



**TERMS AND CONDITIONS
FOR THE SERVICES OFFERED BY
THE Company**



X Elite FX

RISK NOTICE

CFD and Forex trading are leveraged products and your capital is at risk. They may not be suitable for all investors. You should ensure that you fully understand the risks involved before trading by carefully reviewing the full risk warning. Investors may sustain losses in excess of their initial investment. Placing contingent orders, such as “stop loss” or “stop limit” orders, does not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. Investors may be required to deposit additional margin funds at short notice. If the required funds are not provided within the prescribed time, positions may be liquidated. Investors will remain liable for any resulting deficit in their account. Investors should therefore carefully consider whether such trading is suitable in light of their investment objectives, financial position and risk profile.

These terms and conditions relating to your use of the trading services are offered by XElite Markets Ltd, a company (hereinafter referred to as the “Company”, “we”, “us” or “our”) registered in Saint Lucia (Company Registration Number 2025-00840), with its registered address at Office No. 6, Rodney Bay Boulevard, Rodney Bay, Gros Islet, Saint Lucia.

XElite Markets Ltd provides financial trading services through the provision of an electronic trading platform (hereinafter referred to as the “Platform”).

The Company offers its services strictly under these terms and conditions (hereinafter referred to as the “Terms”), which are non-negotiable and may be amended by the Company from time to time in accordance with the provisions set out below. The counterparty to these Terms is the client (hereinafter referred to as the “Client”, “you”, “your” or “yourself”).

These Terms, together with the Anti-Money Laundering (AML) Policy, Client Categorization Policy, Conflicts of Interest Policy, Risk Disclosure, Complaints Procedure, Order Execution Policy, and Privacy Policy, constitute a legally binding agreement between the Company and the Client. You accept these Terms upon registering as a user of the Platform.

You are advised to read these Terms carefully, together with any other documents provided by the Company. The Company reserves the right to modify these Terms and any arrangements established under or in connection with them from time to time.

You will be notified of any amendment to the Terms by means of an electronic notification message on the Platform. Following such notification, you may elect to accept the amendment and continue using the Platform, or reject the amendment and discontinue your use of the Platform. If you do not accept the amendment, you may terminate the agreement. Continued use of the Platform



following notification shall constitute acceptance of the amendment. Any amendment to the Terms shall apply to all positions and orders from the time specified in the electronic notification.

These are the Company's standard terms, which are intended to govern the relationship between the Company and the Client. For your own benefit and protection, you should read the Terms carefully before agreeing to them. If you do not understand any provision of these Terms or any related document, you should request further information via the "Contact Us" section of the Company's website.

The Client confirms that they have read, understood and accepted all information published on the Company's website <https://xelitefx.com/> (hereinafter referred to as the "Main Website"), including all legal information and disclosures made publicly available to Clients.

The Company reserves the right to register and operate additional domains for marketing and promotional purposes in specific jurisdictions, which may contain information and disclosures in languages other than English.

The Client acknowledges and agrees that the Company's official language is English and undertakes to refer to the Main Website for all official information and disclosures relating to the Company and its activities.

LANGUAGE NOTICE

The language of these Terms shall be English. Where these Terms, or any notice or document relating thereto, are translated into another language, such translation shall be provided for informational purposes only. In the event of any inconsistency or discrepancy, the English version shall prevail.

1. INTRODUCTION

- 1.1.** These Terms form part of the agreement between the Company and the Client and govern the provision of trading services and all transactions conducted between the Company and the Client through the Platform.
- 1.2.** By registering an account on the Platform and accepting these Terms, the Client enters into a legally binding agreement with the Company.
- 1.3.** The contractual relationship between the Company and the Client in connection with the trading services is governed by:
 - (a) the Application Form submitted by the Client;
 - (b) these Terms; and
 - (c) any policies, disclosures and other documents referred to in these Terms, as amended from time to time.



- 1.4. These Terms replace any previous terms and conditions applicable between the Company and the Client and become effective on the date stated herein or on the date the Client's Application Form is accepted by the Company, whichever is later.
- 1.5. The Client is encouraged to carefully review these Terms together with all notices and policies available on the Company's website. Unless expressly agreed otherwise in writing by the Company, these Terms constitute the main contractual framework governing the provision of trading services and all transactions between the Company and the Client. All transactions carried out under these Terms are legally binding. By signing the Application Form or by submitting an application electronically through the Company's website, the Client confirms that they have read, understood, and accepted these Terms. Upon the opening of an account, the Client shall be bound by these Terms in respect of all transactions conducted with the Company.
- 1.6. Words and expressions used in these Terms shall have the meanings assigned to them in the relevant sections of these Terms. References to clauses shall be construed as references to clauses of these Terms, unless the context requires otherwise.
- 1.7. Unless these Terms specifically require a written notice, the Client may contact the Company by email, telephone, or other electronic means, including chat or instant messaging where available.
- 1.8. The language of communication between the Company and the Client shall be English. All documents, information, and trading services provided by the Company are offered in English and governed by the English version of these Terms. By opening an account with the Company, the Client agrees to receive services in English. The Company may, at its discretion, provide support or information in other languages. Any translation of these Terms or related documents is provided for informational purposes only, and the English version shall prevail in case of any inconsistency.

2. DEFINITIONS AND INTERPRETATIONS

Abusive Trading:

Any trading activity or behavior that is intended to exploit, manipulate, disrupt, or take unfair advantage of the Company's trading systems, pricing, execution, or trading conditions.

This includes, but is not limited to:

(a) placing buy stop or sell stop orders immediately before the release of financial or economic data;

(b) engaging in arbitrage or latency exploitation, including



the use of faster or slower price feeds;

(c) market manipulation or any attempt to distort prices or execution;

(d) abuse of the trade cancellation or order modification features of the Platform;

(e) unauthorized use of software, automated systems, algorithms, or artificial intelligence-based tools that interfere with the normal operation of the Platform or trading environment.

Access Data:	The Client's login credentials, including username and password, used to access and operate the Platform, as well as any other access codes, authentication details, or security credentials issued by the Company to the Client.
Account Opening Application Form:	The form completed by the Client to apply for the Company's services, used by the Company to collect identification, verification, due diligence, client categorization, and suitability information.
Account Opening Contract:	A separate agreement, where applicable, governing certain aspects of the opening and administration of the Client's account(s), in addition to and without prejudice to these Terms.
Affiliate:	Any entity that directly or indirectly controls, is controlled by, or is under common control with the Company. "Control" means the power to direct or influence the management and policies of an entity.
Agreement:	Means these Terms, together with any Appendices and related documents, including the Anti-Money Laundering (AML) Policy, Client Categorization Policy, Conflicts of Interest Policy, Risk Disclosure, Complaints Procedure, Order Execution Policy and Privacy Policy, as amended from time to time.
Ask:	The price at which the Client may buy a Financial Instrument, being the higher price in a Quote.
Balance:	The total amount of funds recorded in the Client's account following the execution of all completed transactions, deposits and withdrawals, excluding open positions.
Banned Jurisdictions:	Any country or territory that is classified as high-risk for



Anti-Money Laundering purposes, or that is subject to sanctions, restrictions, or prohibitions imposed by international organizations or authorities, as determined by the Company from time to time.

