

# **CONDITIONS OF USE**

## **INTRODUCTORY NOTICE**

By entering, browsing, registering with, or otherwise utilizing the website, digital infrastructure, applications, platforms, systems, and associated services operated by **CAPITAL NOMOS** (*hereinafter referred to as the “Company”*), every visitor, client, subscriber, or user acknowledges that they have carefully examined, understood, and voluntarily accepted the legal obligations, limitations, policies, and operational standards contained within these Conditions of Use.

The continued access to or utilization of any portion of the Company’s services, whether for informational, transactional, communicative, or commercial purposes, shall constitute full and irrevocable acceptance of these Conditions of Use, including any amendments, supplemental policies, compliance notices, or future modifications that may be implemented by the Company at its sole discretion.

Any individual or entity that does not fully consent to the provisions, restrictions, responsibilities, and legal effects outlined herein must immediately cease all access to the Company’s website, applications, proprietary systems, and related services. Unauthorized or non-compliant use of the Company’s platforms may result in suspension, termination, legal enforcement actions, or other remedies available under applicable laws and regulations.

The Company reserves the unrestricted right to revise, update, expand, or modify these Conditions of Use at any time without prior individual notice, and such modifications shall become legally effective immediately upon publication through the Company’s official platforms unless otherwise expressly stated.

## **PRELIMINARY DECLARATION**

These Conditions of Use (*hereinafter referred to as the “Agreement”*) establish a legally binding contractual framework between **CAPITAL NOMOS**, a duly organized and legally recognized



entity operating in accordance with applicable laws and regulatory standards, and every individual, corporation, partnership, organization, or other legal entity accessing or utilizing the Company's website, systems, applications, products, or related digital services (*collectively referred to as the "User"*).

This Agreement governs and regulates all forms of interaction, communication, access, participation, subscription, registration, transactional activity, and utilization associated with the Company's digital environment, including but not limited to proprietary technologies, financial service interfaces, online trading systems, informational resources, software applications, account management systems, and affiliated operational platforms made available by the Company.

The User expressly acknowledges that the Company operates within a structured legal, regulatory, technological, and compliance-based framework, and that all activities conducted through the Company's platforms may be subject to applicable international laws, financial regulations, anti-money laundering obligations, compliance verification procedures, cybersecurity measures, and jurisdictional limitations.

By accessing or utilizing the Company's services, the User further confirms that they possess the legal capacity, authority, eligibility, and lawful right to enter into binding agreements under the laws applicable within their jurisdiction and that such participation does not violate any existing legal restrictions, contractual obligations, or governmental regulations applicable to the User.

Accordingly, the Parties hereby agree that these Conditions of Use shall govern all present and future interactions between the Company and the User and shall define the respective rights, obligations, responsibilities, liabilities, operational standards, and limitations applicable throughout the duration of the User's engagement with the Company's platforms and services.

## **RECITALS**



WHEREAS, the Company develops, manages, operates, and provides digital financial services, trading technologies, online account systems, educational resources, informational materials, and related electronic platforms for qualified users and clients;

WHEREAS, the User voluntarily seeks access to the Company's services, platforms, systems, and digital resources for lawful personal, informational, commercial, or investment-related purposes;

WHEREAS, the Company requires all Users to comply with operational standards, legal obligations, security requirements, regulatory procedures, acceptable conduct policies, and risk disclosures associated with the use of its services;

WHEREAS, the Parties acknowledge that financial markets, online trading activities, and digital transactions may involve varying degrees of commercial, technological, operational, and financial risk;

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, acknowledgments, and obligations contained herein, the Parties agree to be legally bound by these Conditions of Use and all related policies, procedures, and supplemental agreements incorporated herein by reference.

## **LEGAL FRAMEWORK OVERVIEW**

### **1. GENERAL OVERVIEW**

- 1.1 Binding Parties
- 1.2 Acceptance and Governing Terms
- 1.3 User Obligations and Conduct

### **2. SERVICE ACCESS, USAGE, AND RESTRICTIONS**

- 2.1 Conditions of Service Access and Client Responsibilities
- 2.2 Client Onboarding, Verification, and Platform Terms
- 2.3 Trading Risks, Client Discretion, and Disclaimers

### **3. ACCOUNT CLASSIFICATIONS, LEGAL STATUS, AND SPECIAL FRAMEWORKS**

- 3.1 Standard Account Types, Operational Criteria, and Regulatory Restrictions
- 3.2 Joint Account Governance, Signatory Rights, and Liability Provisions
- 3.3 Islamic (Swap-Free) Accounts — Eligibility, Use, and Compliance Obligations

### **4. CLIENT FUNDING, WITHDRAWAL, REFUND, AND FEE TERMS**

- 4.1 Deposit Mechanisms, Conditions, and Verification Procedures
- 4.2 Withdrawal Eligibility, Processing, and Compliance Safeguards
- 4.3 Refund Eligibility and Transaction Reversal Policy



4.4 Service Charges, Commission Structures, and Fee Liabilities

**5. PLATFORM ACCESS, MARKET INFORMATION, AND TRADE EXECUTION TERMS**

5.1 Client Access, Usage Conditions, and Platform Security

5.2 Market Information Disclaimers and Non-Advisory Use Policy

5.3 Execution of Market Orders, Trading Conduct, and Transaction Risk Management

**6. CLIENT DATA HANDLING, VERIFICATION, AND ELECTRONIC COMMUNICATION FRAMEWORK**

6.1 User Identification, Documentation Compliance, and Data Governance Obligations

6.2 Digital Execution Standards and Electronic Communication Validity

**7. ACCOUNT ACCESS CONTROL, THIRD-PARTY AUTHORIZATION, AND DORMANT ACCOUNT MANAGEMENT**

7.1 Account Credentials, Platform Use, and Security Obligations

7.2 Third-Party Access, Delegation of Authority, and Risk Allocation

7.3 Dormancy Designation, Inactive Account Charges, and Termination Procedure

**8. DEFAULT EVENTS, ACCOUNT TERMINATION, AND DISCONTINUATION OF SERVICES**

8.1 Events of Default and Enforcement of Remedies

8.2 Service Termination, Client-Initiated Closure, and Settlement Procedures

**9. INTERPRETATION, CONSTRUCTION, DEFINITIONS, AND GOVERNING PRINCIPLES**

- 9.1 Foundational Rules of Construction and Contractual Interpretation
- 9.2 Grammatical Construction and Contextual Application
- 9.3 Organizational Structure, Formatting, and Administrative References
- 9.4 Definitions, Terminology, and Context-Specific Meanings
- 9.5 Hierarchy of Contractual Documents and Prevailing Interpretation
- 9.6 Governing Language and Authoritative Version
- 9.7 Neutral Interpretation and Drafting Construction
- 9.8 References to Laws, Regulatory Frameworks, and Compliance Standards
- 9.9 Incorporation of Future Policies and Operational Updates
- 9.10 Electronic Interpretation and Digital Communications
- 9.11 Commercial Practice and Industry Usage Standards
- 9.12 Operational Time Standards and Business Day Interpretation
- 9.13 Severability, Partial Invalidity, and Preservation of Remaining Provisions
- 9.14 Continuing Interpretative Effect Following Termination
- 9.15 Residual Authority of Interpretation and Operational Clarification

## **1. GENERAL OVERVIEW**

### **1.1 Binding Parties**

1.1.1 These Conditions of Use establish a legally binding agreement between **CAPITAL NOMOS** (*hereinafter referred to as the “Company,” “We,” “Us,” or “Our”*) and every individual, institution, organization, corporation, partnership, or other legal entity accessing, browsing, registering with, utilizing, or otherwise engaging with the Company’s Website, digital infrastructure, Trading Platforms, software systems, communication channels, or related services (*hereinafter collectively referred to as the “User,” “Client,” “You,” or “Your”*). By entering, accessing, or continuing to use any portion of the Company’s digital environment or operational services, the User expressly acknowledges and agrees to be legally bound by these Conditions of Use in their entirety.

1.1.2 These Conditions of Use shall apply universally to all visitors, account holders, prospective clients, authorized representatives, and any third parties interacting with the Company’s systems or Services for informational, operational, commercial, transactional, or investment-related purposes. The provisions contained herein shall supersede all prior oral discussions, electronic communications, informal understandings, marketing representations, or previous arrangements relating to the subject matter governed by this Agreement.

1.1.3 For purposes of interpretation and contractual application under these Conditions of Use, the following definitions shall apply unless the context expressly requires otherwise:

(a) “Company” shall mean **CAPITAL NOMOS**, a company duly incorporated and existing under the laws of Grande Comore as an International Business Company, with company registration number 697973IBC and License Number 581697346, operating through the official website

<https://capitalnomos.com/> and all affiliated digital interfaces, applications, software systems, Trading Platforms, and operational environments. **The Company is managed and administered by EVERGREEN ASSET MANAGEMENT LTD** pursuant to the authority and regulatory framework established under the laws, regulations, and governing mandates of the **International Regulatory Authority of Grande Comore (IRAGC)**. The registered office of the Company is situated at **Rue de la Paix, Quartier Cala Kuu, Moroni, Grande Comore, Comoros**.

(b) **“Client”** or **“User”** shall refer to any individual, legal entity, partnership, institution, or organization that accesses, utilizes, registers for, participates in, or otherwise engages with the Company’s Services or platforms.

(c) **“Services”** shall include, without limitation, all trading services, account management facilities, financial technology systems, market access solutions, advisory materials, educational content, software applications, communication tools, digital resources, and operational functionalities provided or made available by the Company.

(d) **“Website”** shall mean the Company’s official online platform, including all associated domains, subdomains, web-based interfaces, client portals, and connected digital systems.

(e) **“Trading Platform”** shall refer to any electronic platform, web terminal, software application, mobile interface, or third-party trading infrastructure approved or operated by the Company for transactional or account-related activities.

## **1.2 Acceptance and Governing Terms**

1.2.1 The continued access to, use of, registration with, or interaction involving the Company’s Website, Services, Trading Platforms, systems, technologies, or related digital environments shall constitute the User’s full, unconditional, and continuing acceptance of these Conditions of Use together with all supplementary policies, disclosures, notices, operational procedures, and legal documents issued or adopted by the Company from time to time.

1.2.2 Any individual or entity that does not agree to be legally bound by these Conditions of Use and all incorporated policies must immediately cease and discontinue all access to and use of the Company’s Website, systems, applications, and Services.

1.2.3 This Agreement shall become legally effective and enforceable immediately upon the occurrence of any of the following events:

- (a) Accessing or browsing the Website;
- (b) Registering for or maintaining an account;
- (c) Utilizing any Trading Platform or Company Service;
- (d) Submitting personal information or documentation to the Company; or
- (e) Continuing to use the Services following publication of revised terms or policies.

1.2.4 These Conditions of Use govern all access to and use of the Company's Services, Trading Platforms, software environments, informational materials, digital systems, and operational infrastructure, including all future amendments, updates, enhancements, restrictions, or modifications implemented by the Company at its sole discretion.

1.2.5 The User acknowledges and agrees that these Conditions of Use incorporate by reference all related legal documents, operational policies, disclosures, notices, and compliance procedures adopted by the Company, including but not limited to:

- (a) Data Governance and Privacy Protection Policy;
- (b) Refund Administration Policy;
- (c) Conflicts Of Interest Compliance Policy;
- (d) Financial Risk Disclosure And Acceptance Policy;
- (e) AML, CTF, and Financial Crime Prevention Policy; and
- (f) Any service-specific agreements, disclosures, or operational policies.

1.2.6 All contractual documentation, legal notices, operational correspondence, disclosures, and official communications issued by the Company shall be prepared and interpreted in the English language. Any translated version provided for convenience purposes shall not possess independent legal authority, and in the event of inconsistency or conflict, the English version shall prevail.

1.2.7 All intellectual property rights associated with the Website, including but not limited to trademarks, logos, graphics, layouts, source code, software systems, written materials, proprietary technologies, databases, designs, visual interfaces, and operational content shall



remain the exclusive property of the Company or its licensors. Unauthorized reproduction, republication, modification, distribution, commercial exploitation, or misuse of such intellectual property is strictly prohibited.

1.2.8 The Company's Services are not intended for access or use by persons located within jurisdictions where the offering, promotion, provision, or utilization of such Services would violate applicable laws, regulations, sanctions programs, or licensing requirements. Without limitation, residents or citizens of the United States and other restricted jurisdictions designated by the Company may be prohibited from accessing the Services.

1.2.9 The Company does not provide guarantees regarding profitability, financial performance, uninterrupted availability, investment outcomes, market stability, or suitability of the Services for the User's personal objectives or financial circumstances.

1.2.10 The User acknowledges that all trading activities, investment decisions, financial transactions, and operational actions undertaken through the Company's platforms are performed entirely at the User's own risk, discretion, and responsibility. The Company strongly recommends that Users obtain independent financial, legal, tax, or investment advice prior to engaging in trading activities.

1.2.11 The Company may, where reasonably necessary and consistent with applicable legal, regulatory, operational, or commercial requirements, amend, modify, supplement, replace, suspend, or otherwise update these Conditions of Use from time to time. Any such amendments or revisions shall become effective upon publication through the Company's official Website or through other authorized communication channels, including but not limited to the Company's official email address at [support@capitalnomos.com](mailto:support@capitalnomos.com). Continued access to or use of the Company's Services following the implementation of such amendments shall constitute the Client's acknowledgment and acceptance of the revised Conditions of Use.

1.2.12 By accessing the Website or utilizing the Services, the User confirms and warrants that they possess the legal authority, capacity, and eligibility necessary to enter into legally binding agreements under the laws applicable within their jurisdiction.

1.2.13 Any complaint, dispute, legal claim, investigation request, or formal communication submitted to the Company must originate exclusively from the User's verified and registered email address or authorized communication channel associated with the relevant account.

1.2.14 The User further agrees to maintain strict confidentiality concerning disputes, investigations, settlement discussions, or unresolved matters involving the Company and shall refrain from making false, defamatory, misleading, malicious, or unauthorized public disclosures that may damage the Company's reputation, operations, or commercial interests.

1.2.15 The Company reserves the absolute and unrestricted right to suspend, freeze, restrict, deactivate, or permanently terminate access to any account, Trading Platform, or Service where the Company reasonably determines that the User has violated these Conditions of Use, applicable laws, compliance requirements, regulatory obligations, or operational policies.

