



USER TERMS AND CONDITIONS

*Access to, registration with, or use of the services provided by **PLAROVEX** signifies the User's acknowledgment and acceptance of these User Terms and Conditions (the "Agreement"), which govern the legal relationship between the User and the Company.*

Article 1: Scope, Legal Authority, and Binding Nature

Clause 1.1: Parties to the Agreement

This Agreement defines the contractual relationship between the parties identified below, each of whom agrees to be bound by the provisions contained herein.

For the purposes of this Agreement:

- *The **Company** refers to **Plarovex**, refers to a lawfully established and registered entity operated by **FinSet Trade Ltd**, together with its affiliates, subsidiaries, successors, assigns, officers, employees, and authorized representatives. The Company maintains its principal place of business at **Island Ring Road, TB Office, NRU68, Teren, Republic of Nauru**. These User Terms and Conditions of Use (the "Agreement") govern the access to, use of, and rights and obligations associated with the services, products, platforms, and facilities made available through Plarovex.com, which is owned and operated by FinSet Trade Ltd (hereinafter referred to as the "Company," "we," "us," or "our"). FinSet Trade Ltd is duly incorporated in the Republic of Nauru under **Business License No. 001052026** and holds **License No. 0128937-015**, granted pursuant to **Government Notice No. GHY69759186073** by the International Services Authority of Nauru (ISA) under the authority conferred by Section 27 of the Financial Services Act 2006.*
- *The **User** means any individual or legal entity that creates an account with the Company, accepts these User Terms and Conditions, and accesses or utilizes the services, platforms, or features offered by the Company.*

- *Collective Reference: **The Company and the User** may be referred to individually as a “Party” and collectively as the “Parties.”*

By entering into this Agreement, the Parties expressly confirm that these User Terms and Conditions constitute a valid, legally binding, and enforceable agreement governing the User’s access to and use of the Company’s services.

1.1.1. Binding Effect and Severability

These User Terms and Conditions shall be enforceable to the fullest extent permitted by law. If any provision is held to be invalid, unlawful, or unenforceable, such provision shall be deemed modified or severed without affecting the validity of the remaining provisions.

1.1.2. Hierarchy of Governing Documents

In the event of any inconsistency between these User Terms and Conditions and any supplementary policy, guideline, or communication issued by the Company, these User Terms and Conditions shall prevail unless expressly stated otherwise.

1.1.3. User Acceptance

The User’s continued access to or use of the Company’s services constitutes ongoing acceptance of these User Terms and Conditions, including any amendments made in accordance with this Agreement.

Clause 1.2. The Agreement

This Agreement consists of these User Terms and Conditions, together with any revisions, additions, schedules, policies, or other documents expressly incorporated by reference, and sets out the framework governing the legal relationship between the Company and the User.

This Agreement regulates the rights, duties, limitations, and responsibilities of the Parties in connection with the User's access to and use of the Company's platforms, services, products, and related offerings.

For the avoidance of doubt:

(a) Acceptance and Use

Engagement with the Company's website, systems, platforms, or services constitutes confirmation that the User has reviewed, understood, and accepted this Agreement in its entirety. Such acceptance applies equally to any supplementary notices, policies, or disclosures made available through the Company's services.

(b) Condition of Access

Use of the Company's services is strictly conditional upon the User's agreement to be legally bound by this Agreement. Users who do not accept these terms must refrain from accessing, registering for, or continuing to use any Company services or facilities.

(c) User Responsibility and Acknowledgment

By continuing with registration or use, the User represents that they have taken adequate time to familiarize themselves with the provisions of this Agreement and acknowledges that these terms are intended to safeguard the legitimate interests of both the User and the Company.

1.2.1 Updates and Amendments

The Company reserves the right to revise, amend, or replace this Agreement at its discretion. Any such changes shall take effect upon publication through the Company's website or platforms, unless otherwise stated. Continued use of the services following such publication shall constitute acceptance of the revised Agreement.

1.2.2 Right to Seek Advice

Prior to accepting this Agreement, the User is encouraged to seek independent legal, financial, or professional advice where necessary. The Company makes no representation that this Agreement is suitable for the User's specific circumstances.

1.2.3 Termination Upon Non-Acceptance

If the User disagrees with any provision of this Agreement, whether in whole or in part, the User must immediately discontinue access to the Company's services and notify the Company in writing of such discontinuation without undue delay.

Clause 1.3: Acceptance and Scope of the Agreement

Engagement with the Company's services, whether through access, registration, or continued use, constitutes the User's express consent to be legally bound by this Agreement, including any revisions adopted by the Company in accordance with its terms.

This Agreement applies comprehensively to all dealings, transactions, communications, and activities conducted through the Company's platforms, systems, or services, irrespective of the specific account type, service category, or method of access utilized by the User. The Company may revise or update this Agreement from time to time, and such revisions shall take effect upon notice provided through the Company's platform, official website, or electronic communication. Users are responsible for reviewing the Agreement periodically to remain informed of any changes.

1.3.1 Incorporated Documents

This Agreement may incorporate, by reference, additional official documents issued by the Company, including but not limited to privacy policies, disclosures, warranties, and supplementary guidelines. The User is advised to review such documents carefully, as they form an integral part of this Agreement.

1.3.2 User Responsibility and Risk Awareness

The User acknowledges sole responsibility for acquiring the knowledge, experience, and understanding necessary to assess and manage the risks associated with trading or participation in financial markets. The Company does not assume responsibility for, nor share in, any losses, risks, or adverse outcomes arising from the User's investment decisions.

1.3.3 Governing Language

All official notices, contractual documents, and communications issued by the Company shall be prepared in the English language. Any translations provided are offered solely for convenience, and the Company disclaims liability for inaccuracies or discrepancies arising from such translations. The English version shall prevail in all circumstances.

1.3.4 Informational Nature of Content

Information disseminated through the Company's website, correspondence, publications, or other communications is provided for general informational purposes only and does not constitute investment advice, financial recommendations, or personalized guidance. Users are encouraged to seek independent professional advice before making any financial decisions.

1.3.5 Official Communication Channels

The Company's official online presence is accessible at plarovex.com (the "Official Website"). All formal inquiries, notices, or correspondence shall be directed to support@plarovex.com (the "Official Email Address").

1.3.6 Non-Acceptance of the Agreement

Users who do not agree to all provisions of this Agreement must immediately discontinue access to and use of the Company's services, products, platforms, and any related offerings made available through affiliates or service partners.

1.3.7 Formation of a Binding Contract

Upon acceptance by the User and provision of services by the Company, this Agreement shall constitute a valid and legally enforceable contract governing the User's access to and use of the Company's services.

1.3.8 Application to User Accounts

This Agreement governs all trading and user accounts maintained with the Company, including procedures related to account registration, operation, suspension, and termination. The Agreement becomes effective upon the successful registration of an account by the User.

1.3.9 Intellectual Property and Disclosures

This Agreement addresses the Company's intellectual property rights and provides disclosures regarding the nature and structure of its business operations. By accepting this Agreement, the User confirms having reviewed and understood all applicable disclaimers and notices.

1.3.10 Geographic Restrictions

This Agreement does not apply within the United States of America. Any individual residing in, located within, or accessing the services from the United States is expressly prohibited from using the Company's products or services.

1.3.11 Breach of Supplementary Provisions

Any violation of provisions contained in supplementary documents incorporated into this Agreement shall be deemed a breach of this Agreement. The Company reserves the right to impose corrective measures, including account suspension or termination, in response to such breaches.

1.3.12 Amendments and Updates

The Company may amend, revise, or supplement this Agreement at its discretion. Any such amendments shall become binding upon publication or notification, and continued use of the services shall constitute acceptance of the amended Agreement.

1.3.13 Claims and Confidentiality

Any dispute, claim, or concern relating to this Agreement or the User's relationship with the Company must be submitted directly to the Company using the User's registered email address. All such communications shall be treated as confidential, and the User agrees to comply with the Company's non-disclosure requirements.

1.3.14 Governing Effect

This Agreement governs all services and products offered by the Company and defines the conduct, actions, and activities that are permitted or prohibited in connection with such services.

Clause 1.4: The Company

For the purposes of this Agreement, the term “**Company**” denotes **PLAROVEX**, a duly constituted entity operating in accordance with applicable laws, with its registered office under the supervision of the **International Services Authority of Nauru**.

The Company offers access to trading-related services and financial instruments, which may include, without limitation, foreign exchange instruments, digital assets, indices, equities, shares, and other financial products, through its proprietary platforms and related systems. References to the Company shall, where applicable, include its affiliated entities, subsidiaries, appointed agents, officers, employees, representatives, and partners engaged in the administration or delivery of such services.

1.4.1 Protection of Company Operations

The Company’s personnel, systems, internal procedures, assets, and business operations are essential to its functioning. The Company reserves the right to implement reasonable safeguards, controls, restrictions, or enforcement measures to protect its interests and operations.

1.4.2 Regulatory Compliance Disclaimer

The Company operates in accordance with applicable regulatory requirements. The Company does not represent that its services are lawful in every jurisdiction and assumes no responsibility for determining the legality of its services under the User’s local laws.

1.4.3 Legal Age and Capacity Requirement

Access to the Company’s services is limited to individuals who have reached the age of legal majority and possess full legal capacity under the laws of their jurisdiction.

1.4.4 Review and Approval of Registration

The Company may review, assess, and verify information submitted during registration and retains the right to approve or reject any registration application at its sole discretion.

1.4.5 Accuracy of User Information

The User represents that all information provided is accurate, complete, and truthful. The Company may restrict, suspend, or terminate accounts where information is found to be false, misleading, incomplete, or inaccurate.

1.4.6 Financial Assessment and Verification Rights

The Company may request financial or background information to assess suitability, compliance, or financial capacity, including information obtained from third-party verification sources, where permitted by law.

1.4.7 Trading Risk Acknowledgment

The User acknowledges that trading activities involve inherent risks and that losses may occur. The Company shall not be liable for losses arising from market conditions or trading decisions made by the User.

1.4.8 Assignment and Delegation of Rights

The Company may assign, transfer, or delegate its rights, obligations, and responsibilities under this Agreement to any third party without prior notice or consent.

Clause 1.5: The User

For the purposes of this Agreement, “User” refers to any individual or legal entity that has registered with the Company and agreed to be bound by this Agreement. The terms “you” and “your” refer to the User.

The User confirms that they possess the legal authority to enter into this Agreement and accepts responsibility for all activities conducted through their account.

1.5.1 Account Classification

Registration categories may be used for administrative purposes; however, all accounts shall be treated as individual accounts unless otherwise approved in writing by the Company.

1.5.2 Restriction on Third-Party Instructions

No third party may act on behalf of the User or issue instructions unless expressly authorized in writing by the Company.

1.5.3 Jurisdictional Legality Responsibility

The User confirms that access to the Company’s services is lawful in their jurisdiction and assumes full responsibility for any access or use in jurisdictions where such services are restricted or prohibited.

1.5.4 Exclusion of United States Persons

The User represents that they are not a U.S. person as defined under 17 CFR §230.902(k) and are not acting on behalf of a U.S. person. Use of the Company’s services must cease immediately if this status changes.