Base Currency:	The first currency in a Currency Pair, against which the Quote Currency is quoted and traded.
Bid:	The lower price in a Quote at which the Client may sell.
Business Day:	Any day that is not a Saturday, a Sunday, or a public holiday in the jurisdiction where the Company conducts its principal business operations.
Client account:	The unique personalized account of the Client that records all completed transactions, open positions, orders placed on the Platform, account balance, and deposit and withdrawal activity.
Closed Positions:	Positions that have been closed by the Client and are no longer open on the Platform.
Completed transaction in a CFD:	A transaction consisting of two opposite transactions of the same size, namely the opening and subsequent closing of a position, by buying and then selling, or selling and then buying.
Contract Specifications:	The main trading terms applicable to each type of CFD, as determined by the Company from time to time, including but not limited to spreads, swaps, lot size, margin requirements, minimum order levels, financing charges, and other relevant conditions.
Credit facility:	A fixed amount determined by the Company at its sole discretion and allocated to the Client's account. The Credit Facility increases the Client's available trading funds and allows the Client to open additional positions. The Credit Facility may not be used to cover realized losses that are immediately payable. The provision of a Credit Facility is governed by a separate Credit Facility Agreement.
Currency Pair:	The underlying asset of a CFD transaction based on the exchange rate between two currencies, consisting of a Base Currency and a Quote Currency. It shows how much of the



Quote Currency is required to buy one unit of the Base Currency.

Effective date: The date on which the Client is notified by the Company of the successful account setup, confirmed by the provision of account details and login credentials.

Equity: The value of the Client's account calculated as the Balance adjusted by any Floating Profit or Floating Loss from Open Positions.

$Equity = Balance + Floating Profit - Floating Loss.$

Essential Details: The information required by the Company to place an Order, including the type of Underlying Asset, Buy or Sell direction, order type, volume, opening and closing prices, the intended price for Pending Orders, and any Stop Loss or Take Profit levels.

Expert Advisor: An automated trading system used on electronic trading platforms, which may generate trading signals for the Client or automatically execute and manage trading operations.

Floating Profit/Loss in a CFD: The unrealized profit or loss on Open Positions, calculated based on current market prices and taking into account any applicable commissions or fees.

Force Majeure: Any event beyond the reasonable control of the Company, including but not limited to natural disasters, war, civil unrest, strikes, technical or system failures, market disruptions, or actions by regulatory or governmental authorities.

Free Margin: The amount of funds available in the Client Account that can be used to open new positions or to maintain existing open positions. Free Margin is calculated as: $Free\ Margin = Equity - Required\ Margin.$

Initial Margin for CFD Trading: The minimum amount of margin required from the Client to open a position.

Hedge Margin for CFD Trading: The margin required to open and maintain opposing positions on the same instrument.

Leverage for CFD Trading: The ratio between the transaction size and the Initial Mar-



gin, showing how much the Client's exposure is increased, for example 1:100.

- Liquidity Provider:** A financial institution or counterparty, including banks, brokers, market makers, clearing houses, or settlement agents, that provides liquidity for trading in Financial Instruments.
- Long Position for CFD Trading:** A buy position that profits when the price of the Underlying Asset increases, including buying the Base Currency against the Quote Currency in a Currency Pair.
- Lot:** A standard unit used to measure the size of a CFD transaction for a specific Underlying Asset.
- Lot Size:** The quantity of the Underlying Asset represented by one Lot of a CFD.
- Margin:** Funds required and reserved in the Client Account to open and maintain Open Positions in CFD transactions.
- Margin Call:** A situation where the Company notifies the Client that additional funds are required due to insufficient Margin to maintain Open Positions.
- Margin Level for CFD Trading:** The percentage ratio of Equity to Necessary Margin, calculated as:
$$\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100.$$
- Margin Trading for CFD Trading:** A trading mechanism that allows the Client to open positions with a smaller amount of funds (Margin) compared to the full transaction size by using leverage.
- Matched Positions for CFD Trading:** Long and Short Positions of equal size opened simultaneously on the Client's account for the same CFD.
- Necessary Margin for CFD Trading:** The total margin required by the Company to maintain all open positions on the Client's account.
- Normal Market Size for CFD Trading:** The maximum number of units of an underlying asset that the Company normally accepts and transmits for execution in a single order.
- Open Positions:** Any position that has been opened and not yet closed by the Client, whether a Long Position or a Short Position in CFD



trading.

Order:	An instruction given by the Client to the Company to enter into, modify, or close a CFD transaction in accordance with the Client's instructions.
Order Level for CFD Trading:	The price level specified by the Client at which an order is intended to be executed or activated.
Platform:	The electronic trading system operated and maintained by the Company, including software, applications, databases, and related technical infrastructure, through which the Client may access and conduct trading activities via the Client Account.
Politically Exposed Person (PEP):	<p>An individual who is or has been entrusted with a prominent public function in Saint Lucia or in a foreign country. This includes, but is not limited to, heads of state or government, senior politicians, senior government, judicial or military officials, senior executives of state-owned enterprises, and important political party officials.</p> <p>PEPs also include individuals entrusted with prominent functions by international organizations, such as members of senior management, directors, deputy directors, board members, or persons performing equivalent functions.</p> <p>Family Members of a PEP are individuals related to a PEP by blood, marriage, or similar legal arrangements.</p> <p>Close Associates of a PEP are individuals who have close professional or social relationships with a PEP.</p>
Quote:	The current price information for a specific Underlying Asset, displayed as Bid and Ask prices.
Quote Currency:	The second currency in a Currency Pair, which is bought or sold by the Client in exchange for the Base Currency.
Quotes Base (in relation to CFD Trading):	A database of price quote information stored on the Company's server and used for displaying, recording, and executing CFD transactions.
Quote Flow:	The continuous stream of price Quotes displayed on the



Platform for each CFD.

Server Time:	The official time used and recorded by the Company's trading Platform, which shall take precedence in case of any discrepancy.
Services:	The services described in this Agreement which the Company may offer to the Client at its sole discretion.
Short Position for CFD Trading:	A sell position that increases in value when the underlying market price falls, such as selling the Base Currency against the Quote Currency in a Currency Pair.
Slippage:	The difference between the expected price of a CFD transaction and the price at which the transaction is actually executed. Slippage may occur during periods of increased market volatility or reduced liquidity. The Company takes reasonable measures to reduce the frequency and impact of slippage.
Spread for CFD Trading:	The difference between the Ask price and the Bid price of an Underlying Asset in a CFD at a given moment.
Swap or Rollover for CFD Trading:	An interest amount that may be added to or deducted from the Client's account for holding a position open overnight.
Third Parties:	Any natural or legal persons that the Company may, at its sole discretion, appoint or engage to act as intermediaries in the execution of orders and the conclusion of transactions for the Client, provided that such persons are appropriately qualified and trained to perform such functions.
Trailing Stop in CFD Trading:	A type of stop-loss order that automatically moves as the market price moves in the Client's favor, helping to lock in profits or limit losses. For a long position, the trailing stop follows the price upward at a specified distance below the market price; for a short position, it follows the price downward at a specified distance above the market price.
Transaction:	Any act of trading performed by the Client in relation to a CFD, including the opening, modification, or closing of a position.
Transaction Size for CFD Trading:	The total volume of a transaction, calculated as the Lot Size



multiplied by the number of Lots.

Underlying Asset:	The asset on which a CFD is based, which may include Currency Pairs, Metals, Equity Indices, Commodities, Forwards, or any other assets made available by the Company from time to time.
Underlying Market:	The market, exchange, or trading venue where the Underlying Asset of a CFD is traded or referenced for pricing purposes.
Website:	The Company's main online communication platform used for interaction with Clients, located at https://xelitefx.com , as well as any other website or domain operated by the Company from time to time.

