



TERMS AND CONDITIONS OF USE

Last Updated: 20 February 2025

Welcome to UPIFEX!

CHAPTER 1: INTRODUCTION, PRIORITY and ENFORCEABILITY

SECTION 1.1. CONTRACTUAL PARTIES

For the purposes of this Agreement called Terms and Conditions of Use (hereinafter called the "T&C," or "Agreement"), the term "Contractual Parties" refers to the Company and the Client, both of whom are legally bound by the terms and conditions set forth herein.

- **The Company** refers to UPIFEX, a legally registered entity operating as a firm operated by Vest Capital Ltd., whose registered address is Island Ring Road, TB office, NRU68, Yeren, Nauru Republic of Nauru and any of its affiliates, subsidiaries, or representatives authorized to act on its behalf.
- **The Client** refers to the individual or entity that has registered for an account with the Company, accepted these Terms and Conditions of Use, and agreed to engage in trading activities offered by the Company.

Collectively, the Contractual Parties agree to the terms, obligations, rights, and responsibilities outlined in this Agreement.

1.1.1. This document, titled Terms and Conditions of Use (hereinafter called the "T&C"), sets forth the general conditions governing the use, access, rights, and privileges associated with the services, products, and facilities provided by Upifex.com, which is operated by Vest Capital Ltd. (hereinafter called the "Company," "We," "Us," "Upifex.com," or "Our"). The Company is duly registered at Island Ring Road, TB office, NRU68, Yeren, Nauru, Republic of Nauru, and is incorporated under company registration number 003252024. The Company holds an International Brokerage License with License Number 052952035, granted by the International Services Authority of Nauru (ISA) pursuant to the authority conferred under Section 27 of The Financial Services Act 2006.

1.1.2. By accepting this T&C, the individual officially becomes a client of the Company (referred to as "Client," "Customer," "User," "Reader," "He/She," "You," "His/Her," or "Your"). The Company and the Client will be jointly referred to as the "Parties" or "Both Parties."

1.1.3. Upon your acceptance, this T&C shall constitute a legally binding agreement that is enforceable by both parties. The T&C will define the rights and obligations of each party and may be referenced in the event of any dispute between the parties.

SECTION 1.2. AGREEMENT

This refers to these Terms and Conditions of Use, along with any amendments, supplements, and other legal documents referenced herein, between the Company and the Client. This Agreement or Terms and Conditions of Use governs the relationship, rights, obligations, and responsibilities of both parties with respect to the Client's use of the Company's trading platforms, services, and products. By registering for an account, accessing the services, and using the Company's offerings, the Client acknowledges and agrees to be bound by the terms and conditions set forth in this Agreement.

1.2.1. By accessing or using our website, services, or products (collectively referred to as the "Services"), you agree to adhere to and be bound by this Agreement. Through your use of our online trading platform, you acknowledge your acceptance of this T&C, as well as any additional legal notices and statements contained within this T&C, our online facilities, and services. Please read them carefully before using our website or any associated services. If you do not agree to these terms, you should not use our website or services. These terms and conditions govern your access to and use of our website and are intended to protect both you and Upifex. We may update or modify these T&C at any time, and any changes will be effective immediately upon posting.

1.2.2. By proceeding, you affirm that you will read, understand, and agree to all the terms and conditions set forth herein, without modification, including the specific terms outlined below. Should you have any questions or require clarification regarding any provision of this T&C, you are encouraged to contact us prior to registering or to consult with independent legal or professional advisors. Should you object to any of the provisions of these Terms and Conditions, in whole or in part, and/or should you be unwilling to be bound by the terms set forth herein, you are hereby required to immediately discontinue the use of our online services and facilities. Furthermore, you should notify the Company in writing without undue delay, confirming your cessation of usage.

1.2.3. Before using or accessing any of our services, it is essential to carefully review, comprehend, and agree to all the terms outlined in this T&C.

SECTION 1.3. ACCEPTANCE AND EXTENT OF THE AGREEMENT

By accessing, registering, or using the services provided by the Company, the Client acknowledges and agrees to be bound by the terms and conditions set forth in this T&C, including any amendments or updates made by the Company from time to time. The Client's continued use of the Company's services constitutes ongoing acceptance of this Agreement. This Agreement shall apply to all transactions, activities, and interactions conducted through the Company's platforms, regardless of the account type or service used by the Client. The Company reserves the right to modify, amend, or update this Agreement at its sole discretion, and any such changes will be communicated to the Client, either by notification through the platform, official website, or via email. The Client agrees to review the Agreement periodically to stay informed of any updates.

1.3.1. The T&C may incorporate or reference additional official documents of the Company. The User is strongly advised to thoroughly review and consent to the Privacy Policy, warranties, and any other official documents related to this T&C in order to fully comprehend its terms and conditions prior to utilizing or accessing our services.

1.3.2. You acknowledge and accept full responsibility for obtaining the requisite knowledge and experience to understand and manage all risks associated with your decision to engage in trading activities with the Company in the public market. The Company shall not be liable for, nor share in, any risks related to your capital when investing in any financial market.

1.3.3. All formal or official communications, legal documents, and correspondences issued by the Company shall be in English. While the Company may provide translations in other languages, it claims no liability for errors or inconsistencies in those translations. You are strongly encouraged to use professional translation services to verify the accuracy of any translated content. It is expressly understood that the English version of all information, documents, and communications shall take precedence and be regarded as the definitive version.

1.3.4. The content or information provided through our website, emails, documents, and other forms of communication is for general informational purposes only and shall not be interpreted as investment advice upon which you may base your decisions. Such content does not constitute unsolicited financial promotions. You are strongly encouraged to seek guidance from qualified investment professionals prior to making any financial decisions.

1.3.5. The Company's official online presence is located at Upifex.com (hereinafter called the "Official Website"). All inquiries and correspondence should be directed to our designated email address at cs.fr@upifex.com (hereinafter called the "Official Email Address").

1.3.6. In the event that you do not agree to be bound by the entirety of the T&C set forth herein, you are hereby instructed to cease all use, access, or attempts to derive any benefit from the services, products, or facilities offered by the Company, including those provided by our service partners and affiliates.

1.3.7. By the mutual engagement of the parties, this T&C shall become a legally enforceable agreement governing the use and access to our products and services.

1.3.8. This T&C will govern the trading accounts you maintain with us, including all procedures and terms related to the creation and termination of such accounts. These Terms and Conditions of Use will become effective upon your registration of an account with us.

1.3.9. This T&C also addresses our rights to Intellectual Property and includes full disclosure regarding the nature of our business operations. By accepting this agreement, you confirm that you have read and understood all disclaimers set forth within the T&C.

1.3.10. It is explicitly specified that this T&C does not apply within the United States of America. Any individual residing in or otherwise located in the United States is prohibited from using or accessing the Company's products and services.

1.3.11. Any violation of the T&C set forth in the supplementary documents shall hereby be deemed a breach of the Terms and Conditions of Use. The Company hereby reserves the right to impose penalties, suspend, or terminate your account in the event of such violation of the terms and conditions specified in the additional official documents.

1.3.12. The Company reserves the right to modify, amend, or add new provisions to this T&C as deemed necessary, and such changes shall become immediately binding. It is your sole responsibility to review this T&C periodically to remain informed of any amendments or modifications made.

1.3.13. Any disputes or claims related to this T&C or any agreements and contracts with the Company must be addressed directly to us. All claims should be submitted via email from your registered email address with Upifex and shall remain confidential until a conclusive resolution is achieved. You are obliged to comply with our non-disclosure requirements, and any violation may result in liability for reputational damages.

1.3.14. The provisions of this T&C shall hereafter govern all services and products offered by the Company, delineating the activities and acts that are either prohibited or permitted.

SECTION 1.4. THE COMPANY

"The Company" refers to Upifex, a firm registered and operating in accordance with applicable laws, with its registered office located at International Services Authority of Nauru (ISA). The Company provides trading services, including but not limited to currencies, cryptocurrencies, indices, stocks, shares and other financial products, through its online platforms and associated services. The Company may also refer to its affiliates, subsidiaries, and authorized agents acting on behalf of the Company in relation to the provision of such services. All references to "The Company" in this T&C include, where applicable, its employees, officers, representatives, and partners involved in the administration and operation of the services.

1.4.1. The staff, business, procedures, rules, and properties of the Company are hereby deemed of paramount importance. Accordingly, the Company reserves the right to impose such restrictions, penalties, or reasonable measures as it deems necessary under the circumstances to ensure their protection.

1.4.2. The services and products provided by the Company are hereby developed and offered in accordance with the applicable laws as outlined in this T&C. The Company shall bear no responsibility for verifying whether the activities, services, or products offered comply with the laws in your country of residence. You hereby acknowledge that it is your sole responsibility to determine whether our services and products are lawful and authorized in your jurisdiction.

1.4.3. Our products and services are hereby offered exclusively to individuals who have reached the legal age of majority and possess the capacity to make decisions in their respective country or jurisdiction of residence. The Company shall bear no liability whatsoever if our services are accessed or used by individuals who have not attained legal age as defined by the applicable laws in their country of residence.

1.4.4. The Company hereby reserves the right, in accordance with its guidelines, to assess or review the information submitted by the user during the registration process. Thereafter, the Company may, at its sole discretion, accept or reject the registration without the obligation to provide an explanation.

1.4.5. By providing information such as, but not limited to, your name, age, and personal capacity, you hereby affirm that such information is accurate and truthful. Thereafter,

the Company reserves the right to restrict, suspend, penalize, or terminate your account and this T&C without prior notice if it reasonably suspects or determines that you have provided false, incomplete, misleading, or inaccurate information, whether to us directly or on a trading platform.

1.4.6. In accordance with the safeguards the Company implements from time to time, you hereby acknowledge that we may request your financial details to assess your financial capacity and determine its suitability for the activities and services you engage with us. The information that may be requested hereunder includes, but is not limited to, data from credit agencies, financial institutions, insurance providers, and similar entities.

1.4.7. You hereby acknowledge and agree that losses or damages may occur in the course of your trading due to the inherent risks associated with the nature of our business. Accordingly, you understand and accept that the Company shall not be held directly or indirectly liable for any loss or damage incurred by you during the course of trading.

1.4.8. The Company hereby reserves the right and prerogative to assign or delegate the enforcement of rights, responsibilities, duties, and obligations to any third party, as it deems appropriate.

SECTION 1.5. THE CLIENT

"The Client" refers to the individual or legal entity that has registered for an account with the Company, accepted these Terms and Conditions of Use, and agreed to engage in trading activities offered by the Company. The Client may also be referred to as "you" or "your" throughout this Agreement. The Client represents and warrants that they are legally capable of entering into this Agreement and that they will comply with all applicable laws and regulations governing their use of the Company's services. The Client acknowledges that they are fully responsible for all activities conducted through their account, including the management of funds and trades, as well as for any consequences arising from such activities.

1.5.1. The registration process categorizes applicants as either an "individual" or a "company." Additional information may be required during the registration process for either category. You hereby understand and agree that all registrations, regardless of category, shall be considered as individual registrations.

1.5.2. Third parties are hereby not authorized to act on behalf of a Client's instructions, unless otherwise expressly agreed to by the Company in writing.

1.5.3. You hereby confirm and agree that the business model, services, and products offered by the Company are legal and enforceable within your jurisdiction or country of residence. It is acknowledged that certain jurisdictions may prohibit financial investments via online trading platforms, and in such cases, this T&C shall not apply. You bear full responsibility for accessing or using the Company's services and products in such jurisdictions. The Company shall not be held liable for any unauthorized access or misuse of its services, facilities, or products in such jurisdictions.

1.5.4. By accepting this agreement, you hereby affirm that your country's jurisdiction does not operate under the laws of the United States of America. You acknowledge and accept the definition of a "US person" as set forth herein and under 17 CFR 230.902 and confirm that you are neither a US person nor acting on behalf of a US person in order to transact on their behalf. In the event that you become a US person or begin transacting on behalf of a US person, you hereby agree to immediately cease using the Company's resources and services. The following conditions shall qualify you as a US person, but are not limited to:

- Any individual who is a naturalized US citizen.
- You are a citizen or permanent resident (green card holder) of the United States of America.
- Your primary place of residence is within the United States or its territories.
- You possess a U.S. tax identification number (TIN) or social security number (SSN).
- You have a residential, business, or mailing address located within the United States or any of its territories.
- Any person physically present in the US at the time of utilizing our services.
- You hold a valid U.S. passport.
- You are subject to U.S. tax reporting requirements under the Foreign Account Tax Compliance Act (FATCA).
- Any partnership, business, trust, or entity organized or incorporated under US laws or with a principal place of business (PPOB) in the United States or any of its territories.
- Any person holding accounts, whether discretionary or non-discretionary, on behalf of another US person.
- Other US persons as defined under 17 CFR 230.902(k).

1.5.5. You hereby acknowledge and accept full responsibility for assessing your own level of skill, knowledge, and suitability prior to accessing any services, products, or facilities offered by the Company. By accepting this T&C you affirm that you have

thoroughly reviewed, understood, and agreed to all the terms and conditions set forth herein.

1.5.6. You hereby accept full responsibility for making all decisions related to your trading account and executing such decisions accordingly. The Company shall not be held liable for any loss or damage resulting from such decisions or actions.

1.5.7. You undertake and agree to refrain from any form of insider trading, either directly or indirectly, involving the Company or its employees. Any breach of this undertaking may result in immediate termination of your account and legal actions.

1.5.8. You may, with prior written approval from the Company, authorize a first-degree relative to perform activities on your trading account. Any request for such authorization shall be submitted through a formal letter sent to the Company's official email address. Your first-degree relative will be bound by this T&C as well as any additional documentation governing the relationship between the parties.