Definition of a United States Person

For the purposes of this Agreement, a “United States Person” includes, without limitation, any individual or entity that meets one or more of the following criteria:

- (a) An individual who holds United States citizenship, whether by birth or naturalization, or who is a lawful permanent resident of the United States (including green card holders);*
- (b) Any individual whose primary residence, habitual abode, or place of domicile is located within the United States of America or any of its territories or possessions;*

- (c) Any individual who is physically present within the United States at the time of accessing or using the Company's services;
- (d) Any individual who possesses a valid United States passport, United States taxpayer identification number, or social security number;
- (e) Any individual or entity that is subject to reporting, withholding, or compliance obligations under United States tax laws, including but not limited to the Foreign Account Tax Compliance Act (FATCA);
- (f) Any individual or entity maintaining a residential, mailing, correspondence, or registered business address within the United States or its territories;
- (g) Any partnership, corporation, trust, foundation, or other legal arrangement established, organized, incorporated, or having its principal place of business within the United States or under United States law;
- (h) Any individual or entity acting, directly or indirectly, for the benefit of, or on behalf of, a United States Person, including through discretionary or non-discretionary accounts;
- (i) Any account over which a United States Person exercises ownership, control, authority, or beneficial interest;
- (j) Any individual or entity otherwise classified as a "U.S. person" under applicable United States securities laws, including 17 CFR §230.902(k), as amended from time to time.

The foregoing definition shall be interpreted broadly to ensure compliance with applicable laws and regulatory requirements.

1.5.5 User Suitability and Knowledge Assessment

The User accepts sole responsibility for assessing their knowledge, experience, and suitability prior to using the Company's services.

1.5.6 Independent Decision-Making

All trading and account decisions are made solely by the User. The Company bears no responsibility for outcomes resulting from such decisions.

1.5.7 Prohibition of Insider Trading

The User undertakes not to engage in insider trading, misuse of confidential information, or unlawful market conduct.

1.5.8 Authorized Family Access

With prior written approval, the User may authorize a first-degree relative to access the account, subject to additional documentation and binding obligations under this Agreement.

1.5.9 Politically Exposed Persons Restriction

Politically exposed persons, public officials, and individuals connected to political activities are prohibited from using the Company's services.

1.5.10 Communication Obligations

The User agrees to maintain communication with the Company, including responding to telephone calls and electronic correspondence as reasonably required.

1.5.11 Official Communication Channels

All communications with the Company must originate from the User's registered email address. Communications from unregistered sources may be disregarded.

1.5.12 Compliance with the Agreement

By using the Company's services, the User agrees to comply fully with this Agreement and all related policies and documents incorporated by reference.

Clause 1.6: Intellectual Property and Proprietary Rights

All intellectual property rights associated with the Company's platforms, services, systems, and materials are fundamental assets of the Company and are protected under applicable intellectual property laws. Nothing in this Agreement shall be construed as transferring ownership or proprietary interests to the User.

Except as expressly permitted, the User acquires no rights other than a limited right to access and use the Company's services strictly in accordance with this Agreement.

1.6.1 Ownership of Intellectual Property

All intellectual property rights, whether registered or unregistered, relating to the Company's platforms, software, systems, branding, documentation, and services are owned by or licensed to the Company. Such rights include, without limitation, copyrights, trademarks, service marks, patents, trade secrets, database rights, proprietary technology, and know-how. No ownership rights are granted to the User under this Agreement.

1.6.2 Scope of Protected Materials

The Company's intellectual property includes, but is not limited to, software applications, source and object code, websites, trading platforms, user interfaces, layouts, graphics, icons, videos, audio materials, documents, advertisements, product designs, service descriptions, and any other content developed or made available by the Company.

1.6.3 Limited License to Use

Subject to compliance with this Agreement, the User is granted a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the Company's services solely for personal and non-commercial purposes. This license does not permit resale, redistribution, or commercial exploitation of any Company materials.

1.6.4 Prohibition of Unauthorized Use

Any use of the Company's intellectual property beyond the scope expressly permitted under this Agreement is strictly prohibited and may constitute an infringement of applicable laws. Unauthorized reproduction, distribution, publication, or exploitation of the Company's intellectual property may result in civil and criminal liability.

1.6.5 Termination for Intellectual Property Infringement

In the event of actual or suspected infringement of the Company's intellectual property or that of its affiliates, the Company reserves the right to suspend or terminate the User's access to the services and revoke any licenses granted under this Agreement, with or without prior notice.

1.6.6 Restrictions on Reverse Engineering and Misuse

The User shall not, directly or indirectly, and shall not permit any third party to:

- (a) reverse engineer, decompile, disassemble, or otherwise attempt to extract source code or technical structures from the Company's platforms or software;*
- (b) modify, adapt, translate, or create derivative works based on the Company's intellectual property;*
- (c) use the Company's trademarks, logos, or identifiers without prior written authorization;*
- (d) use the Company's intellectual property in any manner that may damage, dilute, or misrepresent the Company's reputation.*

1.6.7 Duty to Protect Intellectual Property

The User agrees to take reasonable measures to prevent unauthorized use, disclosure, or infringement of the Company's intellectual property and to refrain from any conduct that may compromise the Company's proprietary rights.

1.6.8 Recording and Ownership of Communications

All communications between the User and the Company, including electronic, telephonic, and written communications, may be recorded and retained by the Company. Such records shall remain the exclusive

property of the Company and may be used as evidence in legal or regulatory proceedings, where permitted by law.

1.6.9 Right to Withhold Proprietary Information

The Company reserves the right, at its sole discretion, to refuse disclosure of records, data, or information relating to the User's account or transactions where such disclosure may violate confidentiality obligations, intellectual property rights, legal requirements, or internal policies.

Article 2: Interpretative Framework

Clause 2.1: Terms and Definitions

For the purposes of this Agreement, the following terms, expressions, and concepts shall have the meanings set out below. These definitions are intended to promote clarity and uniform interpretation and shall apply throughout this Agreement and any related documents, policies, or communications, unless the context clearly indicates otherwise. Where ambiguity arises, the Company may determine the appropriate interpretation in good faith and in accordance with the nature of the services provided.

2.1.1 Account

A uniquely assigned trading account registered in the User's name and maintained by the Company for the execution of transactions and management of services.

2.1.2 Active / Open Trade(s)

Any executed transaction that remains open and subject to market movements until it is closed manually or automatically through predefined conditions such as stop-loss or take-profit orders.

2.1.3 Additional Agreement

Any supplementary document, policy, or contractual instrument referenced or incorporated into this Agreement and binding upon the Parties.

2.1.4 Affiliate

Any individual or entity enrolled in the Company's affiliate or referral program and compensated pursuant to agreed remuneration arrangements.

2.1.5 Agreement

This User Terms and Conditions document, together with all schedules, appendices, annexes, clauses, and incorporated policies, as amended from time to time.

2.1.6 Annualization

A financial calculation method used to convert returns or yields into an annualized rate based on recognized financial standards.

2.1.7 Anti-Money Laundering and Counter-Terrorist Financing Policy

The legal, regulatory, and procedural measures designed to detect and prevent the misuse of financial systems for illicit activities.

2.1.8 Applicable Laws and Regulations

All statutes, rules, directives, regulations, and legal requirements issued by competent authorities that apply to the Parties or the services.

2.1.9 Ask Price

The quoted price at which a financial instrument is offered for sale.

2.1.10 Averaging Up / Averaging Down

A trading technique involving the acquisition of additional units of an asset following price movements upward or downward.

2.1.11 Balance

The total cleared funds available in a User's account, excluding unrealized profits or losses from open positions.

2.1.12 Base Currency

The first-listed currency in a currency pair against which the value of the second currency is measured.

2.1.13 Bid Price

The quoted price at which a financial instrument is available for purchase.

2.1.14 Bonus

Promotional or incentive funds credited to a User's account, subject to conditions imposed by the Company.

2.1.15 Business Day

Any weekday on which the Company conducts operations, excluding weekends and recognized holidays, calculated in accordance with the Company's operational calendar.

2.1.16 Buy Limit

An instruction to purchase an asset at or below a specified price level.

2.1.17 Buy Stop

An instruction to purchase an asset once its market price exceeds a predefined level.

2.1.18 Capital

Funds deposited by the User into their account for trading or related purposes.

2.1.19 Capital Gain

Profit realized from an increase in the value of a financial asset.

2.1.20 Capital Loss

A reduction in value resulting from a decline in the price of an asset.

2.1.21 Contracts for Differences (CFDs)

Derivative instruments allowing Users to speculate on price movements without ownership of the underlying asset, involving a high degree of risk.

2.1.22 Client / User

Any individual or legal entity whose account registration has been accepted by the Company.

2.1.23 Commission

Fees charged by the Company or its partners for executing or facilitating transactions.

2.1.24 Company

PLAROVEX and its officers, employees, representatives, and operational personnel.

2.1.25 Complaints Management and Dispute Resolution Framework

The Company's internal procedure governing complaints and dispute handling.

2.1.26 Conflicts of Interest Governance Framework

A policy addressing circumstances where Company and User interests may diverge.

2.1.27 Contract

Any binding arrangement entered into between the Company and the User.

2.1.28 Contrarian Investing

A strategy involving positions taken contrary to prevailing market trends.

2.1.29 Counterparties

Banks, payment processors, or institutions engaged by the Company to facilitate transactions.

2.1.30 Credentials

Confidential access information associated with a User's account.

2.1.31 Credit

Funds advanced to the User subject to repayment or settlement conditions.

2.1.32 Currency

A recognized system of money used as a medium of exchange.

2.1.33 Currency Pair

The quotation of two currencies expressing the value of one relative to another.

2.1.34 Day Trading

The practice of opening and closing positions within the same trading day.

2.1.35 Deposit

Funds transferred into a User's account for trading purposes.

2.1.36 Derivative

A financial instrument whose value depends on an underlying asset.

2.1.37 Electronic Messaging

Any digital communication exchanged between the Company and the User.

2.1.38 Electronic Services

Digital platforms and tools provided by the Company.

2.1.39 Electronic Signature

A digital method used to indicate acceptance of documents or agreements.

2.1.40 Electronic Trading Platform

The software or system enabling execution and management of trades.

2.1.41 Equity

The net value of a trading account including balance and unrealized P/L.

2.1.42 Event of Default

Any breach or occurrence triggering enforcement measures under this Agreement.

2.1.43 Exchange Rate Risk

Exposure to loss due to currency value fluctuations.

2.1.44 Order Execution and Trade Processing Framework

The Company's rules governing order handling and trade execution.

2.1.45 Financial Instruments

Assets or contracts tradable on the Company's platforms.

2.1.46 Floating Loss / Profit

Unrealized losses or gains on open positions.

2.1.47 Forecast

Market projections based on analytical models.

2.1.48 Free Margin

Funds available to support new trades.

2.1.49 Funds

Money or assets held within a User's account.

2.1.50 Risk Exposure and Informed Consent Framework

A disclosure document outlining trading risks.

2.1.51 Hedging

A strategy to offset potential losses through opposing positions.

2.1.52 Index

A benchmark reflecting market or sector performance.

2.1.53 IPO

The first public offering of a company's shares.

2.1.54 Intellectual Property Rights

All proprietary rights owned or licensed by the Company.

2.1.55 Instruction

A directive issued by the User regarding account activity.

2.1.56 KYC

Identity verification procedures required by law.

2.1.57 Leverage

The ability to control larger positions with smaller capital.