3. GENERAL INFORMATION

- 3.1. Our trading services are provided on an electronic basis. By using our services, you expressly consent to receive communications from us via email, SMS, telephone, letter, or any other electronic means. We do not provide paper copies of communications unless specifically requested by you. The Company reserves the right to charge a reasonable fee for providing communications and/or documents in paper form.
- 3.2. You confirm that you have regular access to the internet and are able to receive information electronically. You consent to the Company providing information relating to its services, including market information, costs and charges, product details, notices, policies, and any other required information, by electronic means or by making such information available on the Website or the Platform. This does not affect your right to request copies of such information. Upon written request, information may be provided in paper form, and the Company reserves the right to charge a reasonable fee for such documents. We will engage with you as a principal and not as an agent. Accordingly, all trades are concluded directly between you and us, and we act as the counterparty to all transactions entered into by you.
- 3.3. Unless we agree otherwise in writing, you shall deal with us only on your own behalf and not as an agent or representative of any other person. You may not authorize any person to act on your behalf unless we have expressly agreed in writing that such person (the "Agent") is permitted to do so. Where an Agent has been approved by us, we shall be entitled to rely on any instructions given by the Agent in relation to your account. We may, at any time and at our discretion, request confirmation of the Agent's authority to act on your behalf.



- 3.4. We provide our services on an execution-only basis and do not give advice on the merits of any transaction. Neither the Company nor any of its employees, agents or representatives are authorized to provide investment advice. Any information, trading ideas, market commentary or trading strategies communicated to you, whether orally or in writing, are provided for informational purposes only and shall not be considered as investment advice or a recommendation. You should not interpret any such communication as an opinion on the suitability of any transaction or its appropriateness for your financial objectives. You acknowledge that you make all trading decisions based solely on your own judgment and responsibility. If you require investment, legal or tax advice, you should consult an independent professional adviser.

4. ACCOUNT

- 4.1. Upon review and approval of your Application Form, we will open an account for you on the Platform. The opening and management of the Client's account shall also be governed by a separate Account Opening Contract, which will be provided to you and which you are required to read carefully.
- 4.2. We may open more than one account for you. Depending on your knowledge, experience and the types of transactions you intend to conduct, certain account types, services or features may or may not be available to you. Upon opening an account, we will notify you of the specific account type established.
- 4.3. We reserve the right to refuse to open an account at our sole discretion. We may also amend the features, criteria or conditions applicable to our accounts at any time. Any such changes will be communicated to you via the Website, the Platform, email or other appropriate means.
- 4.4. You represent and warrant that all information provided by you is accurate, complete and not misleading. You shall promptly notify us of any material changes to the information provided in your Application Form or otherwise, including changes to your contact details.
- 4.5. For each account opened, we will assign you a unique account number and password and may require additional security information as we deem appropriate.
 - 4.5.1. You are responsible for maintaining the confidentiality of your security information, including your account number, password and any other security credentials.
 - 4.5.2. You agree not to disclose your account number, password or any other security information to any third party.
- 4.6. All credit and debit entries, including financing charges, deposits and withdrawals, shall be recorded in your account. You are solely responsible for monitoring your account activity, open positions and orders. We are under no obligation to monitor your



account or to advise you on the effect of any transaction, order or open position. You may access information relating to your account by logging into the Platform.

5. RESTRICTIONS ON USE

5.1. The Platform is not intended for distribution to, or use by, any person:

5.1.1. who is under the age of 18 or who lacks legal capacity or is not of sound mind;

5.1.2. who resides in any jurisdiction where such distribution or use would be contrary to applicable local laws or regulations. The Platform and any other services provided by the Company are not available to persons residing in jurisdictions where CFD trading or similar services are prohibited or restricted by law. It is your sole responsibility to ascertain and comply with any applicable local laws and regulations to which you are subject;

5.1.3. who is a resident of a Banned Jurisdiction, as published on the Company's Website.

5.2. Without prejudice to the foregoing, the Company reserves the right, acting reasonably, to suspend, restrict or refuse access to, or use of, the Platform by any person at any time. The Company also reserves the right to suspend, restrict or close any specific transaction or position opened by you.

6. ACCOUNT CREDENTIALS

6.1. Upon first accessing the Platform, you will be required to use your account credentials to gain access. Your account credentials are confidential and must be used solely by you.

6.2. You acknowledge and agree that you:

6.2.1. are responsible for maintaining the confidentiality and security of your account credentials and for ensuring that they are not used by any person other than you; and

6.2.2. must notify the Company immediately if you become aware that your account credentials have been compromised in any way or that any third party may be able to access the Platform using your credentials.

6.3. You agree to indemnify and hold the Company harmless against any losses, liabilities, costs or damages arising as a result of unauthorized access to your account or use of your account credentials due to your negligence or failure to comply with these Terms.



- 6.4. If the Company suspects a breach or potential breach of security, it may require you to change your account credentials or may suspend your access to the Platform. The Company reserves the right to edit, amend, reset or issue new account credentials, or to require you to change your credentials at any time, provided that reasonable notice is given where practicable. You are responsible for ensuring that your computer or device does not store your access credentials for automatic log-in.
- 6.5. You are solely responsible for ensuring that you maintain exclusive control over your account credentials and that no person under the age of 18 or any other unauthorized person gains access to the Platform using your credentials, whether due to your negligence or otherwise. You agree to promptly notify the Company in writing if you become aware of any loss, theft or unauthorized use of your account credentials by any person or entity.

7. SERVICE PROVISION

- 7.1. The Company may, at its sole discretion, offer any of the following Services to the Client.
- 7.2. The execution of orders related to transactions involving one or more of the following financial instruments: Contracts for Difference (CFDs) on currencies, equities, precious metals, financial indices, futures contracts, and other trading instruments, as well as derivatives and other financial instruments that meet specific criteria agreed upon between the Client and the Company, in accordance with the Company's licensing terms and applicable regulations.
- 7.3. Order execution is conducted as follows: the Company shall receive, transmit, and execute Client orders on the Client's behalf in Financial Instruments. Orders are executed in accordance with the Company's Order Execution Policy. Clients may place market orders to buy or sell Financial Instruments at prevailing market prices, or place limit and stop orders that become effective when a predetermined price level is reached. The execution of limit and stop orders is subject to the Company's Best Execution Policy, and execution at the specified price or volume is not guaranteed unless explicitly confirmed by the Company for a particular order.
- 7.4. The Company may, from time to time, offer additional ancillary services related to the Services, provided that such services are agreed upon by both Parties in writing.
- 7.5. The Client acknowledges and agrees that transactions may be executed through the trading platform in respect of certain Instruments across various markets worldwide. The Company reserves the right, acting reasonably and in compliance with applicable regulatory requirements, to add, remove, or suspend any Instrument or market available on the platform at its sole discretion.



8. ORDER EXECUTION

- 8.1. You may place an order via the platform or in such other manner as specified in writing by us from time to time.
- 8.2. You may place electronic orders on the platform only during our trading hours. We will execute trades only during periods that align with both our trading hours and the market hours for the relevant market. Market hours may change from time to time. You agree that if your offer to open a transaction is accepted by us outside of trading hours, it may not be executed if the market does not trade at the specified price once trading hours commence.
- 8.3. Prices quoted by us (whether through the platform or otherwise) do not constitute a contractual offer to enter into a trade at the quoted price or at all. We reserve the right to refuse to enter into any trade.
- 8.4. Subject to our right to refuse to enter into any trade, we will make reasonable efforts to execute a trade within a reasonable time after we receive it or after the conditions for an order are fulfilled.
- 8.5. We strive to fill orders at the first price reasonably available to us after the specified price is reached or upon the occurrence of the event or condition specified in the order. However, we may not be able to execute orders if there is an Event Outside of our Control concerning an Underlying Instrument. For all orders other than Guaranteed Stop Loss orders, we may not execute your order at the specified price level. We will make efforts to execute your order at the price nearest to your specified price.
- 8.6. Once the Client's instructions or orders are submitted to the Company, they cannot be revoked. The Company may only allow the Client to revoke or amend the relevant instruction or order in exceptional circumstances.
- 8.7. The Company shall not be responsible for delays or errors caused during the transmission of orders and/or messages via computer, nor for damage arising from the invalidity of securities or errors in the Client's bank account balance. The Company shall not be liable for information received via computer or for any loss incurred by the Client if such information is inaccurate.
- 8.8. The range of different order types that we accept will be determined at our absolute discretion. Certain types of orders may only be available for a limited range of markets.
- 8.9. The types of orders we accept, along with the types of orders that attach to specific open positions or other orders ("Attached orders"), are detailed on our platform. We



may, at our discretion, limit the quantity of any trades and orders we accept without notice. It is your responsibility to understand the features of an order and how it will operate before placing it. We recommend reading the trading examples on our website before placing an order for the first time to fully understand the features of the order type.