1.5.9. Politicians, politically exposed persons, and their relatives, partners, or associates, are expressly prohibited from using our services, products, or facilities. You hereby affirm that you are not a politician, politically exposed person, nor are you connected to any politician or involved in political activities in any capacity.

1.5.10. Upon registering your account, you agree to maintain ongoing communication with the Company, including but not limited to responding to our phone calls, which shall serve as the primary mode of communication, and replying to any emails from the Company.

1.5.11. For any direct communication with the Company regarding inquiries or other concerns, you should contact us via email. You hereby agree that any inquiry or concern will only be deemed valid if submitted from an email address registered with the Company; otherwise, such communication will be rejected.

1.5.12. By utilizing the Company's services, you agree to comply with all applicable obligations, responsibilities, and requirements set forth in this T&C, including any policies and additional terms outlined in related contracts or agreements.

SECTION 1.6. INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" refers to all legal rights related to intellectual property that are owned or licensed by the Company, including but not limited to trademarks, service marks, copyrights, patents, trade secrets, database rights, and proprietary technology. All content, software, designs, logos, symbols, and materials provided by the Company

through its platforms, website, and services are protected by applicable intellectual property laws. The Client acknowledges and agrees that the Company retains exclusive ownership of all intellectual property related to its services, and that no rights, titles, or interests in such intellectual property are transferred to the Client through the use of the Company's platforms or services. The Client is granted a limited, non-exclusive, non-transferable license to access and use the Company's services solely for personal, non-commercial purposes in accordance with this T&C.

1.6.1. Except for third-party content, all intellectual property (the "Intellectual Property") contained within our materials is the exclusive creation of our workforce. All intellectual property rights, including but not limited to copyrights, trademarks, patents, trade secrets, and proprietary rights, on the website, software, trading platforms, and all related content provided by the Company are owned exclusively by the Company or its licensors. The Client acknowledges that nothing in these Terms and Conditions grants the Client any ownership rights in Intellectual Property. We hereby retain the full and unrestricted right to copy, display, reproduce, distribute, or modify our intellectual property. Our intellectual property is safeguarded by applicable local and international intellectual property laws. We affirm that any third-party content used or incorporated within our materials has been duly authorized by the relevant third parties.

1.6.2. The scope of our intellectual property includes, but is not limited to, trademarks, service marks, logos, patents, software, brochures, copyrights, icons, images, videos, graphics, documents, layouts, products, services, and advertisements, along with any other content developed by us.

1.6.3. All users are hereby put on notice that unauthorized use of our intellectual property or that of our affiliates constitutes a violation of applicable local and international laws. Such unauthorized use will be deemed an infringement and will result in appropriate legal action. Users are permitted solely to use or access our intellectual property or that of our affiliates for non-infringing reference purposes.

1.6.4. In the event of any infringement upon our intellectual property or that of our affiliates, we reserve the right to terminate this T&C and suspend, restrict, or terminate the provision of our services to the affected client, with or without explanation. Any infringement leading to the termination of this T&C shall result in the immediate revocation of all licenses granted hereunder.

1.6.5. You hereby acknowledge and agree that all communications between both parties shall be recorded, and such records shall remain our exclusive property. These records may be used as evidence under applicable law to demonstrate the communications exchanged between the parties. Without limitation, these records may

be provided as evidence in a court of law or to any regulatory authority in accordance with the governing law.

1.6.6. The Client shall not, and shall not permit any third party to:

- Reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying structure of the Company's software or platforms.
- Modify, translate, or create derivative works based on any part of Intellectual Property.
- Use any trademarks, service marks, or other identifiers of the Company without prior written consent.
- Use the Company's Intellectual Property in any way that may harm or tarnish its reputation.

1.6.7. The Client agrees to take all reasonable steps to protect the Company's Intellectual Property and not to engage in any activities that may infringe upon or misappropriate the Company's intellectual property rights. The Company reserves the right to take appropriate legal action against any unauthorized use or infringement of its Intellectual Property.

1.6.8. In addition, the Company reserves the absolute right to refuse any request, whether from the Client or any third party, for the provision of records, data, or information in connection with the Client's account or trading activities. This includes, but is not limited to, requests for transaction histories, account statements, trade data, or any other form of proprietary information. The Company may decline such requests at its sole discretion, including where it deems the request to be unlawful, unreasonable, or in violation of any applicable laws, regulations, or internal policies. Furthermore, the Company is under no obligation to disclose any information that may be protected by confidentiality agreements, privileged communications, or intellectual property rights. Any decision to provide or withhold such records or data will be made in accordance with applicable legal requirements and the Company's internal procedures.

CHAPTER 2: CONTEXTUAL UNDERSTANDING

SECTION 2.1. TERMS AND DEFINITIONS

"Terms and Definitions" refers to the specific meanings assigned to words, phrases, or concepts used in this T&C, as well as those commonly used in the nature of the

business. These definitions are provided for clarity and to ensure that all parties involved have a common understanding of the terminology used in relation to the services offered by the Company. The terms defined herein shall apply throughout this T&C and any other related documents or communications, unless the context expressly requires otherwise. In the event of any ambiguity or uncertainty in interpretation, the Company reserves the right to provide additional clarification of or interpretation of terms as deemed necessary.

2.1.1. Account: Refers to the distinct and individual trading account that is registered under the Client's name and specific details.

2.1.2. Active/Open Trade(s): Refers to a transaction or order in your account that has been fully executed, meaning the position is open and is subject to real-time market fluctuations. A trade is considered active from the moment it is placed and executed, whether as a buy or sell order, and remains active until it is closed, either manually by the Client or automatically due to reaching stop-loss, take-profit levels, or other conditions set by the Client.

2.1.3. Additional Agreement: Includes any documents, agreements, terms, or conditions, other than this T&C, that are referenced, incorporated, or implicitly referenced, to which both parties acknowledge and agree to be bound.

2.1.4. Affiliate: For purposes of this T&C, the term "Affiliate" refers to any individual or corporate entity that has registered for and is a participant in the Company's affiliate program, and who is remunerated by the Company at agreed intervals.

2.1.5. Agreement: This term encompasses this document, including the Terms and Conditions of Use set forth by the Company, as well as all annexes, appendices, attachments, sections, paragraphs, and clauses hereof.

2.1.6. Annualization: The method of mathematically converting and standardizing the return or yield of a financial instrument to an annual rate, in accordance with applicable financial principles.

2.1.7. Anti-Money Laundering (AML): Refers to the policies, legal frameworks, and procedures established to prevent the use of illicit funds or financing, and which includes penalties and sanctions for violations.

2.1.8. Applicable Laws and Regulations: Denotes the relevant laws, statutes, regulations, treaties, and policies promulgated by the competent authorities, governing bodies, or international organizations, as applicable.

2.1.9. Ask Price: The price at which a financial instrument or asset is offered for sale. This price is typically the lowest available price for purchase as presented to the Client.

2.1.10. Averaging Up or Averaging Down: The process by which a holder of a financial asset or instrument acquires additional units of such asset or instrument in response to an increase or decrease in its price.

2.1.11. Balance: The total amount of funds available within a Client's registered trading account with the Company, excluding any open positions, and available for withdrawal.

2.1.12. Base Currency: The first or primary currency listed in a currency pair. For example, in the currency pair USD/GBP, the USD is the base currency.

2.1.13. Bid Price: The price at which a financial instrument or asset is offered for purchase. It represents the amount a market participant is willing to pay for the instrument.

2.1.14. Bonus: Additional funds provided to the Client's balance by the Company, typically as an incentive for specific actions or trading activity, and subject to the terms and conditions established by the Company.

2.1.15. Business Day: Refers to any day on which the Company is open for business, specifically from 00:00 GMT+2 to 23:59 GMT+2, Monday through Friday, in alignment with the Gregorian Calendar.

2.1.16. Buy Limit: A specified price point above which a market instrument or asset will not be purchased. This order ensures that the asset is bought at or below the set price limit.

2.1.17. Buy Stop: An order to purchase a financial asset or instrument at a price higher than the current market price or the displayed price.

2.1.18. Capital: The original or existing funds deposited by the Client into their trading account for the purpose of conducting trading activities.

2.1.19. Capital Gain: The profit derived from the increase in the market value or price of an asset over the initial capital investment.

2.1.20. Capital Loss: The loss incurred when the market value or price of an asset decreases below the original capital investment.

2.1.21. Contracts for Differences (CFD/s): These are financial instruments that allow you to speculate on the price movement of underlying assets without owning the actual asset. CFDs are derivative products and involve entering into an agreement to settle the difference in the asset's price between the opening and closing of the position, which

may result in profits or losses based on price fluctuations. CFDs are typically traded on margin, meaning you can gain exposure to a larger position with a smaller initial investment, but this also amplifies both potential profits and potential losses. As such, CFDs carry a high level of risk and may not be suitable for all investors.

2.1.22. The Client(s): Refers to any user who has registered an account on the Company's platform, Upifex.com, and whose registration has been acknowledged and accepted by the Company.

2.1.23. Commission: The fee charged by the Company, or its affiliates, in consideration for executing and processing financial transactions or trades.

2.1.24. The Company: The term "Company" encompasses Upifex along with its management, administration, directors, representatives, and all personnel associated with the operation of the services provided.

2.1.25. Grievance Handling and Dispute Resolution Process: Refers to a separate policy outlining the procedure for addressing any disputes or complaints arising between the parties regarding the Company's services or products.

2.1.26. Potential Conflicts of Interest: Refers to a separate policy document that addresses the procedures, rules, and measures taken in instances where the interests of the Client may conflict with those of the Company or its staff.

2.1.27. Contract: Includes any binding agreement or business arrangement, whether oral or written, entered into by the Company and the Client for the sale, purchase, or execution of any product, service, or financial instrument.

2.1.28. Contrarian Investing: The investment strategy that involves taking positions contrary to prevailing market trends, such as buying assets in a declining market and selling them in a rising market.

2.1.29. Counterparties: Denotes the financial institutions, banks, or Payment Service Providers (PSPs) with which the Company collaborates to facilitate transactions and the processing of Client funds.

2.1.30. Credentials: Refers to the confidential login details associated with the Client's registered account, which are required for access and interaction with the Company's services.

2.1.31. Credit: Additional funds or capital provided to the Client by the Company, or its affiliates, to facilitate trading, with the understanding that such funds are to be repaid or settled by the Client as per the terms of the relevant agreement.

2.1.32. Currency: A system of money in common use, typically issued by a government and used as a medium of exchange within a country or trading block.

2.1.33. Currency Pair(s): The expression of the value of one currency relative to another, with the base currency quoted against the counter currency, such as in the EUR/USD pair.

2.1.34. Day Trader and Day Trading: A Client who engages in the buying and selling of financial assets within the same trading day, with all positions being closed by market closure.

2.1.35. Deposit(s): Refers to funds or capital invested by the Client into their registered account with the Company for the purpose of engaging in trading or related activities.

2.1.36. Derivative(s): A financial instrument whose value is derived from the price movements of an underlying asset, such as indices, commodities, or stocks, as offered by the Company for trading.

2.1.37. Electronic Messaging: Encompasses any form of digital or electronic communication employed for the exchange of information between the Client and the Company.

2.1.38. Electronic Service(s): Refers to the digital services, products, and tools offered by the Company through designated online channels to facilitate trading and other financial services.

2.1.39. Electronic Signature: Refers to the digital method employed by the Client to electronically sign and affirm their acceptance of official documents, contracts, or other agreements as required by the Company.

2.1.40. Electronic Trading Platform: Refers to the official software or online platform provided by the Company to facilitate the execution of trades, manage market transactions, and support other trading activities.

2.1.41. Equity: The net value of a Client's trading account, calculated as the total value of open positions plus the floating profit or loss, plus swaps, and plus the balance.

2.1.42. Event of Default: As defined in Section 7.2. of this T&C, refers to specific instances or breaches that may trigger the termination or suspension of services between the Company and the Client.

2.1.43. Exchange Rate Risk: The risk arising from fluctuations in the exchange rates that may affect the value of an investment, asset, or financial instrument.

2.1.44. Market Order Execution Policy: Refers to a policy outlining the procedure for executing the Client's orders and instructions, including any associated terms governing such transactions as stipulated in the Agreement.

2.1.45. Financial Instrument(s): Any asset or contract traded on the Company's platform, including, but not limited to, derivatives, currencies, stocks, shares, commodities, indices, options, futures, and other similar financial instruments offered by the Company.

2.1.46. Floating Loss: The ongoing and unconfirmed loss associated with a position that is still open, which fluctuates in real-time based on market movements.

2.1.47. Floating Profit: The ongoing and unconfirmed profit derived from an open position, subject to change based on real-time market fluctuations.

2.1.48. Forecast: A projection or estimate of future market trends, prices, or conditions based on analysis of technical and fundamental factors.

2.1.49. Free Margin: The portion of the equity in a Client's account that is not currently used to cover open positions and is therefore available to support additional trades. It is calculated as Equity minus Margin.

2.1.50. Fund(s): Refers to the money, capital, or assets held in the Client's trading account, including any investments made by the Client through the Company.

2.1.51. Risk Warning and Acknowledgement: A separate policy document that provides a detailed disclosure of the risks associated with engaging in financial transactions, trading, and other market activities.

2.1.52. Hedge or Hedging: A strategy involving the simultaneous purchase and sale of the same or equivalent financial asset to mitigate the risk of price fluctuations.

2.1.53. Index: A financial instrument that represents a basket of underlying assets, such as stocks, and is used as a benchmark to measure the performance of a particular sector or market.

2.1.54. Initial Public Offering (IPO): The process by which a company offers its shares to the public for the first time, thereby becoming a publicly traded entity.