2.1.58 Long Position

A position taken with the expectation of price appreciation.

2.1.59 Margin

Collateral required to maintain open positions.

2.1.60 Margin Call / Levels

Thresholds requiring additional funds to sustain positions.

2.1.61 Market

Any venue where financial instruments are traded.

2.1.62 Orders / Positions / Prices

Instructions and states governing trade execution.

2.1.63 Personal Data

Information identifying a User.

2.1.64 Pip / Volume / Volatility

Standard trading metrics.

2.1.65 Withdrawal

A request to transfer funds out of an account.

2.1.66 Force Majeure

Events beyond reasonable control affecting service delivery.

2.1.67 System Downtime

Temporary unavailability of platforms due to maintenance or failures.

2.1.68 Opening Price and Closing Price

The price at which a financial instrument is first traded at the commencement of a trading session and the price at which it is last traded at the conclusion of such session.

2.1.69 Open Position / Open Trade

Any position initiated by the User that remains active and unsettled until it is closed, offset, or liquidated in accordance with applicable trading conditions.

2.1.70 Order

An instruction submitted by the User to execute, modify, or cancel a transaction under specified parameters, subject to acceptance and execution by the Company.

2.1.71 Party / Parties

An individual reference to either the Company or the User, and collectively to both, as the context requires.

2.1.72 Pending Order

An instruction placed by the User to enter a transaction automatically once predefined market conditions are satisfied.

2.1.73 Personal Data

Any information relating to an identified or identifiable individual, including data collected, processed, or stored by the Company in connection with the services.

2.1.74 Pip(s)

The minimum standardized unit of price movement for a financial instrument, commonly used to measure changes in currency pairs or similar assets.

2.1.75 Position

A commitment entered into by the User to buy or sell a financial instrument, which remains effective until it is closed or otherwise terminated.

2.1.76 Principal

The individual or legal entity on whose behalf actions are taken, including the User acting on their own behalf in connection with their account.

2.1.77 Personal Data Protection and Privacy Framework

A Company-issued policy governing the collection, processing, retention, and protection of Personal Data in accordance with applicable data protection laws.

2.1.78 Rally

A rapid or sustained increase in the market price of a financial instrument, typically driven by market sentiment or external events.

2.1.79 Compensation and Reimbursement Governance Framework

A formal framework established by the Company governing eligibility, timelines, and methods for reimbursing deposited funds, subject to this Agreement.

2.1.80 Sell Limit

A pending instruction to sell a financial instrument at a price equal to or higher than a specified level.

2.1.81 Sell Stop

A pending instruction to sell a financial instrument once the market price reaches or falls below a specified threshold.

2.1.82 Services

All trading, financial, technological, and ancillary services, platforms, tools, and facilities made available by the Company under this Agreement.

2.1.83 Share(s)

A unit representing ownership interest in a corporation or asset, entitling the holder to associated economic rights.

2.1.84 Short Position

A trading position entered with the expectation that the price of the underlying instrument will decline.

2.1.85 Stock(s)

Equity instruments representing partial ownership in a corporate entity.

2.1.86 Stock Symbol

An abbreviated designation used to uniquely identify a publicly traded security.

2.1.87 Stop Loss

An automated instruction designed to close a position once a specified loss threshold is reached.

2.1.88 Stop-Out

The automatic closure of open positions by the Company when margin requirements are no longer satisfied.

2.1.89 Stop-Out Level

The predefined margin threshold at which the Company initiates forced liquidation of positions to mitigate risk.

2.1.90 Swap(s)

Charges or credits applied to a position held beyond a trading day, reflecting financing or rollover costs.

2.1.91 Take Profit

An instruction that automatically closes a position when a predetermined profit target is achieved.

2.1.92 *Agreement*

This document, together with all incorporated schedules, policies, and amendments, governing the contractual relationship between the Company and the User.

2.1.93 *Trading Account History Report*

A consolidated record detailing transactions, balances, positions, and activities associated with a User's account.

2.1.94 *Trading Account / Platform Account*

The registered account maintained by the User for accessing the Company's services and executing transactions.

2.1.95 *Transaction*

Any operation involving the execution, modification, settlement, transfer, or withdrawal of financial instruments or funds.

2.1.96 *Volatility*

The degree of variation in the price of a financial instrument over a given period, reflecting market uncertainty or risk.

2.1.97 *Volume*

The aggregate quantity of a financial instrument traded during a specified timeframe or transaction.

2.1.98 *Withdrawal*

A request submitted by the User to transfer available funds from their trading account to an external payment method approved by the Company.

Article 3: Provision and Administration of Services

Clause 3.1: Scope of Services

For the purposes of this Agreement, the Company provides Users with access to a range of services designed to facilitate participation in financial markets. Such services may include, without limitation, access to proprietary or third-party trading platforms, execution of financial transactions, availability of market-related data and analytics, provision of educational and informational materials, account

management functionality, and access to customer support services. All services are provided subject to technical availability, operational capacity, regulatory requirements, and internal risk controls.

The Company reserves the unrestricted right to modify, enhance, suspend, restrict, or permanently discontinue any service, feature, or component thereof at any time, including but not limited to account structures, pricing methodologies, commission frameworks, trading conditions, or platform functionality. The Company shall not be held liable for service interruptions, delays, or failures resulting from events beyond its reasonable control, including but not limited to system outages, cyber incidents, third-party service provider failures, or force majeure events.

3.1.1 Governing Framework for Services

All services provided by the Company are governed exclusively by the terms and conditions of this Agreement, together with any supplementary policies, disclosures, or platform-specific rules incorporated herein by reference. Any use of the services outside the scope expressly permitted under this Agreement shall be deemed unauthorized unless prior written consent is obtained from the Company.

3.1.2 Compliance With Prescribed Procedures

Access to and use of the Company's services are subject to strict compliance with all operational procedures, technical requirements, security protocols, and platform rules established by the Company. The Company reserves the right to decline, invalidate, or restrict any request, instruction, or transaction originating from unauthorized persons, jurisdictions, devices, or entities.

3.1.3 Account Responsibility and Obligations

The User assumes full and exclusive responsibility for the opening, operation, and maintenance of any account, including compliance with applicable laws and regulations, satisfaction of AML and KYC obligations, accuracy and completeness of disclosed information, continuous monitoring of account activity, and maintenance of sufficient funds and margin levels. The Company bears no responsibility for failures arising from User omissions or misrepresentations.

3.1.4 Client Registration Process

A User shall be deemed an official Client only upon successful completion of the registration process, full verification of identity and documentation, approval by the Company, and activation of the trading account. The Company reserves the right to reject or delay registration at any stage without obligation to provide justification.

3.1.5 Third-Party Payment Provider Terms

The use of any payment method is subject to the separate terms, conditions, and operational rules of the applicable Payment Service Providers ("PSPs"). Such third-party terms shall be binding upon the User with respect to the processing, transfer, and settlement of funds, and the Company bears no responsibility for PSP-related delays or disputes.

3.1.6 Platform-Specific Rules and Documentation

The User acknowledges and agrees to comply with all platform-specific documentation, operational manuals, risk disclosures, and usage rules applicable to the Company's trading platforms and affiliated systems, as amended from time to time.

3.1.7 Official Trading Platforms

*The Company's primary trading platform is **Plarovex-Trader**. The Company may, at its discretion, offer additional platforms, interfaces, or access points, including web-based, desktop, or mobile solutions, without guaranteeing continuity or compatibility across platforms.*

3.1.8 Account Credentials and Access Information

Upon account approval, the User shall receive unique access credentials, including an account number and password. The User bears sole responsibility for maintaining confidentiality and security of such credentials and for all activity conducted using them.

3.1.9 No Guarantee of Profit

The Company does not guarantee any profits, returns, performance outcomes, or investment success. Trading involves substantial risk, including the potential loss of all invested capital. The User acknowledges that all trading outcomes are the result of independent decisions and market conditions beyond the Company's control.

3.1.10 Educational Content Disclaimer

Educational materials, tutorials, webinars, or informational content may be provided solely for general informational purposes. Such materials are not guaranteed to be accurate, complete, current, or continuously available and shall not constitute financial, legal, or investment advice.

3.1.11 Independent Decision-Making

All trading, investment, and financial decisions are made exclusively by the User. Any tools, models, analytics, or suggestions provided by the Company do not shift responsibility or liability to the Company.

Clause 3.2: Provisioned Accounts

Provisioned Accounts are trading accounts configured with predefined parameters, including currency denomination, leverage limits, margin requirements, available financial instruments, and operational features. The Company reserves the right to amend account parameters, eligibility criteria, and available features at any time in response to regulatory changes, risk considerations, or operational requirements.

3.2.1 Limited Right of Use

The User is granted a personal, revocable, non-exclusive, and non-transferable right to access and use the services strictly in accordance with this Agreement and solely for lawful purposes.

3.2.2 Selection of Account Type

The User may apply for available account types based on eligibility criteria, experience level, jurisdiction, and risk profile. Approval remains subject to Company discretion.

3.2.3 Currency Denomination and Conversion

Accounts may be denominated in various currencies. Currency conversion may apply to deposits, withdrawals, or transactions at prevailing exchange rates determined by external providers, over which the Company has no control.

3.2.4 Live Account Classification

Live Accounts constitute the standard trading accounts offered by the Company and may include classifications such as

- *Junior*
- *Momentum*
- *Precision*
- *Control*
- *Dominance*
- *Predator*

Each subject to distinct trading conditions and eligibility requirements.

3.2.5 Modification of Account Features

The Company may restrict, modify, suspend, or enhance account features based on jurisdictional limitations, regulatory obligations, risk exposure, or operational capacity.

3.2.6 No Obligation to Open Accounts

The Company is under no obligation to approve any account application and may reject, cancel, or close accounts at any stage without explanation, subject to applicable law.

3.2.7 Account Modification Requests

Requests to modify account conditions, leverage, or features must be submitted in writing and are subject to Company review and approval.

3.2.8 Inactive Account Maintenance

Accounts that remain inactive for a continuous period of one (1) year may be subject to maintenance fees, operational restrictions, or closure in accordance with Company policy.

3.2.9 Minimum Balance Requirement

The Company reserves the right to close accounts with balances below USD 50.00 or its equivalent, and the User remains responsible for maintaining minimum balance thresholds.

Clause 3.3: Joint Accounts

For the purposes of this Agreement, a Joint Account refers to a trading account registered in the names of two (2) or more natural persons who are collectively recognized by the Company as account holders. All Joint Account holders share ownership rights, operational authority, and full responsibility for all activities, transactions, liabilities, and obligations arising from the use of the Joint Account. Unless expressly limited in writing and approved by the Company, each Joint Account holder shall possess full authority to act independently on behalf of the Joint Account, and the Company shall be entitled to rely on the instructions of any such holder without further inquiry.

3.3.1 Individual Account Default Rule

All trading accounts offered by the Company are individual accounts by default. Joint Accounts are not created automatically and require explicit application, formal designation as a Joint Account, enhanced due diligence, and prior written approval by the Company. The Company reserves the right to refuse the establishment of a Joint Account at its sole discretion without providing reasons.

3.3.2 Authorized Signatories

Each Joint Account holder approved by the Company shall be deemed an Authorized Signatory with full operational authority over the Joint Account. Unless the Company has expressly approved specific written limitations, each Authorized Signatory may independently access the account, place orders, initiate transactions, submit instructions, request withdrawals, or otherwise operate the Joint Account without the consent or involvement of the other holders.

