

# Service Usage Policy

## **SECTION 1. INTRODUCTION AND APPLICABILITY**

### **1.1 Contracting Parties**

1.1.1 This Service Usage Policy ("*Policy*"), together with any schedules, appendices, policies, disclosures, notices, amendments, and supplementary documents incorporated herein by reference, constitutes a legally binding agreement between:

(a) **The Company** refers to **BROVACAP, operated by Summit Capital Ltd**, a duly organized and legally established entity incorporated under the **Companies Act of the Union of the Comoros as an International Business Company**, bearing **Business Registration Number 69731IBC** and **License Number 581697221**, with its registered office located at **Rue de la Paix, Quartier Cala Kuu, Moroni, Grande Comore, Comoros**.

References to the "Company" shall include its affiliates, subsidiaries, successors, assigns, officers, directors, employees, contractors, agents, and duly authorized representatives; and

(b) **The Client**, being any natural person or legal entity that accesses, registers for, utilizes, or otherwise engages with the Company's services, products, trading platforms, software, websites, applications, or related facilities.

1.1.2 The Company and the Client may individually be referred to as a "*Party*" and collectively as the "*Parties*."

1.1.3 This Policy establishes the terms governing the Client's access to and use of the Company's services, including the rights, obligations, responsibilities, restrictions, and liabilities of each Party.

1.1.4 By registering an account, accessing the Company's systems, or utilizing any of the Company's services, the Client acknowledges that they have read, understood, and agreed to be bound by this Policy and all documents incorporated herein by reference.

1.1.5 The Company reserves the right to amend, supplement, revise, or replace any provision of this Policy at its sole discretion, provided such amendments remain consistent with applicable laws and regulatory requirements. Any amendment shall become effective upon publication through the Company's designated communication channels unless otherwise specified.

## **1.2 Acceptance and Contractual Effect**

1.2.1 Access to or use of any service, platform, application, website, software, tool, or product made available by the Company constitutes the Client's unconditional acceptance of this Policy.

1.2.2 The Client is responsible for reviewing this Policy in its entirety before utilizing the Company's services. If the Client disagrees with any provision of this Policy, the Client must immediately discontinue use of the services.

1.2.3 Where any provision of this Policy is unclear, the Client is encouraged to seek clarification from the Company or obtain independent legal, financial, tax, or professional advice before proceeding.

1.2.4 The Client agrees that all notices, disclosures, communications, statements, confirmations, and updates may be provided electronically through email, platform notifications, website publications, or other digital communication channels designated by the Company.

1.2.5 Electronic communications transmitted by the Company shall satisfy any legal requirement that communications be provided in writing.

## **1.2.6 Official Contact Information**

1.2.6.1 The Company's official website is <https://brovacap.com/> ("*Official Website*"), through which Clients may access information regarding the Company's services, policies, announcements, and other relevant communications.

1.2.6.2 The Company's official email address is [support@brovacap.com](mailto:support@brovacap.com) ("*Official Email*"), which shall serve as an authorized communication channel for notices, inquiries, requests, and other correspondence between the Parties.

1.2.6.3 Unless otherwise specified by the Company, communications transmitted through the Official Website, Official Email, or other communication channels expressly designated by the Company shall be deemed valid and effective for the purposes of this Policy.

### **1.3 Scope and Applicability**

1.3.1 This Policy applies to all accounts, services, products, platforms, technologies, applications, and facilities offered by the Company.

1.3.2 Continued access to or use of the Company's services constitutes ongoing acceptance of this Policy and any amendments subsequently adopted by the Company.

1.3.3 This Policy incorporates by reference the Company's Data Processing and Privacy Policy, Important Risk Information, AML and KYC Policy and Refund Eligibility and Processing Policy, Conflict of Interest Disclosure, Complaint Handling Policy, and any other legal documentation published by the Company from time to time.

1.3.4 The Client acknowledges that trading in financial markets involves substantial risk and accepts sole responsibility for evaluating and managing such risks.

1.3.5 All content provided by the Company is supplied for informational purposes only and shall not be construed as financial, investment, legal, accounting, regulatory, or tax advice.

1.3.6 The Client is solely responsible for obtaining independent professional advice before making any investment or trading decision.

1.3.7 The official language governing this Policy shall be English. Any translated version is provided solely for convenience, and in the event of inconsistency, the English version shall prevail.

1.3.8 The Company may restrict, suspend, terminate, or otherwise limit access to its services where required by law, regulation, internal policy, operational necessity, security concerns, or risk management considerations.

1.3.9 The Company shall not be liable for any interruption, delay, or failure to perform arising from events beyond its reasonable control, including force majeure events, cyber incidents, governmental actions, market disruptions, telecommunications failures, or third-party service outages.

## **SECTION 2. THE COMPANY**

### **2.1 Corporate Status**

2.1.1 The Company is a legally established entity authorized to provide the products, services, platforms, and facilities described in this Policy, subject to applicable laws and regulatory requirements.

2.1.2 The Company may engage affiliates, contractors, service providers, or authorized representatives to support the delivery of its services.

2.1.3 Nothing in this Policy shall be interpreted as creating a partnership, joint venture, fiduciary relationship, agency relationship, or employment relationship between the Company and the Client.

## **2.2 Rights of the Company**

2.2.1 The Company reserves the right to approve, reject, suspend, restrict, or terminate any account or service request at its sole discretion and in accordance with applicable laws.

2.2.2 The Company may request additional information or documentation at any time for verification, compliance, security, or operational purposes.

2.2.3 The Company may modify, enhance, discontinue, replace, or restrict any service, feature, platform, or functionality without prior notice where reasonably necessary.

## **2.3 Service Availability**

2.3.1 The Company shall use reasonable efforts to maintain uninterrupted access to its services but does not guarantee continuous availability.

2.3.2 Access to the services may be interrupted due to maintenance, upgrades, technical issues, security concerns, regulatory requirements, or circumstances beyond the Company's control.

2.3.3 The Company shall not be liable for losses arising from temporary service interruptions or system unavailability.

## **SECTION 3. CLIENT ELIGIBILITY**

### **3.1 Eligibility Requirements**

3.1.1 To use the Company's services, the Client must:

- (a) be of legal age in their jurisdiction;
- (b) possess full legal capacity to enter into binding agreements; and
- (c) satisfy all eligibility and compliance requirements established by the Company.

3.1.2 The Client represents and warrants that all information provided during registration and throughout the business relationship is complete, accurate, and current.

### **3.2 Restricted Jurisdictions**

3.2.1 The Company's services are not intended for persons located in jurisdictions where such services are prohibited by law or regulation.

3.2.2 The Client is solely responsible for determining whether access to the Company's services is lawful within their jurisdiction.

3.2.3 The Company reserves the right to restrict or terminate services where regulatory, sanctions, legal, or compliance concerns arise.

### **3.3 Politically Exposed Persons and Sanctions Screening**

3.3.1 The Company may apply enhanced due diligence measures to politically exposed persons, sanctioned individuals, or other high-risk applicants.

3.3.2 The Client shall promptly disclose any circumstance that may affect their compliance status.

## **SECTION 4. ACCOUNT REGISTRATION AND VERIFICATION**

## **4.1 Account Creation**

4.1.1 An account may only be opened upon successful completion of the Company's registration and verification procedures.

4.1.2 The Company is under no obligation to approve any application for registration.

## **4.2 Verification Requirements**

4.2.1 The Client shall provide all information and documentation requested by the Company for identity verification, compliance review, risk assessment, or ongoing monitoring.

4.2.2 Failure to provide requested information may result in account restrictions, suspension, or termination.

## **4.3 Account Security**

4.3.1 The Client is solely responsible for safeguarding account credentials, passwords, authentication devices, and security information.

4.3.2 Any activity conducted through the Client's account shall be deemed authorized unless the Company is notified otherwise.

4.3.3 The Client shall immediately notify the Company of any suspected unauthorized access, security breach, or misuse of the account.

# **SECTION 5. SERVICE ADMINISTRATION AND ACCESS**

## **5.1 Framework for Service Availability**

5.1.1 The availability of the Company's financial products and services is subject to the successful completion of the account opening process, including all applicable identity verification and Know Your Customer (KYC) requirements. The Company reserves the sole and absolute right to determine whether an applicant satisfies its eligibility criteria.