2.1.55. Intellectual Property Rights: Includes all rights, titles, and interests held by the Company in any intellectual property, including trademarks, copyrights, and patents related to the services provided.

2.1.56. Instruction(s): Refers to formal or informal requests or directives provided by the Client, instructing the Company to carry out specific actions related to their account, transactions, or services.

2.1.57. Know Your Customer (KYC): Refers to the mandatory identification verification process conducted by the Company to assess the Client's identity and associated risks, in compliance with applicable laws and regulations.

2.1.58. Leverage: The ability to control a larger position in the market with a smaller amount of invested capital, expressed as a ratio of the position size to the margin required.

2.1.59. Long Position: A market position taken by the Client where they buy an asset or instrument with the expectation that its price will increase over time.

2.1.60. Margin: The minimum amount of funds required to open and maintain a position or trade, serving as collateral for the Client's positions.

2.1.61. Margin Call: A demand from the Company for the Client to deposit additional funds into their account in order to meet the required margin level and maintain open positions.

2.1.62. Margin Call Level: The specified threshold or level at which the Client is required to deposit additional funds to prevent the liquidation of open positions.

2.1.63. Margin Level: The ratio of available funds in the Client's account to the margin required to maintain open positions. It is typically expressed as a percentage.

2.1.64. Market: Refers to any regulated or public platform where financial instruments, assets, or contracts are traded.

2.1.65. Market Price Difference: The difference between the ask price and bid price of a financial instrument, which reflects the spread in the market.

2.1.66. Opening Price and Closing Price: The price of a financial instrument or asset at the commencement and conclusion of a trading session, respectively.

2.1.67. Open Position or Open Trade: A position that has been initiated but not yet closed, remaining active on the Client's account until it is completed.

2.1.68. Order: Refers to the Client's instruction to execute a trade, transaction, or investment based on specific terms set forth in the order, which may be subject to cancellation unless specified otherwise.

2.1.69. Party: Refers to either the Company or the Client, and collectively to both parties, as the context may require.

2.1.70. Pending Order: An order placed by the Client to execute a trade at a future date or upon the fulfillment of specific price conditions.

2.1.71. Personal Data: Refers to any information that identifies or can be used to identify a Client or user, including their contact details and other personal information collected by the Company.

2.1.72. Pip(s): The smallest incremental change in the price of a currency pair or financial asset, typically measured to the fourth decimal place in most currency pairs.

2.1.73. Position: A market commitment made by the Client to either buy or sell a financial instrument, which remains open until it is closed or offset.

2.1.74. Principal: Refers to the individual or entity on whose behalf an agent acts, including the Client as principal in all activities carried out within their trading account.

2.1.75. Data Protection Policy: A separate policy issued by the Company outlining the collection, use, storage, and protection of personal data, in compliance with relevant data protection laws.

2.1.76. Rally: A sharp upward movement in the price of an asset or financial instrument, typically driven by market demand or external factors.

2.1.77. Refund: A policy that outlines the process by which the Client may request a refund or reimbursement of deposited funds, including any applicable terms and conditions governing such requests.

2.1.78. Reimbursement Policy: A separate policy issued by the Company that establishes the procedural framework and conditions under which a Client may request the return of funds deposited into their trading account. It outlines the eligibility criteria, time constraints, and specific methods for processing such requests, subject to the Terms and Conditions of Use.

2.1.79. Sell Limit: A pending order to sell an asset or instrument at a price above the current market price.

2.1.80. Sell Stop: A pending order to sell an asset or instrument at a price below the current market price.

2.1.81. Services: Refers to the financial, investment, and other services, products, or facilities offered by the Company to the Client, as described in the Agreement.

2.1.82. Share(s): A unit of ownership in a corporation or financial asset, conferring a proportional right to the company's profits and assets.

2.1.83. Short Position: A market position taken by selling a financial asset or instrument in anticipation that its price will fall, enabling the Client to repurchase it at a lower price.

2.1.84. Stock(s): A type of financial instrument representing partial ownership in a company, entitling the shareholder to a portion of the company's profits and assets.

2.1.85. Stock Symbol: A unique identifier, typically consisting of letters, assigned to a particular security or stock traded on the market.

2.1.86. Stop Loss: A risk management order placed to automatically close a position at a specified price to prevent further loss.

2.1.87. Stop-out: The automatic liquidation of one or more open positions when the margin level falls below the required threshold.

2.1.88. Stop-out Level: The specified margin level at which the Company will automatically close positions to prevent the account from falling into a negative balance.

2.1.89. Swap(s): The interest, fees, or rollover charges incurred for holding positions overnight, which may either be credited or debited from the Client's account.

2.1.90. Take Profit: A type of order that automatically closes a position once a predefined profit level is reached.

2.1.91. Terms and Conditions of Use: This document, together with any supplementary terms and documents referenced herein, constitutes the complete and binding agreement between the Company and the Client, governing their business relationship.

2.1.92. Trading Account History Report: Denotes the concise statement providing an overview of all operations, transactions, activities, and fund balances associated with the Client's trading account.

2.1.93. Trading Account or Platform Account: The Client's registered account with the Company, used for executing trades, managing transactions, and participating in the services offered by the Company.

2.1.94. Transaction: Refers to any activity related to financial instruments, including but not limited to buying, selling, transferring, and withdrawing funds, as well as executing market orders.

2.1.95. Volatility: The degree of variation in the price of a financial instrument, typically measured by the standard deviation of returns, indicating the level of risk or uncertainty in the market.

2.1.96. Volume: The total quantity of an asset, security, or financial instrument traded during a specific period or transaction.

2.1.97. Withdrawal: Refers to the act of requesting the withdrawal of funds or profits from the Client's trading account to a designated bank account or other receptacle as instructed by the Client.

CHAPTER 3: PROVISION OF SERVICES

SECTION 3.1. PROVISIONS

"Provision of Services" refers to the range of services offered by the Company to the Client, including but not limited to the facilitation of trading, access to trading platforms, provision of market data, educational materials, customer support, and any other services as described on the Company's website or provided directly by the Company. The Company agrees to provide these services in accordance with the terms outlined in this T&C and subject to the availability, features, and limitations of the Company's platforms. The Client acknowledges that the Company reserves the right to modify, suspend, or discontinue any of the services, at its sole discretion, and that such modifications may include changes to account types, fees, commissions, or other aspects of the service offering. The Client further agrees that the Company is not responsible for any interruptions, delays, or errors in the provision of services beyond the Company's control, such as those caused by system failures, force majeure events, or third-party service providers.

3.1.1. All services and activities provided by the Company shall be governed by the provisions of this T&C. Any usage or access to services and engagement with activities that fall outside the scope of this T&C may constitute unauthorized or unlawful use. Should you intend to engage in activities not covered herein, you hereby agree to obtain prior written authorization from the Company.

3.1.2. Any individual wishing to utilize, access, or benefit from the Company's services must adhere strictly to the procedures outlined within the services and this T&C. In the event of non-compliance with the prescribed procedures, the Company reserves the right to reject any requests or transactions made by third parties who are not formally recognized as Clients or affiliates of the Company.

3.1.3. The Company offers various types of accounts, from which you may select based on your preferences and financial capabilities. The accounts shall remain open and in effect, provided that:

- You hereby assume full responsibility for the decision to open and maintain the accounts held in your name with the Company; and
- You acknowledge and agree to fulfill any additional obligations, risks, and responsibilities associated with the specific account type chosen.
- You agree to provide accurate, up-to-date, and complete information when opening or maintaining an account, and to promptly notify the Company of any changes to your personal, financial, or tax status.
- You agree to comply with all applicable laws, regulations, and policies governing the use of the account, including but not limited to anti-money laundering (AML) and Know Your Customer (KYC) requirements.
- You acknowledge and agree that the Company reserves the right to monitor all accounts for compliance with applicable legal and regulatory requirements, and to take the necessary action if any suspicious activity is detected.
- You are solely responsible for ensuring that your account is adequately funded in accordance with the minimum deposit requirements of the selected account type.

3.1.4. The procedures to be followed for a user to become an official Client of the Company are as follows:

- Completion of the registration process and successful creation of an account by the Company;
- Receipt of an email containing an automatically generated password for accessing the account; and
- Linking the email address provided to the registered account;
- Submission of all required Know Your Customer (KYC) documents, including proof of identity, proof of address, and any additional information requested by the Company, in accordance with applicable requirements.

3.1.5. By accepting this T&C, you hereby acknowledge that the separate documents, procedures, rules, terms, and conditions of the Payment Service Providers (“PSPs”) affiliated with the Company, which govern the administration of payment methods, shall be fully binding. You further agree to ratify such documents, procedures, rules, terms, and conditions, as they may apply to any funds under your control.

3.1.6. You also hereby acknowledge and ratify the legal documents, procedures, terms, and conditions associated with the use of the Company's official trading platforms and any affiliated platforms.

3.1.7. The Company's official trading platform is Upifex-trader (the "Trading Platform"), and it may, at its discretion, also provide other official trading platforms, including but not limited to Mobile Trader and Web Trader.

3.1.8. Upon successful registration, you shall receive an email containing your trading platform information, which will include your trading account number and password.

3.1.9. The Company does not guarantee any profits or returns from the use of its services or trading activities. The Client acknowledges that trading in financial markets involves significant risk, including the potential loss of the entire invested capital. The Company shall not be held liable for any loss, whether direct or indirect, resulting from the Client's trading activities.

3.1.10. The Company may, at its discretion, provide educational materials, including but not limited to informative articles, newsletters, videos, and other resources, for your convenience. However, you acknowledge that the Company is under no obligation to provide such materials at any specific time or on an ongoing basis.

3.1.11. You hereby acknowledge that all decisions regarding trading and investment activities on your trading platform and account are solely your responsibility. While the Company may offer trading portfolios that align with your experience and objectives, you accept full responsibility for all decisions made with regard to investing in or trading any financial instruments or assets offered by the Company.

SECTION 3.2. PROVISIONED ACCOUNTS

"Provisioned Accounts" refers to the types of trading accounts offered by the Company to facilitate the Client's access to the Company's services. These accounts may be pre-set with specific features, such as initial balances, margin limits, leverage ratios, and available instruments, as determined by the Company. Provisioned Accounts are designed to enable the Client to engage in trading according to the terms established by the Company. The Client acknowledges that the Company reserves the right to modify the terms, conditions, or features associated with Provisioned Accounts, including any funding requirements, account types, or available services. Additionally, Provisioned Accounts may be subject to certain restrictions, such as limited access to certain trading features, depending on the Client's account type or status.

3.2.1. Except where otherwise expressly stated, we hereby grant you a personal, non-exclusive, and non-transferable right to access and use the services provided under this T&C, subject to its terms and conditions.

3.2.2. You shall have the discretion to select the account type most appropriate for your needs. The live accounts made available hereunder may be utilized for the purpose of conducting transactions and engaging in trading activities.

3.2.3. We offer Live Accounts denominated in various currencies; however, should your local or functional currency not be available, you may select from the available currency options. Any funds deposited or withdrawn shall be subject to automatic conversion. You acknowledge and agree that conversion rates shall be applied systematically, and such rates are subject to fluctuations outside of our control.

3.2.4. For the purposes of this Agreement, a live account shall be deemed the standard or primary account type by default, governed by the terms of this T&C. The live accounts offered by the Company are categorized as follows and shall hereinafter collectively and individually be referred to as “Live Accounts”:

- Classic
- Pro
- Specialist
- Master
- VIP

3.2.5. The Company reserves the right to restrict access to certain account types based on jurisdictional limitations or other factors. We further reserve the right to modify, replace, or enhance the features of any account type as we deem appropriate.

3.2.6. Nothing herein shall be construed as an obligation on the part of the Company to open an account for you or any other user. We expressly reserve the right, at our sole discretion and without the need for explanation, to accept, reject, or cancel any request for account creation.

3.2.7. Should you require any modifications to the conditions or features of your account, such modifications shall only be made subject to the Company’s approval. Any such requests must be submitted in writing and sent to our official email address.

3.2.8. You acknowledge and agree that, in the event that your account remains inactive for a continuous period of no less than one (1) year, we may impose a maintenance fee to retain access to your account.

3.2.9. You further understand and agree that the Company retains the exclusive authority to close any trading account with a balance below USD 50.00, which represents the minimum threshold for maintaining an active account and engaging in investment activities. You bear sole responsibility for ensuring that your account balance does not fall below this minimum.

SECTION 3.3. COMBINED/JOINT ACCOUNTS

"Combined/Joint Accounts" refer to trading accounts held by two or more individuals or entities in which all account holders share joint ownership and responsibility for the management, funding, and activities conducted within the account. Each account holder has the authority to make deposits, withdrawals, and trading decisions on behalf of the Combined/Joint Account, unless otherwise specified. The Company will treat all account holders as authorized individuals, and each holder agrees to be jointly and severally liable for any debts, obligations, or liabilities incurred in connection with the account. The account holders acknowledge that the actions of any one holder (including, but not limited to, placing trades or making withdrawals) are binding on all parties, and that the Company is not liable for any disputes that may arise between joint account holders. The Company reserves the right to request the consent of all account holders for specific transactions or changes to the account.

3.3.1. It is hereby acknowledged that all live accounts are, by default, regarded as individual accounts, exclusively under the control of a single Client. Sharing such accounts with any unidentified third parties is strictly prohibited. Should you wish to share or establish an account with an authorized third party, the account shall be designated as a Joint Account (hereinafter referred to as the "Joint Accounts") and must be properly registered. The signatories of Joint Accounts are required to follow additional verification procedures to ensure compliance.

