his/her knowledge, experience, objection and intention are suitable for the services that the Company provides, including the aptness to the financial instruments he/she invest. Market advice and/or financial portfolio may be offered without the obligation to provide it to guide the Client. The Client ensures that he/she fully understands the market information and/or financial portfolio he/she receives from the Company, wherein acceptance and implementation of any market information or financial portfolio shall imply that the Client has carefully assessed and evaluated it.

5.2.3. By means of initiating an order or trade, the Client conforms to the concept of price slippage or market gapping in the financial instruments that may result in market price fluctuation. That being so, the Company does not and cannot guarantee that the outcome of such volatility will be at the advantage or disadvantage of the Client.

5.2.4. The Client understands and agrees that all market transactions involve at least two parties (hereinafter the "Counter-parties"), wherein the Company is the counter-party of the Client for each order or trade. The Client acknowledges that all trades and orders are non-transferable to a different trading account, to other Client's account or to another Company.

5.2.5. Market prices of all financial instruments frequently fluctuate which is beyond the control of the Company. All market price movements are dependent on the financial instrument itself and is highly associated with financial risks including loss due to market volatility which may arise upon the Client's use of the services. The Company does not advise the Client on the merits or aptness of any trade and/or contract entered into pursuant to this Agreement, nor will the Company or monitor the investments of the Client. The Client understands and agrees that execution of any order does not in any way indicate that the Company has approved or recommended that trade or order.

5.2.6. Price quotes will be displayed in the trading platform for the Client to manage his/her entry and exit point in executing an order or trade. The Company can only accept orders and trades of existing financial instruments with valid specifications. The Company reserves the right to alter the price quote of any order effective immediately if it deems necessary.

5.2.7. For every initiated order and trade, the trading platform shall be indicated and entered through the trading platform. The price quote of a financial instrument or asset shall be available to execute an instruction for a transaction and/or contract with a principal amount not more than the maximum leverage as determined by the liquidity providers. Price quotes and maximum leverage offered to the Client may vary according to his/her account condition or proficiency and may differ to what is offered to other Clients which the Company may change or cancel at any time without the obligation to provide an explanation. The Company reserves the right, in its absolute discretion, to immediately change, cancel or reject to deal on any price quote, or cease the provision of the price quotes of any financial instrument at any time without the obligation to provide an explanation.

5.2.8. The Client ensures that he/she has fully read and understood the [Risk Disclosure](#) before entering and executing an order or trade. The Client can execute any available financial instrument or asset provided that such execution does not breach the terms and conditions of the [Risk Disclosure](#) and of this Agreement. Instructions and/or orders can be sent to the official email, and if the Client

sends his/her instructions through email, such request will be subject to the approval of the Company. Instructions provided outside of the trading platform must be confirmed by the Client in writing.

5.2.9. The Client acknowledges that the price quote of a financial instrument or asset can be different from the price when the trade or order was entered, wherein such difference may occur due to a sudden change in the market price while executing the order. Changes in the market prices may positively or negatively affect the trades and investment of the Client. The Company reserves the right to refuse and reject any order or price quotation request from the Client if the respective financial instrument is restricted from execution on if it deems necessary. The Company may impose restrictions and limitations with the submission of order and trade, its volume and the number of position executed in a day, and if obligatory, the Company may reject, cancel or close such order.

5.2.10. It is the obligation of the Client to ensure that the specifications of his/her trade or orders are correct, accurate and complete upon his/her execution through the platform. With the use of the trading platform, the Client acknowledges the risks of opening and closing trades or orders that can affect the overall status of his/her trading account. The Client is solely responsible for any loss and/or damage that may occur if he/she enters or submits an order or trade by mistake or with incomplete and/or inaccurate information intentionally or unintentionally. While the Company will not be liable for such error or violation, the Company will not be obligated to advise or provide the Client any recommendation at the time being.

5.2.11. Regardless of the chosen method of the Client to submit or execute his/her trade or order, the Client is solely responsible for completing and implementing the position. The Client ensures that he/she complies with the requirements and obligations in this Agreement upon his/her submission of the order or trade.