3.3.3 Transaction Authority

Any Authorized Signatory may initiate trades, financial transactions, withdrawals, or other account-related instructions, subject to the Company's verification procedures, internal compliance checks, and operational controls. The Company shall not be obligated to confirm whether such instructions reflect the mutual agreement of all Joint Account holders and shall not be liable for acting on instructions provided by any Authorized Signatory.

3.3.4 Joint Ownership and Verification

All Joint Account holders shall be deemed joint owners of the funds, positions, profits, and losses associated with the Joint Account. Each holder must independently satisfy all identification, residency, tax, AML, KYC, and regulatory verification requirements imposed by the Company. Failure by any Joint

Account holder to meet such requirements may result in restrictions, suspension, or termination of the entire Joint Account.

3.3.5 Communications With Joint Account Holders

Any notice, communication, confirmation, disclosure, or request transmitted by the Company to any one (1) Authorized Signatory shall be deemed validly delivered to all Joint Account holders. The Company shall have no obligation to duplicate communications to each holder individually, and Joint Account holders waive any claim arising from internal failures to share such communications among themselves.

3.3.6 No Liability for Internal Disputes

The Company shall bear no responsibility or liability for disputes, disagreements, conflicts of interest, contradictory instructions, or legal claims arising between or among Joint Account holders. The Company shall not be required to mediate, arbitrate, or intervene in any internal dispute and may continue to act upon instructions received from any Authorized Signatory unless legally restrained.

3.3.7 Joint and Several Liability

All Joint Account holders are jointly and severally liable for all obligations, debts, losses, fees, charges, penalties, margin deficiencies, and liabilities arising from the Joint Account. The Company may pursue any one or more Joint Account holders for the full amount of any outstanding obligation without first seeking recovery from the others.

3.3.8 Closure of Joint Accounts

Joint Accounts may be closed in accordance with this Agreement, provided that all outstanding positions are closed, all obligations are fully settled, and any required documentation is submitted. The Company reserves the right to delay or refuse closure until all regulatory, compliance, and financial requirements are satisfied.

3.3.9 Conversion to Individual Accounts

Conversion of a Joint Account into one or more individual accounts shall require the unanimous written consent of all Joint Account holders and the prior approval of the Company. The Company may impose additional conditions, verification requirements, or restrictions before approving such conversion and may reject conversion requests at its discretion.

3.3.10 Inter-Account Transfers

Transfers of funds, positions, or assets between Joint Accounts and other Client accounts require formal written requests, identity verification, compliance review, and Company approval. The Company is not obligated to approve such transfers and may refuse requests where legal, operational, or risk concerns exist.

3.3.11 Amendments to Joint Account Details

Any amendment to Joint Account details, including changes to Authorized Signatories, contact information, ownership structure, or operating authority, must be submitted in writing and signed by all Joint Account holders. Such amendments shall take effect only upon Company approval and completion of any required verification procedures.

3.3.12 Death or Incapacity of a Signatory

In the event of the death, legal incapacity, or insolvency of any Joint Account holder, the Company may suspend account activity and require official legal documentation, including death certificates, court orders, or probate documents, before permitting further transactions or account disposition. The Company shall not be liable for delays arising from such verification.

3.3.13 Termination of Joint Accounts

Termination of a Joint Account shall remain subject to applicable laws, regulatory obligations, and full settlement of all liabilities. The Company may terminate a Joint Account if continued operation poses legal, regulatory, or operational risks.

3.3.14 Suspension or Restriction of Joint Accounts

The Company reserves the right to suspend, restrict, or freeze Joint Accounts, in whole or in part, where security risks, compliance concerns, suspected fraud, or regulatory requirements arise. Such actions may be taken without prior notice and without liability to the Joint Account holders.

Clause 3.4: Swap-Free / Islamic Accounts

Swap-Free (Islamic) Accounts are specialized trading accounts structured to exclude interest-based charges in accordance with generally recognized Sharia principles. In lieu of traditional swap or rollover interest, such accounts may be subject to alternative fee structures designed to compensate the Company for administrative, liquidity, and operational costs. The Company does not provide religious certification or guarantees of Sharia compliance and makes no representation beyond the structural exclusion of interest-based swaps.

3.4.1 Eligibility and Approval

Islamic Accounts are granted solely at the discretion of the Company and are subject to submission of supporting documentation, verification of eligibility, and internal approval procedures. The Company reserves the right to limit the availability of Islamic Accounts based on jurisdiction, regulatory constraints, or internal risk assessments.

3.4.2 Rejection of Conversion Requests

Requests to convert an existing trading account into a Swap-Free (Islamic) Account may be rejected where eligibility criteria are not met, documentation is insufficient, or the Company determines that the

request is inconsistent with the intended purpose of such accounts. The Company shall not be required to provide reasons for rejection.

3.4.3 Usage Restrictions

Islamic Accounts may be subject to additional restrictions, including minimum or maximum holding periods, trade duration limitations, volume caps, or enhanced monitoring. Such restrictions are intended to prevent misuse and may be modified by the Company at any time.

3.4.4 Compliance With Sharia Principles

Users of Islamic Accounts acknowledge that they bear sole responsibility for ensuring that their trading activities comply with Sharia principles. The Company does not provide religious advice and shall not be responsible for determining whether specific trades or strategies align with Islamic jurisprudence.

3.4.5 Revocation of Swap-Free Status

The Company reserves the right to revoke the Swap-Free status of any account if it determines that the account has been misused, exploited for arbitrage, or operated in a manner inconsistent with its intended purpose. Revocation may occur without prior notice.

3.4.6 Adjustment of Swaps and Profits

Where misuse or abuse of an Islamic Account is identified, the Company may retroactively apply standard swap charges, reverse profits, cancel trades, or otherwise adjust account balances to neutralize any unfair advantage obtained through improper use.

3.4.7 Liability for Misuse

Users bear sole and full responsibility for any liabilities, losses, reversals, or penalties arising from misuse of Islamic Accounts. The Company shall not be liable for any consequences resulting from corrective actions taken to address misuse.

3.4.8 Governing Terms for Islamic Accounts

Swap-Free (Islamic) Accounts remain fully subject to this Agreement, all platform rules, risk disclosures, and applicable policies. Nothing in this Clause shall be construed as creating separate contractual terms beyond those expressly stated herein.

Article 4: Financial Transactions and Charges

Clause 4.1: Deposits and Funding Transactions

For the purpose of facilitating trading activities under this Agreement, the Company permits Users to fund their trading accounts through payment channels expressly approved and designated by the Company. Such channels may include licensed banking institutions, card networks, electronic wallets, payment processors, or other financial intermediaries selected by the Company in accordance with regulatory, operational, and risk-management requirements. The availability of specific funding methods may vary depending on jurisdiction, User verification status, account classification, applicable legal restrictions, or internal compliance considerations.

The Company reserves the absolute right to review, delay, decline, reverse, or restrict any funding transaction where verification deficiencies, compliance concerns, fraud indicators, or security risks are identified.

4.1.1 Authorized Deposit Methods

Only deposit methods expressly published and maintained on the Company's official website or platform interfaces may be used to credit funds to a trading account. Such funding methods are authorized exclusively for legitimate trading-related purposes and may not be used for transfers, remittances, or activities unrelated to the services provided under this Agreement.

4.1.2 Alternative Funding Arrangements

Where a selected funding method becomes unavailable, restricted, or discontinued, the Company may, at its discretion, designate alternative funding arrangements. The Company further reserves the right to accept, reject, or impose additional conditions on deposits originating from foreign jurisdictions or financial institutions.

4.1.3 Transaction Limits Imposed by PSPs

Payment Service Providers and financial intermediaries may impose daily, weekly, or monthly transaction limits, thresholds, or velocity controls, which may be amended without notice. The User acknowledges and agrees to comply fully with such externally imposed limits and understands that the Company bears no responsibility for restrictions imposed by third-party providers.

4.1.4 Operational Compliance for Transactions

All deposits and funding transactions are subject to verification, internal controls, recording, and compliance review. The User bears full responsibility for all activity conducted within their account, including ensuring compliance with applicable laws, this Agreement, and all procedural requirements imposed by the Company.

4.1.5 User Authorization of Transactions

The User represents, warrants, and confirms that all funding transactions initiated within the account are authorized, lawful, and conducted with full knowledge and intent. The Company shall not be liable for unauthorized deposits resulting from the User's failure to secure account access credentials.

4.1.6 Currency Conversion Disclaimer

Where deposits involve currency conversion, applicable exchange rates shall be determined automatically by system processes or third-party providers. Exchange rates are variable and market-dependent, and the User irrevocably waives any claim arising from discrepancies between applied rates and external or personal calculations.

4.1.7 Ownership of Financial Records

All financial transaction records, logs, confirmations, and related documentation generated in connection with account funding shall remain the exclusive property of the Company and shall be treated as confidential, subject only to lawful disclosure obligations.

4.1.8 Data Disclosure to Financial Partners

The User expressly consents to the disclosure of transaction-related information to affiliated banks, payment processors, clearing institutions, or regulatory bodies where necessary to process deposits, comply with legal obligations, or mitigate operational risk.

4.1.9 Lawful Source of Funds Declaration

The User declares and warrants that all deposited funds originate from lawful sources and do not constitute proceeds of crime, fraud, or prohibited activities. The Company reserves the right to freeze accounts, withhold funds, or initiate enforcement actions where unlawful sources are suspected or identified.

4.1.10 Deposit Processing Timeframes

Deposits may require between one (1) and five (5) business days to be credited to the trading account, depending on the funding method, intermediary processing times, and verification requirements. The Company does not guarantee instantaneous crediting of funds.

4.1.11 Deposit Limits and Thresholds

Deposit limits, minimums, or maximum thresholds may apply based on verification status, payment method, account type, or jurisdiction. Such limits may be amended at the Company's discretion without prior notice.

4.1.12 Non-Compliant Transaction Rejection

The Company may cancel, reverse, or refuse to process any deposit that violates this Agreement, internal policies, or applicable laws, without obligation to provide justification.

4.1.13 Third-Party Deposits and POA Requirements

Deposits initiated by third parties require submission of a valid Power of Attorney and supporting verification documents. Approval of such arrangements remains at the Company's sole discretion.

4.1.14 Responsibility for Banking Charges

All fees, commissions, or charges imposed by banks or financial intermediaries in connection with deposits shall be borne exclusively by the User.

4.1.15 External Provider Charges

Fees charged by third-party payment providers, including processing or service fees, are not controlled by the Company and remain the User's sole responsibility.

4.1.16 Cross-Currency Deposit Costs

Deposits made in currencies other than the account's base currency shall be converted at prevailing rates, with all associated conversion costs borne by the User.

4.1.17 Documentation for Transaction Authentication

The Company may require additional documentation to authenticate deposits, including proof of source of funds or banking records. Processing times may vary depending on method and verification complexity.

4.1.18 Enhanced Source-of-Funds Verification

Where deemed necessary, enhanced verification measures may be applied to confirm deposit legitimacy. Unverified deposits may be delayed, restricted, or rejected.

4.1.19 AML Monitoring of Deposits

All deposits are continuously monitored under anti-money laundering and counter-terrorist financing controls. Suspicious activity may result in investigation, reporting, or account restrictions.