3.3.2. All account holders of a Joint Account are collectively referred to as "Authorized Signatories." Any one or more of the Authorized Signatories shall have the right to access the Joint Account, place trades, withdraw funds, and take any other actions regarding the account, unless otherwise agreed upon by all account holders and notified to the Company in writing. The Company shall not be liable for any disputes between the Authorized Signatories regarding the use or management of the Joint Account.

3.3.3. All transactions, including deposits, withdrawals, and fund transfers, may be initiated by any Authorized Signatory of the Joint Account, unless the Company is otherwise instructed in writing by all account holders. The Company reserves the right to request further verification or documentation from any of the Authorized Signatories

in the event of discrepancies or suspicious activity. The Company shall not be liable for any loss or dispute arising from unauthorized transactions initiated by one or more Authorized Signatories.

3.3.4. Each party holding a Joint Account shall have full access to and authority over the account and is empowered to act on behalf of all Clients associated with the Joint Account. The actions of any holder within the Joint Account shall be binding upon all Authorized Signatories. The Clients shall collectively hold ownership over the funds within the Joint Account, with the joint authority to make deposits and request withdrawals. All Clients holding a Joint Account are required to submit proof of identification ("POI") and proof of residence ("POR") in accordance with our verification procedures.

3.3.5. The Company may communicate with any one of the Authorized Signatories regarding account-related matters, including but not limited to account updates, transaction confirmations, or notifications of changes to the terms and conditions. Any communication sent to one Authorized Signatory will be deemed as communication to all joint account holders. The Company shall not be held responsible for failure of any Authorized Signatory to inform other account holders of such communications.

3.3.6. You hereby acknowledge that the Company shall not be held liable for any loss, damage, or dispute arising from discrepancies, contradictions, or conflicts of interest or instructions among the Clients. All Clients involved in a Joint Account shall bear joint and several liability in relation to the obligations of the account.

3.3.7. Each account holder of a Joint Account shall be jointly and severally liable for all obligations, debts, fees, charges, and any other liabilities incurred in connection with the Joint Account. In the event of any default, all parties to the Joint Account shall be fully responsible for the repayment of any outstanding balances, including any loss or damage arising from trading activity, regardless of individual involvement or agreement.

3.3.8. All Clients associated with a Joint Account may, subject to the terms and conditions for account termination set forth in this T&C, request to close the Joint Account. The termination of the Joint Account shall not relieve the involved Clients from fulfilling any outstanding obligations under this T&C.

3.3.9. Should any Client wish to convert a Joint Account into an individual account, a formal written request may be submitted, provided that all other Clients associated with the Joint Account consent to the conversion in writing. The Clients or holders of the Joint Account shall remain fully liable for all responsibilities and obligations related to the Joint Account until the conversion has been finalized.

3.3.10. In the event that two Clients of the Company wish to transfer funds from one Client's account to another, both parties may submit a formal written request to our official email address for approval. This request shall only be processed if both trading accounts are verified in accordance with the Company's requirements.

3.3.11. Any change to the details of the Joint Account, including the addition or removal of Authorized Signatories, must be submitted in writing and agreed upon by all account holders. The Company reserves the right to refuse any request that is not fully compliant with its internal policies or regulatory requirements.

3.3.12. In the event of the death or incapacity of any Authorized Signatory, the Company must be notified immediately. The Joint Account will remain operational, but the Company may require legal documentation (e.g., a death certificate, court order, or power of attorney) before taking any actions relating to the account, including withdrawals or modifications. The remaining Authorized Signatories will assume full responsibility for the account and its obligations.

3.3.13. A Joint Account may be terminated by any of the Authorized Signatories, with the consent of all other joint account holders, by providing written notice to the Company. Upon termination, any remaining funds will be distributed according to the instructions provided by the account holders. The Company reserves the right to refuse termination of the Joint Account if there are any outstanding liabilities or if it is not in compliance with regulatory or legal requirements. Each account holder remains liable for any obligations incurred prior to the termination of the Joint Account.

3.3.14. The Company retains the right, at its sole discretion, to restrict or suspend access to a Joint Account in the event of suspicious or fraudulent activity, non-compliance with legal obligations, or any breach of this Agreement. The Company shall not be held liable for any losses or damages incurred due to such actions, including any disputes between Authorized Signatories or unauthorized activities related to the Joint Account.

SECTION 3.4. SWAP FREE/ISLAMIC ACCOUNTS

"Swap Free/Islamic Accounts" refer to special types of trading accounts offered by the Company that do not involve the payment or receipt of swap or rollover interest, in compliance with the principles of Islamic finance. These accounts are designed for clients who are prohibited from engaging in transactions that involve interest (riba) under Sharia law. Instead of swap rates, the Company may apply alternative fee structures to these accounts, such as fixed fees or commissions. The Client acknowledges and agrees that the Company reserves the right to apply additional

conditions or charges for Swap Free/Islamic Accounts, which may vary from the terms applied to standard accounts. The Client further acknowledges that they must meet the eligibility criteria for opening a Swap Free/Islamic Account, and that the Company reserves the right to review and remove the Swap Free feature from any account if it believes the account is being used in a manner inconsistent with its intended purpose or if the account is found to be in violation of the Company's policies.

3.4.1. The Company hereby offers Sharia-compliant accounts or Non-Interest-Bearing Accounts in strict adherence to Islamic religious principles, wherein no interest is either received or paid. An Islamic Account shall only be granted upon the completion and submission of all requisite documentation, as well as fulfillment of all other conditions, subject to the Company's approval. Should you seek to convert your existing trading account into an Islamic account, you must duly comply with the procedures outlined by the Company, including providing supplementary documentation to substantiate your request for conversion. Upon the Company's approval of such a request, overnight interest or rollover fees shall be waived.

3.4.2. The Company reserves the exclusive right to reject any account conversion requests if they do not comply with the required procedures or if there is insufficient documentation to verify eligibility for such account type, platform, or service.

3.4.3. You hereby represent and warrant that you are fully aware that the use of an Islamic account and its associated services is subject to certain restrictions, including, but not limited to, the prohibition of holding positions or trades beyond five (5) business days.

3.4.4. You undertake to ensure that the Islamic account is used in strict compliance with Islamic Law, and that its usage is consistent with the principles governing such accounts. Any action or conduct that violates these principles may result in legal action, as well as restrictions on your continued use of the service.

3.4.5. The Company reserves the right to revoke your access to, or use of, the Islamic account, or to revert the account from Islamic to a standard live account, if it is determined that you have misused, abused, or mishandled the Islamic account in any way.

3.4.6. The Company is hereby authorized to reimburse any non-accumulated swaps or interest from executed positions prior to and subsequent to the account conversion (whether from a regular live account to an Islamic account or vice versa). The Company may also exercise its right to revoke any profits accrued during such trading periods, and to close or cancel any or all ongoing trades or pending orders.

3.4.7. In the event of a breach related to the misuse of an Islamic account, and following the reversal of swaps and interest charges, the Company reserves the right to impose additional interest charges, equivalent to the executed trades in your trading account. You acknowledge and agree that you are solely responsible for settling any outstanding dues arising from the improper use of a swap-free account and for assuming all liabilities resulting from such misuse.

3.4.8. You acknowledge that the collection of swap or rollover fees from your trading account is strictly prohibited. The act of collecting such fees shall constitute a breach of this T&C. Furthermore, you agree to be bound by the terms and conditions governing the operation of an Islamic account, which shall apply from the moment of your first use of such an account.

CHAPTER 4: PAYMENT TRANSACTIONS

SECTION 4.1. FUND TRANSFER (DEPOSIT)

"Fund Transfer (Deposit)" refers to the process by which the Client transfers money into their trading account with the Company in order to fund or increase their account balance. Deposits can be made via various methods provided by the Company, including but not limited to bank transfers, credit/debit cards, electronic wallets, and other payment systems accepted by the Company. The Client acknowledges that the deposit methods available may vary depending on the Client's location, account type, or the Company's policies, and that the Company reserves the right to modify or add deposit options at its sole discretion. All deposits are subject to verification and may be subject to transaction fees, processing times, and other conditions as specified by the Company or third-party payment providers. The Client is responsible for ensuring that sufficient funds are available for deposit and for any applicable fees or charges associated with the deposit process. The Company reserves the right to reject or cancel any deposit, at its sole discretion, in the event of fraud, suspicious activity, or non-compliance with the Company's policies.

4.1.1. The Company hereby provides a list of available funding methods for transactions, as indicated on our official website. These payment methods are exclusively made available to Clients for the purpose of depositing funds to facilitate their trading activities. The use of these payment methods for any purpose other than those expressly authorized herein is strictly prohibited.

4.1.2. In the event that certain payment options are unavailable or inaccessible, we shall provide alternative funding methods deemed appropriate for such transactions. The Company reserves the right to accept or reject any foreign deposits at its sole discretion.

4.1.3. The Payment Service Providers (hereinafter referred to as the “PSPs”) are responsible for imposing daily, weekly, and monthly transaction limits on your account. These limits may be subject to modification at intervals. You acknowledge that the Company may notify you of any changes or adjustments to such transaction limits imposed by the PSPs. You hereby agree to comply with the stipulated transaction limits, which are designed to mitigate the risk of fraud on the part of the Company and the PSPs.

4.1.4. By using our services, you hereby agree to comply with all operational conditions applicable to your trading account, including any precautionary measures implemented by the Company. You are solely responsible for all transactions conducted within your account. All deposits and withdrawals made through the Company will be subject to verification and recording.

4.1.5. You represent and warrant that you initiated all financial transactions executed within your account and are fully aware of all activities conducted therein.

4.1.6. You acknowledge and agree that currency conversion rates fluctuate continually. Given that such conversions are computed systematically, you hereby waive any claim against the Company for discrepancies between the system’s conversion rates and any personal computations of such rates.

4.1.7. All financial records related to your account are the exclusive property of the Company and shall be treated as confidential, except where disclosure is necessary. The Company is under no obligation to fulfill any request from you seeking to obtain your financial transaction records.

4.1.8. The Company collaborates with various banks, credit institutions, and financial providers to offer its services. Accordingly, the Company retains the right to disclose relevant Client data pertaining to the services provided to its affiliates.

4.1.9. You hereby certify that the funds used for conducting transactions are obtained through lawful means. In the event that the Company suspects or discovers that such funds were not obtained lawfully, the Company reserves the right to pursue legal action against you. Furthermore, any interest accumulated in your account may be suspended, restricted, or terminated upon such findings.

4.1.10. The Company shall process and authenticate each financial transaction performed by you on a daily basis. However, due to circumstances beyond our control, you acknowledge that deposited funds may take between one (1) to five (5) business days to reflect in your trading account.

4.1.11. You acknowledge and agree that certain deposit limits may apply based on the chosen payment method, Client verification status, and account type. The Company reserves the right to set and modify such limits, and you shall be informed of any applicable limits prior to making a deposit.

4.1.12. The Company reserves the right to cancel or reject any financial transaction that breaches this T&C. The Company is under no obligation to fulfill any transaction request that is non-compliant with this Agreement or any other applicable rules and regulations.

4.1.13. In the event that a third party seeks to transact on your behalf, the relevant third party must provide a Power of Attorney (the "POA") and a valid form of identification. Such documentation, accompanied by a written request, must be submitted to the Company's official email address for further verification. The Company reserves the exclusive right to reject any third-party transactions without providing an explanation. You bear full responsibility for any liabilities arising from any unverified financial transactions in your account.

4.1.14. You shall be responsible for any fees or charges levied by banks or third-party payment providers in connection with processing your financial transactions. You agree to promptly pay any additional charges incurred as part of such transactions.

4.1.15. You shall be solely responsible for any fees, commissions, or charges applied by third-party payment providers or financial institutions when making a deposit.

4.1.16. In the event that you deposit funds in a currency different from the currency of your trading account, you agree to bear any costs or fees associated with the conversion of the funds. The Company will convert the deposit at the prevailing exchange rate as determined by the payment provider.

4.1.17. You are obliged to provide the necessary documentation containing your financial information to enable the Company to authenticate relevant transactions. You acknowledge that processing times for different payment methods may vary, with credit card transactions typically reflecting instantly, whereas bank transfers may require additional time due to enhanced security measures.

4.1.18. You acknowledge and agree that the Company may require the submission of additional documentation to verify the origin of the funds deposited. The Company

reserves the right to delay or reject any deposit if such documentation is not provided or if the deposit cannot be verified.

4.1.19. All deposits made shall be subject to the Company's anti-money laundering procedures, and the Company retains the right to investigate any suspicious deposit activity and suspend or cancel any deposits suspected of violating relevant laws or regulations.

4.1.20. You acknowledge and agree that funds deposited into the trading account shall be used solely for trading purposes. The Company reserves the right to reject any deposit that is deemed to be for illegal or fraudulent activity or any other purpose not associated with your trading account.

4.1.21. Upon successful completion of a deposit, the Company shall provide you with confirmation of the deposit transaction, which may include details such as the amount deposited, transaction reference number, and the payment method used. You agree to review and verify the confirmation and report any discrepancies to the Company immediately.

4.1.22. Both the Company and the Client agree to comply with the terms and conditions stipulated by the PSPs and banks. In accordance with such terms, you shall receive any withdrawn funds through the same payment method used for the initial deposit.

4.1.23. You understand and agree that you may only deposit funds in the form of actual currency or money and not in the form of goods, services, or any other non-monetary assets.

4.1.24. You acknowledge that any attempt to reverse a deposit or initiate a chargeback with the payment provider will result in immediate suspension or official closure of your trading account and possible termination of your relationship with the Company. You further agree to bear all liabilities and costs incurred due to such chargeback actions.