1.2.16 The establishment, maintenance, operation, suspension, and closure of all trading accounts shall remain subject to these Conditions of Use together with any additional account-specific procedures, requirements, operational standards, or compliance measures imposed by the Company.

### **1.3 User Obligations and Conduct**

1.3.1 By accessing or utilizing the Website or Services, the User represents and warrants that they are of legal age and possess the full legal capacity, authority, and competence necessary to enter into binding contractual obligations under the laws applicable within their jurisdiction.

1.3.2 The User further confirms that they are not located within, resident in, or subject to any jurisdiction where access to or use of the Company's Services would be unlawful, restricted, sanctioned, or prohibited by applicable law, regulation, governmental directive, or sanctions program, including restrictions imposed by OFAC or other competent authorities.

1.3.3 The User shall remain solely responsible for maintaining the confidentiality, security, and integrity of all login credentials, passwords, authentication tools, verification codes, and account access information associated with their account.

1.3.4 All transactions, instructions, trading activities, withdrawals, communications, operational requests, or account actions conducted through the User's account shall be deemed authorized and binding upon the User.

1.3.5 The User agrees to immediately notify the Company upon becoming aware of any unauthorized access, suspected compromise, cybersecurity incident, fraudulent activity, or breach affecting their account or credentials.

1.3.6 The User undertakes to provide complete, accurate, current, authentic, and verifiable information during registration and throughout the duration of the contractual relationship with the Company.

1.3.7 The submission of false, misleading, incomplete, altered, fraudulent, or outdated information or documentation shall constitute a material violation of these Conditions of Use and may result in suspension, termination, reporting to regulatory authorities, restriction of access, or freezing of account activity.

1.3.8 The User shall not utilize the Website, Services, or Trading Platforms for any unlawful, deceptive, abusive, manipulative, unauthorized, fraudulent, or harmful purpose and shall comply with all applicable laws, regulations, sanctions programs, and governmental directives relevant to their use of the Services.

1.3.9 Without limitation, prohibited conduct shall include:

- (a) Attempting to gain unauthorized access to systems, servers, databases, or restricted infrastructure;
- (b) Disrupting, interfering with, or compromising the functionality, integrity, security, or operational continuity of the Website or Services;

- (c) Uploading, transmitting, or distributing malware, viruses, ransomware, spyware, or malicious code;
- (d) Utilizing automated tools, bots, scraping software, or artificial systems to manipulate, exploit, extract, or interfere with content or platform functionality;
- (e) Impersonating another individual, institution, or legal entity;
- (f) Harassing, threatening, intimidating, or abusing other users, employees, representatives, or affiliates of the Company;
- (g) Engaging in fraudulent schemes, money laundering activities, sanctions evasion, terrorist financing, market manipulation, or unlawful financial conduct; or
- (h) Encouraging, facilitating, or promoting illegal activities through the use of the Services.

1.3.10 The User shall remain solely responsible for all taxes, governmental charges, reporting obligations, duties, levies, or financial liabilities arising from or connected with their use of the Services.

1.3.11 The Company does not provide tax, accounting, or legal advice and assumes no responsibility for the User's compliance with applicable tax or reporting obligations.

1.3.12 The User agrees to fully cooperate with any legal, regulatory, compliance, audit, fraud-prevention, cybersecurity, or investigative procedure conducted by the Company or any competent governmental or regulatory authority.

1.3.13 The Company reserves the right to request additional information, supporting documentation, verification materials, proof of source of funds, transactional explanations, or enhanced due diligence records at any time.

1.3.14 The Company may, at its sole discretion, monitor, review, record, retain, investigate, or analyze account activity, trading behavior, communications, transactions, and operational usage for purposes including compliance monitoring, fraud prevention, dispute resolution, cybersecurity, and risk management.

1.3.15 The User may not assign, transfer, sublicense, delegate, or otherwise dispose of any rights or obligations arising under these Conditions of Use without the Company's prior written consent. Any unauthorized assignment or transfer shall be deemed null, void, and without legal effect.

## **2. SERVICE ACCESS, USAGE, AND RESTRICTIONS**

### **2.1 Conditions of Service Access and Client Responsibilities**

2.1.1 Subject to compliance with these Conditions of Use and all applicable legal, regulatory, operational, and compliance requirements, the Company may provide the Client with access to various services, including but not limited to Trading Platforms, financial technology systems, market access tools, account management facilities, educational resources, analytical materials, customer support channels, software environments, and related operational functionalities made available through the Company's Website or affiliated digital infrastructure. The Company reserves the unrestricted right to modify, expand, restrict, suspend, replace, discontinue, or remove any Service, feature, instrument, or operational component at any time and without prior notice where deemed necessary for legal, technical, compliance, commercial, security, or operational reasons.

2.1.2 The availability and continuity of the Services shall depend upon multiple factors, including but not limited to the operational status of the Company's systems, internet connectivity, cybersecurity conditions, telecommunications infrastructure, third-party providers, liquidity providers, software environments, external technological dependencies, and compliance with these Conditions of Use. The Client acknowledges and accepts that temporary interruptions, delays, outages, communication failures, execution disruptions, data inaccuracies, cybersecurity incidents, maintenance procedures, force majeure events, or failures caused by external service providers shall not constitute a breach of obligation by the Company.

2.1.3 All Services provided by the Company shall be utilized strictly in accordance with these Conditions of Use, applicable operational policies, compliance requirements, and technical procedures established by the Company from time to time. Any access to, utilization of, interference with, exploitation of, or interaction involving the Services beyond the scope expressly authorized under these Conditions of Use shall constitute unauthorized use and



may result in suspension, restriction, investigation, or permanent termination of access rights.

2.1.4 Any individual or entity seeking access to the Company's Services must satisfy all procedural, operational, regulatory, technological, verification, and compliance requirements imposed by the Company. The Company reserves the unrestricted right to reject, deny, suspend, void, or terminate any account application, transaction, onboarding request, or Service access where the Client fails to comply with applicable requirements or where suspicious, irregular, misleading, incomplete, or unauthorized activity is identified.

2.1.5 The Company may provide multiple account classifications, account structures, service tiers, or operational categories, each possessing distinct eligibility requirements, operational conditions, leverage limitations, funding thresholds, features, privileges, and restrictions. The Client acknowledges and agrees that continued access to and maintenance of any account classification shall remain contingent upon the Client's compliance with these Conditions of Use and all account-specific obligations imposed by the Company.

2.1.6 By opening, maintaining, or utilizing an account with the Company, the Client represents and warrants that all personal, financial, operational, and verification information submitted to the Company is accurate, authentic, complete, current, and not misleading in any respect. The Client further undertakes to promptly notify the Company of any material changes affecting such information and acknowledges that failure to maintain updated records may result in operational restrictions, compliance review, suspension, or account termination.

2.1.7 The Client expressly acknowledges and agrees that all accounts, transactions, operational activities, communications, and interactions conducted through the Company's systems may be monitored, reviewed, analyzed, retained, investigated, or reported by the Company for purposes including but not limited to regulatory compliance, Anti-Money Laundering ("*AML*") obligations, Know Your Customer ("*KYC*") verification, fraud prevention, cybersecurity protection, sanctions compliance, dispute resolution, operational security, and risk management.

2.1.8 The Company reserves the unrestricted right to freeze, suspend, restrict, investigate, review, reject, or terminate any account, transaction, withdrawal request, funding activity, or Service access where the Company reasonably suspects fraud, market abuse, sanctions violations, cybersecurity threats, unauthorized access, financial crime, misleading documentation, unlawful conduct, or breaches of these Conditions of Use.

2.1.9 The Client shall remain solely responsible for ensuring that sufficient funds, collateral, or capital requirements applicable to the selected account type are maintained at all times in accordance with the operational thresholds established by the Company. The Company shall bear no liability for losses, restrictions, liquidations, failed transactions, or account limitations resulting from the Client's failure to satisfy such requirements.

2.1.10 The Client acknowledges that access to certain Services, Trading Platforms, products, or financial instruments may be restricted, suspended, or unavailable depending on jurisdictional limitations, regulatory obligations, sanctions programs, operational risk assessments, internal compliance policies, or technical considerations implemented by the Company.

## **2.2 Client Onboarding, Verification, and Platform Terms**

2.2.1 Prior to obtaining access to the Services or activating an operational account, the Client must successfully complete all onboarding, registration, verification, authentication, compliance, and due diligence procedures required by the Company in accordance with applicable laws, regulatory standards, operational policies, and internal compliance protocols.

2.2.2 The onboarding and verification process may include, without limitation:

- (a) Completion and submission of registration forms through the Company's Website or designated platforms;
- (b) Creation and activation of account credentials and authentication mechanisms;
- (c) Verification of email addresses, telephone numbers, or communication channels associated with the account;
- (d) Submission and verification of government-issued identification documents;

- (e) Submission and verification of proof of address documentation;
- (f) Completion of source-of-funds or source-of-wealth verification procedures;
- (g) Enhanced due diligence assessments where deemed necessary by the Company; and
- (h) Submission of any additional documentation, declarations, certifications, or verification materials requested by the Company.

2.2.3 The Company reserves the unrestricted right to reject, suspend, delay, restrict, or terminate any onboarding process, verification procedure, registration request, or account activation where the Company determines, at its sole discretion, that the Client has failed to satisfy applicable compliance standards, operational requirements, verification procedures, or legal obligations.

2.2.4 The Client expressly acknowledges and agrees that the Company may engage third-party Payment Service Providers (“PSPs”), financial institutions, liquidity providers, verification vendors, software providers, cloud infrastructure providers, data processors, communication systems, and affiliated operational partners in connection with the provision and operation of the Services.

2.2.5 The Client further agrees to comply with all applicable operational procedures, terms, policies, processing conditions, technical requirements, and transactional rules imposed by any authorized third-party provider utilized in connection with the Services. Such third-party provisions shall be deemed incorporated into these Conditions of Use by reference where applicable.

2.2.6 The Company’s Trading Platform may include proprietary systems, licensed software environments, mobile applications, desktop terminals, browser-based interfaces, APIs, electronic trading systems, or third-party technological infrastructure approved or operated by the Company for trading or account-related activities.

2.2.7 The Company does not guarantee uninterrupted availability, operational continuity, execution speed, compatibility, accessibility, or error-free functionality of any Trading Platform or associated system and reserves the unrestricted right to perform maintenance,



upgrades, updates, modifications, suspensions, security interventions, or operational changes at any time without prior notice.

2.2.8 The Client shall remain solely responsible for ensuring the compatibility, security, configuration, and maintenance of their personal devices, internet connection, operating systems, cybersecurity protections, and technological environment necessary to access the Services and Trading Platforms.

2.2.9 The Company may implement additional authentication procedures, cybersecurity controls, transaction verification mechanisms, access restrictions, or operational safeguards where necessary to protect the integrity, security, and stability of the Services.

### **2.3 Trading Risks, Client Discretion, and Disclaimers**

2.3.1 Upon successful completion of the onboarding and verification process, the Client may receive access credentials, authentication tools, account identifiers, system-generated passwords, or other operational information necessary to access the Trading Platform and associated Services.

2.3.2 The Client expressly acknowledges and accepts that trading financial instruments, derivatives, leveraged products, foreign exchange products, commodities, contracts for difference, digital assets, indices, or other financial products involves substantial risk and may result in partial or complete loss of invested capital.

2.3.3 The Company does not guarantee profitability, investment performance, execution quality, financial returns, uninterrupted market access, or protection against losses associated with trading activities conducted through the Services.

2.3.4 All trading decisions, investment activities, account operations, strategic actions, transactional instructions, and market participation undertaken through the Trading



Platform shall remain solely the responsibility of the Client and shall be conducted entirely at the Client's own discretion, judgment, and risk.

2.3.5 The Client acknowledges that financial markets may experience extreme volatility, illiquidity, pricing discrepancies, slippage, execution delays, market closures, technological disruptions, geopolitical instability, governmental intervention, cybersecurity incidents, extraordinary economic events, or other circumstances beyond the Company's control that may adversely affect trading outcomes.

2.3.6 Any educational materials, analytical tools, technical indicators, research reports, market commentary, strategy templates, webinars, tutorials, portfolio examples, trading insights, or informational content provided by the Company are supplied strictly for informational and educational purposes only and shall not constitute investment advice, fiduciary guidance, legal advice, tax advice, financial recommendations, or guarantees of future performance.

2.3.7 The Client acknowledges that reliance upon any information, analysis, strategy, educational material, market commentary, or operational content provided by the Company shall occur entirely at the Client's own risk and discretion.

2.3.8 The Company shall not be liable for any direct, indirect, incidental, consequential, punitive, economic, or trading-related losses arising from the Client's use of the Services, participation in trading activities, reliance upon informational materials, execution delays, system interruptions, market fluctuations, pricing errors, liquidity shortages, or adverse market conditions.

2.3.9 The Client is strongly encouraged to obtain independent legal, financial, investment, accounting, and tax advice prior to engaging in trading activities or utilizing the Company's Services.

2.3.10 The Client further acknowledges that past performance, historical results, trading simulations, hypothetical scenarios, or projected outcomes shall not constitute reliable indicators of future performance or guaranteed investment returns.

### **3. ACCOUNT CLASSIFICATIONS, LEGAL STATUS, AND SPECIAL FRAMEWORKS**

#### **3.1 Standard Account Types, Operational Criteria, and Regulatory Restrictions**

3.1.2 The availability, accessibility, operational scope, and eligibility requirements applicable to specific Live Accounts shall be determined exclusively by the Company and may vary according to the Client's jurisdiction, regulatory classification, compliance status, risk assessment profile, funding capacity, trading activity, or other operational considerations established by the Company from time to time. Without limitation, the Company may make available the following account classifications and service tiers:

- (a) Agora Plan
- (b) Athena Plan
- (c) Apollo Plan
- (d) Sparta Plan
- (e) Olympus Plan
- (f) Zeus Plan

Each account classification may possess distinct trading conditions, leverage structures, execution parameters, margin requirements, funding thresholds, withdrawal conditions, operational privileges, service features, and access limitations as determined solely by the Company. The Company reserves the unrestricted right to amend, reclassify, suspend, discontinue, restrict, or modify any account category, feature, operational condition, or eligibility requirement at any time and without prior notice where deemed necessary for legal, regulatory, commercial, compliance, technical, or operational purposes may vary according to the Client's jurisdiction, residency status, regulatory classification, compliance profile, operational suitability assessment, sanctions exposure, financial circumstances, risk evaluation, or internal Company policies. The Company reserves the unrestricted right to

deny, limit, restrict, modify, or terminate access to any account category where such action is deemed necessary to comply with applicable laws, regulatory obligations, licensing conditions, sanctions programs, operational risk assessments, or internal compliance procedures.