5.1.2 All services made available by the Company shall be governed by this Agreement and any related policies incorporated herein by reference. Any use of the services beyond the scope expressly authorized by the Company may be deemed unauthorized and may constitute a violation of this Agreement. Where necessary, prior written approval from the Company must be obtained.

5.1.3 Access to the Company's products, platforms, and services is conditional upon the Client's continued compliance with the procedures, requirements, and obligations set forth in this Agreement and on the Company's platform. Failure to satisfy such requirements may result in the rejection of requests or restriction of access to certain services.

5.1.4 The Client acknowledges and agrees that the Company shall not be responsible for any delay, disruption, inaccuracy, or interruption in the provision of services arising from circumstances beyond its reasonable control, including force majeure events, failures of third-party providers, technical malfunctions, or communication network disruptions.

5.1.5 The Company reserves the right to amend, suspend, withdraw, or discontinue any aspect of its services, including account features, commission structures, trading tools, pricing schedules, or applicable fees, at its discretion. Where reasonably practicable, material changes shall be communicated through the Company's designated communication channels.

5.1.6 The Client remains solely responsible for all financial, investment, and trading decisions made through the Company's platforms. The Company does not assume liability for any loss, damage, or adverse outcome resulting from decisions or actions taken by the Client.

5.1.7 From time to time, the Company may provide educational materials, webinars, market commentary, guides, videos, or other learning resources for informational purposes. The availability of such resources is discretionary and shall not create any obligation on the part of the Company to maintain or update them.

5.1.8 Following successful registration and account activation, the Company shall provide the Client with the relevant account credentials, which may include a trading account number, login credentials, or other access information required to utilize the services.

5.1.9 The Client shall be solely responsible for safeguarding all account credentials and access information issued by the Company. Any suspected unauthorized access, misuse of the account, or security breach must be reported to the Company without undue delay.

5.1.10 The Client shall ensure that all personal, financial, and other information submitted to the Company remains accurate, complete, and up to date at all times. Any material change to such information must be communicated to the Company promptly.

5.1.11 The Client agrees to comply with all applicable laws, regulations, and regulatory obligations relevant to the use of the Company's services, including requirements relating to anti-money laundering (AML), counter-terrorist financing, sanctions compliance, and Know Your Customer (KYC) procedures.

5.1.12 The Company reserves the right to conduct periodic reviews, monitoring activities, and compliance assessments in relation to any account. Where suspicious, unlawful, or irregular activity is identified, the Company may take appropriate action, including account suspension, restriction, investigation, or reporting to the relevant authorities.

5.1.13 The Client is responsible for maintaining any minimum funding requirements applicable to the selected account type. Failure to satisfy such requirements may result in account limitations, reclassification, suspension, or closure in accordance with the Company's policies.

5.1.14 The Company's primary trading platform shall be designated as "Brovacap-Trader," together with any related applications, web-based platforms, mobile solutions, or supplementary trading tools that the Company may make available from time to time, subject to availability.

5.1.15 Subject to compliance with this Agreement, the Company grants the Client a limited, personal, revocable, non-transferable, and non-exclusive right to access and use the services solely for their intended purpose.

5.1.16 Where deposits, withdrawals, or payment-related transactions are processed through Payment Service Providers ("*PSPs*"), the Client agrees to comply with all applicable terms, conditions, procedures, and requirements imposed by such *PSPs*.

5.1.17 The Client further acknowledges and accepts all terms, disclosures, operational requirements, and policies applicable to the trading platform and any associated technological infrastructure made available by the Company, including any risk disclosures or platform-specific conditions issued from time to time.

## **5.2 Account Categories and Classification**

5.2.1 The Company offers various trading accounts under its Live Account program, including but not limited to the following:

- Entry Level
- Core Level
- Advanced Level
- Pro Level
- Elite Level; and
- Prime Level

Each account category may provide different features, trading conditions, leverage limits, available instruments, and minimum funding requirements.

5.2.2 The selection of an account category remains the responsibility of the Client. Notwithstanding the foregoing, the Company reserves the right to restrict, limit, or deny access to certain account categories based on jurisdictional requirements, compliance considerations, risk assessments, or other operational factors.

5.2.3 Where a Live Account remains inactive for a continuous period exceeding three (3) months, the Company may apply an inactivity or maintenance fee in accordance with its prevailing fee schedule.

5.2.4 The Company retains the right to accept, decline, suspend, restrict, or terminate any account application or account relationship at its sole discretion and shall not be obligated to provide reasons for such determination unless otherwise required by applicable law.

5.2.5 Any request to modify an existing account, including upgrades, downgrades, feature amendments, or account reclassification, must be submitted to the Company in writing and shall remain subject to review and approval.

5.2.6 Accounts maintaining a balance below USD 50.00 may be eligible for closure in accordance with the Company's operational procedures. The Client remains responsible for ensuring that the account maintains sufficient funds where required.

5.2.7 Where a transaction involves a currency different from the account's base currency, the applicable amount may be converted at the prevailing

exchange rate. Such conversion rates are determined by external market conditions and are not controlled by the Company.

5.2.8 All trading activities conducted through a Live Account are undertaken at the Client's sole risk. The Company does not provide any representation, warranty, or assurance regarding profitability, investment performance, or trading outcomes.

5.2.9 The Company reserves the right to reclassify, migrate, or transfer a Client to a different account category where such action is required for operational, compliance, regulatory, risk management, or business purposes. Where practicable, the Client shall be notified of any such change through the Company's designated communication channels.

5.2.10 The features, benefits, trading conditions, and eligibility requirements applicable to each account category may be amended by the Company from time to time. The most current account specifications shall be made available through the Official Website or other communication channels designated by the Company.

### **5.3 Joint Account Arrangements**

5.3.1 A Joint Account is an account maintained in the names of two or more individuals who collectively hold authority over the account and assume responsibility for its operation. Unless otherwise agreed in writing and accepted by the Company, each authorized account holder may independently provide instructions relating to trading activities, deposits, withdrawals, and other account functions.

5.3.2 Individual accounts constitute the standard account structure offered by the Company. Any request to establish or convert an account into a Joint Account shall be subject to the submission of written authorization and the successful completion of all applicable verification requirements for each proposed account holder.

5.3.3 All holders of a Joint Account shall be jointly and severally responsible for any obligations, liabilities, charges, losses, or other amounts arising in connection with the account, irrespective of which account holder initiated the relevant transaction or activity.

5.3.4 Any notice, communication, confirmation, statement, or correspondence delivered by the Company to one Joint Account holder shall be deemed to have been delivered to all Joint Account holders. The sharing of such information among account holders shall remain their sole responsibility.

5.3.5 In the event of the death, legal incapacity, insolvency, or other circumstance affecting the authority of a Joint Account holder, the remaining account holder(s) shall notify the Company promptly and provide any documentation reasonably requested by the Company, including but not limited to death certificates, court orders, powers of attorney, or similar records.

5.3.6 A Joint Account may only be closed or terminated upon receipt of written instructions signed by all account holders, unless otherwise required by applicable law or authorized by the Company. Any remaining balance shall be distributed in accordance with the instructions approved by the Company.

5.3.7 The Company reserves the right to restrict, suspend, or otherwise limit access to a Joint Account where it reasonably believes that fraudulent conduct, regulatory concerns, disputes between account holders, or other circumstances may adversely affect the account or the Company's operations.

5.3.8 Any request to convert a Joint Account into an individual account shall require the written consent of all account holders and may be subject to additional verification procedures determined by the Company.

5.3.9 Transfers involving a Joint Account and an account held individually by one or more Joint Account holders may be considered upon written request and shall remain subject to verification requirements and Company approval.

5.3.10 Any amendment to the information, authority structure, or authorized signatories of a Joint Account must be approved and submitted by all account holders. The Company reserves the right to reject any request that does not satisfy its operational, compliance, or verification requirements.

5.3.11 The Company may require updated identification documents or additional verification information from any Joint Account holder before processing instructions relating to the account.

5.3.12 Where conflicting instructions are received from Joint Account holders, the Company may delay processing the request until satisfactory clarification or supporting documentation has been provided.