SECTION 4.2. PROFIT PAYOUT (WITHDRAWAL)

"Profit Payout (Withdrawal)" refers to the process by which the Client requests and receives funds from their trading account, including any profits earned through trading activities, after meeting the necessary conditions set by the Company. The Client may request a withdrawal of profits subject to the availability of funds in their account and any applicable withdrawal limits, fees, or charges. The Client acknowledges that all withdrawal requests are subject to verification procedures and that the Company may require the Client to provide additional documentation or information to comply with regulatory requirements, anti-money laundering (AML) policies, or fraud prevention

measures. Profit withdrawals may be subject to conditions, such as minimum withdrawal amounts, and the Company reserves the right to decline or delay withdrawal requests if the Client's account is found to be in violation of the Company's terms, or if there are insufficient funds to cover the withdrawal.

4.2.1. Withdrawals from your account may be executed through the methods designated on our official website, subject to compliance with the terms and conditions set forth herein. You hereby acknowledge that verification of your account is a prerequisite to any withdrawal request. The process of verification is essential to safeguard against fraudulent or unauthorized transactions. The amount to be withdrawn shall not fall below the minimum withdrawal threshold nor exceed the available balance in your trading account. You further agree that, in order to complete the verification process, we may require additional documentation pertaining to your bank account.

4.2.2. The Company reserves the right to cancel or suspend the processing of any withdrawal request in the event of the occurrence of any of the following circumstances:

- The Client is suspected or proven to be engaged in fraudulent activities, including but not limited to market manipulation, fraud, or illegal trading practices.
- The margin in the Client's trading account is deemed insufficient.
- The Client's account balance is insufficient to cover the requested withdrawal amount, including any applicable fees or charges.
- The Client fails to provide the requisite documents or information within a period of one (1) month, including but not limited to bank account details.
- The Client cannot be contacted via the Company's official communication channels (email, phone) for a period exceeding one (1) month.
- The Client's account has been inactive or non-operational for a prolonged period, and the Company needs to verify the Client's intent or identity before processing the withdrawal.
- The Client's trading account has existing open/active trades running in the account.
- Missing, expired, or invalid documents such as proof of identity (POI), proof of residence, and other relevant information as requested by the Company.
- The Company detects any suspicious or potentially fraudulent activity in the Client's account or withdrawal request, including signs of money laundering, unauthorized access, or identity theft.
- The Client has not complied with the terms of this Agreement, including fulfilling all outstanding obligations toward the Company.
- A chargeback procedure has been initiated by the Client or their bank.

- There are any pending disputes, chargebacks, or unresolved claims regarding the Client's account or transactions.

4.2.3. You acknowledge and agree that the Company may require additional documentation to verify your identity, the source of the funds, and the legitimacy of the withdrawal request. This may include, but is not limited to, proof of identity, address verification, and bank account details. You agree to provide such documents upon request.

4.2.4. Withdrawals may be subject to anti-money laundering (AML) and Know-Your-Customer (KYC) procedures, and the Company reserves the right to investigate any suspicious activity or request additional documentation if required by law.

4.2.5. The Company reserves the right to delay or reject any withdrawal request if you fail to provide the necessary documentation or if the withdrawal cannot be properly verified.

4.2.6. In accordance with applicable payment service conditions, funds withdrawn will be remitted through the same method used for their initial deposit. However, should you desire to utilize an alternative withdrawal method, such a request must be submitted in writing and is subject to our approval.

4.2.7. Prior to submitting a withdrawal request, you must ensure that no pending or active trades are present in your account, as such requests may be rejected in the event of non-compliance. Additionally, you agree that your account must maintain a balance equal to or greater than the amount of the withdrawal request.

4.2.8. During the period of share reservation completion, profits generated may be withdrawn, contingent upon the Client's positive account performance and the account balance exceeding the required amount for the reserved quota, provided that all withdrawal requirements are duly satisfied.

4.2.9. Upon approval of your withdrawal request, you acknowledge and agree that the equivalent percentage of the withdrawal amount will be deducted from your available credit/bonus funds.

4.2.10. The minimum permissible amount for processing an international wire transfer withdrawal is 50.00 USD. Should the requested withdrawal amount fall below this threshold, an alternative method of withdrawal will be provided by the Company.

4.2.11. You may only request a withdrawal that is equal to or greater than the minimum withdrawal amount according to each payment method available. The Company

reserves the right to update or change the minimum withdrawal amount at its discretion.

4.2.12. In the event that the withdrawal request is below the required minimum, the Company may refuse to process the withdrawal or charge additional fees to process the transaction.

4.2.13. The Company will process withdrawal requests within a reasonable timeframe, typically within 2 to 7 business days. However, the time required for the funds to appear in your account may vary depending on the payment method used. You acknowledge that the Company is not responsible for delays caused by third-party financial institutions or payment service providers.

4.2.14. The Company shall not be liable for any delays in withdrawal processing caused by technical issues, errors, or circumstances beyond its control, including, but not limited to, banking holidays, payment provider limitations, or delays from third-party financial institutions.

4.2.15. In the event that an incorrect withdrawal amount is credited to your account, you are hereby required to notify the Company without undue delay. It is expressly understood that any shortfall in the amount received may, in most instances, be attributable to charges, fees, or deductions imposed by your financial institution. You hereby acknowledge that any attempt to submit a fraudulent claim in relation to the withdrawal amount shall constitute a breach of this T&C and may result in legal proceedings, including but not limited to civil or criminal penalties.

4.2.16. You hereby acknowledge that the Company shall not be held liable for any negligence, insolvency, or other deficiencies attributable to third-party banks or financial institutions handling your funds.

SECTION 4.3. REFUND

"Refund" refers to the process by which the Company returns funds to the Client's account or payment method following a request or under specific circumstances, such as an overpayment, technical error, or cancellation of services. The Client acknowledges that refunds may only be granted under certain conditions, as determined by the Company, and may be subject to the Company's policies, including verification procedures, processing fees, and timeframes. Refund requests must be made within a reasonable period after the transaction, and the Company reserves the right to reject or deny any refund request that does not meet the applicable criteria or is related to prohibited activity. The Client further acknowledges that the Company is not obliged to

provide a refund for trading losses, including losses arising from market fluctuations or client actions in relation to their trading activities.

4.3.1. Clients may request a refund of funds deposited into their trading account within fourteen (14) days of the account's registration date (hereinafter referred to as the "Refund Period"). Any refund request submitted within the Refund Period shall be processed by the Company in accordance with the applicable payment methods.

4.3.2. Beyond the Refund Period, any request for the return of deposited funds shall no longer be eligible for a refund. In such cases, the Client shall be required to submit an official withdrawal request through the Company's official website, and such request will be processed in accordance with the withdrawal procedures outlined herein.

4.3.3. The Client acknowledges that once a withdrawal has been completed and the funds have been transferred to the Client's designated card/bank account, the Company is under no obligation to refund or reverse the transaction. Any request for a refund will be subject to the Company's refund policy, and the Client must provide justifiable reasons for such a request.

4.3.4. The Company reserves the right to refuse any refund request if it falls outside the specified Refund Period, and no refunds shall be provided for deposits made beyond fourteen (14) days.

SECTION 4.4. COMMISSION AND FEES

"Commission and Fees" refer to the charges applied by the Company to the Client in exchange for the use of the Company's services, including but not limited to the execution of trades, the maintenance of accounts, and access to trading platforms. These charges may include, but are not limited to, transaction fees, spread markups, overnight financing fees (swaps), or any other charges as disclosed by the Company. The Company reserves the right to modify, introduce, or remove any commissions or fees at its sole discretion. The Client agrees to pay all applicable commissions and fees in accordance with the terms outlined by the Company at the time of the transaction or service. The Client acknowledges that these fees may vary depending on the account type, payment method, and other factors specific to the Client's trading activity. Failure to pay applicable commissions or fees may result in restrictions on the Client's ability to use the Company's services or the suspension/termination of the Client's account.

4.4.1. By entering into this Agreement, you hereby agree to bear all fees and charges imposed on your trading account, which may include, but are not limited to, the Bid and Ask prices, rollover fees, and any additional fees that may arise due to your continued

use of the Company's services and facilities. You hereby acknowledge that you are solely responsible for determining the applicable fees.

4.4.2. You shall remain liable for any additional fees that may be levied by banks, payment service providers (PSPs), or other third-party financial institutions. These additional charges may include value-added tax (VAT), rebates, profits, shares, and other tax duties, as applicable.

4.4.3. The Company reserves the right, at its sole discretion, to amend the fees imposed from time to time. By continuing to access and utilize the services provided by the Company, you hereby consent to any such amendments. The fees that may be adjusted include, but are not limited to, swaps, rollovers, commissions, and spreads, which may fluctuate in response to market conditions without prior notice.

4.4.4. You acknowledge and agree to settle any fees that may be applied periodically, including rollover fees, service fees, and trading commissions. This may also include fees charged to trading accounts that fail to meet the Company's statistical requirements. Additionally, an annual interest rate of 4% may apply, along with daily interest rates determined based on your trading account's activity.

4.4.5. You hereby acknowledge and accept that the Company may charge fees to your account if it fails to meet the Company's statistical and operational requirements.

4.4.6. Payment for any additional fees shall be due as per the respective due dates set forth by the Company. You agree to ensure the timely payment of all fees prior to the respective due dates. Failure to do so may result in the termination of your account or the initiation of legal proceedings by the Company.

4.4.7. Should you wish to terminate your services with the Company, you shall submit a written notice of such intent. You are hereby required to ensure that no outstanding obligations remain with the Company prior to the termination of the services.

CHAPTER 5: TRADING POLICIES

SECTION 5.1. PLATFORM AND SYSTEM

"Platform and System" refers to the software, technology, and infrastructure provided by the Company that enables the Client to access the Company's trading services, including the execution of trades, monitoring of account activity, and utilization of trading tools. This includes, but is not limited to, the Company's online trading platform(s), mobile applications, websites, servers, and any related systems or

interfaces necessary for the Client to engage in trading activities. The Company grants the Client a limited, non-exclusive, non-transferable license to use the Platform and System solely for the purposes of executing trades, accessing market data, and utilizing the features offered by the Company. The Client agrees to use the Platform and System in compliance with all applicable laws and regulations, and acknowledges that the Company may, at its sole discretion, modify, suspend, or discontinue access to the Platform and System at any time. The Client further acknowledges that the Company does not guarantee the uninterrupted availability or performance of the Platform and System, and that technical issues, maintenance, or other disruptions may occasionally impact access to or functionality of the services.

5.1.1. The Company provides the Client with access to its trading platform and related systems for the purpose of engaging in financial instrument trading. The Client acknowledges that access to the platform/system is granted subject to the terms and conditions of this Agreement and that the Company reserves the right to modify, suspend, or terminate access to the platform/system at any time without prior notice, and without liability to the Client.

5.1.2. The Client agrees to take all reasonable precautions to safeguard the security and confidentiality of their login credentials, including username, password, and any other authentication information required for access to the Platform. The Client is fully responsible for all activities carried out under their account, whether or not authorized, and the Company shall not be held liable for any unauthorized access or use of the Platform resulting from the Client's failure to protect their account credentials.

5.1.3. The Company will use commercially reasonable efforts to ensure the Platform is available for use by the Client. However, the Client acknowledges that the Company does not guarantee continuous, uninterrupted, or error-free access to the Platform. The Company is not liable for any delays, interruptions, or outages in the Platform's availability, including those arising from server failures, internet connection issues, maintenance periods, or other circumstances beyond the Company's control.

5.1.4. Subject to the provisions of this T&C hereunder, the Company hereby grants to you a non-exclusive, non-transferable, and limited right to access and use the trading platform made available by the Company for the purpose of engaging in trading activities within the financial markets. You acknowledge and agree that such authorization is conditional upon your status as an official Client of the Company.

5.1.5. You may be subject to additional restrictions and conditions of use regarding access to the trading platform, which may be communicated to you from time to time. You hereby agree that failure to comply with any such restrictions or conditions may

result in the restriction, suspension, or termination of your access to the trading platform and/or the services provided hereunder.

5.1.6. You should access and utilize the trading platform exclusively for its intended purposes, as set forth in this T&C. The Company reserves the right to restrict, suspend, or terminate your access and use of the trading platform and/or services hereunder, without prior notice, in the event of any misuse, breach of the terms and conditions of the trading platform, or violation of this T&C.

5.1.7. Upon successful registration with the Company, all relevant materials, information, and login credentials for accessing the trading platform shall be provided to you by email. It is your sole responsibility to maintain the confidentiality and security of such credentials.

5.1.8. The Client is solely responsible for ensuring that their hardware, software, and internet connection meet the minimum technical requirements necessary to access and use the Platform. The Company shall not be liable for any failures, delays, or technical issues arising from the Client's failure to maintain adequate system resources or from issues with third-party software or equipment.

5.1.9. Notwithstanding anything to the contrary herein, the authority and rights of the Company hereunder shall remain unaffected by any underperformance of the trading platform. You hereby acknowledge that delays, execution failures, or other trading-related issues may occur as a result of factors beyond the Company's control.

5.1.10. The Company does not and cannot guarantee that the trading platform will operate continuously or without interruption. The Company shall not be liable for any delay or failure in the performance of any transaction or for any loss or damage arising from technical malfunctions, including but not limited to power interruptions, software installation failures, security breaches, viruses, or inadequate internet connectivity, which may result in loss of data, commercial damage, or interruption of trading activities.

5.1.11. The Company reserves the right to amend, modify, or adjust this T&C with respect to the trading platform hereunder, of which modifications shall take immediate effect upon their implementation. Such modifications may also include changes to market and platform conditions, including but not limited to leverage, spread, contract size, and other trading provisions. Your continued use of the trading platform and services shall be deemed to be your acceptance and agreement to any such modifications. The Company is not obliged to provide prior notice or justification for any such changes.