3.1.3 Nothing contained within these Conditions of Use shall obligate the Company to approve, establish, maintain, reactivate, or continue any Live Account or Service relationship with any Client. The Company may reject applications, suspend onboarding procedures, freeze operational activity, restrict account functionality, or permanently close accounts at its sole discretion and without any obligation to provide justification, explanation, or prior notice to the Client.

3.1.4 Any request submitted by a Client concerning changes to account conditions, account classification, leverage structures, operational settings, currency denomination, margin arrangements, execution models, or other account-related parameters must be formally submitted through the communication channels designated by the Company and shall not become effective unless and until expressly approved in writing by the Company.

3.1.5 The Client acknowledges and agrees that trading accounts demonstrating inactivity, dormancy, or absence of meaningful operational activity for a prolonged period may be subject to internal review, operational restrictions, maintenance procedures, inactivity fees, temporary suspension, archival procedures, or permanent closure in accordance with Company policy and applicable operational requirements.

3.1.6 Without limitation to the foregoing, the Company may classify an account as dormant where no substantial transactional, trading, funding, withdrawal, or account-management activity has occurred for a continuous period determined by the Company. In such circumstances, the Company reserves the unrestricted right to impose administrative charges, maintenance fees, operational restrictions, or account closure procedures without prior notice where permitted under applicable law.



3.1.7 The Client further acknowledges and accepts that accounts maintaining balances below the minimum operational thresholds established by the Company, including accounts containing balances below fifty United States Dollars (*USD 50.00*), may be automatically restricted, archived, suspended, or permanently closed where deemed operationally or commercially impractical by the Company.

3.1.8 The Company shall not bear responsibility or liability for losses, damages, interruptions, unrealized profits, inability to access the Services, missed trading opportunities, operational inconvenience, or financial consequences arising from account suspension, inactivity classification, dormancy procedures, operational restrictions, maintenance charges, or account closure actions undertaken in accordance with these Conditions of Use.

3.1.9 The Client remains solely responsible for ensuring continued compliance with all account-related obligations, operational requirements, funding conditions, margin requirements, leverage restrictions, verification standards, and regulatory obligations associated with the selected account classification.

3.1.10 The Company reserves the unrestricted right to impose enhanced due diligence procedures, additional verification requirements, source-of-funds reviews, operational limitations, transaction thresholds, or account restrictions on any Live Account where heightened regulatory scrutiny, compliance concerns, suspicious activity, or operational risk factors are identified.

## **3.2 Joint Account Governance, Signatory Rights, and Liability Provisions**

3.2.1 Unless otherwise expressly approved by the Company, all accounts established through the Company's Services shall be designated as individual accounts intended solely for the exclusive use and control of the registered Client. The Client shall not permit unauthorized third parties to access, utilize, manage, control, or operate the account under any



circumstances. Where multiple individuals or entities seek shared ownership, operational authority, or account control, a formally approved Joint Account must be established in accordance with the Company's onboarding and compliance procedures.

3.2.2 All individuals authorized to access or operate a Joint Account shall be designated as "Authorized Signatories" and shall, unless otherwise restricted by written agreement accepted by the Company, possess equal and independent authority to execute transactions, place trades, submit instructions, request withdrawals, transfer funds, manage account settings, receive communications, and otherwise conduct operational activities in connection with the Joint Account.

3.2.3 Each Authorized Signatory shall be deemed to act both individually and collectively on behalf of all Joint Account holders, and any instruction, request, authorization, transaction, or operational action submitted by one Authorized Signatory may be relied upon by the Company as legally binding upon all Joint Account holders.

3.2.4 The Company shall bear no responsibility or liability whatsoever for disputes, disagreements, conflicting instructions, claims, losses, allegations, or legal conflicts arising between Joint Account holders or Authorized Signatories in connection with the ownership, management, operation, or use of the Joint Account.

3.2.5 Prior to activation or operational use of a Joint Account, all Authorized Signatories must successfully complete the Company's onboarding, identity verification, address verification, AML/KYC compliance procedures, sanctions screening protocols, and any additional due diligence requirements imposed by the Company.

3.2.6 The Company may direct operational notices, compliance communications, account updates, transactional confirmations, legal notices, or other official correspondence to any one Authorized Signatory associated with the Joint Account, and such communication shall be deemed validly delivered to and legally received by all Joint Account holders.

3.2.7 All Joint Account holders shall remain jointly and severally liable for any debts, liabilities, obligations, losses, fees, deficits, charges, negative balances, claims, or financial responsibilities arising from or connected with the Joint Account regardless of the degree of individual participation or involvement in account activity.

3.2.8 The Company reserves the unrestricted right to require written authorization, confirmation, or approval from all Authorized Signatories prior to processing certain withdrawals, transfers, ownership modifications, operational changes, account closures, or disputed transactions, particularly where conflicting instructions, operational concerns, or compliance risks arise.

3.2.9 Transfers of funds between Joint Accounts and individual accounts maintained within the Company's operational environment shall remain subject to verification procedures, operational review, compliance approval, and submission of written instructions acceptable to the Company.

3.2.10 Any request to convert a Joint Account into an individual account, modify ownership structure, remove an Authorized Signatory, or alter account authority arrangements must be supported by written consent from all affected parties together with any documentation requested by the Company. Such modification shall not relieve any party of liabilities or obligations accrued prior to the effective date of the approved modification.

3.2.11 In the event of the death, incapacity, insolvency, bankruptcy, legal disability, regulatory restriction, or disqualification of any Authorized Signatory, the Company shall be notified immediately and may suspend, restrict, freeze, or otherwise limit access to the Joint Account pending completion of internal review procedures and receipt of documentation deemed satisfactory by the Company.

3.2.12 The Company reserves the unrestricted right to suspend, restrict, investigate, freeze, terminate, or otherwise limit access to any Joint Account where fraud, financial crime, unauthorized activity, sanctions concerns, compliance deficiencies, legal disputes,



cybersecurity risks, suspicious transactions, or breaches of these Conditions of Use are suspected or identified.

3.2.13 The Company shall not be liable for delays, interruptions, losses, operational restrictions, denied transactions, account freezes, or financial consequences resulting from compliance investigations, legal disputes, conflicting instructions, verification deficiencies, or operational measures relating to Joint Accounts.

### **3.3 Islamic (*Swap-Free*) Accounts — Eligibility, Use, and Compliance Obligations**

3.3.1 The Company may, at its sole discretion, offer Islamic Accounts, also referred to as Swap-Free Accounts, to eligible Clients who require trading arrangements intended to comply with the principles of Islamic finance and Sharia law. Such account classifications may exclude or modify swap charges, rollover interest, or certain financing mechanisms ordinarily applicable to conventional trading accounts.

3.3.2 Requests for the establishment, conversion, or activation of an Islamic Account must be formally submitted through the procedures designated by the Company and may require supporting documentation, declarations, confirmations, or additional compliance verification as determined appropriate by the Company.

3.3.3 Approval, denial, suspension, modification, or revocation of Islamic Account status shall remain entirely within the sole and unrestricted discretion of the Company, and the Company shall not be obligated to provide justification for any such decision.

3.3.4 Islamic Accounts must be utilized strictly in good faith and exclusively for legitimate purposes consistent with Islamic finance principles. The Client shall not use Islamic Account privileges for exploitative, manipulative, abusive, arbitrage-based, high-frequency, or interest-avoidance strategies inconsistent with the intended purpose of such accounts.

3.3.5 Unless otherwise expressly authorized by the Company, Clients utilizing Islamic Accounts may be restricted from maintaining trading positions for extended periods exceeding the operational holding thresholds established by the Company. The Company reserves the unrestricted right to impose administrative charges, operational restrictions, or account reclassification measures where such thresholds are exceeded.

3.3.6 Any misuse, abuse, manipulation, false declaration, fraudulent representation, or operational exploitation involving an Islamic Account may result in immediate revocation of swap-free privileges together with account restriction, account reclassification, retroactive application of swap charges, cancellation of profits, suspension of trading privileges, or permanent termination of the account.

3.3.7 The Company reserves the unrestricted right to investigate, review, analyze, and assess trading activity conducted through Islamic Accounts for purposes of ensuring compliance with operational policies, fair usage principles, anti-abuse measures, and applicable Sharia-compliant operational standards.

3.3.8 Clients utilizing Islamic Accounts shall not seek, request, receive, exploit, or intentionally generate swap credits, interest-related benefits, financing advantages, or artificial financial gains through the improper use of Swap-Free Account privileges. Any such conduct shall constitute a material breach of these Conditions of Use.

3.3.9 The Company may impose administrative fees, maintenance charges, holding fees, or operational costs on Islamic Accounts where such charges are intended to replace conventional interest-based mechanisms and are deemed consistent with the Company's internal operational standards and applicable Islamic finance principles.

3.3.10 The Company reserves the unrestricted right to convert, reclassify, suspend, restrict, or revoke the Islamic Account status of any Client at any time where the Company determines, at its sole discretion, that the account is being operated inconsistently with these Conditions of Use, applicable compliance requirements, or the intended purpose of Islamic Account privileges.

3.3.11 Upon conversion between account classifications, including conversion from or to an Islamic Account, the Company may perform operational adjustments including cancellation of pending orders, recalculation of fees, application or reversal of charges, modification of account settings, closure of positions, or adjustment of account balances where necessary to ensure operational consistency and equitable treatment across account types.

## **4. CLIENT FUNDING, WITHDRAWAL, REFUND, AND FEE TERMS**

### **4.1 Deposit Mechanisms, Conditions, and Verification Procedures**

4.1.1 Subject to the Company's internal operational standards, compliance procedures, and applicable regulatory requirements, the Client may fund their trading account exclusively through payment channels, banking methods, digital gateways, financial institutions, or Payment Service Providers ("*PSPs*") formally approved and designated by the Company from time to time through its official Website or affiliated operational platforms. All deposits submitted to the Company shall be deemed intended solely for legitimate trading and investment-related activities conducted through the Company's Services and shall not be utilized for unrelated financial transactions, money transfer arrangements, custodial purposes, or unauthorized commercial activity.

4.1.2 The Company reserves the unrestricted right to introduce, modify, suspend, restrict, replace, discontinue, or reject any funding method, payment channel, PSP integration, currency option, or deposit mechanism at any time and without prior notice where deemed necessary for operational, technical, compliance, legal, cybersecurity, commercial, or regulatory reasons. Availability of specific payment methods may vary according to jurisdiction, account classification, currency selection, operational limitations, or the Client's compliance profile.

4.1.3 All deposits, remittances, transfers, and funding transactions submitted by the Client shall remain subject to verification, authentication, operational review, compliance examination, and settlement confirmation procedures. The Client acknowledges that processing delays, intermediary charges, settlement interruptions, conversion costs, banking restrictions, technical disruptions, or transaction fees may arise in connection with such



funding activity whether imposed by the Company, banking institutions, PSPs, correspondent banks, card issuers, blockchain networks, or other third-party intermediaries.

4.1.4 In circumstances where a designated payment method, banking facility, PSP, or financial channel becomes temporarily unavailable, restricted, suspended, or operationally impaired, the Company may provide substitute funding methods, alternative settlement channels, or equivalent payment solutions deemed commercially or operationally appropriate. Acceptance of funds originating from third parties, international intermediaries, external custodians, or non-verified financial sources shall remain entirely subject to the Company's prior written approval and compliance review procedures.

4.1.5 By initiating any funding transaction, the Client represents and warrants that all deposited funds originate from lawful, legitimate, and authorized financial sources owned or controlled by the Client and are not derived from fraud, money laundering, sanctions evasion, terrorist financing, criminal conduct, unauthorized activity, or any unlawful financial arrangement prohibited under applicable law.

4.1.6 The Company reserves the unrestricted right to reject, suspend, freeze, reverse, delay, investigate, or refuse to credit any deposit transaction where the Company reasonably suspects fraud, identity misrepresentation, unauthorized payment activity, sanctions violations, operational irregularities, suspicious transactional behavior, financial crime, or breaches of these Conditions of Use.

4.1.7 The Client shall provide, upon request, any documentation, declarations, certifications, financial records, source-of-funds evidence, banking confirmations, ownership documentation, or verification materials deemed necessary by the Company to establish the origin, legality, authenticity, and beneficial ownership of deposited funds. The Company reserves the unrestricted right to withhold, delay, or reject the crediting of deposits pending satisfactory completion of internal due diligence procedures.

4.1.8 The Client acknowledges that payment limitations, transactional thresholds, geographic restrictions, daily limits, cumulative limits, or operational controls imposed by financial



institutions, PSPs, banking providers, card issuers, or payment gateways shall apply independently of the Company's operational systems. The Company bears no responsibility or liability for the enforcement, modification, interruption, or rejection of such externally imposed restrictions.

4.1.9 Any currency conversion associated with deposit activity shall be processed according to prevailing exchange rates, conversion methodologies, spreads, liquidity conditions, or settlement rates determined by the relevant financial institution, PSP, banking provider, or operational intermediary involved in the transaction. The Client acknowledges and accepts all risks associated with exchange rate fluctuations, conversion discrepancies, banking spreads, or third-party processing calculations.

4.1.10 Deposit balances reflected within the Client's trading account or operational dashboard shall remain subject to final settlement confirmation, banking clearance, operational verification, and reconciliation procedures. The Company reserves the unrestricted right to correct, amend, reverse, adjust, or remove any balance, credit, or transaction entry resulting from clerical errors, operational discrepancies, delayed settlements, duplicate credits, unauthorized transfers, or system malfunctions.

4.1.11 The Company shall not be obligated to furnish transactional records, confirmations, financial statements, operational reports, funding documentation, or account-related records except where expressly required under applicable law, regulatory obligation, internal Company policy, or formal written request approved by the Company.