- 8.10.** You agree that we may hedge or otherwise offset any transaction with third parties to mitigate any liability or risk associated with your transactions with us. You acknowledge that we may, at our sole discretion and while acting reasonably and in accordance with our regulatory obligations, amend the content or terms of an instrument.
- 8.11.** You acknowledge and agree that due to market volatility and factors beyond our control, we cannot guarantee that an order will be executed at the specified level. For example, an order may be closed at a worse price than originally specified by you.
- 8.12.** If you have an account with hedging enabled, you can close an open trade by selecting that specific trade and closing it. If you open an opposing trade in the same market for the same quantity, both trades will be displayed as open, and you will also see the legally binding net position where those trades offset each other.
- 8.13.** If you have an account without hedging enabled, you can close an open trade either by selecting that trade and closing it or by opening a trade in the opposing direction.
- 8.14.** You will typically be able to close an open position during Market Hours. However, we reserve the right to reject any trade or closing instruction in accordance with these Terms, our Order Execution Policy, or applicable laws and regulations. As a consequence, you may not be able to close an open position immediately, and this may result in losses exceeding your initial deposit and/or a negative balance, which you will be required to cover. If you inadvertently close an open position and promptly notify us of this error, we may, at your request and in certain exceptional circumstances, allow you to open a new position equivalent to the original position that was closed by error. Any such action shall be taken at our sole discretion and does not constitute an obligation on the part of the Company.
- 8.15.** All future contracts with an expiry date will be closed by the Company if the Client does not close them. Clients will be notified via internal mail regarding this action.
- 8.16.** When we exercise our rights under these terms to close any of your open positions, we will do so at a time and date determined by us in our reasonable discretion, subject to any obligations we may have under applicable laws and regulations.

9. CHARGES AND FEES



- 9.1.** The Company is entitled to receive fees, commissions, spreads, financing charges and other costs from the Client for its Services provided under these Terms, as well as reimbursement of reasonable expenses incurred in connection with the provision of such Services. The Company reserves the right to modify, from time to time, the size, amount or structure of its fees and charges. Any such changes shall be communicated to the Client and published on the Company's website prior to becoming effective.
- 9.2.** We will inform you about all applicable costs and charges on an aggregated basis in relation to the services and products provided under these Terms prior to the provision of such services or the execution of transactions. Upon your request, we will provide you with an itemized breakdown of such costs and charges.
- 9.3.** Depending on the relevant Market and in accordance with all applicable laws and regulations, we may:

 - 9.3.1.** include a mark-up or other element of profit within the spread;
 - 9.3.2.** charge commissions;
 - 9.3.3.** impose daily financing or rollover fees on open positions; and/or
 - 9.3.4.** charge premiums for Guaranteed Stop Loss orders.

Details of these and other applicable fees and charges are available on our website or upon request through our support service prior to placing an order.
- 9.4.** We may pass on to you any third-party charges that we incur from time to time when borrowing stock or other instruments in the external market for the purpose of hedging a Short Position opened by you with us. Such charges may vary depending on market conditions and the availability of the relevant instrument. We will inform you of any such charges at the time they are incurred or as soon as reasonably practicable thereafter, including through the trading platform, account statements, or other market information.
- 9.5.** The Client shall be responsible for and shall pay to the Company, upon notification, any value added tax or other taxes, duties, levies, contributions or charges that are lawfully imposed by any competent authority in connection with any transaction entered into by the Client or services provided to the Client under these Terms. The Company is entitled to debit the Client's account with any such amounts where applicable and permitted by law. This clause does not apply to any taxes payable by the Company in respect of its own income, profits, or corporate obligations.
- 9.6.** The Company shall have a lien over all funds and financial instruments held in the Client's account, to the extent necessary to satisfy any amounts owed by the Client to the Company under these Terms and Conditions. Before exercising this right, the



Company shall notify the Client of its intention to do so and provide a deadline for settlement. The exercise of such lien shall not require the Client's additional consent, as the Client expressly agrees to this right by accepting these Terms and Conditions.

- 9.7. In the event that the Client fails to pay any amount payable under these Terms and Conditions by the due date, the Company shall be entitled, without prior consent of the Client, to debit the Client's account with the outstanding amount and/or liquidate any of the Client's Financial Instruments, in whole or in part, for the purpose of satisfying such outstanding amount.
- 9.8. By accepting these Terms and Conditions, the Client confirms that the Client has read, understood, and accepted the information made publicly available on the Company's official website, including information relating to commissions, costs, charges, and financing fees applicable to the Client's account.
- 9.9. The Company may change commissions, costs, and financing fees at its discretion. Updated information will be published on the Company's website. The Client is responsible for reviewing this information, especially before placing any orders.

10. ADMINISTRATION FEES FOR OPEN POSITIONS

- 10.1. Where a Client keeps a position open for an extended period of time, the Company may charge an administration fee for maintaining such position.
- 10.2. If an open position is not closed within 15 (fifteen) calendar days, the Company reserves the right, following prior notification via the Platform or other electronic means, to apply an administration fee in respect of that position.
- 10.3. The administration fee is applied on a per-trade basis and is calculated individually for each open position. The fee does not apply to all open positions in aggregate.
- 10.4. The amount of the administration fee may be calculated by reference to the applicable spreads or other trading conditions of the relevant financial instrument, as determined by the Company and disclosed via the Platform or the Company's website.
- 10.5. Administration fees may apply differently depending on the Client's account type, trading instrument, or market conditions, as disclosed from time to time on the Platform or the Company's website.
- 10.6. By maintaining an open position beyond the specified period, the Client acknowledges and agrees to the application of the administration fee in accordance with these Terms.

11. STATEMENTS AND NOTES



- 11.1.** Periodic statements, including details of your cash balance, open positions and any charges applied to your account, will generally be made available to you through the Platform or sent to you electronically. Upon your request, we will also provide a statement relating to any Client Money held by us on your behalf.
- 11.2.** Unless you request otherwise, contract notes and statements will be delivered to you electronically via email or made available through the Platform. We reserve the right to charge a fee for providing contract notes or statements in paper form.
- 11.3.** You are responsible for reviewing all statements and contract notes provided to you and for ensuring their accuracy. If you believe that any statement or contract note is incorrect, whether due to an unauthorized transaction or for any other reason, you must notify us without undue delay.

In the absence of a manifest error, statements and contract notes shall be considered accurate unless we receive a written objection from you within seventy-two (72) hours of the time they are made available to you, or unless we notify you of an error within the same period.

12. PAYMENTS AND WITHDRAWALS

- 12.1.** The Client may deposit funds into their account using the payment methods made available by the Company from time to time. Funds received by the Company will be credited to the Client's account net of any applicable transaction charges. Any fees, commissions, or charges imposed by banks, payment service providers, or other intermediaries in connection with the transfer of funds shall be borne solely by the Client.
- 12.2.** The Company applies reasonable measures to verify the origin of funds deposited by the Client, in accordance with its Anti-Money Laundering and Know Your Customer (AML/KYC) policies. The Client acknowledges that the Company may request additional information or documentation to confirm the source of funds and may delay, restrict, or refuse the processing of deposits where such information is not provided or is deemed insufficient.
- 12.3.** Funds deposited by the Client may be held in one or more accounts maintained with banks or other financial institutions selected by the Company from time to time, in accordance with its internal procedures.
- 12.4.** Client funds are held in accounts designated for client-related transactions and are maintained separately from the Company's own operational accounts. Such accounts may include omnibus accounts where the funds of multiple Clients are held together.