5.1.12. The trading platform and all associated content, including but not limited to software, data, designs, and intellectual property, constitute the exclusive property of the Company. You hereby warrant that you will not, under any circumstances, alter, copy, duplicate, resell, or redistribute the trading platform or any of its associated components for any personal gain or commercial benefit. The Company reserves the right to take appropriate legal action against you in the event of any breach of its intellectual property rights.

5.1.13. The Client agrees not to engage in any activity that could damage, disrupt, or interfere with the functionality of the Platform or the Company's systems, including but not limited to attempting to hack or gain unauthorized access to the Platform, transmitting viruses or malware, or engaging in any conduct that may overload the Platform's servers or disrupt its operation.

5.1.14. You hereby acknowledge and agree that certain trading activities, including but not limited to scalping, the use of expert advisors, arbitrage, and the use of any software intended to manipulate or falsify trading activity on the platform, are strictly prohibited. The Company reserves the right to terminate, invalidate, or remove your trading account and any profits accumulated therein if it is determined that you have engaged in any such prohibited activities.

SECTION 5.2. MARKET INFORMATION & INVESTMENT RECOMMENDATION LIMITATIONS

"Market Information & Investment Recommendation Limitations" refers to the provision of general market data, analysis, and any recommendations related to trading opportunities or strategies by the Company to the Client. The Company may provide access to real-time market information, news, charts, analysis tools, and educational materials, but such information is for informational purposes only and does not constitute financial or investment advice. The Client acknowledges that the Company does not guarantee the accuracy, completeness, or reliability of any market information or investment recommendations provided, and that any trading decisions made based on such information are solely the responsibility of the Client. The Company explicitly disclaims any liability for any losses or damages resulting from reliance on such information. The Client further acknowledges that the Company is not obligated to provide personalized investment advice or recommendations, and that any recommendations given by the Company, whether expressed or implied, should not be construed as an offer or endorsement to trade or invest in any particular financial instrument.

5.2.1. The Company may, at its sole discretion and without any obligation, provide you with various trading materials, including but not limited to market data, signals, fundamental and technical analysis, data, news articles, reports, statistical analysis, educational videos, and electronic books (hereinafter referred to as the “Market Information”). The Company may, furthermore, offer recommendations, analyses, and other forms of assistance in trading, but it is not required to do so. Furthermore, the Company makes no representations or warranties regarding the accuracy, completeness, or reliability of the Market Information and disclaims any liability for any errors, omissions, or inaccuracies in such information.

5.2.2. You hereby acknowledge and agree that the market information, recommendations, and trading assistance provided by the Company do not, in any way, constitute legal, tax, or investment advice. The Company does not and cannot make any express or implied representations regarding the potential profitability or income arising from the use of such materials or assistance. You remain solely responsible for the interpretation, application, and execution of any recommendations or materials provided by the Company.

5.2.3. The Company makes no guarantee as to the accuracy, timeliness, or completeness of any Market Information or investment recommendations provided to the Client. The Client understands that market conditions are subject to rapid and unpredictable changes, and the Company does not guarantee the profitability of any trading strategy or the accuracy of any forecasts or predictions.

5.2.4. You acknowledge and agree that the market information provided by the Company is for informational purposes only and should not be relied upon as the sole basis for making any trading decisions. As such, the unauthorized redistribution, disclosure, or dissemination of any information originating from the Company is strictly prohibited. You represent and guarantee that you are fully aware of all applicable laws that govern the use and dissemination of such market information.

5.2.5. Nothing contained herein shall be construed as an offer or solicitation to buy or sell any securities or financial instruments via the Company’s trading platforms. Only those entities duly registered as brokers, dealers, or investment advisers with the appropriate federal and state regulatory authorities, including those in the United States and its territories, may provide such financial services to residents of the United States, unless an exemption from such registration is applicable for the specific type of transaction or product involved.

5.2.6. All Market Information and investment-related content provided by the Company, including any analysis or commentary, is subject to change without notice. The

Company makes no express or implied representations regarding the suitability, legality, or appropriateness of any particular investment, and no part of the Company's services constitutes an offer or solicitation to engage in trading activities or financial investments.

5.2.7. The Company is not obliged to update, modify, or correct any Market Information once it has been made available to the Client. The Client acknowledges that Market Information may become outdated, inaccurate, or irrelevant over time, and the Company makes no obligation to provide updates, corrections, or replacements for any such information.

SECTION 5.3. MARKET ORDERS AND TRANSACTIONS

"Market Orders and Transactions" refer to the process by which the Client places orders to buy or sell financial instruments (currencies, stocks, shares, commodities, or other financial products) at the current market price available at the time of the order. A Market Order is an order to buy or sell an instrument immediately at the best available price in the market, subject to the liquidity and conditions of the market at that moment. Once a Market Order is placed, it is executed automatically, and the Client acknowledges that the execution of such orders may be subject to slippage, where the final execution price may differ from the quoted price due to fluctuations in the market.

The Company provides the execution of Market Orders and Transactions through its Platform, and the Client agrees to abide by all applicable rules and conditions set forth by the Company when placing such orders. The Client acknowledges that the Company does not guarantee the execution of any order at a specific price, and that the execution of orders may be impacted by factors such as market volatility, liquidity, or technical issues. The Company further reserves the right to refuse or cancel any Market Order or Transaction if it believes the order is placed in violation of these Terms and Conditions, or due to abnormal market conditions or errors in the order process.

5.3.1. It is hereby understood that the financial instruments provided by the Company may not be suitable for all investors or traders. As such, it is the sole responsibility of the Client to assess and determine the appropriateness of each financial instrument for their trading activities. These financial instruments may include, but are not limited to, currencies, cryptocurrencies, stocks, shares, equities, commodities, indices, futures, and derivatives.

5.3.2. The Client warrants that their knowledge, experience, objectives, and intentions are appropriate for the services rendered by the Company, including the suitability of the financial instruments employed in their investments. The Company may provide market

advice, financial portfolios, and trading materials; however, it is the Client's duty to ensure that they fully comprehend the information provided. Acceptance and use of any such materials shall be deemed an acknowledgment that the Client has thoroughly evaluated and understood the content.

5.3.3. By initiating an order or trade, the Client hereby acknowledges and accepts the risks associated with price slippage or market gapping, which may result from market price fluctuations. The Company shall not be held liable for the consequences of market volatility, regardless of whether such fluctuation is to the Client's advantage or disadvantage.

5.3.4. The Client acknowledges that, in volatile market conditions, there may be a difference between the price at which a Market Order is placed and the price at which it is executed. Such difference, commonly known as "slippage," may occur due to fluctuations in the market between the time the order is submitted and the time it is executed. The Company does not guarantee execution at the price specified in the Market Order and shall not be held liable for any resulting losses due to slippage.

5.3.5. The Client understands and agrees that each market transaction involves at least two parties (the "Counterparties"). In this context, the Company acts as the Client's counterparty for each order or trade. The Client further acknowledges that all trades and orders are non-transferable and non-delegable to another trading account, Client, or entity.

5.3.6. The Company shall not be liable for advising the Client on the merits, suitability, or appropriateness of any trade or contract entered into under this Agreement. The Company does not monitor Client investments nor provide regular updates or notifications regarding the status of the Client's account, positions, or trades. The execution of any order by the Company shall not be construed as approval or endorsement of the trade or order.

5.3.7. The Company may only accept orders and trades pertaining to existing financial instruments with valid specifications. The Company reserves the right, at its sole discretion, to adjust the price quote of any order, which shall take immediate effect.

5.3.8. The price quotes and maximum leverage offered to the Client may vary based on the Client's account status or proficiency, and such terms may differ from those available to other Clients. The Company reserves the right to modify, cancel, or refuse any price quotes or spreads at any time without prior notice, and without the obligation to justify such actions.

5.3.9. By entering or executing an order or trade, the Client confirms their full understanding of the General Risk Disclosure and acknowledges the associated requirements of the order or trade. The Client is free to execute any available financial instrument or asset, provided such execution complies with this Agreement, the General Risk Disclosure, and any other applicable agreements. In the event that the Client submits an order via email or another medium outside the trading platform, such request shall be subject to the Company's approval.

5.3.10. The Client acknowledges and agrees that the price of a financial instrument or asset may vary from the price initially quoted or at the time of entering the trade or order, which may be influenced by factors such as market volatility during the execution of the order. The Client further acknowledges the potential positive and negative effects that market fluctuations may have on their investment.

5.3.11. Once a Market Order has been executed, it cannot be modified or canceled. The Company reserves the right to refuse any order modification or cancellation requests at its sole discretion, particularly in circumstances where it may result in market disruption or other adverse effects.

5.3.12. The Company reserves the right to reject, cancel, or refuse to process any Market Order in the event of unusual market conditions, errors in the Company's systems, or any suspicion of fraudulent activity. The Client acknowledges that the Company has the sole discretion to determine whether any such conditions apply, and the Company shall not be held liable for any losses or damages resulting from such rejections or cancellations.

5.3.13. The Company reserves the right, in its absolute discretion, to refuse or cancel any order or price quotation request from the Client if the relevant financial instrument is restricted from execution or for other reasons as deemed appropriate by the Company. The Company may also impose restrictions on the volume and frequency of orders executed by the Client.

5.3.14. The Client ensures that all details and specifications of their trade or order are accurate and complete. By using the trading platform, the Client warrants their knowledge of the risks associated with the overall status of their trading account. The Client assumes full responsibility for any consequences resulting from inaccurate, incomplete, or erroneous information provided in their trade or order.

5.3.15. The Client is hereby bound to fulfill all obligations arising from their submission of an order or trade. The Client is responsible for completing and implementing their position, regardless of the method by which the trade or order is submitted or executed.

5.3.16. The Client acknowledges and agrees that they are aware of the inherent risks posed by market forces beyond the Company's control, including, but not limited to, market volatility, data latency, and internet connection speeds. In the event of such uncontrollable market conditions, the Company may, but is not obligated to, provide a resolution in accordance with this Agreement.

5.3.17. The Client is responsible for the proper management and monitoring of executed and ongoing trades. The Company reserves the right to restrict or prohibit the execution of certain financial instruments or assets that exceed maximum risk levels, limit liquidity, or are otherwise deemed inappropriate by the Company. The Client acknowledges that pending orders and trades will be executed automatically and sequentially. In case of execution conflicts, the Client may contact the Company through email or other communication means.

5.3.18. The Company may, at its sole discretion, restrict, prohibit, withhold, or close any trade or order on grounds including, but not limited to, fluctuating market forces or insufficient funds in the Client's trading account.

5.3.19. Trades and orders may be closed manually via the trading platform, potentially resulting in overnight trades that incur rollover fees. The Client acknowledges and accepts the risks associated with financial investments, which may result in capital losses. The Client further acknowledges that failure to close a trade or order prior to its expiration may lead to automatic closure, regardless of the floating profit or loss.

5.3.20. The Company shall not be liable for failure to execute any Market Order or Transaction due to events beyond its control, including but not limited to, acts of war, natural disasters, network failures, power outages, or other force majeure events. In such cases, the Company reserves the right to suspend, delay, or cancel any pending or executed orders without liability.

5.3.21. The Client acknowledges and agrees that all Market Orders and Transactions carry inherent risks, including but not limited to the risk of loss due to price fluctuations, technical failures, or systemic risks. The Company is not liable for any losses or damages incurred by the Client as a result of executing Market Orders, including losses due to slippage, order rejection, or failure to execute orders in a timely manner.

5.3.22. The Client agrees that any Market Order placed using their account must be authorized by them and must comply with the terms of this T&C. The Company reserves the right to investigate any suspected unauthorized, fraudulent, or suspicious Market Orders, and to take appropriate action, including suspending or terminating the Client's account, withholding funds, or reporting to relevant authorities, as deemed necessary.

5.3.23. The Client acknowledges that the Company may impose limits on the size or volume of Market Orders based on market conditions, regulatory requirements, or operational capacity. The Company reserves the right to modify these limits at its sole discretion and without prior notice to the Client.

5.3.24. Any order, trade, or position may be subject to automatic closure if the trading account is deemed stable or meets the required standards, which may allow for the transfer to another liquidity provider, in accordance with this Agreement. The Client acknowledges that the expiration of a financial asset or contract may result in its automatic closure if it has not been closed beforehand.

5.3.25. If the Client has a pending contract or share reservation that has not been executed, the corresponding percentage of the trade will be deducted from the Client's trading account based on the asset's leverage, ranging from 1% to 5%. The Company reserves the right to act in the Client's best interest by closing an ongoing trade in split lots to mitigate any floating loss.

5.3.26. Any scalping trades will be canceled unless they have been appropriately reserved with the relevant provider. Any profits generated from such trades may be rendered null and void.

CHAPTER 6: DATA AND DOCUMENTATION

SECTION 6.1. USER INFORMATION AND DOCUMENTATION

"User Information" refers to any and all personal, financial, and account-related data provided by the Client to the Company during the registration, account creation, or ongoing use of the Company's services. This includes, but is not limited to, the Client's name, address, email, phone number, date of birth, financial details, trading preferences, identification documents, transaction history, and any other information necessary for the Client's use of the Company's trading platform and services. The Company collects and processes User Information for the purposes of account verification, compliance with regulatory requirements, facilitating trading activities, and providing customer support. The Client agrees to provide accurate, complete, and up-to-date User Information and acknowledges that the Company may use, store, and share this information as necessary for the provision of its services, in accordance with the Company's Privacy Policy and applicable data protection laws. The Client also agrees to

notify the Company of any changes to their User Information to ensure that the records remain accurate and up-to-date.

6.1.1. The Client agrees to provide true, accurate, current, and complete information when registering, updating, or maintaining their account with the Company, including but not limited to personal details, financial information, and any other information necessary to facilitate the use of the Company's services. The Client acknowledges and agrees to update such information promptly if any changes occur. Failure to provide accurate information may result in the suspension, restriction, or termination of the Client's account at the sole discretion of the Company.