4.1.12 All financial records, funding history, transactional data, account statements, payment activity logs, operational records, and deposit-related information maintained within the Company's systems shall remain the proprietary and confidential property of the Company and may only be disclosed where authorized by the Company, required by law, or necessary for regulatory, compliance, fraud-prevention, cybersecurity, or dispute-resolution purposes.

4.1.13 Any charges, commissions, intermediary fees, banking costs, transfer expenses, remittance deductions, card processing charges, blockchain transaction costs, or operational



fees imposed by third-party institutions in connection with deposit activity shall be borne exclusively by the Client.

4.1.14 Where deposits are submitted in currencies differing from the designated base currency of the Client's account, the Company or applicable PSP may automatically convert such funds at prevailing operational exchange rates. The Client shall remain solely responsible for all conversion-related expenses, spreads, fluctuations, intermediary charges, or settlement discrepancies associated with such conversion.

4.1.15 The Company reserves the unrestricted right to require evidence relating to the Client's financial profile, including but not limited to bank statements, proof of income, tax records, ownership declarations, employment confirmations, wealth documentation, or source-of-funds verification materials in order to satisfy internal AML/KYC obligations, risk management procedures, sanctions compliance requirements, and regulatory expectations.

4.1.16 The Company may engage regulated financial institutions, PSPs, correspondent banks, settlement providers, payment processors, blockchain service providers, custodial entities, or affiliated operational partners in connection with the processing of deposits and financial transactions. The Client expressly consents to the transfer, processing, review, storage, and operational use of relevant personal, financial, and transactional data by such parties in accordance with applicable data protection laws and Company policies.

4.1.17 The Client shall not attempt to fund any account through barter arrangements, negotiable instruments, promissory notes, physical assets, commodities, non-monetary substitutes, unverified digital assets, or any funding mechanism not expressly authorized by the Company.

4.1.18 Where any third party seeks to initiate, facilitate, manage, or authorize deposit activity on behalf of a Client, the Company may require a legally valid Power of Attorney ("POA"), identity verification documentation, beneficial ownership declarations, compliance certifications, and any additional due diligence materials deemed necessary by the Company. Approval of such arrangements shall remain entirely at the Company's sole discretion.

4.1.19 In the event that a Client, banking institution, PSP, card issuer, or financial intermediary initiates a chargeback, payment dispute, reversal request, unauthorized transaction claim, or payment cancellation relating to any deposit, the Company reserves the unrestricted right to suspend trading privileges, freeze account activity, restrict withdrawals, recover losses, reverse credits, terminate the account relationship, initiate legal proceedings, or pursue debt recovery measures where appropriate.

4.1.20 Confirmation of successful funding transactions, including transaction references, timestamps, settlement confirmations, operational notices, and credited amounts, may be issued through the Client's account dashboard, email notifications, or other communication channels designated by the Company. The Client remains solely responsible for promptly reviewing all confirmations and reporting any discrepancy, irregularity, or unauthorized transaction without undue delay.

4.1.21 All deposits submitted to the Company shall be utilized strictly for lawful trading purposes and not for speculative payment transfers, unauthorized financial services, custodial arrangements, unlawful investment solicitation, money laundering, sanctions circumvention, or any activity prohibited under applicable law or Company policy.

4.1.22 Deposits are ordinarily processed within one (1) to five (5) business days depending upon settlement conditions, banking procedures, PSP operations, compliance reviews, jurisdictional restrictions, technical factors, and external operational circumstances. The Company shall not bear liability for delays, interruptions, or failures caused by third-party institutions, financial intermediaries, cybersecurity incidents, force majeure events, or regulatory review procedures.

## **4.2 Withdrawal Eligibility, Processing, and Compliance Safeguards**

4.2.1 Subject to compliance verification, operational eligibility, account sufficiency requirements, and the provisions contained within these Conditions of Use, the Client may submit requests to withdraw available funds, realized trading profits, or eligible account balances through withdrawal methods designated and approved by the Company.

4.2.2 The Company reserves the unrestricted right to postpone, suspend, reject, reverse, restrict, or cancel any withdrawal request where fraud, suspicious activity, insufficient margin, compliance deficiencies, operational irregularities, sanctions concerns, legal disputes, or incomplete verification procedures are identified or reasonably suspected.

4.2.3 Withdrawal requests shall not exceed the Client's available cleared balance after deduction of applicable fees, open position requirements, operational liabilities, maintenance obligations, bonus adjustments, or margin requirements. The Client shall remain solely responsible for ensuring that withdrawal requests do not adversely affect open trading activity or account stability.

4.2.4 Prior to authorizing any withdrawal transaction, the Company may require additional documentation including identity verification materials, banking confirmations, source-of-funds declarations, ownership evidence, financial records, proof of payment method ownership, or enhanced due diligence documentation.

4.2.5 All withdrawal activity shall remain subject to AML/KYC verification procedures, sanctions screening protocols, operational review, fraud-prevention measures, cybersecurity analysis, and internal compliance controls. Refusal or failure to provide requested information may result in delayed processing, account restriction, suspension of withdrawal privileges, or permanent rejection of the request.

4.2.6 Unless otherwise approved by the Company in writing, withdrawals shall ordinarily be remitted through the same payment source, banking channel, PSP, wallet address, or financial method originally utilized for deposits in order to satisfy anti-money laundering and operational compliance requirements.

4.2.7 The Company reserves the unrestricted right to reject or delay withdrawal requests submitted while substantial trading exposure, unresolved disputes, open positions, insufficient margin conditions, ongoing investigations, or operational risks remain active within the Client's account.

4.2.8 The Client may only withdraw funds where the account satisfies minimum balance requirements, verification obligations, compliance standards, withdrawal thresholds, and all operational conditions imposed by the Company.

4.2.9 Any promotional credit, trading bonus, operational incentive, rebate, or non-withdrawable benefit associated with the Client's account may be proportionally adjusted, revoked, cancelled, restricted, or forfeited upon withdrawal activity in accordance with applicable promotional policies.

4.2.10 The Company may establish minimum withdrawal thresholds applicable to specific withdrawal channels, currencies, payment methods, or banking arrangements, including operational restrictions relating to international wire transfers or high-risk jurisdictions.

4.2.11 Withdrawal requests falling below the Company's operational thresholds may be declined, aggregated, delayed, or subjected to additional administrative charges, banking costs, processing fees, or operational limitations determined by the Company.

4.2.12 Withdrawal transactions are ordinarily processed within two (2) to seven (7) business days following completion of verification procedures and approval by the Company. Processing times may vary according to banking conditions, PSP operations, jurisdictional restrictions, compliance reviews, liquidity conditions, technical interruptions, or external operational circumstances.

4.2.13 The Company shall not be liable for delays, interruptions, failed settlements, technical malfunctions, banking holidays, payment gateway disruptions, intermediary failures, blockchain congestion, cybersecurity incidents, or operational deficiencies arising outside the Company's direct control.

4.2.14 In the event that the Client receives funds exceeding the amount properly owed due to clerical errors, operational discrepancies, system malfunctions, banking errors, pricing



inaccuracies, or third-party processing failures, the Client shall immediately notify the Company and cooperate fully in the return or correction of such amounts.

4.2.15 The Company shall not bear responsibility or liability for insolvency, operational failure, technical disruption, misconduct, or deficiencies affecting external banks, PSPs, blockchain networks, custodial institutions, payment gateways, settlement providers, or financial intermediaries involved in withdrawal processing.

### **4.3 Refund Eligibility and Transaction Reversal Policy**

4.3.1 Subject to operational review, compliance verification, and internal Company procedures, the Company may, at its sole discretion, approve, deny, restrict, or process refund requests relating to duplicate payments, erroneous transactions, unauthorized operational errors, or qualifying cancellation requests submitted in accordance with Company policy.

4.3.2 Clients seeking a refund must submit a formal request within fourteen (14) calendar days from the date of account registration or the applicable funding transaction unless otherwise required under mandatory law or regulatory obligation.

4.3.3 Refund requests submitted after expiration of the designated refund period may be rejected without further obligation on the part of the Company. Following expiration of the refund eligibility period, retrieval of available funds may only occur through the Company's standard withdrawal procedures subject to operational eligibility and compliance review.

4.3.4 Once withdrawal transactions have been fully processed, settled, transmitted, or remitted to the Client's designated payment method or financial institution, such transactions shall ordinarily be considered final, irreversible, and non-refundable except where reversal is required under applicable law or approved by the Company under exceptional circumstances.

4.3.5 Refund requests relating to trading losses, market volatility, unsuccessful trading strategies, execution outcomes, unrealized profits, investment performance, or discretionary trading decisions made by the Client shall not be accepted under any circumstances.

4.3.6 The Company reserves the unrestricted right to request supporting documentation, transactional evidence, identity verification materials, operational explanations, payment confirmations, banking records, or additional information prior to considering any refund request.

#### **4.4 Service Charges, Commission Structures, and Fee Liabilities**

4.4.1 By accessing or utilizing the Company's Services, the Client acknowledges and agrees that various charges, spreads, commissions, operational costs, administrative fees, overnight financing adjustments, transaction charges, currency conversion expenses, liquidity costs, or other financial obligations may apply in connection with account activity, trading operations, funding transactions, withdrawals, or use of the Services.

4.4.2 Applicable fee structures, commission schedules, spreads, operational charges, service costs, and transactional deductions may vary according to account classification, trading volume, market conditions, payment method, jurisdiction, promotional arrangements, operational risk profile, or other criteria determined by the Company.

4.4.3 The Company reserves the unrestricted right to amend, revise, modify, introduce, suspend, replace, or remove any fee, commission structure, spread arrangement, operational cost, or service charge at any time without prior notice where deemed necessary for legal, commercial, operational, liquidity, technical, regulatory, or market-related reasons.

4.4.4 All banking fees, intermediary charges, taxation obligations, remittance costs, blockchain transaction expenses, PSP charges, correspondent banking deductions, currency conversion costs, or administrative expenses imposed by third-party institutions shall remain the sole responsibility of the Client.

4.4.5 The Company may impose inactivity fees, maintenance charges, administrative costs, account review fees, dormancy fees, or operational penalties on accounts failing to satisfy minimum activity thresholds, compliance obligations, trading volume requirements, or operational engagement criteria established by the Company.

4.4.6 Interest, penalties, administrative recovery costs, collection expenses, or operational surcharges may be imposed on overdue balances, unpaid obligations, negative account balances, unpaid commissions, or outstanding liabilities owed by the Client to the Company in accordance with applicable law and Company policy.

4.4.7 The Client shall remain fully responsible for timely settlement of all applicable charges, fees, operational liabilities, transactional costs, and financial obligations arising in connection with use of the Services. Failure to satisfy outstanding obligations may result in account suspension, operational restrictions, debt recovery procedures, legal enforcement measures, or termination of Services.

4.4.8 Where the Client elects to terminate the account relationship or discontinue use of the Services, the Client must submit formal notification through the communication channels designated by the Company and ensure that all outstanding obligations, liabilities, fees, and operational requirements have been fully satisfied prior to account closure.

## **5. PLATFORM ACCESS, MARKET INFORMATION, AND TRADE EXECUTION TERMS**

### **5.1 Client Access, Usage Conditions, and Platform Security**

5.1.1 Subject to successful registration, verification, onboarding approval, and continued compliance with these Conditions of Use, the Company may provide the Client with access credentials, authentication mechanisms, security identifiers, account verification tools, and operational permissions required to access the Company's Trading Platform, software infrastructure, digital systems, applications, and associated operational environments. All

access credentials issued to the Client shall remain strictly confidential, personal, non-transferable, and exclusively designated for the authorized use of the registered Client.

5.1.2 The Company grants the Client a limited, revocable, non-exclusive, non-transferable, and conditional authorization to access and utilize the Trading Platform solely for lawful trading activities permitted under these Conditions of Use. Such authorization shall remain continuously subject to the Client's ongoing compliance with all legal, operational, technical, regulatory, cybersecurity, and compliance obligations established by the Company.

5.1.3 The Client shall remain solely responsible for maintaining adequate technological infrastructure necessary to access and utilize the Trading Platform, including but not limited to compatible hardware, secure internet connectivity, updated operating systems, cybersecurity protections, anti-malware systems, software compatibility, data protection measures, and operational network stability. The Company shall not bear liability for interruptions, failed executions, delayed communications, connectivity deficiencies, or operational failures arising from the Client's technological environment or external telecommunications infrastructure.

5.1.4 The Client expressly acknowledges that the Trading Platform, software systems, APIs, operational infrastructure, and digital services may periodically experience interruptions, latency, outages, maintenance procedures, software defects, pricing interruptions, execution delays, cybersecurity incidents, force majeure events, server overload, telecommunications failure, denial-of-service attacks, third-party disruptions, or other operational irregularities beyond the Company's reasonable control. The Company shall not be liable for losses, damages, missed opportunities, execution inconsistencies, delayed transactions, pricing discrepancies, or financial consequences arising from such circumstances.

5.1.5 The Company reserves the unrestricted right to impose, modify, implement, suspend, or remove operational restrictions, trading limitations, leverage controls, spread configurations, margin requirements, execution conditions, position limits, trading schedules, account permissions, or security measures at any time without prior notice where deemed necessary for operational stability, compliance management, market integrity, risk mitigation, cybersecurity protection, or regulatory obligations.

5.1.6 The Client shall not engage in unauthorized access attempts, security circumvention, penetration testing, service disruption, malicious interference, data extraction, code injection, reverse engineering, denial-of-service activity, credential manipulation, or any conduct intended to compromise the integrity, stability, confidentiality, security, or operational continuity of the Trading Platform or associated systems.

5.1.7 The use of automated systems, trading bots, artificial intelligence execution systems, latency exploitation mechanisms, arbitrage tools, quote manipulation strategies, unauthorized scalping techniques, exploitative execution software, high-frequency manipulation systems, or any operational method deemed abusive, manipulative, disruptive, or inconsistent with fair market conduct may result in immediate suspension of trading privileges, cancellation of affected trades, reversal of profits, account restriction, permanent account termination, or legal enforcement action at the sole discretion of the Company.