## **5.4 Islamic and Swap-Free Account Services**

5.4.1 The Company may offer Islamic or Swap-Free Accounts to eligible Clients seeking trading services that operate in accordance with Sharia principles. Such accounts are structured so that overnight positions do not incur or receive swap or interest-based charges.

5.4.2 Clients wishing to obtain an Islamic or Swap-Free Account must submit a formal request and provide any information or supporting documentation reasonably required by the Company. Approval of such requests shall remain at the sole discretion of the Company.

5.4.3 Islamic and Swap-Free Accounts must be used exclusively for genuine trading purposes consistent with the intended nature of the account. The Company reserves the right to assess trading activity to determine whether the account is being utilized in accordance with the applicable conditions. Positions maintained for more than five (5) consecutive Business Days may

be subject to review by the Company to determine compliance with the conditions applicable to Islamic and Swap-Free Accounts.

5.4.4 The Company may monitor the activity and trading patterns of Islamic and Swap-Free Accounts to ensure compliance with the terms governing such accounts. Any activity suggesting misuse, abuse, or circumvention of applicable account conditions may result in corrective action by the Company.

5.4.5 Where the Company determines that an Islamic or Swap-Free Account has been used in a manner inconsistent with its intended purpose, including but not limited to interest arbitrage, rollover-related strategies, or other prohibited practices, the Company may take one or more of the following actions:

- (a) reclassify the account as a standard trading account;
- (b) cancel or adjust transactions affected by the non-compliant activity;
- (c) reverse profits reasonably determined to have resulted from such activity; and/or
- (d) apply administrative charges, adjustments, or other corrective measures deemed appropriate by the Company.

5.4.6 The availability and continued use of an Islamic or Swap-Free Account constitute a discretionary privilege granted by the Company and may be withdrawn, restricted, or amended where the Client no longer satisfies the applicable requirements or conditions.

5.4.7 Any attempt to obtain a direct or indirect benefit from interest-based mechanisms through the use of an Islamic or Swap-Free Account shall constitute a breach of this Agreement and may result in suspension, restriction, or termination of the account.

5.4.8 The Client shall remain solely responsible for any financial obligations, losses, adjustments, fees, or liabilities arising from the misuse of an Islamic or Swap-Free Account, including any corrective actions implemented by the Company.

5.4.9 The Company does not provide religious, legal, or Sharia advisory services. The approval or provision of an Islamic or Swap-Free Account shall not be interpreted as a representation, warranty, or certification that the account fully satisfies any particular religious standard. Clients are encouraged to seek independent guidance from qualified advisors where appropriate.

5.4.10 The Company may request updated information or supporting documentation at any time to confirm a Client's continued eligibility for an Islamic or Swap-Free Account.

5.4.11 Failure to provide information requested under Clause 5.4.10 may result in the suspension, reclassification, or removal of Islamic or Swap-Free Account privileges.

## **5.5 Supplementary Service Provisions**

5.5.1 The Company reserves the right to introduce, modify, withdraw, or discontinue account categories, services, platform features, tools, programs, or promotional offerings at its discretion. Participation in any such offering may be subject to additional terms, conditions, or eligibility requirements established by the Company.

5.5.2 In the event of any inconsistency between this Agreement and the terms contained in a supplementary document, including platform-specific conditions, Payment Service Provider (*PSP*) agreements, promotional terms, or other service-related documentation, the provisions of the supplementary document shall prevail solely to the extent of the inconsistency.

5.5.3 The Client is responsible for remaining informed of updates relating to the Company's policies, procedures, services, platform functionality, legal notices, and other relevant information by regularly reviewing the Official Website and other communication channels designated by the Company.

5.5.4 By initiating, maintaining, or participating in any trading or financial activity through the Company's services, the Client confirms that they have reviewed, understood, and accepted all applicable policies, disclosures, notices, and supporting documents referenced in or incorporated into this Agreement.

5.5.5 The Company's failure to exercise or enforce any right, remedy, or provision under this Agreement shall not constitute a waiver of such right, remedy, or provision.

## **SECTION 6. FUNDING, WITHDRAWALS AND PAYMENT OPERATIONS**

### **6.1 Account Funding and Deposits**

6.1.1 The Client may fund their trading account using the payment methods made available by the Company through the Official Website or trading platform. All deposits must be made solely for the purpose of engaging in legitimate trading activities. The Company reserves the right to reject, restrict, or investigate any deposit associated with unauthorized, suspicious, unlawful, or non-trading-related purposes.

6.1.2 Where a selected payment method is unavailable or temporarily inaccessible, the Company may, at its discretion, offer an alternative funding solution. The Company further reserves the right to accept, reject, or restrict transfers originating from foreign financial institutions or jurisdictions.

6.1.3 Payment Service Providers ("*PSPs*") may impose limitations on transaction amounts, frequencies, or processing thresholds. Such limitations may be amended from time to time by the relevant PSP, and the Client

agrees to comply with all applicable restrictions communicated by the Company or the PSP.

6.1.4 All deposit and payment activities conducted through the Client's account shall be processed through the Company's verification, authentication, and transaction monitoring systems in accordance with its operational procedures.

6.1.5 The Client represents and warrants that all funding instructions, deposits, and related payment activities are initiated with their knowledge, authorization, and consent.

6.1.6 The Client acknowledges that currency exchange rates may fluctuate continuously. Any conversion performed in connection with a deposit transaction shall be processed at the applicable rate available at the time of conversion, and variations arising from exchange rate movements shall not constitute grounds for dispute.

6.1.7 Records relating to deposits, payment transactions, and account funding activities shall be maintained by the Company and may be made available to the Client upon request, subject to applicable verification requirements and internal procedures.

6.1.8 The Company may engage banks, financial institutions, Payment Service Providers, and other intermediaries for the purpose of facilitating payment transactions and may disclose relevant Client information where reasonably necessary to provide such services.

6.1.9 The Client confirms that all deposited funds originate from lawful and legitimate sources. Where the Company reasonably suspects that deposited funds are connected to unlawful activities or otherwise fail to satisfy applicable legal or regulatory requirements, the Company may take any action permitted under this Agreement or applicable law.

6.1.10 Deposit requests are processed on an ongoing basis; however, the time required for funds to be credited to an account may vary depending on banking systems, PSP procedures, compliance reviews, and other factors beyond the Company's control. Deposits may require between one (1) and five (5) Business Days to be reflected in the Client's account.

6.1.11 Deposit limits, transaction thresholds, and funding restrictions may apply based on factors including account type, verification status, payment method, jurisdiction, and risk considerations. The Company reserves the right to establish, amend, or remove such limits at its discretion.

6.1.12 The Company may decline, cancel, suspend, or refuse any deposit request that does not comply with this Agreement, applicable laws, regulatory requirements, or the Company's internal policies.

6.1.13 Deposits originating from third parties shall only be considered upon submission of documentation satisfactory to the Company, including any required powers of attorney, identification documents, or supporting records. The Company reserves the right to reject any third-party funding request without providing reasons.

6.1.14 All charges, fees, costs, commissions, or expenses imposed by banks, Payment Service Providers, correspondent institutions, or other third parties in connection with a deposit transaction shall be borne exclusively by the Client.

6.1.15 Where funds are deposited in a currency different from the account's designated base currency, the Company may apply the prevailing exchange rate provided by its payment or banking partners. Any applicable conversion costs shall be borne by the Client.

6.1.16 The Company may require additional documentation or information to verify the origin, ownership, or legitimacy of deposited funds. Processing

may be delayed until the requested verification has been completed to the Company's satisfaction.

6.1.17 All funding activities are subject to Anti-Money Laundering (*AML*), counter-terrorist financing, sanctions screening, and other compliance reviews. The Company reserves the right to restrict, freeze, investigate, or report any transaction that it reasonably believes may violate applicable laws or regulatory requirements.

6.1.18 The Company shall issue a confirmation or record of a completed deposit once processing has been finalized. The Client is responsible for reviewing transaction details and promptly notifying the Company of any discrepancy, error, or irregularity.

6.1.19 Deposits must be made using lawful monetary instruments and approved payment methods. The Company does not accept deposits in the form of goods, services, barter arrangements, or other non-cash assets.