6.1.2. You hereby warrant that all required information and documentation shall be promptly provided prior to the commencement of account verification in accordance with the Company's Know Your Customer (KYC) Procedure. All information provided during the registration process must be true, accurate, and complete.

6.1.3. The Company reserves the right to verify the information provided by the Client at any time, including through the use of third-party verification services. The Client agrees to submit any requested documentation, such as proof of identity, address, or source of funds, to enable the Company to comply with applicable regulatory, anti-money laundering (AML), and know-your-customer (KYC) requirements. The Company may, at its discretion, suspend, restrict or terminate the Client's account and its services if the Client fails to provide the necessary documentation or if the information provided is found to be false, incomplete, fraudulent, misleading, or in violation of applicable laws and regulations.

6.1.4. By agreeing to this T&C, you acknowledge and accept the obligation to comply with any additional documentation requirements that the Company may request. Such requirements may be contingent upon your jurisdiction or the payment method you select, in line with the Company's KYC Procedure. Additional documentation may include, but is not limited to, proof of identity, proof of address, and bank account details.

6.1.5. During the registration process, you are required to provide further personal details, including, but not limited to, your full name, date of birth, residential address, occupation, financial standing, and contact information, including a phone number and email address. These details shall be used to create your trading account and to assign an account number.

6.1.6. The Company is committed to protecting the confidentiality and security of the Client's User Information. By providing User Information, the Client consents to the collection, storage, and processing of such information by the Company in accordance

with the Company's Privacy Policy, as updated from time to time. The Client acknowledges that, as part of the services provided, the Company may share User Information with third-party service providers, regulators, or authorities as required by applicable laws or regulations.

6.1.7. While the Company employs reasonable measures to protect the confidentiality and security of User Information, the Client acknowledges and agrees that no security system is completely foolproof. The Client agrees to take appropriate measures to safeguard their login credentials, passwords, and other account-related information. The Company shall not be held liable for any unauthorized access to or use of the Client's account resulting from a failure to maintain the confidentiality of User Information or login credentials.

6.1.8. In the event you register via the Company's official website or engage in any financial transactions on your trading account, the Company shall be entitled to collect personal information from you, which may be shared with the Company's affiliated banks and payment service providers (PSPs).

6.1.9. The Company reserves the exclusive right to reject or invalidate your registration or any existing account if the information provided is found to be false or incomplete. Any amendments to your personal information must be promptly communicated to the Company in order to maintain accurate and current records.

6.1.10. Furthermore, the Company retains the right to reject any documents or information submitted if they are deemed invalid, incomplete, outdated, or otherwise incorrect as per the Company's requirements. In such circumstances, you hereby agree to promptly rectify the situation by providing the correct documentation or information to avoid potential issues with your account or transactions.

6.1.11. In the event of loss of access to your registered email address, you are hereby required to notify the Company in writing via email before submitting any complaint, request for termination of this Agreement, or any claim.

6.1.12. You hereby acknowledge and consent that the Company is authorized to retain and store any information derived from the documents you submit to the Company. Furthermore, the Company reserves the right to record and retain all communications, including but not limited to telephone conversations, emails, live chat interactions with customer support, and other forms of correspondence exchanged between you and the Company. Such records shall be retained solely for purposes of quality assurance, regulatory compliance, and business operations.

6.1.13. It is understood and agreed that all financial transactions undertaken by you, the Client, may be recorded and stored by the Company. The details of such transactions may be shared with, or accessed by, affiliated banks and relevant payment service providers (PSPs) for the purpose of processing transactions and complying with applicable regulations.

6.1.14. All communication records and any other information exchanged between you and the Company shall become the exclusive property of the Company. Such records shall be maintained indefinitely, subject to the Company's Privacy Policy. The Company shall treat such records as confidential and shall implement appropriate security measures to safeguard the information from unauthorized access. Access to such information may be restricted, irrespective of whether your account remains active or dormant.

6.1.15. You hereby acknowledge that the communication records and documents exchanged between you and the Company may be utilized as evidence in legal proceedings, in accordance with applicable laws. The Company may disclose such records for lawful purposes, including but not limited to providing evidence in court proceedings or complying with requests from government authorities.

6.1.16. The Company shall not be obliged to disclose any communication records or data it collects, including internal business records, and reserves the right to deny requests for such information.

6.1.17. The Company may, at its sole discretion, disclose any collected records to its affiliates, including but not limited to banks, financial institutions, and service providers, for legitimate business purposes. Such records may encompass, without limitation, Know Your Customer (KYC) documents, transactional information, and other relevant data.

6.1.18. You acknowledge that you shall not record telephone conversations with the Company's employees without prior notification to the Company. Additionally, you are prohibited from publicly disclosing any internal documentation, internal correspondence, or personal communications related to the Company, where such disclosure may damage the Company's reputation. Any violation of this confidentiality requirement may result in the imposition of fines, as determined by the Company.

SECTION 6.2. DIGITAL SIGNATURE AND ELECTRONIC CONSENT

"Digital Signature and Electronic Consent" refer to the use of electronic methods to signify the Client's agreement to, and acknowledgment of, the terms and conditions set forth in this Agreement and any related documentation provided by the Company. By accessing, using, or creating an account with the Company, the Client acknowledges and agrees that their electronic consent, including but not limited to, clicking "I Agree" or submitting any form electronically through the Company's website or trading platform, constitutes a legally binding digital signature. The Client further agrees that this electronic consent holds the same legal force and effect as a handwritten signature and is enforceable under applicable electronic signature laws and regulations, including the Electronic Signatures in Global and National Commerce Act (E-Sign Act) and other relevant jurisdictional regulations.

The Client agrees that all agreements, notices, disclosures, and other communications provided by the Company in connection with this Agreement, including those relating to the opening, operation, and maintenance of their account, may be provided electronically. The Client acknowledges that by electronically consenting to these terms, they waive any right to require paper copies of documents and agree to receive such documents in electronic format via the Company's platform, email, or other electronic means.

The Client further agrees that their electronic consent is irrevocable, and that the Company may rely upon this consent in lieu of a physical signature, provided the consent is made in accordance with the Company's procedures and the applicable law.

6.2.1. You hereby acknowledge and agree to the use of electronic signatures in relation to all electronic transactions, communications, and documents. You further affirm that your electronic signature shall have the same legal effect as your handwritten signature and will be binding in accordance with the terms set forth herein.

6.2.2. It is understood that electronic documents, forms, instructions, and communications may be sent to you via email. In the event that your registered email address becomes temporarily or permanently inaccessible, or if you alter your registered email address, you hereby undertake to notify the Company immediately to avoid any potential issues or delays in the receipt of such electronic communications.

6.2.3. By engaging in electronic communications with the Company, you consent to receive notifications, updates, and other documents solely via electronic means. You agree that such communications shall be deemed legally binding, regardless of whether the Company has received any acknowledgment of receipt from you, provided that they are sent to the registered email address on file.

6.2.4. You hereby acknowledge that the security of electronic communications cannot be guaranteed. You agree to bear sole responsibility for ensuring the confidentiality and security of your login credentials, email address, and any other means of communication used in relation to your account. The Company shall not be liable for any loss or damage arising from unauthorized access to your account or any email communications.

6.2.5. You agree that by electronically signing or authorizing any transaction, you are providing your explicit consent to such a transaction or agreement. You further understand that any transaction or instruction transmitted through your registered electronic communications means (including but not limited to email, trading platform, or other electronic systems) is considered legally binding and that you shall be held responsible for any resulting obligations.

6.2.6. You acknowledge and agree that the Company reserves the right to request confirmation from you for any future changes to your preferred method of communication or signature. In the event you wish to withdraw or modify your consent to receive electronic communications or provide an electronic signature, you must promptly notify the Company in writing. However, such withdrawal shall not affect the validity of prior transactions executed during the period of your consent.

6.2.7. The Company reserves the right to retain electronic records of your communications, documents, and transactions for a period of time as deemed necessary, and in accordance with applicable law and the Company's data retention policy. You acknowledge that such records shall be maintained for evidentiary purposes, and you agree not to dispute the authenticity of electronic records once submitted and accepted by the Company.

6.2.8. You agree to take full responsibility for any errors, omissions, or unauthorized use of your electronic signature, including the execution of any unauthorized trades or instructions. The Company shall not be held liable for any financial loss or damage resulting from invalid, incorrect, or unauthorized electronic transactions, unless caused by the Company's gross negligence or willful misconduct.

CHAPTER 7: ACCOUNT USAGE AND PERMISSIONS

SECTION 7.1. ACCOUNT AND PLATFORM USAGE

"Account and Platform Usage" refers to the Client's access to and use of the Company's trading platform(s), associated services, and any accounts created or maintained in the Client's name. The Client acknowledges that the platform(s) provided by the Company is intended solely for legitimate trading activities related to the financial instruments offered by the Company. The Client agrees to use the account and platform only for lawful purposes and in accordance with the terms and conditions of this T&C, any applicable regulations, and the Company's internal policies.

The Client is responsible for maintaining the confidentiality and security of their account credentials, including usernames, passwords, and other authentication information. The Client agrees not to share their account details or allow any third party to access or use their account. The Client acknowledges that they are solely responsible for any actions taken under their account, including unauthorized use or access by third parties, and agrees to promptly notify the Company of any suspected unauthorized access or security breaches.

The Company reserves the right to monitor the use of the Client's account and platform usage to ensure compliance with this Agreement and to prevent fraud, abuse, or any other unauthorized activities. The Company may, at its sole discretion, suspend, restrict, or terminate the Client's account or access to the platform if it determines that the Client has violated any terms of this Agreement, engaged in fraudulent activity, or used the platform for any unlawful purpose.

The Client acknowledges that the Company may update, modify, or suspend the platform and its features at any time without prior notice, provided that such actions do not materially affect the Client's ability to access and use their account for trading purposes.

7.1.1. Upon successful registration with the Company, you will be provided with the necessary details to access your trading account and platform. Thereafter, you are hereby authorized to engage in financial transactions and trading activities through your account in accordance with these T&C.

7.1.2. You are hereby obligated to maintain the confidentiality of your access information, including but not limited to your registered email, account number, username, and password. You should not disclose this access information to any third party. Furthermore, you agree to log off from any device after use to ensure the security of your account.

7.1.3. You shall bear sole responsibility for all activities conducted within your account, whether intentional or unintentional, including those performed by any third party who

gains access to your account. You hereby acknowledge that the Company shall not be held liable for any such action under any circumstances.

7.1.4. In the event that you hold multiple trading accounts with the Company, each account shall be treated independently, and any transactions made will be regarded as performed separately for each respective account.

7.1.5. You acknowledge that the Company shall not be held liable for any unauthorized access, transactions, or losses resulting from your failure to safeguard your access information. You hereby agree to immediately notify the Company in writing of any suspected breach or unauthorized use of your account.

7.1.6. The Company reserves the right to suspend or terminate access to your account and trading platform at its sole discretion if any suspicious activity is detected or if there is a violation of the Company's Terms and Conditions. Such suspension or termination may occur without prior notice and without liability to you.

7.1.7. In the event that you lose access to your registered email address, you are required to promptly inform the Company to prevent any potential issues regarding communication, account recovery, or transaction-related matters. The Company shall not be held liable for any delays or complications arising from such a loss of access.

7.1.8. You acknowledge that it is your sole responsibility to ensure the correctness and completeness of all information provided to the Company in connection with your account. The Company reserves the right to restrict or refuse access to your account or services if it determines whether the information provided is incomplete, false, or fraudulent.

7.1.9. You hereby consent to the Company taking necessary steps, including the use of security measures, to monitor, review, and record your account activity for the purposes of ensuring compliance with applicable regulations, preventing fraud, and safeguarding the integrity of the trading platform.

7.1.10. The Company retains the right to amend, update, or modify the terms governing access to your account and trading platform at its sole discretion. Any such changes will be communicated to you as per the method determined by the Company, and your continued use of the account and platform thereafter constitutes your acceptance of any such changes.

SECTION 7.2. THIRD-PARTY ENGAGEMENT

"Third-Party Engagement" refers to the involvement of external individuals, entities, or service providers (hereinafter referred to as the "Third Party(ies)") with whom the Company may collaborate, contract, or engage for the purpose of facilitating, improving, or providing the services outlined in this Agreement. Such Third Parties may include, but are not limited to, payment processors, data providers, technology vendors, regulatory bodies, and service providers for account management, customer support, marketing, or compliance functions.

The Client acknowledges and agrees that the Company may engage Third Parties to perform certain functions related to the Company's operations and services. The Client consents to the sharing of necessary personal, financial, and transactional information with Third Parties to enable the execution of services, including but not limited to processing transactions, providing technical support, or meeting legal and regulatory obligations.

The Company shall ensure that Third Parties with whom it engages are bound by appropriate confidentiality agreements and comply with applicable laws and regulations. However, the Company shall not be held liable for any actions, omissions, errors, or failures of Third Parties, nor shall the Company be responsible for any damages or losses incurred by the Client as a result of Third-Party engagements, unless explicitly stipulated otherwise in this T&C.

The Client acknowledges that Third-Party services may be subject to separate terms and conditions, and the Client is advised to review such terms as applicable when engaging with or utilizing the services of any Third Party connected to the Company's platform.

7.2.1. You hereby acknowledge and confirm that you possess a comprehensive understanding of the inherent risks associated with granting third-party access and authority over the management and operation of your trading account. You shall bear sole responsibility for any loss, damage, or financial detriment resulting from the authorization of third-party access to your account. You further agree to ensure that you are fully aware of all activities conducted by any third party granted access to your account. Notwithstanding the foregoing, you accept that the Company bears no obligation to provide advice, counsel, or recommendations regarding such third-party access.