5.1.8 All intellectual property rights associated with the Trading Platform, including but not limited to software architecture, proprietary algorithms, pricing engines, databases, trading interfaces, APIs, operational methodologies, designs, visual layouts, analytical systems, source code, trademarks, logos, documentation, and technological infrastructure shall remain the exclusive property of the Company or its licensors. The Client shall not reproduce, distribute, copy, modify, license, commercially exploit, publish, reverse engineer, decompile, or otherwise misuse such intellectual property without prior written authorization from the Company.

5.1.9 The Company reserves the unrestricted right to revise, amend, replace, update, supplement, suspend, or discontinue any operational condition, platform functionality, technical feature, access protocol, software component, execution environment, or usage requirement associated with the Trading Platform at any time without obtaining prior consent from the Client.

5.1.10 Continued access to or use of the Trading Platform following implementation of revised operational conditions, technical changes, platform modifications, or updated requirements shall constitute the Client's binding acceptance of such revisions.

5.1.11 The Client acknowledges that temporary system instability, reduced platform responsiveness, execution interruptions, server overload, external infrastructure failure, cybersecurity events, software incompatibility, telecommunications disruption, or third-party operational deficiencies may materially affect trading activity or account functionality. The Company shall not bear liability for any direct, indirect, incidental, consequential, or economic losses resulting from such operational circumstances.

5.1.12 The Company may implement additional cybersecurity procedures, authentication requirements, geolocation restrictions, transaction confirmations, device verification protocols, or operational safeguards where necessary to preserve platform security, operational continuity, regulatory compliance, or account integrity.

## **5.2 Market Information Disclaimers and Non-Advisory Use Policy**

5.2.1 The Company may, from time to time, provide or make available market commentary, technical indicators, analytical materials, economic data, financial news, trading signals, educational resources, research publications, webinars, tutorials, strategic observations, or other informational content (*collectively referred to as “Market Information”*) through its Website, Trading Platform, communication channels, or affiliated systems.

5.2.2 All Market Information provided by the Company shall be supplied strictly for general informational, educational, operational, or illustrative purposes only and shall not constitute investment advice, portfolio management services, fiduciary guidance, legal advice, accounting advice, tax advice, financial recommendations, solicitation activity, or personalized investment consultation.

5.2.3 The Client acknowledges and agrees that all decisions relating to trading activity, investment strategy, account management, financial exposure, market participation, risk tolerance, or transactional conduct shall remain solely the responsibility of the Client and



shall not rely upon the Company's Market Information as a substitute for independent professional advice.

5.2.4 The Company does not guarantee the accuracy, completeness, reliability, timeliness, availability, uninterrupted delivery, suitability, or future validity of any Market Information and expressly disclaims all warranties relating thereto.

5.2.5 Any forecasts, opinions, projections, technical observations, strategic discussions, hypothetical examples, or market commentary made available by the Company shall not constitute guarantees of future performance, profitability, execution outcome, or market direction. Financial markets remain inherently volatile and subject to factors beyond prediction or control.

5.2.6 The Client acknowledges that reliance upon Market Information occurs entirely at the Client's own discretion and risk. The Company shall not bear responsibility or liability for losses, missed opportunities, execution outcomes, financial damages, trading decisions, or adverse consequences arising from reliance upon or interpretation of Market Information.

5.2.7 The Company shall remain under no obligation to provide investment analysis, suitability assessments, financial recommendations, portfolio monitoring, strategic guidance, or advisory services tailored to the Client's individual objectives, financial circumstances, risk profile, or trading experience.

5.2.8 Any educational or informational material provided by the Company shall not be interpreted as an invitation, recommendation, endorsement, solicitation, or inducement to purchase, sell, hold, or engage in any financial instrument, investment strategy, derivative product, or market transaction.

5.2.9 Market Information may become outdated, inaccurate, superseded, incomplete, interrupted, unavailable, or operationally delayed due to market developments, technical disruptions, regulatory changes, external data provider failures, geopolitical events, or

evolving financial conditions. The Company assumes no obligation to revise, update, correct, retract, or clarify previously published information.

5.2.10 The Client shall not reproduce, redistribute, republish, disclose, transmit, commercially exploit, or publicly disseminate proprietary Market Information, research materials, analytical content, trading strategies, or operational resources supplied by the Company without prior written authorization.

5.2.11 The Client acknowledges that certain Market Information may originate from third-party providers, liquidity partners, exchanges, financial institutions, data aggregators, or external analytical services. The Company shall not be liable for inaccuracies, omissions, interruptions, or deficiencies associated with third-party information sources.

5.2.12 The Company reserves the unrestricted right to modify, suspend, limit, discontinue, or remove Market Information services, analytical tools, educational resources, data feeds, or informational features at any time without prior notice.

### **5.3 Execution of Market Orders, Trading Conduct, and Transaction Risk Management**

5.3.1 All Market Orders, trading instructions, transactional requests, account operations, and execution activities initiated by the Client through the Trading Platform shall remain subject to prevailing market conditions, liquidity availability, pricing fluctuations, execution latency, operational constraints, technological limitations, and the Company's internal execution procedures.

5.3.2 The Client acknowledges that execution prices may differ from displayed quotations due to slippage, volatility, delayed execution, price gaps, liquidity shortages, market closures, telecommunications interruptions, or rapid market movement. The Company does not guarantee execution at a specific quoted price unless expressly agreed otherwise.



5.3.3 The Company facilitates execution through proprietary systems, integrated technologies, liquidity arrangements, market counterparties, or authorized third-party execution environments but does not guarantee uninterrupted execution quality, price continuity, execution timing, or market availability.

5.3.4 The Client accepts all risks associated with slippage, execution delays, pricing discrepancies, rejected orders, partial execution, widened spreads, liquidity shortages, rollover costs, overnight exposure, and adverse market fluctuations arising during trading activity.

5.3.5 All trading decisions, strategic actions, market entries, account exposure levels, risk management decisions, transactional conduct, and order instructions shall remain exclusively the responsibility of the Client.

5.3.6 Financial instruments made available through the Trading Platform may include currencies, commodities, equities, indices, cryptocurrencies, derivatives, contracts for difference, leveraged products, digital assets, or other instruments selected by the Company. The Company reserves the unrestricted right to modify, suspend, restrict, remove, or discontinue access to any financial instrument or market category at any time.

5.3.7 Executed Market Orders shall ordinarily be considered final, binding, irrevocable, and non-cancellable except where reversal, correction, or cancellation is deemed necessary by the Company due to technical malfunction, operational error, suspicious activity, pricing irregularity, compliance concerns, manifest error, or regulatory obligation.

5.3.8 The Client acknowledges and accepts that the Company may act as principal, counterparty, liquidity provider, execution venue, or market maker in relation to certain transactions executed through the Trading Platform.

5.3.9 Technical interruptions, system outages, connectivity failures, external infrastructure disruptions, pricing feed interruptions, liquidity shortages, telecommunications failures,

software malfunctions, or cybersecurity incidents may affect trade execution, pricing continuity, or operational functionality. The Company disclaims liability for losses arising from such operational circumstances.

5.3.10 The Company reserves the unrestricted right to impose limitations relating to trading frequency, transaction volume, position size, leverage exposure, margin utilization, instrument availability, order types, execution methodology, or operational risk parameters where deemed necessary for risk management, liquidity protection, compliance obligations, cybersecurity stability, or market integrity.

5.3.11 Trading instructions submitted outside the Trading Platform, including through electronic communication channels, email correspondence, emergency procedures, or alternative operational methods, may be accepted, delayed, rejected, or processed at the Company's sole discretion.

5.3.12 The Client remains solely responsible for monitoring trading positions, rollover schedules, contract expiry dates, overnight financing exposure, settlement deadlines, account margin levels, liquidation thresholds, and all operational conditions associated with open positions.

5.3.13 The Company may automatically close, liquidate, offset, suspend, or restrict positions where account equity becomes insufficient, margin requirements are breached, asset expiry occurs, operational risk thresholds are exceeded, liquidity conditions deteriorate, or regulatory or compliance intervention becomes necessary.

5.3.14 The Client acknowledges that rapid price fluctuations, extreme volatility, geopolitical instability, market dislocation, economic events, force majeure incidents, liquidity crises, cyber-attacks, exchange interruptions, or extraordinary market conditions may materially affect execution quality, pricing continuity, or market accessibility.

5.3.15 Scalping strategies, latency exploitation, quote arbitrage, abusive trading practices, high-frequency manipulation, market abuse, system exploitation, coordinated trading activity, or unfair market conduct may be prohibited, restricted, investigated, or reversed by the Company at its sole discretion.

5.3.16 The Company reserves the unrestricted right to cancel trades, reverse profits, amend transaction records, adjust account balances, close positions, restrict access, suspend accounts, or initiate legal enforcement measures where fraudulent conduct, abusive trading behavior, system exploitation, pricing manipulation, unauthorized automation, or breaches of these Conditions of Use are identified or reasonably suspected.

5.3.17 The Company may partially close trades, adjust margin calculations, modify leverage conditions, alter exposure limits, or intervene operationally in open positions where necessary to preserve financial stability, risk management integrity, liquidity protection, operational continuity, or compliance obligations.

5.3.18 Client funds associated with open positions, reserved margin requirements, leverage exposure, or pending transactions may be blocked, reserved, restricted, or operationally allocated in accordance with margin policies and internal risk management procedures implemented by the Company.

5.3.19 The Client remains fully responsible for verifying the accuracy of all order parameters, transactional details, pricing information, execution instructions, trade size calculations, stop-loss settings, and account inputs prior to submission. Errors resulting from incorrect Client instructions shall not be attributable to the Company.

5.3.20 The Company shall not bear liability for losses arising from delayed execution, rejected orders, pricing interruptions, technological malfunctions, execution inconsistencies, external infrastructure failure, liquidity shortages, third-party disruptions, or operational circumstances reasonably beyond the Company's control.

5.3.21 The Company reserves the unrestricted right to suspend, restrict, terminate, delay, reject, or otherwise intervene in trading activity, execution services, or operational functionality during periods of systemic risk, extraordinary volatility, market disruption, regulatory intervention, cybersecurity threat, or operational instability.

5.3.22 Any Market Order submitted through the Client's authenticated account credentials shall be presumed authorized, valid, and binding upon the Client unless the Company determines otherwise following investigation.

5.3.23 Contract expiry, asset maturity, rollover procedures, migration between liquidity providers, market closure, operational restructuring, or changes in execution arrangements may result in automatic closure, rollover, or adjustment of open positions without additional authorization from the Client.

## **6. CLIENT DATA HANDLING, VERIFICATION, AND ELECTRONIC COMMUNICATION FRAMEWORK**

### **6.1 User Identification, Documentation Compliance, and Data Governance Obligations**

6.1.1 As a condition for accessing the Company's Services, Trading Platform, operational systems, and account-related functionalities, the Client shall provide complete, accurate, current, authentic, and verifiable information during the registration, onboarding, and ongoing account maintenance process. Such information may include, without limitation, personal identification details, residential information, contact credentials, financial disclosures, employment information, source-of-funds declarations, transactional history, and supporting documentation necessary to satisfy the Company's legal, regulatory, operational, and compliance obligations.

6.1.2 The Client represents and warrants that all information, records, declarations, forms, certifications, and documentation submitted to the Company are truthful, accurate, lawful, valid, and not misleading in any respect. The Client further undertakes to immediately notify



the Company of any modification, inaccuracy, expiration, or material change affecting previously submitted information.

6.1.3 The Client shall comply fully with all Know Your Customer (“KYC”), Anti-Money Laundering (“AML”), Counter-Terrorist Financing (“CTF”), sanctions compliance, fraud-prevention, and enhanced due diligence procedures implemented by the Company from time to time in accordance with applicable laws, regulatory standards, operational requirements, and internal compliance policies.

6.1.4 The Company may require the Client to submit documentation including, but not limited to:

- (a) Government-issued identification documents;
- (b) Proof of residential address;
- (c) Source-of-funds or source-of-wealth documentation;
- (d) Banking confirmations and payment method ownership evidence;
- (e) Tax identification documentation;
- (f) Corporate formation records or beneficial ownership declarations;
- (g) Employment or income verification records; and
- (h) Any additional documentation deemed necessary by the Company for compliance or operational purposes.

6.1.5 The Company reserves the unrestricted right to conduct verification procedures, identity authentication reviews, compliance assessments, background screening, sanctions checks, financial due diligence reviews, cybersecurity validation, fraud-prevention analysis, and operational investigations either directly or through authorized third-party providers, financial institutions, compliance vendors, or affiliated operational partners.

6.1.6 The Client expressly authorizes the Company to conduct such verification procedures and agrees to cooperate fully by providing additional information, documentation, confirmations, declarations, biometric verification, video verification, or supplementary compliance materials upon request.

6.1.7 Failure to provide requested documentation, refusal to cooperate with compliance procedures, submission of inaccurate information, provision of misleading records, use of falsified documentation, or failure to satisfy verification requirements may result in suspension, restriction, freezing, rejection, closure, or permanent termination of the Client's account and access to the Services without liability on the part of the Company.

6.1.8 The Company reserves the unrestricted right to request supplemental documentation or enhanced due diligence materials based upon factors including but not limited to jurisdictional exposure, account activity, transactional behavior, payment method usage, sanctions risk, regulatory obligations, operational concerns, source-of-funds review, or internal compliance assessment.

6.1.9 During the onboarding and registration process, the Company may collect personal information including the Client's full legal name, date of birth, nationality, occupation, residential address, financial profile, tax information, banking details, contact credentials, and other operational or compliance-related data required for account establishment, risk assessment, compliance monitoring, or regulatory reporting.

6.1.10 The Client expressly consents to the Company collecting, storing, processing, reviewing, analyzing, retaining, transferring, sharing, and utilizing personal data, financial information, operational records, transactional history, and compliance documentation for purposes including account administration, operational management, fraud prevention, cybersecurity protection, regulatory compliance, dispute resolution, transaction processing, customer support, and legal enforcement.

6.1.11 The Company may disclose or transfer Client information to affiliated entities, banking institutions, liquidity providers, regulators, legal authorities, compliance vendors,

payment processors, cybersecurity providers, cloud infrastructure providers, operational partners, auditors, or legally authorized third parties where such disclosure is necessary for operational, compliance, legal, regulatory, contractual, or security-related purposes.