5.2.12. Certain intractable occurrences in the financial market are beyond the Company's control including, without limitation, the volatility of the market, data latency, speed of online operation and connection of the Client. While the Company will not be liable for any damage and/or loss that the Client may incur due to the foregoing eventuality, the Company may, but is not obligated to, provide resolution to the Client in line with the terms and conditions of this Agreement and of the Order Execution Policy. Price quotes and other financial instruments may be unavailable in case of force majeure events in line with **Paragraph 11.2.2.** of this Agreement.

5.2.13. After submitting an order or instruction, the Client must assure that he/she will be available for contact to confirm and verify the execution. Proper account management and monitoring are responsibilities of the Client including the supervision of his/her executed and ongoing trades. Certain financial instruments or assets may be restricted and/or prohibited from execution if it exceeds the maximum risk levels and limits that liquidity providers impose. The Client acknowledges that the orders and pending trades are automatically executed sequentially. If in any case that the Client is uncertain whether or not his/her order has been approved, or if his/her trade has been executed, he/she may send an email for further verification or contact the Company through its available means of communication.

5.2.14. The Client understands and agrees that if the funds of his/her trading account is insufficient or if any of his/her trades fluctuate, the Company may prohibit and/or close such trade. The Company reserves the right to restrict, suspend or terminate the use and/or access of the Client to his/her trading account on reasonable grounds. The Company may withhold any trade and order if it deems necessary or if the Client violates any of the terms and conditions of this Agreement. Some orders may be unavailable for execution if the liquidity provider has not provided its price, wherein the order shall only be executed if it ranges within the price quote provided by the liquidity provider.

5.2.15. Trades can be closed manually in the trading platform; wherein overnight trades shall incur rollover fees. In relation to the additional legal documentation of the Company, [Risk Disclosure](#), the Client understands and accepts the risks associated with financial investing that may lead to capital deficit and/or loss. The Client hereby acknowledges that if he/she fails to close a trade of a financial asset and/or contract before it expires, the ongoing trade may automatically close despite the floating profit or loss. A trade of a financial asset and/or contract may be excluded from automatic closure if the trading account of the Client is stable and sturdy and its statistics meet the quality standard. If such case occurs, transferring to a different liquidity provider is feasible subject to the terms and conditions of this Agreement. The Client understands and accepts that investing with financial assets and contracts may affect the Client's capital investment. The Client hereby acknowledges that if a financial asset and/or contract expires before closing the trade, this may result in an automatic close of trade.

5.2.16. If the Client has a shares reservation and/or contract reservation that was not implemented and/or was not successfully executed, its amount percentage equivalent will be deducted from the trading account of the Client. If the Client has shares reservation and/or contract reservation that was not modified and/or successfully executed, its amount in proportion with the percentage of the contract volume will be deducted from the trading account. For the benefit of the Client, the Company reserves the right to close an ongoing trade in divided lots and/or volumes to indemnify and/or mitigate the floating loss from the total floating profit.

5.3. MARKET INFORMATION & RECOMMENDATIONS

5.3.1. As part of the Company's services, trading materials can, without the obligation, be offered and provided to Clients. Trading materials include, but are not limited to, market information and signals, charts, fundamental analysis, technical analysis and data, news articles and reports, educational videos, and e-books (collectively hereinafter the "Trading Materials"). These trading materials may be provided in the official website and/or through the means of other communication made available by the Company.

5.3.2. The Company may, without the obligation, provide market recommendations and analyses for trading reference, all information is developed through professional assessment and evaluation that still do not guarantee absolute accuracy and consistency. The Client understands and agrees that the trading materials and other services offered are not intended to provide legal, tax or investment advice in any form and the Company does not guarantee any statement regarding profits or income, whether expressed or implied. All information provided to the Client is for mere guidance and the Client will be solely liable for its interpretation and implementation. Confirmation or verification of inquiries of the Client does not correspond with market recommendation or financial advice.

5.3.3. The Client understands and agrees that the use of the trading materials and market information are for reference and guidance only, wherein redistribution and unauthorized disclosure of any provided trading materials and market information are strictly prohibited. The Client affirms that any trading material and/or market information provided to him/her will not be used for inappropriate or illegal purposes.