Client funds are used solely for the purpose of facilitating Client trading activities and related transactions and are not treated as the Company's operating capital.

- 12.5.** Unless otherwise agreed in writing between the Parties, any amount payable by the Company to the Client shall be paid only to the Client and through payment methods registered in the Client's name, subject to applicable verification and compliance procedures.
- 12.6.** The Company aims to process withdrawals within 1–2 Business Days, subject to receipt of a valid request; however, processing time may vary depending on internal procedures, including but not limited to verification, compliance checks, and the provision of additional documentation where required.
- 12.7.** If your account shows a positive balance, you may request a withdrawal. However, the Company may withhold or partially withhold any requested payment if:
 - 12.7.1.** your account has unrealized losses; and/or
 - 12.7.2.** the payment would cause your Equity or Free Margin to fall below zero; and/or
 - 12.7.3.** the Client has any outstanding debt or financial obligation owed to the Company; and/or
 - 12.7.4.** the payment is subject to verification, compliance, or security checks, including the provision of additional documentation, which may result in a delay of the withdrawal processing; and/or
 - 12.7.5.** the Company reasonably believes that the profits resulted from abusive, fraudulent, or prohibited trading practices.
- 12.8.** If your account shows a negative balance, the Company may, at its discretion, waive its right to recover such negative balance and reset the balance to zero.
- 12.9.** Without prejudice to Clause 12.7, in the event that the Client's account has a negative balance, the Company may, at its sole discretion and without prior consent, debit funds from the Client's account. This includes the right to debit any amounts due and payable to the Company in accordance with these Terms. In addition, the Client shall be responsible for any reasonable expenses incurred by the Company as a result of the Client's failure to fulfill its payment obligations or breach of these Terms, including, but not limited to, bank charges, transfer fees, legal costs, court fees, and other third-party expenses, which the Company may also debit from the Client's account.



- 12.10.** If we credit funds to your account and later determine that such credit was made in error, we reserve the right to reverse the credit. We may also cancel any trades or close any open positions that were opened or maintained as a result of such erroneous credit.
- 12.11.** Unless we agree otherwise, any withdrawals or other payments to you will be made by bank transfer back to the same funding source you used to deposit, and in your name.
- 12.12.** Any payment you make to us is subject to the following:
- 12.12.1.** Unless we agree otherwise, you must pay in the currency of your account.
 - 12.12.2.** If you pay by debit or credit card, the card must be accepted by us. We may also charge a card handling (administration) fee.
 - 12.12.3.** Unless we agree otherwise, we will credit your account only with the net amount we actually receive after any bank charges, payment processing fees, or other transfer costs have been deducted.
 - 12.12.4.** We do not accept cash payments. We also do not accept payments from third parties (someone other than you), unless we agree to this in advance in writing.
- 12.13.** If your account has a negative balance, you must repay the full amount to us immediately. However, if we are not allowed to recover such amounts from you under applicable rules, we will not seek to collect them.
- 12.14.** We may refuse to process a withdrawal using a particular payment method and ask you to use another method. In this case, we may ask you to submit a new withdrawal request and/or provide additional documents. If the documents are not acceptable or are not provided within a reasonable time, we may cancel the withdrawal and return the amount to your account.
- 12.15.** You are responsible for providing correct payment details. If you provide incorrect details, we are not responsible for any loss, delay, or misdirected transfer of your funds.

13. COMPANY LIABILITY

- 13.1.** The Company shall act in good faith and with reasonable care when executing transactions. However, the Company shall not be liable for any act, omission, misconduct, or fraud of any third party involved in the execution of the Client's orders or transactions, unless such loss is caused by the Company's own negligence or the negligence of its employees.



- 13.2.** The Company shall not be liable for any loss of profit, loss of opportunity, or any decrease in the value of the Client's Financial Instruments resulting from market movements or other factors beyond the Company's control, unless such loss is directly caused by the Company's own negligence or the negligence of its employees.
- 13.3.** If the Company incurs any claims, losses, damages, liabilities, costs or expenses arising out of or in connection with:
- 13.3.1.** the execution of these Terms;
 - 13.3.2.** the provision of the Services;
 - 13.3.3.** the disposal of the Client's Financial Instruments in order to satisfy any amounts owed by the Client; or
 - 13.3.4.** the Client's breach of these Terms or failure to comply with any statements, orders or instructions,
- the Client agrees to fully indemnify and hold the Company harmless against such claims, losses, damages, liabilities, costs and expenses, unless they arise directly as a result of the Company's own negligence or the negligence of its employees.
- 13.4.** The Company shall not be liable for any loss suffered by the Client as a result of any act or omission by the Company, unless such loss arises directly from the Company's own negligence or the negligence of its employees.
- 13.5.** The Company is responsible for ensuring that Client funds received by it are deposited into a bank account designated for this purpose. The Company does not act as a bank and does not guarantee the performance, solvency, or conduct of any bank or financial institution where Client funds are held. Accordingly, the Company shall not be liable for any losses, delays, omissions, negligence, misconduct, or fraud attributable to such bank or financial institution.
- 13.6.** The Company shall not be liable for any loss of the Client's financial instruments or funds where such loss arises from acts or omissions of third parties, including but not limited to banks, payment service providers, or other financial institutions, provided that such loss is not caused by the Company's negligence or wilful misconduct. The Company shall also not be liable for any actions taken or decisions made based on information provided by the Client or otherwise held by the Company, where such information is inaccurate, incomplete, or outdated, until the Company has received proper notification of any changes from the Client.

14. THIRD PARTY RELATIONSHIPS



- 14.1. You agree that we may make payments to third parties who assist in initiating, introducing, maintaining, or supporting a business relationship between you and the Company (or its Affiliates), where such arrangements are intended to enhance the services provided to you. Details of such arrangements will be made available upon request.
- 14.2. The Company confirms that any third parties (whether individuals or legal entities) engaged at its sole discretion for the purpose of assisting or mediating in the execution of orders or the conclusion of transactions for the Client are appropriately qualified and properly trained to perform such services.
- 14.3. Any payments or fees to Affiliates or other third parties will only be made where the Company is satisfied that such arrangements do not conflict with, or impair, its obligation to act in the best interests of the Client.

15. TERM, TERMINATION AND CANCELLATION

- 15.1. These Terms shall enter into force on the Effective Date and shall remain in effect unless and until terminated in accordance with this Section.
- 15.2. Either party may terminate these Terms at any time by giving the other party at least thirty (30) days' written notice.
- 15.3. If you terminate these Terms, you must close all Open Positions. In any event, all Open Positions must be closed no later than twenty-one (21) days after you have given written notice of termination.
- 15.4. After we receive written notice of termination from you, we will no longer accept any Orders to open new positions on your account.
- 15.5. We will close your account only if there are no outstanding amounts owed by you to us. Any losses incurred on your account prior to its closure shall be immediately due and payable by you.
- 15.6. If you withdraw all funds from your account and cease trading without formally closing it, your account will remain inactive until you make a new deposit. Such an account may be classified as a dormant account. In these circumstances, the Company reserves the right to close and terminate dormant accounts.
- 15.7. The Company may terminate these Terms at any time with immediate effect if:
 - 15.7.1. the Client fails to make any payment when it becomes due; or
 - 15.7.2. the Client:



- (a) dies or becomes mentally incapacitated (if an individual); or
- (b) becomes unable to meet their financial obligations as they fall due; or
- (c) becomes subject to bankruptcy, insolvency, administration, receivership or any similar proceedings; or
- (d) enters into any arrangement or composition with creditors, or any similar procedure.