6.1.12 Although the Company implements commercially reasonable cybersecurity protections, data security measures, encryption standards, access controls, monitoring systems, and operational safeguards, the Client acknowledges that no electronic system, data network, cloud environment, or digital infrastructure can guarantee absolute security or uninterrupted protection against cyber threats, unauthorized access, technological vulnerabilities, or operational breaches.

6.1.13 The Client shall remain solely responsible for safeguarding all login credentials, passwords, authentication methods, account access tools, verification codes, and security devices associated with their account and shall immediately notify the Company upon becoming aware of unauthorized access, cybersecurity incidents, account compromise, suspicious activity, or security breaches.

6.1.14 Where the Client conducts financial transactions, account funding operations, withdrawal requests, or payment-related activities through the Company's systems, the Company may share relevant personal, financial, transactional, and operational information with banking institutions, PSPs, settlement providers, or affiliated financial intermediaries for purposes including transaction processing, fraud prevention, sanctions screening, and regulatory compliance.

6.1.15 The Company reserves the unrestricted right to reject, invalidate, suspend, freeze, restrict, or terminate any account registration, onboarding request, or operational activity where submitted information is inaccurate, incomplete, inconsistent, unverifiable, expired, suspicious, misleading, or non-compliant with AML/KYC standards or internal Company policies.

6.1.16 Any document, declaration, certification, verification material, or operational record failing to satisfy the Company's compliance standards due to incompleteness, expiration,

illegibility, inconsistency, or suspected falsification may be rejected at the Company's sole discretion. The Client shall remain responsible for promptly remedying any such deficiency.

6.1.17 Where the Client loses access to their registered email address, telephone number, authentication device, or designated communication method, the Client must immediately notify the Company in writing before initiating account-related instructions, complaints, disputes, operational requests, or security-related communications.

6.1.18 The Client expressly consents to the Company retaining, archiving, recording, monitoring, storing, reviewing, analyzing, and reproducing all documents, correspondence, communications, transactional records, operational logs, telephone recordings, live chat transcripts, emails, platform activity records, and electronic interactions for purposes including compliance, operational administration, cybersecurity, fraud prevention, dispute resolution, legal proceedings, quality assurance, and regulatory reporting.

6.1.19 All communications, records, transactional data, operational information, account history, and electronic interactions involving the Client and the Company shall remain the confidential and proprietary property of the Company and may be retained indefinitely where permitted under applicable law or required for operational, regulatory, evidentiary, or legal purposes.

6.1.20 The Company reserves the unrestricted right to utilize records, communications, recordings, operational logs, account history, or transactional information as evidence in legal proceedings, regulatory investigations, compliance reviews, arbitration proceedings, cybersecurity investigations, debt recovery procedures, or dispute resolution processes.

6.1.21 Except where required by applicable law, the Company shall remain under no obligation to disclose internal operational records, monitoring logs, compliance reviews, investigative materials, security reports, internal communications, or recorded interactions to the Client.

6.1.22 The Client shall not record, reproduce, publish, distribute, disclose, livestream, transmit, or publicly disseminate telephone conversations, internal communications, operational discussions, confidential correspondence, or interactions involving the Company, its personnel, representatives, affiliates, or operational systems without prior written authorization from the Company.

6.1.23 Unauthorized publication, dissemination, manipulation, editing, or disclosure of confidential Company communications, recordings, operational procedures, or internal information may result in legal enforcement action, account suspension, financial liability, injunctive relief, or termination of Services.

## **6.2 Digital Execution Standards and Electronic Communication Validity**

6.2.1 By accessing, registering with, interacting through, or utilizing the Company's Website, Trading Platform, applications, operational systems, communication channels, or affiliated digital environments, the Client acknowledges and agrees that any electronic action indicating consent, approval, authorization, confirmation, acceptance, or instruction—including clicking "I Agree," selecting consent checkboxes, electronic authentication, digital acknowledgment, or submission of electronic forms—shall constitute a valid and legally binding electronic signature.

6.2.2 Electronic signatures, digital acknowledgments, online acceptances, electronic records, digitally authenticated instructions, and electronically transmitted communications shall possess the same legal validity, enforceability, evidentiary effect, and contractual force as handwritten signatures and physically executed documents under applicable electronic transaction laws and regulatory frameworks.

6.2.3 The Company may deliver all notices, confirmations, disclosures, operational communications, account notifications, legal documents, transactional records, security alerts, compliance requests, statements, reports, amendments, or contractual updates electronically through email, platform notifications, account dashboards, SMS messages, mobile applications, or other designated electronic communication channels.

6.2.4 Electronic communications transmitted by the Company shall be deemed validly delivered, legally effective, and binding upon transmission regardless of whether the Client accesses, reviews, downloads, acknowledges, or confirms receipt of such communication.

6.2.5 The Client shall remain solely responsible for maintaining continuous access to registered electronic communication channels, monitoring incoming correspondence, ensuring accurate contact information, maintaining operational internet connectivity, and protecting the security and accessibility of their designated communication methods.

6.2.6 The Client must promptly notify the Company of any modification, interruption, inaccessibility, compromise, or change affecting registered email addresses, telephone numbers, authentication devices, or designated electronic communication channels.

6.2.7 The Company reserves the unrestricted right to request renewed consent, reconfirmation, updated acknowledgments, additional authentication, or re-verification of the Client's acceptance of electronic communications, digital execution procedures, or operational communication methods.

6.2.8 Withdrawal of consent relating to electronic communications must be submitted formally in writing and shall not affect the enforceability, validity, legality, or evidentiary status of communications, agreements, instructions, transactions, or records issued or executed prior to such withdrawal.

6.2.9 Any instruction, authorization, transaction request, account modification, operational directive, trading instruction, withdrawal request, or communication submitted electronically through the Client's registered credentials, devices, authentication methods, or communication channels shall be presumed authentic, authorized, valid, and binding upon the Client unless the Company determines otherwise following investigation.

6.2.10 The Client acknowledges and accepts full responsibility and liability for unauthorized instructions, operational misuse, cybersecurity incidents, fraudulent communications, credential compromise, phishing attacks, unauthorized electronic access, or erroneous submissions occurring through their designated electronic communication channels or account credentials unless directly caused by the Company's proven willful misconduct or gross negligence.

6.2.11 The Company reserves the unrestricted right to record, archive, preserve, reproduce, monitor, analyze, and retain all electronic communications, operational interactions, platform activities, digital records, transactional instructions, and account-related communications for operational, legal, regulatory, evidentiary, cybersecurity, fraud-prevention, dispute-resolution, and compliance purposes.

6.2.12 The Client acknowledges that electronic communication systems, internet infrastructure, cloud-based networks, software environments, mobile applications, telecommunications systems, or third-party operational channels may experience delays, outages, interruptions, cybersecurity incidents, unauthorized access attempts, transmission failures, or technical malfunctions beyond the Company's reasonable control.

6.2.13 The Company shall not bear liability for losses, damages, delays, operational disruptions, failed communications, missed notifications, unauthorized access incidents, or transactional consequences arising from technical failures, internet interruptions, telecommunication disruptions, cybersecurity threats, software defects, or third-party communication infrastructure failures.

## **7. ACCOUNT ACCESS CONTROL, THIRD-PARTY AUTHORIZATION, AND DORMANT ACCOUNT MANAGEMENT**

### **7.1 Account Credentials, Platform Use, and Security Obligations**

7.1.1 Subject to the Client's continued compliance with these Conditions of Use, the Company may grant the Client limited, conditional, revocable, non-transferable, and non-exclusive access to the Company's Trading Platform, digital infrastructure, software



systems, operational tools, applications, and affiliated technological environments solely for lawful and authorized use in connection with the Services provided by the Company.

7.1.2 Following successful account activation, onboarding approval, and verification procedures, the Company shall issue account credentials, authentication details, login identifiers, security access mechanisms, and related verification tools necessary for accessing the Trading Platform and associated systems. All such credentials shall remain strictly confidential, personal in nature, and exclusively assigned to the registered Client.

7.1.3 The Client shall remain solely and fully responsible for safeguarding all login credentials, passwords, authentication devices, access codes, security questions, verification methods, recovery credentials, and account access mechanisms associated with the Client's account. The Client acknowledges that any use, activity, transaction, instruction, communication, or operational action occurring through the authenticated account shall be presumed authorized by the Client unless proven otherwise through satisfactory evidence accepted by the Company.

7.1.4 The Client expressly acknowledges and agrees that any unauthorized use resulting from negligence, credential sharing, inadequate cybersecurity measures, improper device security, unsecured communication channels, phishing incidents, malware exposure, or failure to maintain confidentiality obligations shall remain entirely the responsibility of the Client.

7.1.5 In circumstances where the Company detects suspicious login attempts, irregular account activity, unauthorized access indicators, cybersecurity threats, unusual transactional behavior, geographic inconsistencies, suspicious device activity, or potential compromise of account security, the Company reserves the unrestricted right to implement immediate protective measures including temporary suspension, account restriction, forced credential resets, enhanced authentication procedures, transaction delays, or complete account lockdown without prior notice.

7.1.6 Where the Client maintains multiple trading accounts, service accounts, operational accounts, or platform profiles under their identity, each account shall ordinarily operate independently unless otherwise consolidated or linked pursuant to an authorized portfolio structure formally approved by the Company. Activity conducted under one account shall



not automatically affect or determine the operational status, risk profile, or interpretation of activities associated with another account.

7.1.7 The Client shall immediately notify the Company in writing upon losing access to any registered email address, authentication method, mobile device, telephone number, or designated communication channel associated with the account. The Company shall bear no liability for unauthorized activity, delayed response, failed communication, or operational loss occurring prior to receipt and acknowledgment of such notification.

7.1.8 The Client shall continuously ensure that all registration information, contact details, authentication methods, communication channels, and operational data associated with the account remain accurate, complete, current, and functional. Failure to update inaccurate or outdated information may result in interrupted Services, communication failures, withdrawal delays, verification restrictions, or account suspension, for which the Company shall bear no responsibility.

7.1.9 In order to preserve operational integrity, cybersecurity stability, market fairness, and platform security, the Company reserves the unrestricted right to monitor, inspect, review, audit, analyze, record, and investigate account usage patterns, transactional activity, login history, device information, network access behavior, communication logs, and operational conduct associated with the Client's account.

7.1.10 The Company makes no warranty, guarantee, or representation that the Trading Platform, software systems, APIs, communication channels, operational infrastructure, or digital services shall remain uninterrupted, error-free, continuously available, secure, or immune from technical disruption, cyber threats, software malfunction, telecommunications failure, external infrastructure outages, or operational defects.

7.1.11 The Company reserves the unrestricted right to modify, restrict, suspend, update, replace, discontinue, or introduce operational policies, security procedures, trading conditions, usage limitations, technological requirements, access protocols, cybersecurity



measures, or platform functionalities at any time where deemed necessary for operational, technical, legal, cybersecurity, regulatory, or commercial purposes.

7.1.12 Any amendment, modification, update, replacement, or implementation of operational conditions, access procedures, technological frameworks, or security protocols shall become binding upon the Client immediately upon publication, implementation, or notification through the Company's designated communication channels. Continued use of the Services following such implementation shall constitute binding acceptance by the Client.

7.1.13 The Client shall not permit, facilitate, authorize, or knowingly allow access to their account by any unauthorized person, third party, organization, automated system, or external entity. Sharing login credentials, permitting unsupervised access, or utilizing unsecured devices or networks shall constitute a material breach of these Conditions of Use.

7.1.14 The Client shall not engage in conduct involving unauthorized automation, system exploitation, malicious software, scraping tools, unauthorized plugins, bots, artificial intelligence execution systems, manipulation tools, or any technological method intended to interfere with the integrity, stability, operational functionality, or fair usage of the Trading Platform.

7.1.15 The Company reserves the unrestricted right to suspend, terminate, restrict, reverse, investigate, or permanently disable access to the Client's account where misuse of the Trading Platform, cybersecurity violations, operational abuse, suspicious conduct, unauthorized automation, fraudulent activity, or violations of these Conditions of Use are identified or reasonably suspected.

7.1.16 Any notification relating to suspected unauthorized access, cybersecurity incidents, compromised credentials, fraudulent activity, or operational irregularities must be submitted promptly through the Company's designated communication channels together with sufficient information to facilitate investigation, identity verification, and security review procedures.

7.1.17 The Client acknowledges that cybersecurity threats, unauthorized access attempts, phishing attacks, malware incidents, social engineering activity, telecommunications failures, and external technological risks remain inherent to electronic trading environments and that the Company cannot guarantee absolute protection against all forms of cyber intrusion or operational compromise.

7.1.18 The Company shall not be liable for any interruption, unauthorized access, operational delay, cybersecurity breach, data compromise, service disruption, or account impairment arising from force majeure events, cyber-attacks, telecommunications failures, internet disruptions, governmental actions, power failures, third-party infrastructure outages, or circumstances beyond the Company's reasonable control.

## **7.2 Third-Party Access, Delegation of Authority, and Risk Allocation**

7.2.1 The Client acknowledges and accepts that the Company may, in the ordinary course of business operations, engage, interface, cooperate, or transact with independent third-party institutions, financial intermediaries, contractors, service providers, technology vendors, banking institutions, liquidity providers, compliance providers, custodians, consultants, or affiliated operational partners (*collectively referred to as "Third Parties"*) in connection with the provision, administration, support, regulation, security, maintenance, execution, or operation of the Services.

7.2.2 Where the Client elects to authorize, appoint, engage, or permit a Third Party to access, manage, advise upon, operate, transact through, or otherwise interact with the Client's account, the Client shall remain solely and fully responsible for all instructions, transactions, decisions, losses, liabilities, communications, operational consequences, and financial outcomes arising from such Third-Party involvement.

7.2.3 Any authorization permitting a Third Party to access, manage, or act on behalf of the Client must be formally submitted in writing and accompanied by such documentation, declarations, identity verification materials, Powers of Attorney ("*POAs*"), compliance certifications, or operational records as may be required by the Company.



7.2.4 Approval, recognition, acceptance, or continuation of any Third-Party authorization arrangement shall remain entirely subject to the Company's sole discretion and internal compliance, operational, cybersecurity, legal, and risk management procedures.