6.1.20 Any attempt to initiate a chargeback, payment reversal, fraudulent claim, or unauthorized dispute relating to a deposit transaction may result in account restriction, suspension, termination, recovery proceedings, or any other action available to the Company under this Agreement or applicable law.

6.1.21 The Company may reject, reverse, return, or place on hold any deposit where it is unable to verify the ownership of the payment method used or the lawful source of the funds involved in the transaction.

## **6.2 Withdrawal of Funds and Trading Proceeds**

6.2.1 Subject to compliance with this Agreement, the Client may submit withdrawal requests using the payment methods and channels supported by the Company and made available through the Official Website or trading

platform. Withdrawal requests shall only be processed after the successful completion of all applicable verification requirements.

6.2.2 The Company reserves the right to delay, restrict, reject, or suspend a withdrawal request where any of the following circumstances apply:

- (a) suspected fraudulent, manipulative, abusive, or unauthorized trading activity;
- (b) insufficient available balance, equity, or margin to satisfy the withdrawal request;
- (c) incomplete, inaccurate, expired, or unverified Client documentation;
- (d) the Company's inability to establish communication with the Client for a period exceeding thirty (30) consecutive days;
- (e) prolonged account inactivity requiring additional verification of identity, ownership, or withdrawal intent;
- (f) the existence of open positions or pending obligations that may affect the availability of funds;
- (g) unresolved chargebacks, disputes, investigations, legal proceedings, or regulatory concerns affecting the account.

6.2.3 The Client shall provide any documentation reasonably requested by the Company to verify identity, ownership of the payment method, source of funds, destination account details, or the legitimacy of the withdrawal request. Such documentation may include identification records, proof of address, banking information, or other supporting materials.

6.2.4 All withdrawal requests are subject to Know Your Customer (*KYC*), Anti-Money Laundering (*AML*), sanctions screening, and other compliance reviews. The Company may request additional information or conduct further investigations where necessary.

6.2.5 Withdrawal requests are generally processed within two (2) to seven (7) Business Days. Processing times may vary depending on the requirements, procedures, and operational timelines of banks, Payment Service Providers, financial institutions, and other third parties involved in the transaction.

6.2.6 Withdrawals shall ordinarily be returned to the original payment method used to fund the account where practicable. Where this is not possible, an alternative payment method may be approved by the Company upon receipt of a written request and satisfactory verification.

6.2.7 Prior to submitting a withdrawal request, the Client shall ensure that sufficient funds remain available within the account and that the withdrawal will not adversely affect any open positions, margin requirements, or account obligations. The Company reserves the right to decline requests that may compromise account integrity or compliance requirements.

6.2.8 Where bonuses, credits, promotional benefits, or similar incentives have been granted to the Client, the Company may adjust, reduce, cancel, or recalculate such benefits in accordance with the applicable promotional terms following the approval of a withdrawal request.

6.2.9 International wire withdrawals may be subject to minimum withdrawal thresholds established by the Company. Unless otherwise specified, a minimum withdrawal amount of USD 50.00 shall apply to international bank wire transfers.

6.2.10 The Company reserves the right to amend minimum withdrawal amounts, transaction thresholds, or withdrawal conditions at its discretion. Withdrawal requests that fail to satisfy the applicable requirements may be declined or become subject to additional charges.

6.2.11 In the event that a withdrawal is processed incorrectly or funds are credited in error, the Client shall notify the Company promptly upon becoming aware of the discrepancy. Any misuse of incorrectly transferred

funds or submission of false claims may result in corrective action, including account suspension and legal recovery proceedings.

6.2.12 The Company shall not be liable for delays, processing errors, additional charges, rejected transactions, or other issues arising from the actions, omissions, or operational procedures of banks, Payment Service Providers, financial institutions, or other third parties involved in the withdrawal process.

6.2.13 Withdrawal requests submitted outside normal Business Days, including weekends and public holidays, shall be deemed received on the next applicable Business Day for processing purposes.

### **6.3 Refund Procedures**

6.3.1 Subject to this Agreement, the Client may submit a refund request within fourteen (14) calendar days from the date of account registration. Approved refunds shall generally be returned through the original payment method used to fund the account.

6.3.2 Refund requests submitted after the expiration of the fourteen (14) calendar-day period shall not be eligible for processing as refunds and shall instead be handled in accordance with the Company's standard withdrawal procedures.

6.3.3 Refunds shall not be available in respect of losses, expenses, or reductions in account value arising from trading activities, irrespective of when the refund request is submitted.

6.3.4 Once a withdrawal request has been processed and the relevant funds have been remitted, the Company shall have no obligation to reverse, cancel, or recover the transaction except where required under applicable law, regulatory requirements, or Company policy.

6.3.5 The Company reserves the right to request additional information or supporting documentation before approving a refund request in order to verify the Client's identity, payment method ownership, and eligibility for a refund.

## **6.4 Fees, Charges and Commissions**

6.4.1 The Client acknowledges and agrees that the use of the Company's services may be subject to various fees, charges, and costs, including but not limited to spreads, commissions, rollover or overnight charges, transaction fees, and other applicable service-related expenses.

6.4.2 The Company reserves the right to amend, modify, introduce, or discontinue any fee, charge, commission, spread, or pricing component in response to market developments, operational requirements, regulatory obligations, or business considerations. Where appropriate, notice of such changes shall be provided through the Company's designated communication channels or as otherwise required by applicable law.

6.4.3 Certain account activities, operational conditions, or service requirements may give rise to additional fees or charges. Where applicable, interest, administrative charges, or other fees may be imposed in accordance with the Company's prevailing policies and procedures.

6.4.4 The Company may deduct applicable fees, inactivity charges, penalties, service costs, or other amounts due directly from the Client's account without obtaining separate authorization where such deductions are permitted under this Agreement.

6.4.5 The Client remains responsible for the timely payment and settlement of all fees, charges, costs, and financial obligations arising in connection with the use of the Company's services. Failure to satisfy such obligations may result in account restrictions, service interruptions, additional charges, recovery proceedings, or other actions permitted under this Agreement.

6.4.6 Prior to requesting account closure or termination, the Client shall ensure that all outstanding fees, charges, liabilities, and obligations owed to the Company have been fully satisfied. Any request for account termination must be submitted in writing and shall remain subject to Company review.

6.4.7 Information relating to applicable fees, commissions, spreads, charges, and other service costs may be published on the Official Website and updated periodically by the Company.

## **SECTION 7. TRADING OPERATIONS AND PLATFORM RULES**

### **7.1 Platform Access and System Usage**

7.1.1 Subject to the terms of this Agreement, the Company grants the Client a limited, revocable, non-exclusive, and non-transferable right to access and use the trading platform solely for authorized trading activities, account management, and the use of approved platform features and analytical tools.

7.1.2 Following successful account registration, the Client shall receive the credentials necessary to access the trading platform. The Client is solely responsible for maintaining the confidentiality and security of such credentials and shall remain accountable for all activities conducted through the account.

7.1.3 The Company reserves the right to restrict, suspend, or terminate access to the platform at any time where it reasonably suspects misuse, unauthorized activity, violation of this Agreement, security concerns, or other circumstances requiring protective action.

7.1.4 The Client shall not copy, reproduce, distribute, modify, license, sell, lease, sublicense, or otherwise exploit the platform or any component thereof for commercial or unauthorized purposes.

7.1.5 Any attempt to interfere with, manipulate, damage, reverse engineer, compromise, or disrupt the platform, its infrastructure, software, networks, or related systems is strictly prohibited. This includes the introduction of malicious code, unauthorized system access, excessive automated requests, or activities designed to impair platform functionality.

7.1.6 The Client is responsible for maintaining appropriate devices, software, communication systems, and internet connectivity necessary to access and utilize the platform. The Company shall not be responsible for any failure, delay, or disruption resulting from deficiencies in the Client's equipment or connectivity.

7.1.7 The use of unauthorized automated trading tools, software, algorithms, expert advisors, arbitrage systems, bots, or similar technologies not expressly approved by the Company may result in account restrictions, suspension, termination, or other corrective measures.

7.1.8 While the Company endeavors to maintain the availability and functionality of the platform, uninterrupted access cannot be guaranteed. Temporary interruptions may occur as a result of maintenance, upgrades, technical issues, connectivity failures, or circumstances beyond the Company's control.