15.8. The Company may terminate these Terms with immediate effect by providing written notice if:

- 15.8.1.** you breach any representation under these Terms or any other agreement between the parties, or any representation proves to have been false or misleading in any material respect at the time it was made; or
- 15.8.2.** you materially breach any provision of these Terms (including the terms applicable to any transaction); or
- 15.8.3.** any transaction or series of transactions, or any realized or unrealized losses on such transactions, cause you to exceed any credit limit, trading limit or other restriction applicable to your account.

15.9. The Company may terminate these Terms with immediate effect if you initiate or file any dispute, claim or chargeback request with a credit card issuer, bank or payment service provider in relation to any payment made to the Company.

15.10. The Company reserves the right to terminate these Terms at any time, with or without cause, by providing written notice to you. Upon such termination, the Company may close any open positions on your behalf at the last available market price and proceed with the permanent closure of your account.

15.11. You agree that the Company may suspend or close your account with immediate effect and without prior notice if any of the following events occur:

- 15.11.1.** you commit a material breach of any provision of these Terms;
- 15.11.2.** you make any material misrepresentation or provide false, inaccurate or misleading information to the Company; or
- 15.11.3.** you fail to provide, within a reasonable timeframe, any information or documentation required by the Company for verification, compliance or due diligence purposes in relation to your Registration Data.



- 15.12.** The Company is entitled to recover from you any direct losses, damages, costs or expenses incurred as a result of your material breach of these Terms.
- 15.13.** If these Terms are terminated due to your default, the Company may close or cancel any of your open positions without prior notice at the last available price quoted on the Platform. If the relevant market is closed, such positions will be closed at the next available price reasonably determined by the Company when the market reopens.
- 15.14.** You acknowledge and agree that if there is insufficient equity in your account to meet the required margin for your open positions, the Company has the right, but not the obligation, to close or partially close any or all of your open positions. The timing, frequency and circumstances of any margin call are not guaranteed and may vary. You should not rely on any past margin calls as an indication that a margin call will be made in the future. Where your equity falls below the required maintenance margin, the Company may, at its sole discretion, allow you additional time to deposit funds or close positions. If no action is taken and sufficient funds are not added within such time (if any), the Company may close some or all of your positions at the price available on the Platform at that time. You acknowledge that such action may result in additional losses. You further acknowledge that it is your sole responsibility to continuously monitor your account, open positions and margin requirements, and to ensure that sufficient funds are maintained at all times.
- 15.15.** Upon termination or cancellation of these Terms, the Company shall return to you the net balance of any funds remaining in your account, subject to the settlement of any outstanding obligations.
- Such net balance shall be transferred either:
- (a) in accordance with your written instructions; or
 - (b) by transfer to the same remitting account previously used by you and notified to us.
- 15.16.** If you fail to provide valid payment instructions within a reasonable period, the Company may, at its sole discretion, transfer the net balance directly to your remitting account as notified to us.
- 15.17.** Any amount remitted to you shall represent the net balance of your account after deduction of:
- (a) any amounts due and payable by you to the Company under these Terms; and
 - (b) any taxes or other amounts which the Company is required to withhold in connection with such payment.



- 15.18.** The rights set out in this Section are in addition to, and do not limit or exclude, any other rights available to a non-defaulting party under these Terms or otherwise.
- 15.19.** Upon expiry, cancellation or termination of these Terms, you shall immediately cease using and accessing the Platform (in any form) and promptly return or destroy all materials provided by the Company, at your own risk and expense.
- 15.20.** Termination of these Terms for any reason shall:
- 15.20.1.** not affect any rights or obligations of either party that have accrued prior to such termination or that relate to any period before termination; and
 - 15.20.2.** not affect any provision of these Terms which is intended, expressly or by implication, to survive termination.
- 15.21.** Any suspension or termination of these Terms shall not affect:
- (a) any outstanding transactions; or
 - (b) any rights or obligations of either party arising from transactions entered into prior to such suspension or termination.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1.** You acknowledge that all intellectual property rights in the Platform are owned by third-party service providers and/or our licensors, and that no ownership rights are transferred to you under these Terms.
- 16.2.** You shall not:
- 16.2.1.** copy, reproduce, modify, translate or create derivative works from the Platform or any part thereof;
 - 16.2.2.** reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Platform, in whole or in part;
 - 16.2.3.** use the Platform in any manner that may damage, impair or infringe the intellectual property rights of the Company, its licensors or third-party service providers. You agree not to knowingly assist any third party in infringing such intellectual property rights.
- 16.3.** All copies of the Platform, and any derivative works thereof (regardless of who created them), together with any associated goodwill and intellectual property rights, are



and shall remain the exclusive property of the Company, its licensors, or third-party service providers, as applicable.

16.4. Unless expressly permitted under these Terms, you shall not:

16.4.1. transfer, distribute, sublicense, or share the Platform or any rights granted to you under these Terms;

16.4.2. separate any part of the Platform or use any part of it independently on any equipment, hardware, or system;

16.4.3. copy, remove, obscure, or destroy any banners, logos, trademarks, or proprietary notices displayed on or contained within the Platform;

16.4.4. enable or permit any unauthorized third party to access or use the Platform;

16.4.5. attempt to reconstruct, decompile, reverse engineer, or otherwise discover any source code, underlying ideas, algorithms, or programming of the Platform by any means;

16.4.6. allow others to use the Platform for the benefit of third parties;

16.4.7. bypass, disable, or work around any technical limitations, safeguards, or restrictions built into the Platform, or use any tools to enable features or functions that are otherwise disabled;

16.4.8. use similar processes, features, or functionalities to develop, create, or support competing products, services, or platforms;

16.4.9. use the Platform or any Financial Data for any fraudulent, deceptive, inappropriate, or unlawful activity, including, without limitation, impersonation or misrepresentation.

17. REGISTRATION DATA

17.1. To access and use the Platform, you must complete the registration process by providing accurate, complete, and up-to-date registration data as requested by the Company.

17.2. You agree and undertake to:

17.2.1. provide true, accurate, current, and complete registration data as required during the registration process; and



- 17.2.2.** promptly update your registration data to ensure it remains accurate and complete, by notifying us of any changes through the Platform, email, or any other method accepted by the Company.
- 17.3.** We may carry out various checks, including but not limited to identity verification, fraud prevention procedures, and reviews of your current and past trading or investment activity, as we consider appropriate. Your registration data and other relevant information may be used for the purposes of anti-money laundering, fraud prevention, regulatory compliance, and the administration and management of your account. By accepting these Terms, you authorize us to use your registration data and other information to perform such checks in connection with your application and ongoing relationship with us. We, or third parties acting on our behalf, may share your information with our group companies, service providers, regulatory authorities, or law enforcement agencies, where necessary. All personal data will be processed in accordance with our Privacy Policy.
- 17.4.** We reserve the right to request additional or updated documentation and/or information from you from time to time in order to ensure that our records remain accurate and up to date. This does not relieve you of your obligation to promptly notify us of any changes to your personal or financial circumstances.
- 17.5.** You acknowledge that your application will not be approved until all required registration data and identification and verification documents have been received and all checks have been completed to our satisfaction. Until the client acceptance process is finalized, you will only have access to a demonstration account. For the avoidance of doubt, submission of all requested documents does not guarantee acceptance, and we reserve the right to reject your application at our discretion.
- 17.6.** If we become aware of any suspected illegal activity, misrepresentation, or other irregularity in the registration data, we may, acting reasonably, suspend your account. In such circumstances, we may be legally restricted from releasing funds or accepting further instructions from you. We also reserve the right to cancel any trades if you are in breach of this section.
- 17.7.** Each time you enter into a transaction with the Company, you represent and confirm that:
- 17.7.1.** all information you have provided to us, whether as part of your registration data or at any time thereafter, is true, accurate and complete in all material respects;
- 17.7.2.** you agree to be bound by these Terms;



17.7.3. you have read, understood and accepted these Terms, together with the Account Opening Agreement, Anti-Money Laundering (AML) Policy, Client Categorization Policy, Conflicts of Interest Policy, Risk Disclosure, Complaints Procedure, Order Execution Policy and Privacy Policy;

17.7.4. if you are an individual, you are at least 18 years of age;

17.7.5. you are acting on your own behalf and as principal when entering into each transaction;

17.7.6. you do not possess any non-public or inside information relevant to the transaction, and the transaction is not entered into for the purpose of creating any false or misleading impression in the market or in relation to the underlying instruments; and

17.7.7. you are duly authorized and entitled to place each trade.