7.2.5 The Company reserves the unrestricted right to reject, suspend, restrict, revoke, terminate, or invalidate any Third-Party authorization arrangement at any time without prior notice where operational concerns, compliance deficiencies, suspicious activity, legal risks, sanctions exposure, cybersecurity threats, regulatory obligations, or policy inconsistencies are identified or reasonably suspected.

7.2.6 The Client shall ensure that any authorized representative, agent, advisor, consultant, family member, manager, attorney-in-fact, or delegated Third Party fully understands and complies with these Conditions of Use and all operational, compliance, cybersecurity, and legal obligations imposed by the Company.

7.2.7 The Company shall not mediate, arbitrate, supervise, monitor, resolve, or assume responsibility for disputes, disagreements, losses, misconduct, negligence, contractual disputes, financial arrangements, fiduciary obligations, or operational conflicts arising between the Client and any Third Party authorized by the Client.

7.2.8 The Company may require enhanced due diligence procedures, additional verification materials, identity authentication, operational documentation, beneficial ownership records, financial disclosures, source-of-funds information, or compliance certifications relating to any Third Party granted authority over the Client's account.

7.2.9 Authorization granted to family members, spouses, relatives, affiliates, business associates, or related parties shall remain fully subject to the same verification, compliance, approval, and operational review procedures applicable to unrelated Third Parties.

7.2.10 The Client shall immediately notify the Company in writing of any intention to revoke, amend, restrict, replace, suspend, or terminate previously granted Third-Party authority. Until such written notice is received, verified, and operationally implemented by the Company, all Third-Party actions shall remain binding upon the Client.

7.2.11 The Client assumes all risks associated with errors, omissions, negligence, fraud, misconduct, unauthorized activity, cybersecurity incidents, operational failures, financial losses, or legal liabilities arising from Third-Party involvement with the Client's account.

7.2.12 The Company makes no representation, warranty, endorsement, certification, recommendation, or guarantee regarding the competence, legality, integrity, reliability, financial standing, regulatory status, or operational suitability of any Third Party engaged by the Client.

7.2.13 The Company reserves the unrestricted right to monitor, audit, investigate, restrict, suspend, review, or terminate Third-Party activity conducted through the Client's account where suspicious conduct, operational irregularities, cybersecurity threats, fraudulent behavior, compliance deficiencies, or violations of these Conditions of Use are identified or reasonably suspected.

7.2.14 The Company shall not bear liability for damages, losses, liabilities, disputes, operational consequences, or financial harm arising directly or indirectly from any transaction, communication, representation, omission, instruction, or activity involving a Third Party unless the Company has expressly accepted such liability in writing.

7.2.15 The Client agrees to indemnify, defend, and hold harmless the Company, its affiliates, officers, employees, contractors, agents, and operational partners from and against any claims, liabilities, proceedings, losses, damages, expenses, penalties, legal costs, or disputes arising from Third-Party access, authorization arrangements, delegated authority, or operational involvement with the Client's account.

### **7.3 Dormancy Designation, Inactive Account Charges, and Termination Procedure**

7.3.1 In accordance with prudent operational management, cybersecurity protection, compliance obligations, financial administration standards, and internal risk management procedures, the Company reserves the unrestricted right to classify, designate, monitor, administer, restrict, suspend, or terminate accounts deemed inactive, dormant, abandoned, non-operational, or insufficiently utilized.

7.3.2 An account may be classified as inactive where no trading activity, login activity, deposit transaction, withdrawal request, communication response, or operational engagement is recorded for a continuous period determined by the Company, including but not limited to periods exceeding thirty (30) consecutive calendar days.

7.3.3 The Company reserves the unrestricted right to impose administrative fees, maintenance charges, inactivity fees, operational costs, account preservation fees, dormancy charges, or compliance-related expenses upon accounts classified as inactive or dormant. Such charges may be deducted directly from the Client's available account balance without prior authorization.

7.3.4 Classification of an account as dormant or inactive may result in operational restrictions including, but not limited to, limitation of account functionality, suspension of trading privileges, restricted withdrawals, enhanced verification requirements, temporary account freezing, cybersecurity review procedures, or mandatory compliance reassessment.

7.3.5 Where an account remains inactive for a continuous period exceeding three (3) months, the Company may escalate the account's classification to Non-Operational status and impose additional administrative controls, compliance reviews, operational restrictions, or fee structures applicable to such classification.

7.3.6 Accounts remaining Non-Operational, inactive, or dormant for a period exceeding twelve (12) consecutive months may be subject to account closure, archival procedures, operational deactivation, suspension of Services, balance deductions, or permanent termination where the Client remains unreachable or unresponsive despite reasonable communication efforts undertaken by the Company.

7.3.7 The Company may impose annual administrative fees, inactivity maintenance charges, account preservation costs, operational expenses, or dormancy-related deductions of up to One Thousand United States Dollars (*USD 1,000.00*), or the equivalent amount in the account's base currency, on accounts designated as dormant or Non-Operational.

7.3.8 Administrative fees associated with dormant or inactive accounts may be deducted proportionally, periodically, cumulatively, or in full from any available account balance at intervals determined solely by the Company.

7.3.9 Any administrative charges, dormancy fees, operational costs, compliance expenses, or inactivity-related deductions imposed prior to account reactivation shall remain non-refundable regardless of subsequent account activity or renewed usage by the Client.

7.3.10 An account may be reactivated upon the Client completing qualifying activity including verified login access, successful account verification, trading activity, deposit submission, withdrawal completion, communication response, or compliance reassessment as required by the Company.

7.3.11 Reactivation of dormant, restricted, suspended, inactive, or Non-Operational accounts shall remain subject to completion of updated KYC verification, identity authentication, source-of-funds review, cybersecurity checks, compliance reassessment, or additional due diligence procedures imposed by the Company.

7.3.12 The Company reserves the unrestricted right to close accounts without further notice where such accounts maintain a zero balance, remain inactive for prolonged periods, contain unresolved compliance concerns, or where all withdrawal rights have been exhausted and the Client cannot be contacted through registered communication channels.

7.3.13 Closure, suspension, restriction, archival, or deactivation of dormant or inactive accounts shall not entitle the Client to compensation, reimbursement, damages, restitution,



or recovery for indirect, incidental, operational, financial, or consequential losses allegedly arising from such action.

7.3.14 The Company shall remain under no obligation to issue periodic reminders, warnings, notifications, or operational alerts relating to account inactivity, dormancy classification, fee imposition, or potential account closure except where expressly required under applicable law or mandatory regulatory obligations.

7.3.15 The Company reserves the unrestricted right to revise, modify, enhance, replace, introduce, suspend, or remove dormancy classifications, inactivity thresholds, administrative charges, operational requirements, maintenance procedures, or dormant account policies at any time without prior notice.

7.3.16 Any account termination, suspension, restriction, or closure implemented pursuant to inactivity, dormancy, compliance concerns, operational risk, cybersecurity considerations, or internal policy enforcement shall be deemed final and binding upon the Client.

## **8. DEFAULT EVENTS, ACCOUNT TERMINATION, AND DISCONTINUATION OF SERVICES**

### **8.1 Events of Default and Enforcement of Remedies**

8.1.1 Any breach, violation, non-performance, non-compliance, omission, misrepresentation, operational misconduct, regulatory infringement, payment failure, margin deficiency, unauthorized activity, fraudulent conduct, or failure by the Client to fulfill any obligation arising under these Conditions of Use, applicable law, regulatory requirements, operational procedures, or compliance obligations shall constitute an Event of Default and shall entitle the Company to exercise any rights, remedies, protections, restrictions, or enforcement measures available under these Conditions of Use or applicable law without prior notice to the Client.

8.1.2 Without limitation, an Event of Default shall be deemed to occur where the Client:

- (a) Fails to maintain sufficient margin or account equity;
- (b) Fails to satisfy outstanding financial obligations, fees, commissions, liabilities, or operational charges;
- (c) Violates any applicable law, sanctions framework, regulatory standard, or compliance obligation;
- (d) Provides inaccurate, misleading, fraudulent, incomplete, or falsified information or documentation;
- (e) Engages in fraudulent conduct, market abuse, manipulation, unauthorized automation, cybersecurity abuse, or suspicious activity;
- (f) Breaches any provision contained within these Conditions of Use;
- (g) Becomes bankrupt, insolvent, financially impaired, legally incapacitated, or subject to liquidation or administration proceedings; or
- (h) Otherwise becomes unable or unwilling to satisfy legal, operational, contractual, or financial obligations owed to the Company.

8.1.3 The death, legal incapacity, mental incapacity, insolvency, bankruptcy, judicial restriction, receivership, winding-up, dissolution, or legal disability of the Client shall constitute an immediate Event of Default and may result in suspension, restriction, liquidation, or termination of the account pending completion of legal and compliance review procedures.

8.1.4 Upon the occurrence or reasonable suspicion of an Event of Default, the Company reserves the unrestricted right, without prior notice, to:

- (a) Suspend or terminate access to the Trading Platform and Services;
- (b) Restrict, freeze, or lock account activity;
- (c) Close, liquidate, offset, or reverse open positions;
- (d) Withhold, deduct, apply, or retain account balances or assets;
- (e) Cancel pending orders or trading instructions;
- (f) Reverse profits, bonuses, incentives, or credits;
- (g) Initiate internal investigations or compliance reviews;
- (h) Report suspicious activity to regulators or competent authorities; and
- (i) Pursue any legal, regulatory, administrative, civil, or criminal remedy deemed appropriate by the Company.

8.1.5 In the event of the Client's death or incapacity, the Company may require probate documentation, letters of administration, court authorization, legal succession certificates, or other documentation deemed necessary before recognizing any successor, executor, administrator, or legal representative in relation to the account.

8.1.6 Where no lawful representative, executor, or administrator is identified within a reasonable period following the Client's death or incapacity, the Company may communicate with persons reasonably believed to possess lawful authority or legitimate legal interest relating to the administration of the Client's estate, subject to applicable law and verification procedures.

8.1.7 Circumstances constituting force majeure, including but not limited to war, terrorism, cyber-attacks, civil unrest, labor disputes, governmental intervention, sanctions restrictions, regulatory directives, telecommunications disruption, exchange suspension, market collapse, internet failure, infrastructure outages, or extraordinary geopolitical conditions may entitle the Company to suspend, restrict, delay, modify, or discontinue Services without liability.

8.1.8 Events including pandemics, epidemics, natural disasters, earthquakes, floods, fires, hurricanes, severe weather events, acts of God, widespread infrastructure disruption, energy shortages, public emergencies, or circumstances beyond the Company's reasonable control may prevent performance of obligations and shall not constitute breach or liability on the part of the Company.

8.1.9 Technological failures, cybersecurity incidents, software malfunction, pricing feed interruption, third-party vendor failure, liquidity shortages, data corruption, operational outages, telecommunications disruption, server instability, or external infrastructure deficiencies affecting the Company's operational capability may constitute sufficient grounds for temporary suspension, restriction, or discontinuation of Services.

8.1.10 To the fullest extent permitted under applicable law, the Client agrees that the Company shall not be liable for losses, damages, operational interruptions, trading disruption, delayed execution, or financial consequences arising from Events of Default, force

majeure circumstances, regulatory actions, or protective measures implemented pursuant to these Conditions of Use, except where directly caused by the Company's gross negligence, willful misconduct, or fraud.

8.1.11 Following the occurrence of an Event of Default, the Company reserves the right, subject to applicable law and internal compliance procedures, to freeze, withhold, reserve, offset, deduct, or otherwise apply any funds, assets, credits, or balances maintained within the Client's account toward satisfaction of outstanding liabilities, unpaid obligations, operational losses, indemnification claims, regulatory penalties, administrative costs, or contractual damages owed by the Client to the Company.

8.1.12 The Company may commence civil proceedings, regulatory action, arbitration proceedings, debt recovery measures, injunctive proceedings, criminal complaints, administrative enforcement actions, or legal proceedings against the Client where necessary to recover losses, enforce rights, protect operational interests, preserve regulatory compliance, or address misconduct.

8.1.13 Except where otherwise required under mandatory law or regulatory obligation, the Company shall not be required to provide advance warning, notice, opportunity to cure, or prior explanation before exercising rights or remedies arising from an Event of Default.

8.1.14 Upon confirmation or reasonable determination of an Event of Default, the Company may immediately terminate these Conditions of Use, revoke access rights, permanently disable account access, discontinue Services, and terminate the contractual relationship without further liability or obligation toward the Client provided that any accrued obligations, liabilities, compliance duties, indemnities, or rights arising prior to termination shall survive in accordance with these Conditions of Use.

8.1.15 The Company reserves the unrestricted right to cooperate fully with regulators, law enforcement authorities, courts, compliance agencies, financial intelligence units, sanctions authorities, or governmental bodies in relation to any investigation, reporting obligation, or enforcement proceeding involving the Client or the Client's account activity.

## **8.2 Service Termination, Client-Initiated Closure, and Settlement Procedures**

8.2.1 The Company reserves the unrestricted right to suspend, discontinue, restrict, deactivate, terminate, or permanently revoke the Client's access to the Trading Platform, Services, operational systems, digital infrastructure, or account functionality at any time, with or without prior notice, where such action is deemed necessary for operational, legal, compliance, cybersecurity, commercial, regulatory, risk management, or policy enforcement purposes.

8.2.2 The Client may request voluntary account closure or termination by submitting formal written instructions through the registered email address or authorized communication channel associated with the account. The Company reserves the right to reject, disregard, delay, or require additional verification for requests submitted through unverified, compromised, mismatched, or unauthorized communication methods.

8.2.3 A withdrawal request involving substantially all funds or assets maintained within the Client's account may, at the Company's discretion, be interpreted as constructive notice of the Client's intention to discontinue use of the Services and terminate the account relationship.

8.2.4 Termination, suspension, restriction, closure, or discontinuation of Services shall not affect accrued obligations, liabilities, indemnities, outstanding balances, compliance duties, pending investigations, contractual responsibilities, legal rights, or financial liabilities arising prior to the effective date of termination.

8.2.5 Upon ordinary termination of the contractual relationship, the Company may conduct final account reconciliation procedures, including conversion of balances into a designated operational currency, settlement of pending transactions, adjustment of promotional incentives or bonus credits, and calculation of any remaining amounts payable to or by the Client in accordance with these Conditions of Use.