7.2.2. Any request to grant third-party access to your trading account shall be submitted to the Company in writing and is subject to the Company's prior approval. You shall exercise due diligence in safeguarding your account information and preventing unauthorized access or use by third parties. In the event of suspected or actual

unauthorized access or misuse of your trading account, you agree to promptly notify the Company. You shall remain solely liable for any losses or damages resulting from such unauthorized access or misuse by third parties.

7.2.3. In the event you wish to grant trading authority to a third party, you hereby understand and agree that such authorization shall be subject to additional terms and conditions, which both you and the designated third party must adhere to. You may permit a third party to manage your trading account at your own risk, provided that such authorization is made by a formal written request, approved by the Company, and further documented by a written agreement between the Company and the third party. Neither the Company nor any of its affiliates shall bear responsibility for overseeing your choice of third party or for providing any recommendations in relation to such a third-party arrangement. Furthermore, the Company reserves the exclusive right to reject or terminate any third-party access or any transactions executed by such third party without prior notice.

7.2.4. You agree to comply with the applicable requirements for granting account authorization to a first-degree relative. Notwithstanding compliance with the aforementioned procedures, the Company retains the sole discretion to reject or terminate any request for third-party authorization.

7.2.5. You hereby confirm that you are fully aware of and responsible for all trading activities and transactions conducted by any third party authorized to access and manage your trading account. You further warrant that any third party authorized by you is aware of, understands, and agrees to be bound by this Agreement, including all applicable terms and conditions. You shall remain solely liable for any losses, damages, or financial detriment arising from the granting of access and authority to any third party.

7.2.6. The Company reserves the absolute discretion to accept, reject, modify, restrict, suspend, or terminate any third-party access to your trading account at any time, without prior notice. Additionally, the Company retains the right to reject any transaction executed by a third party on your behalf, at its sole discretion.

7.2.7. The Company shall not be liable for any losses or damages incurred by you as a result of third-party access to your trading account, including but not limited to any actions taken by the third party in violation of this Agreement or any other applicable law or regulation. You agree to indemnify and hold harmless the Company from any and all claims, losses, liabilities, damages, costs, or expenses arising from third-party actions or omissions related to your trading account.

7.2.8. You further acknowledge that the Company reserves the right, at its sole discretion, to conduct background checks or request additional documentation from any third party authorized to access or manage your trading account. The Company may, at its discretion, deny third-party access or revoke any previously granted authorization based on its findings.

7.2.9. You agree to immediately notify the Company in writing should you wish to revoke or modify third-party access to your trading account. The Company shall act upon such requests as promptly as possible, but you remain fully responsible for any transactions or actions taken by the third party until such access is revoked or modified.

SECTION 7.3. MANAGEMENT OF INACTIVE AND NON-OPERATIONAL (DORMANT) ACCOUNTS

"Inactive and Non-Operational (Dormant) Accounts" refer to Client accounts that have not been used for a specified period of time, during which no trading, deposit, withdrawal, or other account-related activities have occurred. The Company defines an account as "inactive" or "dormant" when it has remained unused for a continuous period, as determined by the Company and outlined in its internal policies.

The Client acknowledges that the Company reserves the right to classify an account as inactive or dormant after a predetermined period of inactivity. The Company will notify the Client of the account's dormant status via the contact details provided by the Client. Upon classification as dormant, the Company may take actions such as restricting access to the account, imposing maintenance fees, or suspending account activity until the Client reactivates the account by making a deposit, initiating a trade, or taking other actions specified by the Company.

The Company may impose a monthly or annual inactivity fee on dormant accounts, as detailed in the Company's fee schedule. Such fees will be deducted from the account balance, and the Client agrees to bear responsibility for any applicable fees. If the account remains dormant for an extended period, the Company reserves the right to close the dormant account and transfer any remaining funds in accordance with applicable laws, regulations, and the Company's internal policies.

The Client acknowledges and agrees that the Company is not liable for any loss of funds, fees, or penalties resulting from the classification of their account as inactive or dormant, or from the closure of such accounts.

7.3.1. The Company hereby establishes and adheres to a policy concerning Inactive and Non-Operational Accounts, ensuring efficient account management in accordance with

applicable regulatory standards. This section outlines the criteria for account classification, the imposition of applicable fees, the procedures for reactivation, and the management of accounts exhibiting prolonged inactivity.

7.3.2. An account shall be deemed "Inactive" if no actions, as defined below, are undertaken by the Client for a continuous period of no less than thirty (30) days:

- Execution of any trade, including the opening or closing of positions.
- Access to the trading platform via login.
- Access to the Client area or dashboard.
- Depositing funds into the trading account.
- Initiating a withdrawal request.

7.3.3. Inactive Accounts shall be subject to a monthly maintenance and administration fee, which shall be deducted in the currency of the account. Such charges shall continue to be levied until such time as the account is reactivated.

7.3.4. Accounts shall be reclassified as "Non-Operational Accounts" if no transaction or account activity occurs for a consecutive period of three (3) months. Non-Operational Accounts will incur a monthly administration fee, charged in the currency of the account, for the purpose of maintaining the account.

7.3.5. Non-Operational Accounts shall be subject to a yearly maintenance and administration fee of 1,000 USD (or the equivalent amount in the respective account currency). Accounts that remain dormant for a continuous period of twelve (12) months, where the Company has made reasonable efforts to contact the Client without success, may have their funds reclassified, with such funds no longer being considered as Client Funds, at the sole discretion of the Company.

7.3.6. The Company reserves the right, in its sole discretion, to initiate procedures for the termination of any account under the following conditions:

- The account is classified as "Inactive".
- The Client has withdrawn all the remaining funds from the account.
- The Client becomes unreachable through all available communication channels, including but not limited to email, telephone, and other contact methods.

In such cases, the Company may issue a closure notice to the Client detailing the steps required for the account's termination.

7.3.7. Maintenance fees applicable to Non-Operational Accounts will be deducted during the first week of each month or at such a later date as determined by the

Company, until the account balance reaches zero (0) USD or the equivalent in the respective trading currency.

7.3.8. The reactivation of a Non-Operational Account shall be subject to the provision of up-to-date Know Your Customer (KYC) documentation as may be requested by the Company. Upon reactivation, the account shall be classified as "Active," and the Company will cease the deduction of maintenance and administration fees. However, any fees previously deducted from the account shall not be subject to a refund.

7.3.9. The Company reserves the right, in its sole discretion, to restrict or suspend access to any account that is classified as Inactive or Non-Operational, pending the completion of any necessary verification or compliance procedures.

7.3.10. The Client acknowledges and agrees that the Company is under no obligation to provide notice of inactivity or Non-Operational status beyond what is expressly stated herein. The Client shall bear sole responsibility for any consequences arising from the status of their account.

7.3.11. Notwithstanding the provisions herein, the Company may, at its sole discretion, charge additional fees or impose restrictions on accounts deemed inactive or dormant for an extended period.

7.3.12. In the event of account termination due to inactivity or Non-Operational status, the Company shall not be liable for any loss or damage incurred as a result of the account's closure, nor shall the Company be required to notify the Client in advance of such termination.

CHAPTER 8: EVENT OF DEFAULT AND SERVICE DISCONTINUATION

SECTION 8.1. CONDITIONS AND EVENT OF DEFAULT

An "Event of Default" occurs when the Client fails to meet any of their obligations under this Agreement, including but not limited to non-payment of fees, failure to maintain sufficient margin levels, violation of applicable laws or regulations, or fraudulent activities. Other events of default may include the Client's insolvency, bankruptcy, or inability to comply with the Company's KYC/AML requirements. Upon the occurrence of an Event of Default, the Company may, at its discretion, suspend or terminate the Client's account, liquidate any open positions, and/or take legal action to recover any

outstanding balances. The Client acknowledges that any Event of Default may result in the immediate suspension of services or the closure of their account.

8.1.1. An event of default may be triggered in the event of the Client's incapacitation, absence, or death. In such circumstances, the successor of the Client's trading account shall be deemed to be the Client's first-degree relative, unless otherwise determined by applicable law.

8.1.2. The Company reserves the right to declare an event of default in the event of force majeure, including but not limited to circumstances beyond the control of either party, which prevent the affected party from fulfilling its obligations hereunder. Force majeure events include, without limitation, national or international warfare, terrorism, labor disputes, strikes, lockouts, and civil disturbances.

8.1.3. The event of default also includes acts of God, including but not limited to earthquakes, tsunamis, typhoons, fires, epidemics, pandemics, and other natural disasters, which may hinder the ability of either party to perform their obligations.

8.1.4. Further, an event of default may arise due to certain technical or operational issues, such as electronic glitches, system failures, or interruptions caused by the Company, market disruptions, or jurisdictional or regulatory sanctions that affect the Company's ability to perform its obligations.

8.1.5. Notwithstanding the above, the Company shall not be liable for any damages, losses, or consequences arising from an event of default, including but not limited to any financial loss incurred by the Client or any third-party involvement.

8.1.6. The Client acknowledges and agrees that the Company shall have the right to retain any funds or assets in the Client's account upon the declaration of an event of default, to cover any outstanding obligations, liabilities, fees, or penalties owed by the Client under this T&C.

8.1.7. The Client further agrees that, in the event of a declaration of default, the Company reserves the right to pursue any legal remedies available, including but not limited to claims for damages, penalties, or enforcement of any existing obligations under this Agreement.

8.1.8. The Company shall not be required to provide a notice period or compensation to the Client in the event of default or upon the termination of this Agreement for any of the reasons specified herein, except as otherwise required by applicable law.

8.1.9. In the event of an occurrence as outlined in the preceding clauses, the Company shall have the right to terminate this Agreement immediately. Upon such termination,

the Client shall forfeit all rights and access to the Company's services, platforms, and any associated privileges.

SECTION 8.2. DISCONTINUATION AND TERMINATION

The Company reserves the right to terminate or suspend the Client's account at any time, without prior notice, for reasons including violation of this T&C, illegal activities, failure to meet regulatory requirements, or inactivity. The Client may also terminate their account by providing written notice, subject to settling any outstanding obligations. In either case, the Client must withdraw any remaining funds, and any fees or liabilities due to the Company will be deducted before account closure. The Company may also discontinue services temporarily or permanently, without liability, for operational or regulatory reasons.

8.2.1. Any request for termination of this T&C must be made by the Client from the registered email address associated with the Client's account. The Company reserves the right to refuse or reject any termination request submitted by the Client if the Client has failed to use the registered email address or identification data. The failure to provide accurate, complete, and up-to-date contact information, including email addresses, may be considered a violation of data integrity and may lead to a denial of the termination request.

8.2.2. Either party may terminate or suspend this T&C, subject to the condition that such termination or suspension shall not affect any accrued rights or obligations of either party as of the effective date of termination or suspension. Any notice of termination or suspension must be provided in writing via email at least fourteen (14) days prior to the desired effective date, unless otherwise agreed.

8.2.3. Upon the termination of this T&C, all amounts owed by the Client to the Company shall become immediately due and payable in full, including but not limited to any outstanding funds required to settle any ongoing transactions, as well as any additional charges or fees that may arise in connection with the termination of this T&C.

8.2.4. In the event of termination, the Company retains the right to convert the Client's funds into the appropriate currency to settle any unfulfilled obligations. The Company may consolidate, offset, or apply any balances owed by the Client to settle amounts due to the Company. Additionally, the Company may cancel any profits accrued through credit or bonus funds and deduct such funds from the Client's trading account balance.

8.2.5. The Client acknowledges and agrees that the termination of this T&C shall result in the immediate cessation of all ongoing trades and orders. The Client understands

and accepts that after the termination of this Agreement, the Client may be prohibited from further accessing or using the Company's website, platform, or services, including the Client's trading account.

8.2.6. Notwithstanding the termination of this T&C, the Client remains liable for any obligations or liabilities assumed prior to the termination. Termination of this T&C shall not discharge either party from performing any obligations that were incurred before the termination date.

8.2.7. The Company retains the right to initiate termination procedures in the event that the Client's trading account becomes inactive for a period of thirty (30) days, or if the Client cannot be reached through all available communication channels. The Company further reserves the right to commence termination procedures if a Client requests a withdrawal equal to the total balance of the Client's account. Termination procedures may include fees associated with inactivity, cancellation of any bonuses or credit funds, and the deduction of such funds from the Client's account balance.

8.2.8. The Company reserves the right to terminate this Agreement immediately and without notice in the event of any breach of this Agreement by the Client, including but not limited to any violation of applicable laws, fraudulent activity, or breach of any term or condition contained in this Agreement. In such cases, the Company shall have the right to withhold or forfeit any remaining funds in the Client's account, in addition to taking any legal action deemed necessary.

8.2.9. The Company reserves the right to terminate this Agreement and suspend the Client's access to the platform without notice, should the Client fail to comply with the Company's internal compliance procedures, such as Know Your Customer (KYC) verification, anti-money laundering (AML) regulations, or any other relevant legal requirements.

8.2.10. The Client agrees to indemnify, defend, and hold the Company harmless from any and all claims, losses, damages, costs, and expenses arising out of or related to the Client's actions, including but not limited to those resulting from any violation of this Agreement or any legal or regulatory violations.

8.2.11. In the event of account termination due to inactivity or Non-Operational status, the Company shall not be liable for any loss or damage incurred as a result of the account's closure, nor shall the Company be required to notify the Client in advance of such termination.

8.2.12. Upon the termination of this T&C, all amounts owed by the Client to the Company shall become immediately due and payable in full, including but not limited to

any outstanding funds required to settle any ongoing transactions, as well as any additional charges or fees that may arise in connection with the termination of this T&C.