7.1.9 The Company shall not be liable for losses, missed opportunities, execution delays, system interruptions, or other consequences arising from platform outages, technical malfunctions, connectivity failures, or similar operational events.

7.1.10 All intellectual property rights relating to the platform, including software, databases, source code, trademarks, content, designs, systems, infrastructure, and related materials, shall remain the exclusive property of the Company or its licensors.

7.1.11 The Client shall comply with all operational requirements, restrictions, procedures, and security measures imposed by the Company from time to time to ensure the lawful and secure use of the platform.

7.1.12 The Company may update, modify, enhance, replace, or discontinue platform features, functionality, trading tools, or operational requirements at its discretion. Continued use of the platform following such changes shall constitute acceptance of the updated terms.

7.1.13 The Client is solely responsible for ensuring that access to and use of the platform complies with all applicable laws, regulations, and legal requirements within the Client's jurisdiction.

7.1.14 The Company may temporarily restrict access to the platform for maintenance, upgrades, testing, technical support activities, or operational purposes. The Company shall not be liable for any resulting interruption or trading impact.

7.1.15 The Company makes no representation or warranty that the platform will operate without interruption, delay, error, latency, or technical limitation, and the Client accepts the risks associated with the use of electronic trading systems.

7.1.16 The Client shall not attempt to gain unauthorized access to any portion of the platform, Company systems, confidential information, or accounts belonging to other users. Any such activity may result in immediate account closure and legal action.

7.1.17 Where the Client breaches any platform-related obligation under this Agreement, the Company may take corrective action, including the cancellation of transactions, restriction of account access, freezing of funds, or account termination, where permitted by applicable law.

7.1.18 The Company may, at its discretion, communicate significant changes affecting platform functionality, trading tools, or operational procedures. The absence of such communication shall not relieve the Client of the responsibility to remain informed of applicable updates.

7.1.19 The Company reserves the right to monitor platform usage, account activity, and system interactions for security, compliance, fraud prevention, operational, and regulatory purposes.

7.1.20 The Company may require the Client to implement additional security measures, including enhanced authentication procedures, identity verification measures, or other security controls, where reasonably necessary to protect the Client's account or the integrity of the platform.

## **7.2 Market Information and Information Disclaimers**

7.2.1 The Company may provide access to market-related content, including charts, analyses, news updates, forecasts, trading signals, educational materials, and similar resources (*collectively referred to as "Market Information"*). Such Market Information is provided solely for general informational and educational purposes and shall not constitute financial, investment, legal, tax, or professional advice.

7.2.2 The Client acknowledges that the Company does not guarantee the accuracy, completeness, reliability, timeliness, or suitability of any Market Information, regardless of whether such information originates from the Company or a third-party provider. Any reliance placed upon such information shall be at the Client's sole discretion and risk.

7.2.3 Market Information is intended for a general audience and is not tailored to the individual objectives, financial circumstances, risk tolerance, or investment needs of any particular Client. Nothing contained therein shall be interpreted as an offer, recommendation, solicitation, or invitation to enter into any transaction involving a financial instrument.

7.2.4 Any opinions, commentaries, analyses, forecasts, projections, or market views made available by the Company are subject to change without notice. The Company assumes no obligation to revise, update, correct, or supplement previously published information.

7.2.5 The Client shall not reproduce, distribute, publish, transmit, disclose, or otherwise make available any Market Information to third parties without the prior written consent of the Company. The Client remains responsible for complying with all applicable legal and regulatory restrictions relating to the use of such information.

7.2.6 Nothing communicated by the Company shall be interpreted as authorization, solicitation, or encouragement to engage in trading activities in any jurisdiction where such activities are prohibited or restricted by applicable law. The Client remains solely responsible for ensuring compliance with all legal and regulatory requirements applicable to their jurisdiction.

7.2.7 The Company is under no obligation to provide ongoing market commentary, portfolio monitoring, position updates, trading recommendations, or account-specific guidance. Any information voluntarily provided by the Company shall not create a fiduciary relationship or advisory duty.

7.2.8 By accessing or utilizing Market Information, educational resources, trading tools, or other materials supplied by the Company, the Client acknowledges the risks associated with trading and agrees not to rely upon any representation, implication, expectation, or perceived guarantee of trading success.

7.2.9 Where Market Information is supplied by third-party providers, the availability, accuracy, and continuity of such information shall remain subject to the terms, conditions, and operational practices of the relevant provider.

### **7.3 Order Execution and Trading Conditions**

7.3.1 By submitting a market order, the Client acknowledges and agrees that execution shall occur at the best available price at the relevant time. The executed price may differ from the quoted price due to market volatility, liquidity conditions, price fluctuations, execution delays, or other factors beyond the Company's control. Such differences, commonly referred to as "slippage," are accepted by the Client.

7.3.2 All transactions shall be executed through the Company's designated trading platform, and the Company may act as the counterparty to a transaction where applicable. Executed transactions are personal to the Client and may not be assigned, transferred, or otherwise conveyed to another account holder.

7.3.3 The Company reserves the right to amend pricing, margin requirements, leverage limits, trading conditions, or other execution parameters based on account classification, trading activity, prevailing market conditions, regulatory obligations, or risk management considerations. Such adjustments may be implemented with or without prior notice where permitted.

7.3.4 The Client bears sole responsibility for ensuring that all order instructions submitted through the platform are complete, accurate, and free from errors. The Company shall not be liable for losses arising from incorrect, incomplete, duplicate, or conflicting instructions submitted by the Client.

7.3.5 The Company may delay, reject, suspend, limit, or cancel the execution of orders where exceptional market conditions, system disruptions, force majeure events, technical failures, liquidity shortages, regulatory requirements, or other extraordinary circumstances affect normal trading operations.

7.3.6 Once a market order has been executed, it shall be deemed final and binding and may not be canceled, amended, or revoked by the Client.

7.3.7 The Client acknowledges that trading in financial instruments involves substantial risk and confirms that all trading decisions are made independently. No transaction executed through the platform shall be interpreted as a recommendation, endorsement, guarantee, or investment advice provided by the Company.

7.3.8 Open positions may be closed automatically where required due to account expiry, insufficient margin, risk management measures, regulatory obligations, or other circumstances permitted under this Agreement. Any applicable rollover, financing, or overnight charges shall remain the responsibility of the Client.

7.3.9 The Company reserves the right to investigate trading activity that appears irregular, suspicious, fraudulent, abusive, or inconsistent with this Agreement. During such investigations, the Company may impose restrictions on the account, suspend trading activity, withhold funds where permitted by law, or report relevant information to the appropriate authorities.

7.3.10 The Company may establish and amend limitations relating to trading volume, order frequency, transaction size, instrument availability, or other execution parameters for operational, regulatory, liquidity, or risk management purposes.

7.3.11 Scalping strategies are prohibited unless expressly authorized in writing by the Company. Where unauthorized scalping activity is identified, the Company may cancel affected transactions, reverse resulting profits, impose trading restrictions, or take other corrective measures deemed appropriate.

7.3.12 The Company may close, liquidate, offset, or partially close positions where necessary to protect the Client's account, satisfy margin requirements, reduce risk exposure, comply with regulatory obligations, or preserve market integrity.

7.3.13 The Client acknowledges that internet latency, communication failures, data transmission delays, interruptions in market data feeds, and failures of third-party service providers may affect order execution. The Company shall not be liable for execution variances resulting from such circumstances.

7.3.14 The Company reserves the right to restrict, suspend, or prohibit trading in specific instruments, markets, products, or asset classes where required by market conditions, regulatory obligations, liquidity considerations, risk management concerns, or operational requirements.

7.3.15 Electronic records maintained by the Company relating to orders, executions, account activity, trading instructions, and transaction history shall constitute evidence of trading activity and may be relied upon in the resolution of disputes, investigations, or compliance reviews.

## **SECTION 8. CLIENT INFORMATION, DOCUMENTATION AND ELECTRONIC RECORDS**

### **8.1 Client Information and Verification Documentation**

8.1.1 The Client shall ensure that all information provided to the Company remains accurate, complete, current, and not misleading. The Client shall promptly notify the Company of any material changes affecting such information. Failure to maintain accurate records may result in account restrictions, suspension, or termination.