17.8. We will engage with you at all times on an execution-only basis. We do not provide advice on the merits or suitability of entering into these Terms, nor do we provide tax, legal or investment advice. If you have any doubts or questions regarding these Terms, you should seek independent professional advice before accepting them.

18. CONFIDENTIALITY

18.1. The Company's obligations regarding Client confidentiality, as set out in the Privacy Policy, shall not apply where disclosure of information is required by applicable law, by a court of competent jurisdiction, or by any governmental, regulatory or supervisory authority lawfully requesting such information.

18.2. Where disclosure is required, and to the extent not prohibited by law or by an order of a court or regulatory authority, you shall promptly notify us and consult with us in advance regarding the timing and content of such disclosure.

19. PRIVACY POLICY

19.1. We collect, process and use your personal data in accordance with our Privacy Policy, which forms an integral part of these Terms and is available on our Website.

19.2. By entering into these Terms, you provide us with personal information and consent to the processing of such information for the purposes of:

(a) providing the Services;



- (b) fulfilling our obligations under these Terms; and
- (c) managing and maintaining the business relationship between you and us.

You acknowledge and agree that, for these purposes, we may share your personal data with third parties acting on our behalf, and we may also use such data for internal analysis and to improve our products and services, in each case in accordance with our Privacy Policy.

20. FORCE MAJEURE EVENTS

20.1. We may, acting reasonably, determine that a Force Majeure Event has occurred. A Force Majeure Event includes any event or circumstance beyond our reasonable control which prevents or materially disrupts the normal operation of the Platform, the orderly execution of transactions, or the maintenance of a fair market.

Such events include, but are not limited to, the following:

- 20.1.1.** any act, event or occurrence, including but not limited to strikes, riots, civil disturbances, acts of terrorism, war, industrial action, or the acts, decisions or regulations of any governmental, regulatory, or supranational authority, which in our reasonable opinion prevents us from maintaining an orderly market in one or more financial instruments offered on the Platform;
- 20.1.2.** the suspension, closure or disruption of any exchange or market, or the nationalization, government intervention, abandonment, failure, or material change affecting any instrument on which our prices or services are based, including the imposition of limits, special conditions or unusual trading terms;
- 20.1.3.** the occurrence of extreme or abnormal movements in the price or value of any instrument, or our reasonable anticipation that such movements are likely to occur;
- 20.1.4.** any failure, malfunction or interruption of transmission, communication, computer systems, electronic trading infrastructure, power supply or telecommunications services; or
- 20.1.5.** the failure or inability of any liquidity provider, financial institution, intermediate broker, agent, dealer, exchange, clearing house, custodian, sub-custodian, or regulatory or self-regulatory organization to perform its obligations for any reason.



- 20.2.** If we reasonably determine that a Force Majeure Event exists, we may, without prior notice and at any time during the continuance of such event, take one or more of the following actions, acting reasonably and in good faith:
- 20.2.1.** amend your margin requirements, which may require you to provide additional margin;
 - 20.2.2.** close any or all of your open transactions at prices which we reasonably consider appropriate in the circumstances;
 - 20.2.3.** suspend, vary or modify the application of all or any part of these Terms to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply with them;
 - 20.2.4.** change the trading hours applicable to any transaction or instrument; or
 - 20.2.5.** cancel or void any open transactions in affected instruments where we reasonably determine that such action is necessary as a result of the Force Majeure Event.
- 20.3.** You agree that we shall not be liable to you or to any third party for any loss or damage arising as a result of a Force Majeure Event. In such circumstances, each party shall be released from liability for any failure, delay, partial or improper performance of its obligations under these Terms, to the extent that such failure or performance is directly caused by the Force Majeure Event.

21. DORMANT ACCOUNTS

- 21.1.** If there is no activity on your account for a continuous period of six (6) calendar months, including but not limited to logging in, deposits, withdrawals, or trading activity, your account will be classified as “Dormant”.
- 21.2.** Any funds held in a Dormant Account shall continue to be treated as Client Money and will remain subject to the same safeguards, controls and protection measures applied by the Company to Client Funds.
- 21.3.** Once your account is classified as Dormant, it will remain inactive until you log in to your account or otherwise request reactivation.
- 21.4.** The Company reserves the right, at its discretion, to:
- (a) request additional information or documentation from you in order to reactivate a Dormant Account; and/or



(b) close a Dormant Account in accordance with these Terms.

22. NOTICE

- 22.1.** You acknowledge and agree that the Company may communicate with you by email, SMS, telephone, letter or other appropriate means for operational, contractual or regulatory purposes.
- 22.2.** You agree to receive telephone calls from the Company at the most recent telephone number provided by you. Upon your request, the Company will make reasonable efforts to reschedule such calls to a different date and/or time.
- 22.3.** You agree that the Company may record telephone conversations with you and that such recordings may be used as evidence of communications, instructions or requests, where permitted by law.
- 22.4.** You acknowledge that Company representatives will not provide investment advice and will never request sensitive information such as passwords or payment method details.
- 22.5.** Telephone communication is not a guaranteed service, and no assumptions should be made regarding the frequency or purpose of such calls. You may request not to receive telephone calls by contacting Customer Support.
- 22.6.** Any notice or communication shall be deemed received as follows:
- (a) electronic communications — on the next Business Day after transmission;
 - (b) telephone communications — upon completion of the call;
 - (c) courier or registered mail — upon delivery, or attempted delivery where receipt is refused.
- 22.7.** Either party may change its contact details by notifying the other party in accordance with this Section.

23. DISPUTE RESOLUTION

- 23.1.** Any dispute, controversy or claim arising between the Client and the Company in connection with these Terms shall, in the first instance, be resolved through good-faith negotiations between the parties.



23.2. If the dispute cannot be resolved through negotiations within a reasonable period of time, the Client shall have the right to submit a formal complaint in accordance with the Company's Complaints Procedure Policy.

23.3. The submission, handling and review of complaints shall be conducted in accordance with the Complaints Procedure Policy available on the Company's website.

24. APPLICABLE LAW AND JURISDICTION

24.1. These Terms shall be governed by and construed in accordance with the laws of Saint Lucia.

24.2. Without prejudice to the foregoing, the Company reserves the right to bring proceedings against the Client in any court of competent jurisdiction where the Client resides, carries on business, or holds assets, to the extent permitted by applicable law.

24.3. Any legal proceedings arising out of or in connection with these Terms may be served on the Client at the address provided at the time of account registration or at any updated address notified to the Company. This shall not limit the Company's right to effect service in any other manner permitted by law.

25. LIMITATION OF LIABILITY

25.1. You shall be responsible for any losses, liabilities, damages, or costs incurred by the Company as a direct result of:

(a) your failure to comply with or perform any obligation under these Terms;

(b) any transaction carried out through your account; or

(c) any false, inaccurate, or misleading information or declaration provided by you to the Company or to any third party in connection with these Terms.