4.1.20 Permitted Use of Deposited Funds

Deposited funds may be used solely for trading activities permitted under this Agreement and shall not be used for unlawful, fraudulent, or unrelated purposes.

4.1.21 Deposit Confirmation Obligations

The Company shall issue transaction confirmations upon successful deposit processing. The User must promptly review confirmations and report discrepancies without delay.

4.1.22 Withdrawal Method Consistency

Withdrawals shall be processed through the original funding method unless an alternative arrangement is approved by the Company for compliance or operational reasons.

4.1.23 Monetary Form Requirement

Only lawful monetary instruments may be deposited. Deposits in the form of goods, services, digital assets not approved by the Company, or non-cash instruments are prohibited.

4.1.24 Chargeback Prohibition

Initiating chargebacks or payment reversals without Company approval constitutes a material breach of this Agreement and may result in immediate account suspension, termination, and liability for associated losses.

Clause 4.2: Withdrawals and Profit Disbursement

Withdrawals enable Users to transfer cleared, settled, and available funds from their trading accounts to an approved external payment destination. All withdrawal requests are subject to prior verification, ongoing regulatory compliance obligations, internal risk assessments, and confirmation that no outstanding liabilities, margin requirements, disputes, or contractual obligations remain unresolved. The Company reserves the right to review, delay, suspend, or reject withdrawal requests where such conditions are not fully satisfied or where processing the withdrawal may expose the Company to regulatory, financial, or operational risk.

4.2.1 Verification Prerequisite for Withdrawals

Completion of full identity, account, and compliance verification is a mandatory condition precedent to the processing of any withdrawal request. The Company shall not be obligated to process withdrawals for accounts that have not satisfied all applicable Know Your Customer (KYC), Anti-Money Laundering (AML), and internal due diligence requirements.

4.2.2 Grounds for Withdrawal Suspension

The Company may suspend, delay, or deny any withdrawal request where fraud, market abuse, or financial crime is suspected; where margin or equity requirements are unmet; where documentation is incomplete, outdated, or inconsistent; where disputes, chargebacks, or investigations are pending; or where the User is in breach of this Agreement or any applicable law or regulation.

4.2.3 Identity and Source Verification

Prior to approving any withdrawal, the Company may require the User to submit identity verification documents, banking confirmations, proof of ownership of the receiving account, and documentation evidencing the lawful source of funds. Failure to provide such documentation within the timeframe specified by the Company may result in withdrawal rejection.

4.2.4 AML and KYC Compliance

All withdrawal requests remain subject to continuous AML and KYC monitoring throughout the life of the account. The Company may reassess the User's compliance status at any time and impose additional verification measures where required by law, regulation, or internal risk controls.

4.2.5 Withdrawal Rejection Rights

The Company retains full discretion to delay, suspend, or deny withdrawals that are unverified, non-compliant, inconsistent with internal controls, or otherwise deemed to pose regulatory, legal, or operational risk. Such decisions shall not constitute a breach of this Agreement.

4.2.6 Method Consistency Requirement

Withdrawals shall, as a general rule, be processed using the same payment method originally used to fund the account. Exceptions may be permitted solely at the Company's discretion where required for compliance, operational feasibility, or regulatory reasons.

4.2.7 No Active Trades Requirement

Withdrawal requests may be rejected or deferred where open positions, pending orders, margin obligations, or exposure risks remain active within the account. The User is responsible for ensuring that sufficient free margin exists prior to submitting a withdrawal request.

4.2.8 Reserved Capital Conditions

Profit withdrawals shall be permitted only where the account maintains minimum capital, equity, and margin thresholds as determined by the Company. The Company may refuse withdrawals that would result in undercapitalization or increased liquidation risk.

4.2.9 Bonus and Credit Adjustment

Where promotional bonuses, trading credits, or incentive funds are applied to the account, any approved withdrawal may result in a proportional reduction, cancellation, or forfeiture of such amounts in accordance with applicable promotional terms.

4.2.10 Minimum Wire Transfer Amount

International wire transfer withdrawals are subject to a minimum withdrawal threshold of USD 50.00 or its equivalent in the account's base currency. Requests below this threshold may be rejected or redirected to alternative payment methods.

4.2.11 Minimum Withdrawal Thresholds

Minimum withdrawal amounts vary depending on payment method, jurisdiction, and operational constraints. The Company reserves the right to amend such thresholds at any time without prior notice.

4.2.12 Sub-Minimum Withdrawal Handling

Withdrawal requests falling below applicable minimum thresholds may be rejected outright or processed subject to additional administrative or processing fees, as determined by the Company.

4.2.13 Processing Timeframes

Withdrawal requests are typically processed within two (2) to seven (7) business days following approval. Processing times may vary based on verification status, payment method, transaction volume, or compliance review requirements.

4.2.14 Third-Party Delay Disclaimer

The Company bears no responsibility for delays, errors, or failures caused by banks, payment service providers, clearing institutions, or other third-party intermediaries involved in the withdrawal process.

4.2.15 Incorrect Credit Notification

Users must promptly notify the Company of any incorrect withdrawal amounts received. Any attempt to submit false, misleading, or fraudulent claims regarding withdrawal discrepancies shall constitute a material breach of this Agreement.

4.2.16 Banking Institution Liability Disclaimer

The Company shall not be liable for losses, delays, insolvency, misconduct, or operational failures of third-party banks or financial institutions involved in the handling of User funds.

Clause 4.3: Refund Policy

Refunds are granted only in limited and exceptional circumstances, excluding trading losses, market-related losses, or losses arising from User decisions. All refund requests are subject to verification, internal review, and Company approval and shall be noted as a discretionary remedy rather than an entitlement.

4.3.1 Refund Eligibility Period

Refund requests may be submitted within fourteen (14) calendar days from the date of account registration, provided that no trading activity has materially altered the account balance during this period.

4.3.2 Post-Refund Period Requests

Refund requests submitted after the expiration of the refund eligibility period shall not be honored and must instead be processed as withdrawal requests under Clause 4.2.

4.3.3 Completed Withdrawal Finality

Once a withdrawal has been successfully processed and funds have been transferred to the User's designated payment destination, the transaction shall be deemed final, irreversible, and non-refundable.

4.3.4 Refund Refusal Rights

The Company reserves the absolute right to refuse refund requests submitted outside the permitted timeframe or where the request fails to satisfy internal, regulatory, or operational criteria.

Clause 4.4: Commissions, Charges, and Fees

Fees and charges are imposed in consideration for access to trading services, execution facilities, platform infrastructure, account maintenance, and administrative support. Such fees may vary based on account type, trading activity, market conditions, or regulatory requirements.

4.4.1 User Fee Responsibility

The User bears sole responsibility for all applicable spreads, commissions, swaps, rollover charges, platform fees, and service charges incurred in connection with trading activities or account maintenance.

4.4.2 Third-Party Fee Liability

Fees imposed by third-party service providers, including banks, payment processors, tax authorities, or regulatory bodies, are beyond the Company's control and remain the sole responsibility of the User.

4.4.3 Fee Amendment Rights

The Company reserves the right to revise, introduce, or remove fees at its discretion. Continued use of the services following such changes constitutes acceptance of the revised fee structure.

4.4.4 Periodic and Interest-Based Charges

Periodic administrative fees, financing charges, rollover interest, or other time-based costs may apply depending on account activity, position holding duration, or compliance status.

4.4.5 Non-Compliance Charges

Accounts that fail to meet operational, statistical, or compliance requirements may incur additional fees, penalties, or administrative charges as determined by the Company.

4.4.6 Fee Payment Obligations

All fees must be paid in full by their applicable due dates. Failure to settle outstanding fees may result in account restrictions, suspension, forced liquidation of positions, or legal enforcement actions.

4.4.7 Service Termination and Outstanding Balances

Termination of services, whether initiated by the User or the Company, requires the full settlement of all outstanding balances, fees, and obligations prior to account closure.

Article 5: Trading Policies and Platform Governance

Clause 5.1: Trading Platform and System Infrastructure

For the purposes of this Agreement, the Company designs, owns, operates, and maintains proprietary technological systems that enable Users to access trading services, place and manage transactions, monitor account activity, and utilize analytical, reporting, and operational tools. These systems include, without limitation, web-based platforms, mobile applications, application programming interfaces (APIs), servers, databases, algorithms, communication networks, and supporting infrastructure. Access to the platform is provided on a conditional, revocable basis and remains subject to continuous compliance with this Agreement. The Company makes no representation or warranty that the platform will be continuously available, error-free, or immune from interruption, delay, or technical malfunction.

5.1.1 Conditional Access to the Trading Platform

Access to the Company's trading platform is granted solely at the Company's discretion and strictly in accordance with this Agreement. The Company reserves the unrestricted right to suspend, restrict, or revoke platform access, in whole or in part, at any time and without prior notice, where such action is deemed necessary for operational continuity, regulatory compliance, system integrity, security concerns, or risk mitigation.

5.1.2 User Responsibility for Credential Security

The User assumes full and exclusive responsibility for the protection, confidentiality, and proper use of all login credentials, authentication devices, passwords, and security mechanisms associated with platform access. Any activity conducted through valid credentials shall be conclusively deemed authorized by the User, and the Company shall not be liable for any loss, damage, or unauthorized activity arising from compromised credentials attributable to User negligence or omission.

5.1.3 Platform Availability Disclaimer

While the Company employs commercially reasonable efforts to maintain platform operability, the User acknowledges that access may be interrupted due to scheduled maintenance, system upgrades, infrastructure failures, network congestion, connectivity issues, or third-party service disruptions. The Company expressly disclaims liability for any loss or inconvenience resulting from such interruptions.

5.1.4 Limited License to Use Platform Technology

Subject to the User's continuous compliance with this Agreement, the Company grants a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the trading

platform solely for lawful trading activities permitted under this Agreement. No ownership rights or proprietary interests are transferred to the User.

5.1.5 Additional Platform Conditions

The Company may impose supplemental operational, technical, or security-related conditions governing platform usage, including limitations on access methods, supported devices, or trading functionality. Non-compliance with such conditions may result in immediate suspension or termination of access without liability.

5.1.6 Proper Use of Platform Functionality

The User undertakes to use the platform exclusively for its intended and authorized purposes. Any attempt to misuse, manipulate, circumvent safeguards, exploit vulnerabilities, or interfere with system operations shall constitute a material breach of this Agreement.

5.1.7 Distribution of Access Credentials

Access credentials and onboarding materials shall be transmitted electronically following successful registration and approval. The User remains solely responsible for maintaining confidentiality and shall not disclose credentials to any third party.

5.1.8 User Technical Requirements

The User is solely responsible for ensuring that their devices, operating systems, software, and internet connectivity meet minimum technical requirements. The Company bears no responsibility for failures, delays, or losses caused by inadequate User infrastructure or third-party hardware or software.

5.1.9 Performance Limitation Acknowledgement

The User acknowledges that platform performance may be affected by factors beyond the Company's control, including market volatility, network latency, or third-party systems. The Company's contractual rights and authorities remain unaffected by such performance limitations.

5.1.10 System Failure and Risk Disclaimer

The Company shall not be liable for losses arising from power failures, cyber incidents, malware, data corruption, unauthorized intrusions, or failures of external systems, including internet service providers and hosting environments.