8.1.2 The Client shall provide all documentation reasonably required by the Company to satisfy its Know Your Customer (KYC), Anti-Money Laundering (AML), sanctions screening, and compliance obligations. Such documentation may include proof of identity, proof of residence, source of funds documentation, and any other records requested by the Company.

8.1.3 The Company may verify Client Information through internal reviews, third-party verification providers, public databases, financial institutions, or other lawful sources. The submission of false, inaccurate, expired, altered, misleading, or incomplete documentation may result in account restrictions, suspension, termination, or other corrective action.

8.1.4 Additional information or documentation may be required depending on the Client's jurisdiction, risk profile, account activity, funding method, regulatory obligations, or other compliance considerations. The Client shall cooperate fully with such requests to maintain access to the Company's services.

8.1.5 The Client acknowledges and agrees that information provided to the Company may be disclosed to banks, financial institutions, Payment Service Providers, compliance providers, regulatory authorities, or affiliated entities where necessary to facilitate transactions, verify identity, satisfy legal obligations, or support legitimate business operations.

8.1.6 The Company may collect and maintain information relating to the Client's identity, occupation, contact details, residence, financial circumstances, and account activity for the purpose of account administration, regulatory compliance, risk management, communication, and service delivery.

8.1.7 Although the Company implements reasonable security measures to protect Client Information, the Client remains responsible for maintaining the confidentiality of account credentials and access information. The Company shall not be responsible for unauthorized account access resulting from the Client's failure to protect such credentials.

8.1.8 By registering an account, accessing the platform, or utilizing the Company's services, the Client authorizes the collection, processing, storage, and use of Client Information for lawful business, operational, regulatory, and compliance purposes.

8.1.9 The Company reserves the right to reject any document, record, or submission that is illegible, expired, incomplete, inaccurate, altered, or otherwise unsatisfactory. The Client shall promptly provide replacement documentation where requested.

8.1.10 Where the Client loses access to a registered email address or other designated communication channel, the Client shall notify the Company in writing as soon as reasonably practicable and before submitting account-related requests, disputes, complaints, or instructions requiring verification.

8.1.11 The Client acknowledges and agrees that telephone conversations, electronic communications, emails, support interactions, platform communications, and similar correspondence may be monitored, recorded, stored, and reviewed by the Company for quality assurance, compliance, security, dispute resolution, training, and legal purposes.

8.1.12 Communication records, correspondence, account documentation, verification materials, and related information may be retained by the Company in accordance with applicable legal, regulatory, operational, and data retention requirements.

8.1.13 To the extent permitted by applicable law, communications, records, documents, recordings, and other information maintained by the Company may be relied upon as evidence in legal proceedings, regulatory investigations, dispute resolution processes, or compliance reviews.

8.1.14 Except where required by applicable law, the Client shall have no automatic right to access, inspect, obtain, or receive copies of the Company's internal records, proprietary documentation, compliance files, investigation materials, or internal communications.

8.1.15 The Company may provide access to Client Information, communication records, and verification documentation to affiliated entities, contractors, service providers, professional advisors, and other authorized

parties where reasonably necessary for legitimate business, compliance, operational, or regulatory purposes.

8.1.16 The Client shall not record, publish, disclose, distribute, or otherwise make available communications with the Company without the Company's prior written consent, except where such restriction is prohibited by applicable law.

8.1.17 The Company reserves the right to reject, suspend, deactivate, invalidate, or terminate any account where the information or documentation provided by the Client is determined to be false, misleading, incomplete, fraudulent, or otherwise unacceptable.

8.1.18 The Client shall periodically review account information and ensure that all records maintained with the Company remain accurate and up to date for regulatory, compliance, and operational purposes.

8.1.19 The Company may require the Client to renew, update, or resubmit previously accepted documentation where necessary to satisfy legal, regulatory, compliance, operational, or risk management requirements.

## **8.2 Electronic Signatures and Digital Communications**

8.2.1 By registering an account, accessing the platform, executing transactions, or utilizing the Company's services, the Client consents to the use of Electronic Signatures in connection with all agreements, disclosures, notices, authorizations, instructions, and documents relating to the Company's services.

8.2.2 The Client agrees that notices, communications, disclosures, statements, confirmations, policy updates, and other information may be delivered electronically through the Client's registered email address, trading platform, client portal, website notifications, or other communication channels designated by the Company.

8.2.3 The Client shall promptly notify the Company of any change to their registered email address, telephone number, or other contact information. Failure to do so shall not invalidate communications properly transmitted by the Company using the Client's most recently recorded contact details.

8.2.4 Any instruction, authorization, request, transaction, or communication submitted through the Company's electronic systems, trading platform, registered email address, or other approved communication channels shall be deemed to have been authorized by the Client unless proven otherwise.

8.2.5 The Company shall not be liable for losses arising from the unauthorized use of Electronic Signatures, electronic communications, or digital instructions except where such losses result directly from the Company's proven gross negligence, fraud, or willful misconduct.

8.2.6 The Client remains responsible for maintaining the security of devices, communication channels, authentication methods, and access credentials used in connection with Electronic Signatures and digital communications with the Company.

8.2.7 Any request to withdraw, restrict, or modify Electronic Consent must be submitted to the Company in writing. Such request shall not affect the validity or enforceability of any action, transaction, agreement, or instruction completed before the Company acknowledges and processes the request.

8.2.8 Electronic records, communications, confirmations, signatures, instructions, agreements, and transaction histories maintained by the Company shall be retained in accordance with applicable legal, regulatory, operational, and data retention requirements.

8.2.9 The Client acknowledges the risks associated with electronic communications, including transmission failures, technical malfunctions, cyber incidents, delays, interception, system outages, and other circumstances beyond the Company's reasonable control. The Client remains

responsible for monitoring communications and ensuring the timely receipt and review of information transmitted by the Company.

8.2.10 Electronic records maintained by the Company shall be presumed accurate and authentic unless the Client establishes otherwise through credible and verifiable evidence.

## **SECTION 9. ACCOUNT ACCESS, AUTHORITY AND ACTIVITY MANAGEMENT**

### **9.1 Account Access and User Responsibilities**

9.1.1 Upon successful account activation, the Client shall be provided with the credentials necessary to access the trading platform and utilize the services made available by the Company.

9.1.2 The Client shall maintain the confidentiality and security of all account credentials, including usernames, passwords, email accounts, authentication methods, and other access information associated with the account.

9.1.3 The Client accepts full responsibility for all instructions, transactions, communications, and activities conducted through the account, including activities arising from unauthorized access resulting from negligence, credential sharing, or failure to safeguard account information.

9.1.4 The Company shall not be liable for losses, damages, unauthorized transactions, or security incidents arising from the Client's failure to protect account credentials or comply with their security obligations under this Agreement.

9.1.5 The Client shall notify the Company immediately upon becoming aware of any actual or suspected unauthorized access, security breach, credential compromise, or other incident affecting the security of the account.

9.1.6 The Company may monitor account activity, login attempts, transactions, platform usage, and related account interactions for security, fraud prevention, compliance, operational, and regulatory purposes.

9.1.7 The Company reserves the right to restrict, suspend, deactivate, or terminate account access where it reasonably determines that the Client has breached this Agreement, engaged in fraudulent conduct, violated applicable laws, compromised platform security, or otherwise created risks to the Company or other users.

9.1.8 The Client shall ensure that all information maintained within the account remains accurate, complete, and current. The Company may impose restrictions or take corrective action where account information is determined to be false, misleading, inaccurate, or incomplete.

9.1.9 The Company may modify, upgrade, replace, limit, suspend, or discontinue platform features, account functionality, or system capabilities at its discretion and without prior notice where permitted by applicable law.

9.1.10 Where a Client maintains multiple accounts with the Company, each account shall be treated as a separate account relationship unless otherwise expressly approved by the Company. Activity occurring within one account shall not automatically affect the rights, obligations, or status of another account.

9.1.11 If the Client loses access to a registered email address or designated communication channel associated with the account, the Client shall notify the Company promptly in writing to facilitate account security, verification, and continued communications.

9.1.12 The Company reserves the right to amend account access requirements, platform usage conditions, security procedures, and related operational rules from time to time. Continued use of the platform following

the implementation of such changes shall constitute acceptance of the revised requirements.