5.3.4. The Company is not obligated to continue to provide the foregoing trading materials and market information which the Company may remove, cancel, or reject any request to receive such information. Furthermore, the Company is not obligated to update, modify and/or edit any information provided. The Company will not be responsible and liable for any inaccuracy, interruption, or delay of any information that may result in damages and/or losses.

5.3.5. While the Company may be able to provide these trading materials to guide the Client and contribute to his/her proficiency in trading, the Company cannot and does not guarantee the materials to be free of errors. The Client acknowledges that these trading materials are mere recommendations and are for reference only. The Company cannot and does not guarantee that the trading materials offered and provided are absolutely reliable, accurate, consistent and/or verified. The Client is solely responsible for evaluating and determining whether the trading materials and other recommendations he/she receives from the Company are applicable for his/her trading and/or investment.

5.4. BONUSES, REWARDS & PROMOTIONS

5.4.1. Bonuses, rewards and promotions are offered and provided by the Company from time to time, subject to certain terms and conditions. These bonuses, rewards and promotions may be announced or offered to the Client on the official website or through the available means of communication. If bonuses, rewards or promotions are offered to the Client, the mechanics, details, inclusions, dates of run and other specifications of the benefits shall be stated therein. While the Company provides such benefits as part of its services, the Company is not obligated to notify any Client of such benefit. The Client understands and agrees that some or all bonuses, rewards and/or promotions may be limited, restricted and/or unavailable to him/her.

5.4.2. The Client is solely responsible for verifying and confirming the benefits and offers he/she receives including the availability of such. Bonuses and rewards may be offered to new Clients and to initial depositors, subject to certain terms and conditions. The Company will not be liable in any way if the Client did not fully understand and/or acknowledge the respective terms and conditions of any reward, bonus or promotion. For further inquiries or concerns regarding any of the rewards, promotions and/or bonuses, contact the Company via email, phone or live chat.

5.4.3. The Client understands and agrees that some or all bonuses, rewards and/or promotions may be limited, restricted and/or unavailable to him/her. If the Client intends to withdraw the bonuses and/or profits obtained from the bonuses, he/she must comply accordingly with the specific terms and conditions applied to such benefit and action.

5.4.4. The Company reserves the right to change, cancel and/or revoke any reward, bonus or promotion for whatever reason that the Company deems necessary, especially if the Client is suspected or proven to have violated any of the terms and conditions of this Agreement or of the respective benefit. Further negligence or misuse of the benefits may proceed with legal actions.

5.4.5. If the Client intends to withdraw the bonuses and/or profits obtained from the bonuses, he/she must comply accordingly with the specific guidelines, terms and conditions applied to such benefit and action subject to the approval of the Company. If the Client obtained bonuses from the Company and he/she intends to withdraw from his/her account, or if the Client intends to withdraw a certain amount from his/her account whether or not it includes his/her profit, the corresponding percentage ratio of the withdrawal amount from the balance will be deducted from his/her bonuses.

6. INFORMATION & DATA RECORDS

6.1. PERSONAL INFORMATION

6.1.1. In compliance with the [KYC Procedure](#), the Client must provide all required information and documents for verification means. Clients must comply immediately with the required documents to proceed to account verification. The Client is responsible for assuring that the information and details he/she submits are true, accurate and complete upon his/her submission of any registration form or compliance with the respective procedure.

6.1.2. The Client acknowledges that he/she must comply with the registration and verification procedures whereof personal information shall be collected by the Company including, but not limited to, full name, birth date, full address, occupation, financial capabilities and contact details like phone number and email address. Such information and details will be used to set up and verify the trading account of the Client to be able to receive an assigned account number and access credentials.

6.1.3. Certain information and details will need documentations for further verification including proof of identity and proof of residence. The Company shall obtain and collect the personal information of the Client as obliged by the affiliated banks and PSPs, and when, without limitation, he/she registers in the official website or when the Client initiates financial transaction in his/her account. The Client affirms that all of his/her information and documents are true, accurate, and complete upon his/her submission. The Client is solely liable for any damage and/or loss that he/she may incur as a result of incompliance with the respective procedure.