5.1.11 Platform Amendments and Trading Conditions

The Company reserves the right to modify platform rules, trading conditions, leverage limits, spreads, contract specifications, margin requirements, or execution parameters at any time. Continued use of the platform constitutes binding acceptance of such modifications.

5.1.12 Intellectual Property Protection

All platform software, algorithms, interfaces, data structures, designs, and related intellectual property remain the exclusive property of the Company or its licensors. Any unauthorized copying, reproduction, resale, reverse engineering, or redistribution is strictly prohibited.

5.1.13 Prohibited Technical Interference

The User shall not attempt to compromise platform integrity through hacking, malware distribution, denial-of-service attacks, excessive system load, unauthorized access attempts, or any activity intended to disrupt platform functionality.

5.1.14 Prohibited Trading Practices

The use of manipulative trading strategies, abusive arbitrage, unauthorized automation, system exploitation, latency abuse, or falsification of trading activity is strictly prohibited. The Company may void affected transactions, forfeit profits, and terminate accounts without notice.

Clause 5.2: Market Information and Advisory Limitations

Any market data, analysis, commentary, signals, educational materials, or informational content made available by the Company is provided strictly for general informational purposes. Such materials do not constitute investment advice, legal advice, tax advice, or a recommendation to engage in any transaction. The Company does not warrant the accuracy, timeliness, completeness, or reliability of such information.

5.2.1 Optional Provision of Market Content

Market-related content may be provided at the Company's discretion and may be withdrawn, limited, or modified at any time. The Company assumes no obligation to provide such content on an ongoing basis.

5.2.2 No Advisory Relationship

Nothing provided by the Company shall be construed as creating a fiduciary, advisory, or client-adviser relationship. The User remains solely responsible for all trading decisions.

5.2.3 Market Volatility Disclaimer

Market conditions are subject to rapid and unpredictable changes. The Company does not guarantee forecasts, projections, predictions, or profitability outcomes.

5.2.4 Information Usage Responsibility

The User is solely responsible for evaluating the relevance and accuracy of market information and agrees not to reproduce, redistribute, or disclose Company materials without prior authorization.

5.2.5 No Solicitation Representation

Nothing contained herein constitutes an offer, solicitation, or recommendation to buy or sell financial instruments in any jurisdiction where such activity is restricted or regulated.

5.2.6 Content Modification Rights

The Company may amend, remove, suspend, or update market content at any time without notice.

5.2.7 No Update Obligation

The Company assumes no obligation to correct, revise, or update previously published information, which may become outdated or inaccurate over time.

Clause 5.3: Market Orders and Trade Execution

Trade execution is conducted exclusively through the Company's trading platform and is subject at all times to prevailing market conditions, available liquidity, system capacity, internal risk controls, and operational constraints. The User expressly acknowledges that execution prices are determined dynamically and may differ from quoted or expected prices due to market volatility, slippage, latency, or price gaps. By submitting any order, the User knowingly and irrevocably accepts all risks inherent in the execution process, including the risk of partial fills, delayed execution, or execution at less favorable prices.

5.3.1 Instrument Suitability Assessment

The User bears sole and exclusive responsibility for assessing whether any financial instrument, product, or trading strategy is suitable in light of their personal financial situation, investment objectives, trading experience, and risk tolerance. The Company does not evaluate suitability on the User's behalf and assumes no duty to warn against unsuitable instruments or strategies.

5.3.2 User Experience Representation

By initiating any trade, the User represents, warrants, and confirms that they possess sufficient knowledge, experience, and understanding to evaluate the risks associated with trading leveraged and non-leveraged financial instruments. The User further acknowledges that lack of experience or misunderstanding of trading mechanics does not relieve them of responsibility for resulting losses.

5.3.3 Slippage and Price Gap Acceptance

The User acknowledges that slippage and market gaps are inherent features of financial markets, particularly during periods of volatility, low liquidity, or market news events. The User expressly accepts that execution prices may deviate materially from requested prices and waives any claim against the Company arising from such deviations.

5.3.4 No Guaranteed Execution Price

The Company does not guarantee that any order will be executed at a specific price, including the price displayed at the time of order submission. All orders are executed on a best-available basis, subject to market conditions, and the User accepts that execution outcomes may differ from expectations.

5.3.5 Counterparty Role Disclosure

The User acknowledges and agrees that the Company acts as the counterparty to executed trades. All trades are personal to the User's account, non-transferable, and non-assignable, and may not be delegated or novated to any other party without the Company's prior written consent.

5.3.6 No Trade Approval or Monitoring

The execution of any order by the Company shall not be construed as approval, endorsement, validation, or monitoring of the User's trading decisions. The Company does not provide real-time supervision, alerts, or warnings regarding the appropriateness or risk level of any trade.

5.3.7 Instrument Specification Validity

Only financial instruments with valid, active, and published specifications may be traded. The Company reserves the right to amend, suspend, replace, or remove instrument specifications, including trading hours, contract size, leverage, or margin requirements, at any time without prior notice.

5.3.8 Dynamic Pricing and Leverage

The User acknowledges that pricing, spreads, leverage ratios, and margin requirements are dynamic and may fluctuate in response to market volatility, liquidity conditions, or internal risk management considerations. Such changes may take effect immediately and without prior notification.

5.3.9 Order Submission Outside Platform

Orders submitted through channels other than the Company's trading platform, including but not limited to email or telephone, shall be accepted solely at the Company's discretion. The Company may reject, delay, or disregard such orders without obligation to provide justification.

5.3.10 Market Price Variability

The User acknowledges that prices may change rapidly between the time an order is submitted and the time it is executed. Any resulting difference in execution price shall be borne entirely by the User and shall not constitute an execution error.

5.3.11 Order Finality

Once a market order has been executed, it is final, binding, and irrevocable. The User waives any right to cancel, amend, or dispute an executed order except where required by mandatory law.

5.3.12 Error and Abnormal Market Handling

The Company reserves the right to cancel, amend, void, or reverse orders or trades arising from system malfunctions, pricing errors, feed disruptions, abnormal market conditions, or manifest errors. Such corrective actions may be taken retroactively where necessary to preserve market integrity.

5.3.13 Order Volume Restrictions

The Company may impose limits on order size, frequency, aggregate exposure, or trading volume to manage risk, ensure orderly markets, or comply with regulatory obligations. Such limits may be applied on an account-specific or system-wide basis.

5.3.14 Accuracy of Order Instructions

The User is solely responsible for ensuring that all order parameters, including instrument, volume, direction, and execution type, are accurate and complete. The Company bears no liability for losses resulting from incorrect, incomplete, or ambiguous instructions.

5.3.15 Binding Nature of Trades

All executed trades give rise to immediate, binding, and enforceable financial obligations under this Agreement. The User is obligated to honor all resulting margin, settlement, and payment requirements.

5.3.16 Uncontrollable Market Events

The Company shall not be liable for losses arising from market conditions beyond its control, including extreme volatility, illiquidity, or sudden market dislocations. The User accepts that such conditions may materially impact execution outcomes.

5.3.17 Trade Monitoring Responsibility

The User is solely responsible for monitoring open positions, margin levels, and account exposure. The Company has no obligation to notify the User of adverse movements, margin calls, or risk thresholds unless expressly required by law.

5.3.18 Forced Trade Closure Authority

To mitigate risk, maintain system stability, or ensure compliance with regulatory or internal risk limits, the Company reserves the right to close, partially close, or liquidate positions without prior notice.

5.3.19 Overnight Trades and Rollover Risk

Positions held beyond the trading day may be subject to rollover fees, financing charges, or automatic closure. The User acknowledges and accepts all costs and risks associated with overnight exposure.

5.3.20 Force Majeure Execution Disclaimer

During force majeure events, including natural disasters, political unrest, system outages, or market suspensions, the Company may delay, modify, or cancel order execution without liability.

5.3.21 Trading Risk Acceptance

The User acknowledges that trading involves substantial risk and may result in partial or total loss of invested capital. No guarantees of profit or loss limitation are provided.

5.3.22 Investigation of Suspicious Orders

The Company reserves the right to investigate, suspend, or invalidate trades suspected of fraud, manipulation, abuse, or regulatory violations and to take appropriate enforcement measures.

5.3.23 Order Size Limitations

Order size limitations may be introduced, modified, or removed at the Company's discretion in response to market, liquidity, or regulatory considerations.

5.3.24 Automatic Closure and Expiry Handling

Positions may be closed automatically upon contract expiration, margin insufficiency, or predefined system thresholds. The User bears responsibility for monitoring expiry dates and account status.

5.3.25 Reserved Contracts and Split Closures

Where necessary to manage risk exposure, the Company may close positions in multiple parts or lots, including partial liquidation, to mitigate floating losses or preserve account equity.

5.3.26 Scalping Restriction

Unauthorized scalping, latency abuse, or other exploitative trading practices are strictly prohibited. The Company may cancel affected trades, void profits, and impose additional sanctions, including account termination.

Article 6: Data Management and Electronic Consent

Clause 6.1: User Information and Documentation

For the purposes of this Agreement, **User Information** includes all personal, financial, identification, transactional, and account-related data submitted by the Client during registration, verification, and continued use of the Company's services. Such information is collected and processed to establish identity, comply with applicable legal and regulatory obligations, administer accounts, prevent fraud, and facilitate the lawful provision of services. The Client acknowledges that the accuracy, completeness, and ongoing validity of such information is fundamental to maintaining access to the Company's services.

6.1.1 Accuracy of Submitted Information

The Client represents and warrants that all information provided to the Company, whether during registration or thereafter, is true, accurate, complete, and not misleading. The Client undertakes to promptly update any information that becomes inaccurate, incomplete, or outdated. Failure to maintain accurate information may result in restrictions, suspension, or termination of services.

6.1.2 KYC Documentation Requirement

The Client shall submit all identity verification and compliance documentation required under the Company's Know Your Customer (KYC) and Anti-Money Laundering (AML) procedures within the timeframe specified by the Company. Delays, omissions, or refusal to submit required documentation may prevent account activation or lead to account suspension.

6.1.3 Verification and Compliance Rights

The Company reserves the right, at any time, to verify the accuracy of User Information through internal reviews or third-party verification services. The Client acknowledges that such verification may include identity checks, sanctions screening, source-of-funds analysis, and regulatory reporting, without prior notice.

6.1.4 Jurisdiction-Based Documentation

Depending on the Client's jurisdiction, residency, payment method, or regulatory classification, the Company may require additional or enhanced documentation. Such requirements may change from time to time to reflect evolving regulatory obligations, and the Client agrees to comply accordingly.

6.1.5 Mandatory Registration Details

To create and maintain an account, the Client must provide essential personal and financial details, including but not limited to full legal name, date of birth, residential address, contact details, and financial background. These details are required for account identification, risk assessment, and regulatory compliance.

6.1.6 Data Processing Consent

By entering into this Agreement, the Client expressly consents to the collection, processing, storage, and transfer of User Information in accordance with applicable data protection laws and the Company's Privacy Policy. Such processing may include automated and manual procedures necessary for service delivery and compliance.

6.1.7 User Security Responsibility

The Client is solely responsible for safeguarding all access credentials, authentication details, and communication channels associated with their account. The Company shall not be liable for losses arising from unauthorized access resulting from the Client's failure to maintain adequate security measures.