9.1.13 The Company may conduct periodic reviews, audits, compliance assessments, account verification procedures, and activity evaluations to ensure adherence to this Agreement, applicable laws, regulatory obligations, and internal operational requirements.

9.1.14 The Company may require additional authentication measures, identity verification procedures, or enhanced security checks before granting or restoring account access where unusual activity, security concerns, or compliance risks are identified.

## **9.2 Authorized Third-Party Access**

For the purposes of this Agreement, Authorized Third-Party Access refers to any arrangement whereby a person or entity other than the Client is permitted to access, manage, operate, or provide instructions in relation to the Client's account, subject to the Company's approval and applicable requirements.

9.2.1 No third party shall be permitted to access, manage, operate, or provide instructions in relation to a Client's account without the Company's prior written approval. The Company reserves the right to approve, reject, limit, or revoke any such authorization at its sole discretion.

9.2.2 The selection, appointment, supervision, and monitoring of any authorized third party shall remain the sole responsibility of the Client. The Company does not endorse, recommend, evaluate, supervise, or assume responsibility for any third party selected by the Client.

9.2.3 The Client shall remain fully responsible and liable for all acts, omissions, instructions, transactions, communications, and activities carried out by any authorized third party acting in relation to the account.

9.2.4 Prior to granting third-party access, the Company may require the execution of agreements, authorizations, declarations, powers of attorney, or other documentation deemed necessary to establish the authority of the third party and the terms governing such access.

9.2.5 Requests involving family members, relatives, representatives, agents, or other individuals shall remain subject to the same approval, verification, compliance, and documentation requirements applicable to all third-party access requests.

9.2.6 The Company reserves the right to restrict, suspend, terminate, or revoke third-party access at any time where it considers such action necessary for security, compliance, regulatory, operational, legal, or risk management purposes.

9.2.7 The Client shall indemnify and hold harmless the Company, its affiliates, officers, employees, agents, and representatives against any losses, liabilities, damages, penalties, claims, costs, or expenses arising directly or indirectly from the actions, omissions, misconduct, or legal violations of an authorized third party.

9.2.8 Any amendment, limitation, revocation, or termination of third-party authority must be communicated to the Company in writing. Until such notification has been received, verified, and processed by the Company, the Client shall remain responsible for the actions of the authorized third party.

9.2.9 The Company may request identification documents, due diligence information, background verification materials, compliance records, or other supporting documentation from any third party seeking access to a Client's account.

9.2.10 The Company may require the periodic renewal, reconfirmation, or updating of third-party authorizations and supporting documentation to ensure continued validity, compliance, and operational suitability.

### **9.3 Inactive and Non-Operational Accounts**

9.3.1 An account shall be classified as an Inactive Account where no login activity, trading activity, deposit activity, withdrawal activity, or other meaningful account activity has occurred for a period of thirty (30) consecutive calendar days.

9.3.2 The Company may apply administrative measures to Inactive Accounts, including monitoring procedures, account restrictions, maintenance charges, compliance reviews, or other actions considered necessary for operational, regulatory, or risk management purposes.

9.3.3 An account that remains classified as an Inactive Account for a continuous period of ninety (90) calendar days shall be designated as a Non-Operational Account unless reactivated in accordance with the Company's requirements.

9.3.4 Non-Operational Accounts may be subject to additional restrictions, enhanced compliance reviews, administrative controls, maintenance fees, account limitations, or other measures deemed appropriate by the Company.

9.3.5 Inactive Accounts may be subject to recurring maintenance fees in accordance with the Company's prevailing fee schedule and applicable policies.

9.3.6 Non-Operational Accounts may incur an annual administrative maintenance fee of USD 2,000.00, or its equivalent in the account's base currency, in addition to any applicable recurring maintenance fees, unless otherwise determined by the Company.

9.3.7 Monthly, annual, administrative, and maintenance charges applicable to Inactive or Non-Operational Accounts may continue to accrue until the account is reactivated, closed, or the available balance is exhausted, subject to applicable law.

9.3.8 Where a Non-Operational Account remains inactive for an extended period and the Company is unable to establish communication with the Client despite reasonable efforts, the Company may administer the account in accordance with its dormant account procedures and applicable legal, regulatory, accounting, or operational requirements.

9.3.9 The Company may restrict access to account services, trading functionality, platform access, deposits, withdrawals, or other account features while an account remains classified as Inactive or Non-Operational.

9.3.10 Reactivation of an Inactive or Non-Operational Account shall be subject to the completion of any verification, compliance, due diligence, or Know Your Customer (KYC) requirements imposed by the Company. Fees previously deducted from the account shall not be refunded upon reactivation.

9.3.11 The Client remains solely responsible for monitoring account activity and maintaining account engagement. The Company shall not be liable for losses, costs, inconveniences, or consequences arising from the classification of an account as Inactive or Non-Operational.

9.3.12 The Company may notify the Client of an upcoming Inactive or Non-Operational classification through available communication channels; however, the failure to provide such notice shall not prevent the Company from applying the provisions of this Section.

9.3.13 The Company may close an account where the account has been classified as Inactive or Non-Operational, the account balance has been withdrawn or exhausted, communication with the Client is unsuccessful, or continued maintenance of the account is no longer considered operationally, legally, or commercially appropriate.

9.3.14 The Company reserves the right to implement additional administrative measures, data retention procedures, regulatory disclosures, record management practices, or account closure actions in relation to long-term Non-Operational Accounts, where required for legal, regulatory, operational, or risk management purposes.

## **SECTION 10. DEFAULT, SUSPENSION AND TERMINATION**

### **10.1 Events of Default**

10.1.1 An Event of Default shall occur where the Client fails to satisfy any financial obligation arising under this Agreement, including the payment of fees, charges, margin requirements, liabilities, or other amounts owed to the Company.

10.1.2 An Event of Default may arise upon the bankruptcy, insolvency, liquidation, legal incapacity, or death of the Client. In such circumstances, the Company may suspend account activity pending receipt of documentation satisfactory to the Company and compliance with all applicable succession, probate, inheritance, estate administration, or other legal requirements.

10.1.3 Failure by the Client to comply with Know Your Customer (*KYC*), Anti-Money Laundering (*AML*), sanctions screening, verification requirements, or other regulatory obligations within a reasonable period may constitute an Event of Default and may result in the restriction, suspension, or termination of services.

10.1.4 Any act involving fraud, deliberate misrepresentation, market manipulation, collusion, deceptive conduct, unlawful activity, or abuse of the Company's services shall constitute an Event of Default and may result in account suspension, termination, reporting to relevant authorities, or other corrective action.

10.1.5 Circumstances arising from force majeure events, including war, terrorism, civil unrest, labor disputes, political instability, natural disasters,

pandemics, governmental actions, or other extraordinary events beyond the reasonable control of either Party, may prevent performance of obligations under this Agreement and may result in the implementation of default-related protective measures where necessary.

10.1.6 Significant operational disruptions, including prolonged system failures, technological incidents, data corruption, cybersecurity events, regulatory restrictions, or other events materially affecting the Company's ability to provide services, may result in temporary service restrictions, account limitations, position management actions, or other measures deemed necessary by the Company.

10.1.7 Upon the occurrence of an Event of Default, the Company may exercise any right or remedy available under this Agreement or applicable law, including the liquidation of positions, suspension of services, account restrictions, recovery actions, or the commencement of legal proceedings.

10.1.8 Any investigation, inquiry, regulatory action, governmental request, enforcement proceeding, or similar matter involving the Client that may expose the Company to legal, regulatory, reputational, or compliance risk may constitute an Event of Default.

10.1.9 Following the occurrence of an Event of Default, the Company may apply available account balances toward the settlement of outstanding obligations, liabilities, charges, fees, penalties, or other amounts owed by the Client, subject to applicable law.

10.1.10 Except where otherwise required by applicable law, the Company shall not be obligated to provide advance notice, compensation, or reimbursement before exercising its rights following an Event of Default.

10.1.11 Where any regulatory authority, governmental body, law enforcement agency, court, or competent authority imposes restrictions, initiates proceedings, issues directives, or conducts investigations

concerning the Client or the Client's account, the Company may suspend, restrict, or limit access to services without liability.