6.1.4. The Company reserves the right in its sole discretion to reject or cancel a registration and to restrict or terminate an account without providing an explanation. The Company may reject, cancel or invalidate any registration request if any information and/or document submitted was incorrect, inaccurate and/or incomplete, or for any reason that the Company deems it necessary. If there are any changes in the personal information of the Client, he/she must contact the Company immediately to update such information.

6.2. DATA RECORDS

6.2.1. The Company can collect further information of the Client upon his/her registration in the website and/or through the Client's provision of his/her scanned documents. The Company reserves the right to record all communications between both parties, including the exchange of emails, phone conversations and chat messages strictly for professional purposes only. The Company can also permanently collect and store information and data of all attempted and successful financial transactions made by the Client. The Client understands that the affiliated PSPs and banks may also collect and keep the transaction records of the Client if he/she attempts and/or successfully transacts using the respective method.

6.2.2. All information and conversations collected and recorded are intellectual properties of the Company, and the confidentiality of all records are in compliance with the [Privacy Policy](#). All information and data recorded will be strictly confidential and may be restricted from access and/or use, whether the account owner of such information is active or inactive. The Company upholds quality measures to keep all obtained information and data secured and confidential.

6.2.3. The Client acknowledges that information and records correspond to admissible proof of communications exchanged between the Company and the Client. In accordance with the [Privacy Policy](#) of the Company, such information and recordings may be disclosed out of legal obligation. All information and records may be used by the Company to verify any transaction, issue, or activity, and may be presented to court or government authorities if it deems obligatory.

6.2.4. Collected information, documentations, conversation and activity records may be stored indefinitely by the Company. The Client accepts that the information and documentations may include verification process outside the jurisdiction of his/her residence. The Company may, but is not obligated to, store the collected information, documentations, and conversation and activity records indefinitely. Further verification of identity and other information can be made through email, phone call, live chat.

6.2.5. While the Company may collect and store information, data and other recordings in relation to its business, the Company is not obligated to provide any of its record information to the Client and/or any third party. The Company reserves its right to refuse and reject any request regarding the provision of any corresponding recorded information.

7. ACCESS & AUTHORIZATION

7.1. ACCOUNT & PLATFORM

7.1.1. Login credentials are provided to the Client to access his/her trading account and platform with the Company. The Client thereon can use his/her account/s to set and execute trading activities, conduct financial and trading transactions, and view the transaction and account history.

7.1.2. The Client must ensure the confidentiality of his/her login credentials (*e.g.*: registered email, account number, username, password, access code) at all times. To ensure the safety and security of the trading account and platform, the Client must not disclose such credentials and must not leave his/her account unattended in any device.

7.1.3. The Client is solely liable for all transactions, orders, requests and other trading activities that are initiated in his/her trading account and/or platform or any activity identified under his/her registered information. Therefore, any unauthorized and/or unlawful use of the account, whether intentionally or unintentionally by the Client himself/herself or by any third party, will be under the responsibility of the Client.

7.1.4. If the Client owns more than one (1) account with the Company, the Company shall consider that all activities in the respective accounts were initiated and conducted by the Client only. This is to control and maintain order and to monitor the activities performed by the Clients with multiple accounts.

7.2. ELECTRONIC SIGNATURE

7.2.1. Certain business transactions, contracts, agreement may be provided as electronic documents which may need electronic signatures instead of paper-based documents and signatures. The Client acknowledges that electronic signatures are binding and is an affirmation of the respective document, while the electronic signature of the Client in any electronic document is deemed to be equivalent to his/her official signature.

7.2.2. Electronic documents, forms, instructions and communications can be received through email. If the email of the Client is temporarily or permanently unavailable or inaccessible, or if the registered email of the Client has changed, the Client must contact the Company immediately to avoid further complications regarding the receiving of any electronic document.