6.1.8 Financial Data Sharing

The Client acknowledges and agrees that transactional and financial data may be shared with banks, payment service providers, auditors, regulators, and other authorized entities strictly for lawful, operational, and compliance-related purposes.

6.1.9 Registration Rejection Rights

The Company reserves the right to reject, invalidate, or terminate any registration or account where User Information is false, misleading, incomplete, or inconsistent with regulatory requirements, without obligation to provide justification beyond legal necessity.

6.1.10 Document Rejection Authority

Any document submitted that is illegible, expired, altered, inconsistent, or otherwise deemed unreliable may be rejected. The Client shall promptly replace rejected documents to avoid service interruption or account limitations.

6.1.11 Email Access Notification Duty

The Client must immediately notify the Company if access to the registered email address is lost, compromised, or changed. The Company shall not be responsible for delays, losses, or failures arising from the Client's failure to maintain accessible communication channels.

6.1.12 Record Retention Authorization

The Company is authorized to retain copies of all submitted documents, correspondence, and communications for compliance, operational, evidentiary, and risk management purposes, in accordance with applicable law and internal retention policies.

6.1.13 Transaction Recording

All financial transactions, instructions, and account activities may be logged, monitored, and stored by the Company to ensure auditability, dispute resolution, regulatory reporting, and fraud prevention.

6.1.14 Ownership of Communication Records

All records of communications between the Client and the Company, including emails, calls, chats, and system logs, shall remain the exclusive property of the Company, regardless of account status.

6.1.15 Evidentiary Use of Records

The Client acknowledges that stored records may be relied upon as admissible evidence in legal, regulatory, or dispute resolution proceedings, to the fullest extent permitted by law.

6.1.16 Disclosure Limitation

The Company is under no obligation to disclose internal records, compliance assessments, or proprietary documentation to the Client, except where disclosure is required by applicable law.

6.1.17 Affiliate Disclosure Rights

The Company may share User Information and records with its affiliates, service providers, or counterparties for lawful business purposes, subject to confidentiality and data protection safeguards.

6.1.18 Confidentiality and Recording Prohibition

The Client shall not record, reproduce, publish, or disclose internal communications, documentation, or proprietary information of the Company without prior written consent. Any unauthorized disclosure may result in legal action and account termination.

Clause 6.2: Digital Signature and Electronic Consent

The Client acknowledges and agrees that electronic consent, including clicking acceptance buttons, submitting digital forms, or transmitting instructions electronically, constitutes a legally binding signature with the same force and effect as a handwritten signature under applicable electronic signature laws.

6.2.1 Legal Validity of Electronic Signatures

Electronic signatures and acknowledgments executed by the Client are legally binding and enforceable, and the Client waives any objection to their validity solely on the basis of electronic form.

6.2.2 Email Communication Obligation

The Client agrees to maintain an active and accessible email address for official communications and acknowledges that failure to do so may result in missed notices or delayed account actions.

6.2.3 Electronic Delivery Consent

All agreements, notices, confirmations, disclosures, and communications may be delivered electronically and shall be deemed effective upon transmission to the registered contact details.

6.2.4 Communication Security Disclaimer

The Client acknowledges that electronic communications are subject to security risks and assumes responsibility for safeguarding their devices, email accounts, and login credentials.

6.2.5 Binding Effect of Electronic Instructions

Any instruction or authorization transmitted electronically through approved channels shall be deemed valid, authorized, and binding upon the Client, regardless of whether the instruction was initiated intentionally or negligently.

6.2.6 Consent Modification Procedure

Any withdrawal or modification of electronic consent must be submitted in writing and shall apply prospectively only. Prior actions, transactions, or agreements shall remain fully valid and enforceable.

6.2.7 Electronic Record Retention

The Company may retain electronic records of agreements, communications, and transactions for evidentiary, compliance, and operational purposes, in accordance with applicable retention laws.

6.2.8 Liability for Unauthorized Electronic Use

The Client bears full responsibility for any misuse, unauthorized execution, or compromise of electronic signatures or credentials, except where loss arises directly from the Company's gross negligence or willful misconduct.

Article 7: Account Access, Usage Authority, and Permissions

Clause 7.1: Account Access and Platform Utilization

*For the purposes of this Agreement, **account access and platform utilization** shall mean the Client's authorized interaction with the Company's proprietary trading platforms, systems, interfaces, software applications, and any related technological infrastructure used to facilitate trading and account management. Such access is granted exclusively for lawful trading activities expressly permitted under this Agreement and shall not be construed as conferring any ownership, proprietary interest, or unrestricted usage rights.*

The Client acknowledges and agrees that all use of the account and platform must strictly comply with applicable laws, regulatory requirements, internal compliance standards, and operational rules imposed by the Company. The Client further accepts full responsibility for maintaining the confidentiality,

integrity, and security of all access credentials. The Company reserves the right to monitor, audit, supervise, restrict, or suspend platform usage where misuse, non-compliance, operational risk, or security concerns are identified.

7.1.1 Authorization Following Account Activation

Upon successful completion of the registration process and formal approval by the Company, the Client shall be issued secure access credentials enabling entry to the trading platform and associated account services. Such authorization is conditional, revocable, and strictly subject to continuous compliance with this Agreement, applicable laws, and the Company's internal policies.

7.1.2 Obligation to Safeguard Access Credentials

The Client is under a strict and ongoing obligation to safeguard all access identifiers, including usernames, passwords, registered email addresses, authentication codes, and any other security credentials. The Client shall take all reasonable steps to prevent unauthorized access and shall not disclose such information to any third party, whether intentionally or negligently.

7.1.3 Accountability for All Account Activity

All actions, instructions, transactions, or communications executed through the Client's account—whether performed directly by the Client or by any person who gains access to the account—shall be deemed to have been authorized by the Client. The Client assumes full responsibility for all resulting consequences and expressly waives any claim against the Company arising from such activity.

7.1.4 Independent Treatment of Multiple Accounts

Where the Client maintains multiple accounts with the Company, each account shall be treated as a separate and independent contractual relationship. Transactions, balances, obligations, or compliance issues associated with one account shall not affect, offset, or be attributed to any other account unless expressly permitted under this Agreement.

7.1.5 Liability Disclaimer for Unauthorized Access

The Company shall not be liable for any loss, damage, or expense arising from unauthorized access to the Client's account where such access results from the Client's failure to maintain adequate security measures, except where such loss is directly caused by the Company's gross negligence or willful misconduct.

7.1.6 Right to Restrict or Suspend Access

The Company retains absolute discretion to suspend, restrict, or terminate access to the Client's account or platform functionality where suspicious behavior, regulatory violations, misuse of services, or breaches of this Agreement are identified. Such action may be taken without prior notice and without liability to the Client.

7.1.7 Duty to Report Communication Access Loss

The Client is required to notify the Company immediately upon losing access to their registered email address or primary communication channel. Failure to provide timely notice may result in delays, operational issues, or security risks, for which the Company shall bear no responsibility.

7.1.8 Accuracy of Account Information

The Client represents and warrants that all information provided to the Company remains accurate, complete, and up to date at all times. The Company reserves the right to restrict services, suspend access, or terminate the account where information is found to be inaccurate, misleading, or incomplete.

7.1.9 Monitoring and Surveillance Consent

The Client expressly consents to the monitoring, recording, storage, and analysis of account activity, communications, and transactions for purposes including compliance, fraud prevention, operational integrity, dispute resolution, and regulatory reporting, in accordance with applicable law.

7.1.10 Amendments to Access Conditions

The Company may revise access requirements, security protocols, or operational conditions governing platform use at its discretion. Continued use of the account or platform following such revisions shall constitute the Client's acceptance of the amended conditions.

Clause 7.2: Engagement of Third Parties

The Company may engage third-party service providers, vendors, counterparties, or affiliates to support the delivery, administration, operation, or enhancement of services under this Agreement. Such

engagement may require the disclosure of Client information strictly on a need-to-know basis and solely for lawful, operational, or regulatory purposes.

While the Company shall require such Third Parties to adhere to appropriate confidentiality and compliance obligations, the Company shall not be responsible for the acts or omissions of Third Parties unless liability is expressly imposed by applicable law.

7.2.1 Acknowledgment of Third-Party Risk

The Client acknowledges that authorizing third-party access involves inherent risks and accepts full responsibility for all outcomes, losses, or consequences arising from such authorization.

7.2.2 Requirement for Prior Written Approval

Any delegation of account access or authority to a third party must be formally requested in writing and shall be subject to the Company's prior approval, verification, and documentation requirements.

7.2.3 Conditions for Third-Party Trading Authority

Trading authority granted to a third party shall be subject to additional contractual documentation and may be limited, modified, or revoked by the Company at any time.

7.2.4 Authorization of First-Degree Relatives

Authorization of a first-degree relative is subject to identity verification, compliance checks, and the Company's sole discretion.

7.2.5 Responsibility for Third-Party Conduct

The Client remains fully and solely liable for all actions, omissions, and decisions made by any authorized third party, regardless of intent or outcome.

7.2.6 Company Discretion Over Third-Party Access

The Company may suspend or revoke third-party access at any time, without notice, where operational, legal, or compliance concerns arise.

7.2.7 Indemnification for Third-Party Actions

The Client agrees to indemnify and hold the Company harmless against all losses, claims, or liabilities arising from third-party access or conduct.

7.2.8 Right to Conduct Due Diligence

The Company may conduct background checks, request documentation, or impose additional conditions on any authorized third party at its discretion.

7.2.9 Revocation of Authorization

Requests to revoke third-party access must be submitted in writing and shall only take effect upon Company confirmation.

Clause 7.3: Inactive and Dormant Account Administration

To promote regulatory compliance, operational integrity, cost recovery, and effective risk management, the Company maintains formal policies governing accounts that demonstrate prolonged inactivity or non-operational status. Accounts that do not exhibit qualifying activity for defined periods may be subject to administrative controls, service limitations, recurring fees, enhanced compliance requirements, or closure in accordance with this Agreement and applicable laws.

7.3.1 Classification Policy Overview

This clause establishes the Company's framework for identifying, categorizing, managing, and resolving inactive and dormant accounts. The framework includes objective inactivity thresholds, applicable maintenance or dormancy fees, procedures for account reactivation, compliance verification requirements, and mechanisms for account restriction or termination. The Client acknowledges that such measures are necessary to ensure regulatory adherence, fraud prevention, and operational efficiency.

7.3.2 Definition of Inactive Accounts

*An account shall be classified as **Inactive** where no qualifying activity has occurred for a continuous period of thirty (30) calendar days. Qualifying activity includes, but is not limited to, logging into the trading platform, executing or closing trades, depositing or withdrawing funds, or accessing the Client portal. Passive account existence without such activity shall not prevent classification as inactive.*

7.3.3 Monthly Maintenance Fees for Inactive Accounts

Upon classification as inactive, the Company may impose recurring administrative or maintenance fees to offset operational, compliance, data retention, and account monitoring costs. Such fees shall accrue on a monthly basis and shall continue to be deducted automatically from the account balance until qualifying activity resumes or the account is otherwise closed. The Client acknowledges that inactivity fees may vary based on account type, jurisdiction, or regulatory requirements.