10.1.12 The use of unauthorized automated trading systems, scripts, software, bots, algorithms, or other technologies designed to manipulate platform functionality, exploit system vulnerabilities, distort market activity, or circumvent Company controls shall constitute an Event of Default.

10.1.13 The occurrence of any Event of Default shall not limit the Company's ability to rely upon or enforce any additional Event of Default arising from the same conduct, transaction, omission, or set of circumstances.

## **10.2 Suspension and Termination of Services**

10.2.1 The Company reserves the right to suspend, restrict, or terminate the Client's account and access to the services where it reasonably determines that the Client has materially breached this Agreement, engaged in unlawful conduct, failed to satisfy regulatory requirements, or otherwise created an unacceptable risk to the Company.

10.2.2 A Client wishing to terminate this Agreement must submit a written request using the email address registered to the account or through another communication method approved by the Company. Requests originating from unverified sources may be rejected or subject to additional verification requirements.

10.2.3 Upon termination of this Agreement, whether initiated by the Client or the Company, all outstanding liabilities, obligations, charges, fees, losses, and other amounts owed by the Client shall become immediately due and payable.

10.2.4 Where funds remain in an account following termination, the Company may, subject to applicable law and compliance requirements, convert balances, deduct outstanding obligations, cancel promotional credits or bonuses, and return any remaining balance to a verified payment method or account associated with the Client.

10.2.5 Following termination, the Client shall no longer be permitted to access the trading platform, submit orders, maintain open positions, or utilize any services provided by the Company, except where necessary to complete post-termination procedures.

10.2.6 The Company may initiate account termination procedures where the Client requests withdrawal of the entire account balance, where prolonged inactivity exists, or where the Client fails to respond to repeated communication attempts within a reasonable period.

10.2.7 Termination resulting from inactivity, non-operational account status, or an Event of Default shall not obligate the Company to provide compensation, reimbursement, or indemnification unless otherwise required by applicable law.

10.2.8 The Company reserves the right to cancel, reverse, adjust, or remove bonuses, promotional credits, incentives, rebates, or similar benefits where termination occurs and the applicable terms governing such benefits permit such action.

10.2.9 Termination of this Agreement shall not release the Client from any obligation, liability, indebtedness, claim, indemnity, undertaking, or responsibility arising prior to the effective date of termination.

10.2.10 The Company may immediately terminate or suspend services without prior notice where the Client engages in serious misconduct, violates applicable laws or regulations, commits fraud, compromises platform security, or otherwise commits a material breach warranting immediate action.

10.2.11 Where chargebacks, payment disputes, reimbursement claims, or similar proceedings are initiated by or on behalf of the Client, the Company

may suspend account activity, withhold funds to the extent permitted by law, and pursue any remedies available under this Agreement or applicable law.

10.2.12 The Client shall indemnify, defend, and hold harmless the Company, its affiliates, directors, officers, employees, contractors, agents, and representatives against any losses, liabilities, damages, claims, costs, expenses, penalties, or legal fees arising from the Client's breach of this Agreement, misrepresentation, unlawful conduct, or misuse of the services.

10.2.13 The Company may suspend, restrict, or terminate services where it reasonably concludes that maintaining the relationship with the Client presents a legal, regulatory, financial, operational, reputational, or compliance risk.

10.2.14 Following termination, the Company may retain Client records, account information, communications, trading records, and other documentation for the period required under applicable laws, regulatory requirements, internal policies, or legitimate business purposes.

10.2.15 Where litigation, arbitration, regulatory proceedings, investigations, complaints, or other disputes involving the Client remain unresolved, the Company may suspend access to services and delay the release of funds until the matter has been resolved or otherwise addressed in accordance with applicable requirements.

10.2.16 Any provision of this Agreement which by its nature is intended to survive suspension, expiration, or termination, including provisions relating to liabilities, indemnities, payment obligations, record retention, confidentiality, dispute resolution, and regulatory compliance, shall remain in full force and effect following termination.

## **SECTION 11. MISCELLANEOUS AND FINAL PROVISIONS**

## **11.1 Interpretation of Terms**

11.1.1 Unless the context otherwise requires, references to the singular shall include the plural and vice versa, and references to any gender shall include all genders.

11.1.2 Headings, titles, and section references are included for convenience only and shall not affect the interpretation or construction of this Agreement.

11.1.3 References to any law, regulation, rule, statute, or regulatory requirement shall include any amendment, replacement, consolidation, or re-enactment thereof.

11.1.4 The terms "including," "include," and similar expressions shall be construed as meaning "including without limitation."

11.1.5 In the event of any inconsistency between the provisions of this Agreement and any supplementary policy, notice, disclosure, or platform-specific terms, this Agreement shall prevail unless expressly stated otherwise.

## **11.2 Severability**

11.2.1 If any provision of this Agreement is determined by a court, tribunal, regulator, or competent authority to be invalid, unlawful, unenforceable, or void, such provision shall be deemed severed to the extent necessary without affecting the validity and enforceability of the remaining provisions.

11.2.2 The Parties acknowledge that the remaining provisions of this Agreement shall continue in full force and effect notwithstanding the invalidity or unenforceability of any individual provision.

## **11.3 No Waiver**

11.3.1 No failure, delay, or omission by the Company in exercising any right, power, remedy, or privilege under this Agreement shall constitute a waiver of such right, power, remedy, or privilege.

11.3.2 Any waiver granted by the Company shall be effective only if made in writing and shall apply solely to the specific matter for which it was granted.

11.3.3 A single or partial exercise of any right or remedy shall not prevent any further exercise of that right or remedy or the exercise of any other right or remedy available under this Agreement.

#### **11.4 Assignment and Transfer of Rights**

11.4.1 The Company may assign, transfer, delegate, novate, or otherwise dispose of any of its rights, obligations, or interests under this Agreement to any affiliate, successor, acquirer, or third party without obtaining the Client's consent, to the extent permitted by applicable law.

11.4.2 The Client shall not assign, transfer, delegate, pledge, charge, or otherwise dispose of any rights or obligations arising under this Agreement without the Company's prior written consent.

11.4.3 Any attempted assignment or transfer by the Client in violation of this Section shall be null and void unless expressly approved by the Company in writing.

#### **11.5 Entire Agreement**

11.5.1 This Agreement, together with all policies, disclosures, notices, schedules, and documents incorporated by reference, constitutes the entire agreement between the Parties relating to the subject matter herein.

11.5.2 This Agreement supersedes all prior discussions, negotiations, representations, understandings, communications, arrangements, and

agreements relating to the use of the Company's services, whether oral or written.

11.5.3 The Client acknowledges that they have not relied upon any statement, representation, warranty, promise, or undertaking other than those expressly set out in this Agreement.

## **11.6 Language and Prevailing Version**

11.6.1 This Agreement is prepared and executed in the English language.

11.6.2 Any translation of this Agreement is provided solely for convenience and informational purposes and shall not modify, supplement, or replace the English version.

11.6.3 In the event of any inconsistency, discrepancy, ambiguity, or conflict between the English version and any translated version, the English version shall prevail and govern.

## **11.9 Official Communications**

11.9.1 The Client acknowledges that all official communications relating to the Company's services shall be transmitted through the communication channels designated by the Company from time to time.

11.9.2 The Official Website, Official Email, client portal, trading platform, and any other communication channels expressly designated by the Company shall constitute valid communication channels for the delivery of notices, disclosures, announcements, policy updates, and other communications.

11.9.3 Notices, disclosures, and communications transmitted through the Company's designated communication channels shall be deemed duly delivered and received in accordance with this Agreement.

11.9.4 The Client shall be responsible for maintaining accurate contact information and for regularly reviewing communications issued by the Company through its designated communication channels.

### **11.10 Effective Date and Continuing Effect**

11.10.1 This Agreement shall become effective immediately upon the Client's acceptance, registration of an account, or use of the Company's services, whichever occurs first.

11.10.2 The Client's continued access to or use of the Company's services shall constitute ongoing acceptance of this Agreement and any amendments made in accordance with its provisions.

11.10.3 Any provision of this Agreement which by its nature is intended to survive expiration, suspension, closure, or termination shall remain binding and enforceable notwithstanding the termination of the contractual relationship between the Parties.