8.2.6 The Company may cancel, liquidate, close, offset, reverse, or terminate any pending order, open position, trade instruction, reserved transaction, bonus structure, or operational request remaining active at the time of account termination.

8.2.7 Following termination, the Client shall immediately lose access to the Trading Platform, operational systems, digital tools, software infrastructure, market data services, account functionality, and all benefits associated with use of the Services.

8.2.8 The Company reserves the unrestricted right to impose reasonable account closure fees, administrative costs, operational expenses, settlement charges, inactivity fees, forfeiture deductions, compliance-related charges, or cancellation costs associated with termination of the account in accordance with its prevailing fee schedule and applicable law.

8.2.9 Except in circumstances involving fraud, material breach, regulatory non-compliance, cybersecurity risk, sanctions concerns, suspicious activity, operational misconduct, or any Event of Default under these Conditions of Use, either party may ordinarily terminate the contractual relationship by providing no less than fourteen (14) calendar days' prior written notice.

8.2.10 The Company may immediately suspend or terminate Services without notice where the Client fails to satisfy KYC, AML, sanctions screening, source-of-funds verification, cybersecurity authentication, or regulatory compliance obligations imposed by the Company or applicable law.

8.2.11 The Client agrees to indemnify, defend, and hold harmless the Company, its affiliates, officers, employees, contractors, operational partners, licensors, service providers, and representatives from and against all claims, proceedings, liabilities, losses, damages, penalties, regulatory actions, expenses, costs, or reputational harm arising directly or indirectly from:

- (a) Breach of these Conditions of Use;
- (b) Misuse of the Trading Platform or Services;
- (c) Violation of applicable law or regulatory obligations;

- (d) Fraudulent or unauthorized activity;
- (e) Third-party claims arising from the Client's conduct; or
- (f) Operational misuse, cybersecurity abuse, or prohibited trading activity.

8.2.12 The Company reserves the unrestricted right to initiate automatic closure, deactivation, archival, restriction, or suspension procedures where accounts remain inactive, abandoned, non-operational, or unresponsive for prolonged periods determined by the Company in accordance with internal policy and applicable regulatory requirements.

8.2.13 Final settlement reconciliation shall occur following termination and may include deduction of fees, offsetting of liabilities, currency conversion, compliance review procedures, fraud-prevention measures, reserve withholding, verification processes, and operational review prior to release of any remaining eligible balance.

8.2.14 Any remaining balance eligible for withdrawal following termination shall be processed in accordance with the Company's prevailing operational procedures, settlement timelines, compliance requirements, banking arrangements, and verification protocols.

8.2.15 The Company shall not bear liability for losses, damages, interrupted opportunities, operational consequences, unrealized profits, trading disruption, or indirect financial harm arising from lawful suspension, restriction, closure, or termination of Services implemented pursuant to these Conditions of Use.

8.2.16 Certain provisions of these Conditions of Use, including but not limited to indemnities, liability limitations, confidentiality obligations, compliance duties, dispute resolution provisions, intellectual property protections, and financial obligations, shall survive termination of the contractual relationship to the fullest extent permitted under applicable law.

8.2.17 Nothing contained within these Conditions of Use shall be interpreted as creating any fiduciary, advisory, partnership, agency, custodial, or trustee relationship between the

Company and the Client beyond the limited contractual relationship expressly established herein.

## **9. INTERPRETATION, CONSTRUCTION, DEFINITIONS, AND GOVERNING PRINCIPLES**

### **9.1 Foundational Rules of Construction and Contractual Interpretation**

9.1.1 These Conditions of Use shall be interpreted, construed, and enforced in a manner consistent with their intended commercial purpose, operational framework, regulatory environment, technological structure, and the nature of the financial, trading, digital, and ancillary services provided by the Company.

9.1.2 The provisions contained herein shall not be interpreted narrowly, restrictively, or in isolation. All sections, clauses, schedules, policies, appendices, operational notices, and incorporated documents shall be read collectively and harmoniously so as to give full legal force, commercial effect, and practical implementation to the entirety of these Conditions of Use.

9.1.3 Unless otherwise expressly defined within these Conditions of Use, words, phrases, terminology, operational references, technical expressions, financial concepts, and industry terminology shall be interpreted according to their ordinary commercial meaning and prevailing usage within international financial markets, online trading environments, fintech operations, electronic commerce systems, and digital financial service industries.

9.1.4 In circumstances where ambiguity, uncertainty, inconsistency, drafting omission, interpretative conflict, or operational uncertainty exists, interpretation shall be undertaken in a commercially reasonable manner designed to preserve regulatory compliance, contractual enforceability, operational continuity, cybersecurity protection, financial stability, and the legitimate business interests of the Company, to the fullest extent permitted under applicable law.

## **9.2 Grammatical Construction and Contextual Application**

9.2.1 Words importing the singular shall include the plural and vice versa whenever the context reasonably permits or requires. References to one gender shall include all genders, and references to persons shall include natural persons, corporations, partnerships, joint ventures, trusts, associations, governmental authorities, agencies, regulatory bodies, foundations, limited liability entities, and any other legal or commercial organization, whether incorporated or unincorporated.

9.2.2 References to clauses, sections, schedules, appendices, policies, operational notices, guidelines, or supplemental documents shall be construed as references to such provisions as amended, modified, supplemented, replaced, consolidated, or reissued from time to time.

9.2.3 Any phrase introduced by the terms “including,” “includes,” “such as,” “for example,” “without limitation,” or similar expressions shall be interpreted illustratively and shall not operate to restrict the general scope or interpretation of the words preceding such expressions.

9.2.4 References to “writing,” “written notice,” “communication,” “instruction,” “approval,” “consent,” or similar expressions shall include electronic communications, digital transmissions, platform notifications, email correspondence, electronic acknowledgments, recorded communications, and other legally recognized digital forms of communication unless otherwise prohibited under applicable law.

## **9.3 Organizational Structure, Formatting, and Administrative References**

9.3.1 Titles, headings, captions, numbering systems, formatting structures, chapter references, article labels, paragraph arrangements, stylistic divisions, and organizational elements appearing within these Conditions of Use are included exclusively for administrative convenience, readability, navigation, and structural clarity.

9.3.2 Such organizational references shall not modify, restrict, expand, qualify, diminish, influence, or otherwise affect the legal meaning, interpretation, enforceability, or scope of any provision contained within these Conditions of Use.

9.3.3 The arrangement or placement of provisions within any specific chapter, section, or article shall not be interpreted as limiting the applicability or legal effect of such provisions to that chapter or section alone unless expressly stated otherwise.

#### **9.4 Definitions, Terminology, and Context-Specific Meanings**

9.4.1 Certain words, operational expressions, technical concepts, financial references, platform terminology, or defined terms may be introduced, explained, or specifically defined within individual provisions, supplemental documents, operational policies, platform notices, trading conditions, promotional materials, or service-specific frameworks issued by the Company.

9.4.2 Any such definition shall apply primarily within the context in which it appears unless expressly stated to possess broader application throughout these Conditions of Use.

9.4.3 Where a defined term appears in capitalized format, such term shall carry the meaning assigned to it within these Conditions of Use or the applicable supplemental document in which the definition appears.

9.4.4 In the absence of a specific definition, terminology relating to trading activity, financial instruments, leverage structures, margin operations, platform execution, digital systems, liquidity arrangements, account functionality, or financial services shall be interpreted according to prevailing industry standards and internationally recognized market practices.

#### **9.5 Hierarchy of Contractual Documents and Prevailing Interpretation**

9.5.1 These Conditions of Use shall form the principal governing instrument regulating the contractual relationship between the Client and the Company.

9.5.2 In the event of any inconsistency, discrepancy, conflict, ambiguity, or interpretative overlap between:

- (a) These Conditions of Use;
- (b) Supplemental policies, including but not limited to the Data Governance and Privacy Protection Policy, Financial Risk Disclosure And Acceptance Policy, AML, CTF, and Financial Crime Prevention Policy, Trade Execution and Order Handling Policy, or Client Grievance Resolution Policy;
- (c) Promotional terms, bonus conditions, campaign rules, or incentive programs;
- (d) Trading Platform notices, operational advisories, or execution procedures; or
- (e) Any service-specific terms issued by the Company,

the interpretation that most effectively preserves regulatory compliance, legal enforceability, operational integrity, cybersecurity protection, financial stability, risk mitigation, and the legitimate operational interests of the Company shall prevail, unless otherwise prohibited by mandatory applicable law.

9.5.3 Nothing contained within these Conditions of Use shall be interpreted in a manner that would require the Company to violate applicable law, sanctions frameworks, regulatory directives, court orders, compliance obligations, or governmental restrictions.

## **9.6 Governing Language and Authoritative Version**

9.6.1 These Conditions of Use are drafted, negotiated, executed, and maintained in the English language, which shall constitute the sole authoritative, controlling, and legally binding version for all interpretative, contractual, operational, evidentiary, compliance, and dispute resolution purposes.

9.6.2 Any translated, localized, machine-generated, or unofficial version of these Conditions of Use is provided exclusively for informational or convenience purposes and shall not possess independent legal effect.

9.6.3 In the event of inconsistency, discrepancy, omission, mistranslation, or interpretative conflict between the English version and any translated version, the English-language version shall prevail conclusively and without limitation.

## **9.7 Neutral Interpretation and Drafting Construction**

9.7.1 These Conditions of Use shall not be construed adversely against either Party by reason of authorship, preparation, drafting responsibility, negotiation participation, or contribution to the development of any provision contained herein.

9.7.2 Both Parties acknowledge that these Conditions of Use reflect commercially negotiated operational standards intended to govern access to complex financial and technological services and shall therefore be interpreted neutrally and reasonably.

## **9.8 References to Laws, Regulatory Frameworks, and Compliance Standards**

9.8.1 Any reference within these Conditions of Use to statutes, laws, regulations, directives, regulatory frameworks, compliance obligations, governmental requirements, judicial rulings, sanctions programs, or legal standards shall include:

- (a) Amendments, modifications, replacements, consolidations, reenactments, or updates thereto;
- (b) Subordinate legislation, implementing regulations, regulatory guidance, circulars, or directives issued thereunder;
- (c) International compliance standards, financial crime prevention standards, cybersecurity frameworks, or industry best practices where applicable; and
- (d) Successor authorities, agencies, institutions, or governing bodies assuming equivalent jurisdiction or regulatory responsibility.

## **9.9 Incorporation of Future Policies and Operational Updates**

9.9.1 References to Company policies, operational procedures, compliance manuals, risk notices, technical protocols, platform guidelines, execution standards, fee schedules, or administrative requirements shall include any future amendments, revisions, supplements,



replacements, consolidations, or newly introduced documents adopted by the Company from time to time.

9.9.2 The Client acknowledges and accepts that operational practices, internal controls, technological standards, platform procedures, cybersecurity measures, and compliance obligations may evolve continuously in response to legal, regulatory, technological, commercial, or security developments.

## **9.10 Electronic Interpretation and Digital Communications**

9.10.1 Any reference within these Conditions of Use to documents, notices, communications, acknowledgments, approvals, confirmations, records, signatures, submissions, instructions, or contractual acceptance shall include electronic, digital, automated, or technologically facilitated equivalents recognized under applicable electronic transaction laws.

9.10.2 Electronic records, digital confirmations, click-through acknowledgments, platform interactions, automated system logs, recorded communications, and electronically stored information may be relied upon by the Company as valid and legally enforceable evidence of contractual activity, authorization, or consent.

## **9.11 Commercial Practice and Industry Usage Standards**

9.11.1 In the absence of express definition, operational terminology and industry concepts shall be interpreted according to prevailing customs, accepted standards, and commercially recognized practices applicable within international financial services, electronic trading systems, digital asset environments, and online brokerage operations.

9.11.2 The Company reserves the right to apply commercially reasonable interpretations consistent with operational realities, market standards, platform functionality, liquidity arrangements, execution mechanisms, technological limitations, and prevailing industry practices.

## **9.12 Operational Time Standards and Business Day Interpretation**

9.12.1 References to time, business days, trading hours, settlement periods, operational schedules, or processing timelines shall be interpreted according to the Company's designated system time, operational calendar, server infrastructure, and internal processing framework unless expressly stated otherwise.

9.12.2 The Company reserves the right to modify operational schedules, maintenance windows, holiday calendars, settlement timelines, or processing periods in response to market conditions, regulatory requirements, technological developments, or operational necessity.

## **9.13 Severability, Partial Invalidity, and Preservation of Remaining Provisions**

9.13.1 Should any provision, clause, sentence, paragraph, restriction, limitation, or requirement contained within these Conditions of Use be determined by a court, regulator, arbitrator, or competent authority to be unlawful, invalid, unenforceable, void, or contrary to applicable law, such provision shall be severed or modified only to the minimum extent necessary.

9.13.2 The invalidity or unenforceability of any specific provision shall not affect the legality, enforceability, validity, or continued operation of the remaining provisions, all of which shall remain in full force and effect.

## **9.14 Continuing Interpretative Effect Following Termination**

9.14.1 The provisions contained within this Chapter, together with any interpretative principles, definitional rules, evidentiary standards, operational presumptions, and construction mechanisms established herein, shall survive termination, suspension, expiration, or discontinuation of these Conditions of Use.

9.14.2 Such provisions shall continue to govern the interpretation of disputes, investigations, enforcement actions, liabilities, claims, operational matters, or unresolved obligations arising before, during, or after termination of the contractual relationship.

### **9.15 Residual Authority of Interpretation and Operational Clarification**

9.15.1 In circumstances involving ambiguity, drafting inconsistency, operational uncertainty, interpretative conflict, technological limitation, regulatory uncertainty, or contractual omission, the Company reserves the right, subject to applicable law, to apply reasonable commercial interpretation consistent with:

- (a) The intended operational purpose of these Conditions of Use;
- (b) Prevailing industry practice;
- (c) Regulatory and compliance obligations;
- (d) Cybersecurity and risk management requirements;
- (e) Platform functionality and technological capability; and
- (f) The preservation of operational integrity and lawful business interests.

9.15.2 The exercise of interpretative discretion by the Company shall not be construed as arbitrary, capricious, or abusive where undertaken in good faith and in furtherance of legitimate operational, regulatory, legal, or compliance objectives.