7.3. THIRD-PARTY ACCESS

7.3.1. The Client affirms that he/she is fully knowledgeable of the risks upon granting access and authority to a third party to operate or oversee his/her trading account. The Client is solely responsible for ensuring that he/she is cognizant of all activities performed by the respective authorized third party. While third-party access, subject to the approval of the Company, is allowed, the Client acknowledges that the Company is not obligated to provide advice or offer suggestions. The Client understands and accepts the liabilities for any damage and/or loss that may arise in consequence of authorizing a third party to access and/or use his/her trading account.

7.3.2. The Client is solely responsible for keeping his/her account information and credentials safe and secured from any unfavorable third-party access or use. If the Client presumes or suspects that there has been an unknown or inappropriate use and/or access to his/her account with the Company, such incident must be reported to the Company immediately. The Company will not be liable in any way for any damage and/or loss that the Client may incur due to misuse of such third party access.

7.3.3. The Company does not encourage any Client to disclose his/her trading account information and/or account credentials to any third party. If the Client intends to authorize any third party to access and/or manage his/her trading account, a written request for third-party authorization must be sent to the official email subject to the approval of the Company.

7.3.4. The Client can authorize one of his first-degree relatives to access or manage his/her trading account and/or trading platform provided that the Client complies with the procedure of third-party verification. If the Client declares that such authorization request is of a first-degree relative, a proof of relationship with the Client and the assigned person's personal identification documents must be submitted. The Company reserves the right to reject, cancel or invalidate any third-party authorization request if it deems necessary without the obligation to provide an explanation.

7.3.5. The Client is responsible for ensuring that he/she is fully aware of all the trading activities and operations made by the authorized third party in his/her trading account. The Client is also responsible for ensuring that the authorized third party is fully knowledgeable of the terms and conditions of this Agreement and that such third party is capable of managing the trading account. The Company presumes that all trading activities and transactions conducted by the respective third party are in knowledge of the Client regardless of abuse of authorization and/or enacting of fraudulent activities in the account. The Client will be solely liable for any damage and/or loss he/she may incur on account of granting access or authorizing any third party.

7.3.6. The Company reserves the right to restrict, cancel or terminate immediately the access and/or authorization of any third party if it deems necessary without providing an explanation thereof. The Company can reject trading transactions and/or financial transactions made by any third party on behalf of the Client.

8. FINANCIAL TRANSACTIONS

8.1. FUNDING

8.1.1. The Company has provided on its official website the available funding methods that the Client can use to transact his/her deposits. The various payment methods offered and made available to the Client are for the sole purpose of transacting deposits into the trading account to conduct trading activities with the Company. Intentions other than the sole use of the payment methods are prohibited by the Company.

8.1.2. If the preferred deposit method of the Client is temporarily or permanently unavailable or inaccessible, the Company will offer a different available method suitable for the transaction. Foreign transaction of deposits and deposit requests are subject to the approval of the Company, wherein the Company reserves the right to reject or cancel such transaction.

8.1.3. Deposit and withdrawal limits are strictly imposed by the payment service providers and may be changed from time to time. Transaction limits are predetermined and restricted daily, monthly and yearly depending on the PSP. The Client understands and agrees that he/she is bound to comply with the arranged and specified transaction limits in accordance with the rules and regulations enforced by the respective PSP. The Company can, without the obligation, inform the Client should there be any modification and/or adjustment to the imposed transaction limits. The Client acknowledges that these limitations are obligatory and meted out to distinguish, avoid and prevent any financial crime, both by the Company and its payment service affiliates.

8.1.4. The Client understands and agrees that he/she is solely responsible for every transaction made and executed in his/her account, as well as of heeding the operating conditions upon his/her transaction regardless of the precautionary measures taken by the Company. All deposits and withdrawal transacted through and/or by the Company are verified and recorded in accordance with **Paragraph 4.2.3.**

8.1.5. The Client affirms that he/she consents, approves and he/she is aware of all the financial transactions conducted in his/her account and is solely initiated by him/her. The Client can authorize a third party to perform a transaction on his/her behalf, provided

that the request of the Client was consented by the Company. If the Client intends to authorize a third party to deposit and/or withdraw funds from his/her account, a written letter of request should be sent to the official email of the Company which will be subject to approval.