7.3.4 Non-Operational Account Status

*Accounts that remain inactive for a consecutive period of three (3) months shall be reclassified as **Non-Operational Accounts**. Upon such reclassification, the Company may impose additional restrictions, including suspension of trading functionality, withdrawal limitations, or enhanced verification requirements. Non-Operational Accounts are maintained solely for administrative and compliance purposes until reactivation or termination.*

7.3.5 Annual Dormancy Charges and Fund Reclassification

*Accounts that remain non-operational for an extended period may be deemed **Dormant Accounts** and may incur annual dormancy charges reflecting ongoing regulatory, record-keeping, and custodial obligations. Where permitted by applicable law, prolonged dormancy may result in the reclassification of remaining balances in accordance with statutory requirements, including escheatment, transfer to segregated holding accounts, or other lawful treatment of unclaimed funds.*

7.3.6 Account Termination Conditions

The Company reserves the right to initiate account termination where inactivity or dormancy persists beyond reasonable periods, where the account balance reaches zero or becomes insufficient to cover accrued fees, or where the Company is unable to maintain effective communication with the Client using registered contact details. Termination may also occur where continued maintenance of the account presents compliance, operational, or regulatory risks.

7.3.7 Fee Deduction Timing

Maintenance, inactivity, or dormancy-related fees shall be deducted periodically at intervals determined by the Company, which may include monthly or annual deductions. Fee deductions shall continue until the account is reactivated, the balance is fully depleted, or the account is formally closed. The Client acknowledges that fee deductions may reduce the account balance over time.

7.3.8 Reactivation Requirements

Reactivation of an inactive or dormant account shall require the submission of updated Know-Your-Customer (KYC), identity, residency, and compliance documentation, as determined by the Company. The Company may also require additional verification steps prior to restoring full account functionality. All fees previously charged during periods of inactivity or dormancy shall remain non-refundable, irrespective of subsequent reactivation.

7.3.9 Access Restrictions Pending Compliance

Until all reactivation and compliance requirements are fully satisfied, the Company may maintain restrictions on account access, trading capabilities, deposits, withdrawals, or other services. Such restrictions are intended to ensure regulatory compliance and shall remain in effect until the Company confirms completion of all required verification steps.

7.3.10 No Obligation to Issue Further Notices

The Client bears sole responsibility for monitoring account status, activity, and communications. The Company is under no obligation to issue repeated or additional notices regarding inactivity, dormancy, fee accrual, or impending termination beyond what is expressly required by applicable law or this Agreement.

7.3.11 Additional Administrative Measures

Where accounts remain dormant for extended periods, the Company may implement additional administrative, operational, or compliance measures, including enhanced due diligence reviews, reporting to relevant authorities, or temporary freezing of funds where required by law. Such measures shall be applied in a proportionate manner consistent with regulatory obligations.

7.3.12 Liability Disclaimer for Dormant Account Closure

The Company shall not be liable for any loss, damage, cost, or consequence arising from the restriction, fee assessment, fund reclassification, or termination of an account due to inactivity or dormancy, except to the extent such liability cannot be excluded under applicable law.

Article 8: Default Events and Service Termination

Clause 8.1: Events of Default

*For the purposes of this Agreement, an **Event of Default** shall be deemed to have occurred where the Client fails to perform, observe, or comply with any obligation, representation, warranty, or undertaking imposed under this Agreement or under applicable laws and regulations. Events of Default include, without limitation, legal or regulatory non-compliance, insolvency, fraudulent or deceptive conduct, material misrepresentation, or any act or omission that exposes the Company to financial, legal, or reputational risk. Upon the occurrence of an Event of Default, the Company shall be entitled, at its sole discretion and without prejudice to any other rights or remedies available to it, to suspend or terminate the provision of services, restrict access to the trading platform, liquidate open positions, retain funds, and enforce any contractual or legal remedies available under this Agreement or applicable law.*

8.1.1 Incapacity or Death of Client

An Event of Default shall be deemed to occur upon the legal incapacity, permanent disability, or death of the Client, where such circumstance materially affects the Client's ability to perform obligations under this Agreement. In such cases, the handling of the Client's account, funds, and positions shall be governed by applicable succession, probate, or inheritance laws, and the Company reserves the right to suspend account activity pending receipt and verification of legally valid documentation from duly authorized representatives or successors.

8.1.2 Force Majeure Default Events

An Event of Default may arise as a consequence of force majeure events that prevent either party from fulfilling their obligations under this Agreement. Such events include circumstances beyond reasonable control, including but not limited to war, terrorism, labor disputes, governmental actions, civil unrest, or widespread infrastructure failures. In such cases, the Company shall not be held liable for any delay, interruption, or failure to perform services resulting from such force majeure conditions.

8.1.3 Acts of God

Acts of God, including but not limited to earthquakes, floods, fires, hurricanes, pandemics, epidemics, or other natural disasters, may constitute Events of Default where they materially impede the performance of obligations under this Agreement. The Client acknowledges that such events may result in service interruptions, market disruptions, or operational limitations, and agrees that the Company shall not be responsible for losses or damages arising therefrom.

8.1.4 Technical and Regulatory Disruptions

Events of Default may also arise from technical failures, system outages, cyber incidents, market infrastructure breakdowns, or regulatory, legal, or governmental actions that restrict or prohibit the Company from providing services. This includes, without limitation, sanctions, licensing suspensions, jurisdictional restrictions, or mandatory regulatory interventions. The Company shall be entitled to take immediate protective measures without incurring liability in such circumstances.

8.1.5 Exclusion of Liability

The Client expressly acknowledges and agrees that the Company shall not be liable for any direct, indirect, incidental, consequential, or economic losses suffered by the Client as a result of an Event of Default, including losses arising from account suspension, liquidation of positions, service interruption, or enforcement actions taken in accordance with this Agreement and applicable law.

8.1.6 Retention of Funds

Upon the occurrence of an Event of Default, the Company shall be entitled to retain, freeze, or otherwise restrict access to funds, assets, or balances held in the Client's account to the extent necessary to satisfy outstanding obligations, liabilities, fees, penalties, or losses incurred under this Agreement. Such retention may continue until all obligations are fully settled or resolved in accordance with applicable legal requirements.

8.1.7 Legal Enforcement Rights

The Company reserves the right to pursue any and all remedies available at law or in equity following an Event of Default, including initiating legal proceedings, enforcing contractual rights, seeking damages, imposing penalties, or reporting the matter to relevant regulatory or law enforcement authorities, where required or deemed appropriate.

8.1.8 No Notice or Compensation Requirement

Except where expressly required by applicable law, the Company shall have no obligation to provide prior notice, cure periods, or compensation to the Client before exercising its rights following an Event of Default. The Client expressly waives any claim arising from the absence of such notice or compensation, to the fullest extent permitted by law.

8.1.9 Immediate Agreement Termination

The occurrence of an Event of Default may result in the immediate termination of this Agreement, with or without prior notice. Upon such termination, the Client shall lose all rights to access the Company's services, trading platforms, and associated features, and any outstanding obligations shall become immediately due and enforceable in accordance with this Agreement.

Clause 8.2: Discontinuation and Termination of Services

The Company reserves the unrestricted right, at its sole discretion, to suspend, restrict, or permanently discontinue the provision of any or all services made available to the Client under this Agreement, whether in whole or in part, where such action is required for legal, regulatory, operational, risk management, or compliance-related reasons. The Client likewise retains the right to request termination of their relationship with the Company, provided that all outstanding obligations, liabilities, and requirements under this Agreement are fully satisfied prior to termination taking effect.

8.2.1 Valid Termination Request Requirements

Any request by the Client to terminate this Agreement must be submitted in writing and transmitted exclusively from the email address registered with the Client's account. The Company shall be entitled to rely on the registered email address as definitive proof of the Client's identity and intent. Termination requests submitted from unregistered or unverifiable contact details may be rejected without further review, and the Company shall not be responsible for delays or consequences arising from invalid termination submissions.

8.2.2 Mutual Termination Rights

Either the Company or the Client may elect to terminate this Agreement by providing written notice in accordance with the communication procedures prescribed herein. Unless otherwise required by applicable law or expressly waived by the Company, such termination shall be subject to any applicable notice period and shall not prejudice any rights, remedies, or obligations that accrued prior to the effective date of termination.

8.2.3 Immediate Settlement of Obligations

Upon termination of this Agreement for any reason whatsoever, all financial obligations owed by the Client to the Company shall become immediately due and payable in full. This includes, without limitation, outstanding fees, commissions, margin requirements, trading losses, administrative charges, penalties, or any other amounts arising from the Client's use of the Company's services prior to termination.

8.2.4 Fund Conversion and Set-Off Rights

The Company shall be entitled, without prior notice to the Client, to convert funds held in the Client's account into such currency as the Company deems necessary to satisfy outstanding liabilities. The Company may further consolidate, offset, or apply any available balances, credits, or entitlements held by the Client against amounts owed to the Company, and the Client expressly waives any objection to the exercise of such rights.

8.2.5 Cessation of Trading Activities

Effective upon termination or suspension of this Agreement, the Client's ability to access the trading platform, place orders, maintain positions, or engage in any trading-related activity shall cease immediately. The Company shall have no obligation to accept, process, or execute any instructions submitted after the effective termination date, regardless of whether such instructions were initiated prior thereto.

8.2.6 Survival of Obligations

Termination of this Agreement shall not operate to discharge, release, or extinguish any rights, obligations, or liabilities of either party that by their nature are intended to survive termination. Such surviving provisions shall include, without limitation, obligations relating to fees, indemnities, confidentiality, intellectual property, dispute resolution, and governing law.

8.2.7 Termination Due to Inactivity

The Company may, at its sole discretion, initiate termination procedures where the Client's account remains inactive or non-operational for an extended period, as defined under this Agreement. Such termination may occur following the application of inactivity fees, administrative measures, or unsuccessful attempts to contact the Client, and the Company shall not be required to maintain services for accounts exhibiting prolonged inactivity.

8.2.8 Immediate Termination for Breach

The Company reserves the right to terminate this Agreement with immediate effect and without prior notice where the Client commits a material breach of any provision herein, including but not limited to fraudulent conduct, misuse of the platform, regulatory violations, or misrepresentation. In such circumstances, the Company may suspend access, close positions, withhold funds, and take any lawful action necessary to protect its interests.

8.2.9 Compliance-Based Termination

Failure by the Client to satisfy ongoing compliance obligations, including Know Your Customer (KYC), anti-money laundering (AML), sanctions screening, or other regulatory requirements, shall constitute grounds for immediate suspension or termination of services. The Company shall bear no liability for losses incurred as a result of such compliance-driven actions.

8.2.10 Indemnification Obligation

The Client agrees to fully indemnify, defend, and hold harmless the Company, its affiliates, officers, employees, and agents from and against any claims, losses, damages, liabilities, costs, or expenses arising out of or related to the Client's breach of this Agreement, misuse of services, or violation of applicable laws or regulations.

8.2.11 No Liability for Dormancy Termination

The Client expressly acknowledges that the Company shall not be liable for any loss, damage, or expense incurred as a consequence of account termination resulting from inactivity, dormancy, or non-operational status, including any loss of trading opportunity or account privileges.

8.2.12 Final Settlement Upon Termination

Upon termination of this Agreement, the Company shall finalize the Client's account by settling all outstanding balances, closing any remaining positions as necessary, and applying funds toward any unpaid obligations. Any remaining balance, if applicable, shall be handled in accordance with the withdrawal procedures set forth in this Agreement, subject to verification and compliance requirements.