8.1.6. In accordance with **Paragraph 4.2.1.**, currency conversions are systematically computed and are indefinitely changing. The Client understands and accepts that if the system conversion does not correspond to his/her personal computation, variations are primarily due to the unpredictable arithmetic that is beyond the Company's control.

8.1.7. All payments initiated and conducted by the Client are tracked and recorded by the Company and its third-party bank affiliates and respective payment service providers, wherein such records are classified as an intellectual property of the Company. The Client acknowledges that these financial transaction records are confidential but may be used as a reference if it deems obligatory by the circumstance and/or by any corresponding law or regulation. If in any case that the Client requests to obtain any of the financial transaction records, the Company reserves the right to reject and/or cancel such request without the obligation to provide an explanation or justification.

8.1.8. The Client affirms and ensures that the money or fund he/she uses to trade, invest and/or to avail the services of the Company is legally obtained and is not involved or acquired in any way from financial fraud, launder or embezzlement. The Client acknowledges that if his/her money or fund used with Company is suspected or proven to be acquired from any illegal activity, further legal actions shall proceed. The Client further acknowledges that accumulating interests from his/her account is strictly prohibited and may be subject to restriction, suspension or termination of his/her account.

8.1.9. Deposits and payment transactions can be verified and processed by the Company within one (1) business day, wherein the deposited amount may reflect on the Client's account within one (1) to five (5) business days upon the successful process of such transaction. The Company is not liable in any way for further delays or interruptions that may occur upon the transaction of the Client.

8.1.10. The Company reserves the right to reject any payment or financial transaction if it deems necessary or if such transaction violates any of the terms and conditions of this Agreement. The Company does not and will not transfer or send any money if such request does not comply with the proper procedure or if the Company deems such request invalid. The Company reserves the right to reject or cancel payments or financial transactions from any bank or third party that is not verified or affiliated with the Company. If a deposit transaction will be conducted by a third party on behalf of the Client, the corresponding third party must provide a power of attorney (hereinafter the "POA") and one (1) valid I.D. subject to the approval of the Company. The Client is solely responsible for any damage and/or loss he/she may incur in any unverified financial transaction.

8.1.11. The Company does not charge fees for any financial transaction, however does not guarantee that the Client will be free from incurring transaction fees. Commission charges, processing and service fees may be charged to the Client wherein he/she will be solely liable for settling such fees and charges imposed by banks and other third-party payment providers. The Client understands and agrees that if he/she incurs any additional charges or fees from banks or PSPs, he/she must settle such fees immediately.

8.1.12. Clients are obligated to provide his/her personal identifications and documents including his/her financial information to thoroughly verify the transactions. If the Client intends to deposit in his/her trading account, he/she may use any of the available deposit methods on the official website. Certain payment service providers may differ in promptness including credit card transactions which may reflect on the trading account immediately while bank transfers may take more time to process due to additional security procedures.

8.1.13. In line with **Paragraph 2.2.5.**, the payment service providers and banks established separated terms and conditions that the Company and the Client must comply with. As part of the PSPs and banks' terms of use, the Client shall receive his/her withdrawn funds in the same manner he/she deposited it.

8.2. WITHDRAWAL

8.2.1. The Client can withdraw his/her funds through the available means indicated in the official website and request for such transaction will be processed upon compliance with the terms and conditions of this Agreement. If the Client intends to withdraw any amount not less than the minimum or not more than what he/she has in his/her trading account, the Client must comply with the principal guidelines of initiating a withdrawal request including that his/her account is verified. The Client must ensure that he/she has provided the complete necessary documents to verify his/her account with the Company. If a withdrawal was requested, the Client must assure that he/she does not have any ongoing trade and/or pending order in his/her trading account.

8.2.2. The Client acknowledges that withdrawal transactions from his/her trading account can only be processed and returned through the same method and to his/her corresponding bank account used to deposit. If it is necessary for the Client to receive his/her withdrawal through a different method, he/she must send a request to the official email, wherein additional personal and banking information may be requested from the Client.

8.2.3. The Client must first verify his/her trading account in order to request for a withdrawal. Account verification is a standard procedure that the Company strictly observes to prevent any type of fraudulence and other illegal activities. Personal information and other financial details may be required from the Client to verify his/her trading account with the Company. The Client must be able to provide personal bank account details named after him/her and is existent in the country of his/her residence corresponding to his/her registered address with the Company.

8.2.4. Before sending a withdrawal request, the Client must assure that he/she does not have any ongoing or pending trades or orders in his/her trading account.

8.2.5. Each withdrawal will take one (1) to five (5) business days to process, wherein receiving does not have a definite period due to being conditioned by the particular transaction method.

8.3. COMMISSIONS, FEES & CHARGES

8.3.1. The Client is responsible for settling the imposed fees including the bid and ask price and rollover fees in his/her trading account, wherein additional and separated fees and charges may arise upon the continuous use of the services and facilities of the Company. Imposed fees and charges can be displayed on the official website or trading platform, or the Company may, but is not obligated to, notify the Client regarding such fees via email.

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

8.3.3. Additional and separated commissions, fees and charges can also be incurred including, without limitation, VAT, rebates, profit-share, and other tax duties. Such additional and separated fees may be charged by third-party financial institutions or affiliates, wherein the Client is obligated to settle such additional fees in compliance with the respective third-party affiliates.

8.3.4. Imposed commissions, fees, and charges may have respective deadlines of settlement. The Client is responsible for ensuring of settling his/her own dues on or before the deadline. If the Client fails to settle his/her payment on time, the Company may restrict or terminate the Client's use of services and the access to his/her account/s. Further negligence to defray such outstanding dues may result in termination of Agreement and/or legal actions.

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

9. AMENDMENTS & REVISIONS

9.1. The Client must review the Terms and Conditions from time to time through the course of his/her trading with the Company, especially to be informed if any amendment or revision was applied. The terms and conditions of this Agreement and other legal documents may be revised, changed, modified, removed or deleted by the Company in its sole discretion. The Company may, but is not obligated to, notify the Client of such change.

10. TERMINATION OF AGREEMENT

10.1. CANCELLATION OF SERVICES

10.1.1. Both parties can terminate this Agreement provided that the party who initiated the termination does not have any ongoing obligation to the other party. If any of either party intending to terminate this Agreement and cancel all services, a written notification must be sent through email fourteen (14) days prior to the effective date of termination.

10.1.2. If the Client initiates the termination of this Agreement, he/she must ensure that he/she does have pending orders, ongoing trades, unsettled fees or outstanding dues, or that he/she is not under any separated contract or agreement with the Company. The Client is obligated to settle all fees and charges upon the termination of this Agreement, including the required funds to close ongoing trades or orders, and other charges the Client may incur in relation to or arising from the termination of this Agreement.

10.1.3. If the Client intends to terminate this Agreement, the Company reserves the right to use the Client's funds to settle his/her obligations, wherein the Company can also consolidate and set off the balances of the Client. The Client acknowledges that termination of the Agreement may hold and/or close some or all of the trades and orders, and his/her use and access to the website, account, and the platform may be blocked or removed.

10.2. EVENT OF DEFAULT

10.2.1. An event of default will be declared if the Client is proven to be involved in prohibited trading activities or illegal financial activities and other illegal conductions, or if he/she fails to settle his/her obligations including completing the initial margin. The Company may also declare an event of default if the Client is incapacitated, deemed absent for a long period of time, and/or in case of death.

10.2.2. An event of default may also be declared in case of force majeure, wherein such occurrence prevents either party from complying with the Agreement. Force majeure events can be human acts such as, without limitation, national or international warfare, terrorism, labor dispute, lockouts, and civil disorder. Force majeure can also be an act of God that calls for an event of default as necessary in case of earthquake, tsunami, typhoon, fire, epidemic and other natural calamities. Occurrences that are beyond the

Company's control may also call for an event of default including, without limitation, electronic malfunction that is not willfully caused by the Company, market suspensions, and jurisdiction or regulatory bans.

10.2.3. The Company reserves the right to terminate this Agreement effective immediately in cases of **Paragraph 11.2.1.** and **11.2.2.** Termination of this Agreement may automatically close, block, remove, and/or cancel the use and access of the Client to the services.