This responsibility includes any reasonable legal, administrative, investigative, or enforcement costs incurred by the Company, including costs related to legal proceedings or the engagement of third-party debt collection services for the recovery of amounts owed by you.

25.2. The Company shall not be liable to you for any loss, damage, cost, or expense:

25.2.1. unless and to the extent that such loss arises as a direct result of the Company's negligence or willful misconduct;



- 25.2.2.** for any indirect, incidental, special, or consequential loss or damage, including (without limitation) loss of profit, loss of business, or loss of opportunity, arising out of or in connection with these Terms or any transaction; or
- 25.2.3.** for any loss resulting from any error, omission, or inaccuracy in any order or instruction which is given by, or appears to be given by, an authorized person acting on your behalf.
- 25.3.** Nothing in this Section will exclude, limit or restrict either party's liability for fraud or fraudulent misrepresentation committed by that party (or its officers, agents or employees).
- 25.4.** You acknowledge that the platform has not been developed to meet your individual needs, and it is your responsibility to ensure that the platform's features and functions are suitable for your purposes.
- 25.5.** You acknowledge that the platform may not be free of bugs or errors and you agree that the existence of any minor errors shall not constitute a breach of any of the terms.
- 25.6.** These terms set out the full scope of our obligations and liabilities in relation to the platform. No other conditions, warranties, representations, or terms shall apply unless expressly stated in these terms.
- 25.7.** You agree to indemnify and hold the Company harmless against any liabilities, losses, damages, costs or expenses incurred by the Company as a direct or indirect result of:
- (a) your breach of these terms;
 - (b) any incorrect, incomplete or unclear instructions provided by you;
 - (c) any act or omission of any person authorized by you to act on your behalf; or
 - (d) the Company exercising its rights under these terms,
- unless such liabilities arise directly from the Company's negligence or willful default.
- You further agree to indemnify the Company against any losses incurred as a result of the Company acting on any instruction that is, or reasonably appears to be, given by an authorized person.
- You shall promptly reimburse the Company for all damages, costs and expenses incurred in enforcing these terms or any other agreement between you and the Company, including reasonable legal fees and administrative costs.



To the extent permitted by law and unless caused by the Company's negligence or willful default, the Company shall not be liable for and is released from any claims arising out of:

- 25.7.1. any delay, failure or error by you in implementing any reasonable instruction provided by the Company;
- 25.7.2. any inaccurate or incomplete instructions received from you; or
- 25.7.3. any reliance by you or any third party with access to your account on financial data provided on a best-efforts basis, whether for trading purposes or otherwise.

Where any claim is made against the Company to which this indemnity applies, the Company shall notify you promptly in writing and allow you, at your own expense, to participate in the defense of such claim. You shall not settle or compromise any such claim without the Company's prior written consent.

26. DISCLAIMER

26.1. The Platform is provided on an "as is" and "as available" basis. We do not warrant or guarantee that:

- 26.1.1. the Platform will meet your individual requirements or expectations;
- 26.1.2. your hardware, software, or internet connection will be compatible with the Platform;
- 26.1.3. the use of the Platform will be uninterrupted, secure, timely, or error-free;
- 26.1.4. we will be able to prevent disruptions caused by third parties;
- 26.1.5. any errors or defects in the Platform will be corrected; or
- 26.1.6. all bugs or technical issues in the Platform will be identified or resolved.

26.2. Alert messages are transmitted through public telecommunications networks. You acknowledge and agree that we do not guarantee that your communication devices, software, or network connections are compatible with, or capable of receiving, such alert messages. We do not warrant that alert messages will be delivered in a timely manner, or at all, nor that you have correctly configured or enabled the alert message functionality on your device. If you choose two (2) or more methods for receiving alert messages, we reserve the right, at our sole discretion, to send such messages via one or more of the selected methods.



- 26.3.** To the extent permitted under applicable law, we shall not be liable for any loss, damage, cost or liability arising from or relating to any of the following:
- 26.3.1.** any interruption, failure, delay or disruption of your internet connection or other communication systems;
 - 26.3.2.** any loss of, damage to, or corruption of your data or records, whether stored on the platform or elsewhere, or any failure by you to maintain appropriate back-ups;
 - 26.3.3.** any security breach, in whole or in part, resulting from third-party software, hardware, networks or services, or from events beyond our reasonable control;
 - 26.3.4.** any security-related services or measures that we may provide voluntarily and outside the scope of these Terms; or
 - 26.3.5.** any use of the platform that is not in strict compliance with these Terms or with any technical documentation, guidelines or instructions provided or made available by us, including via our Website.
- 26.4.** With respect to any financial data or other information provided to you by us or by any third-party service provider in connection with your use of the Platform:
- 26.4.1.** unless such inaccuracy or incompleteness is directly caused by the Company's negligence, neither we nor any such third-party provider shall be responsible or liable for any inaccuracies or omissions in such data or information;
 - 26.4.2.** unless directly caused by the Company's negligence, neither we nor any such provider shall be responsible or liable for any actions taken or not taken by you in reliance on such data or information;
 - 26.4.3.** you shall use such data or information solely in accordance with, and for the purposes set out in, these Terms;
 - 26.4.4.** such data or information is proprietary to us and/or to the relevant third-party providers, and you shall not retransmit, redistribute, publish, disclose or otherwise make available such data or information, in whole or in part, to any third party, except where required by applicable regulations; and
 - 26.4.5.** you shall use such data or information only in compliance with these Terms and any applicable laws and regulations.

27. REPRESENTATIONS AND WARRANTIES



- 27.1.** You represent, warrant and agree that each of the representations and warranties set out below is true, accurate and complete, and is deemed to be repeated each time you open or close a transaction, by reference to the circumstances prevailing at that time, that:
- 27.1.1.** all information provided by you to us in your application form and at any time thereafter is true, accurate and complete in all material respects;
 - 27.1.2.** you are duly authorized to enter into these Terms, to open and close transactions and to perform your obligations hereunder, and have taken all necessary actions to authorize such execution and performance;
 - 27.1.3.** you enter into these Terms and conduct all transactions solely as principal and not as agent or representative of any other person;
 - 27.1.4.** any person acting on your behalf in relation to transactions is duly authorized to do so, and where you are a company, partnership or trust, the person entering into these Terms on your behalf has full authority;
 - 27.1.5.** you have obtained all necessary governmental, regulatory or other consents required in connection with these Terms and with opening and closing transactions, and such consents remain valid and in full force;
 - 27.1.6.** the execution, delivery and performance of these Terms and each transaction does not violate any applicable law, regulation, agreement or obligation binding upon you or affecting your assets;
 - 27.1.7.** except where otherwise agreed by us, you will not transfer funds to or from your account with us to any bank account other than the one specified during account opening;
 - 27.1.8.** if you are an employee or contractor of a financial services firm or any entity subject to restrictions on personal trading, you have disclosed all applicable restrictions to us;
 - 27.1.9.** you will use our bid and offer prices solely for your own trading purposes and will not redistribute such prices to any third party;
 - 27.1.10.** you will use our services in good faith and will not employ any electronic devices, software, algorithms, trading strategies, arbitrage practices or other techniques (including latency abuse, price manipulation or similar practices) designed to manipulate, exploit or gain an unfair advantage from the Platform, the Software, or our pricing mechanisms;



- 27.1.11. you shall not use any automated trading systems, expert advisors or similar tools except as expressly permitted by the Company;
- 27.1.12. you shall not submit or request information in a manner that may reasonably be expected to overload, disrupt or impair the Software or Platform;
- 27.1.13. you shall not attempt to reverse engineer, decompile or otherwise interfere with the Software, the Platform, the Website or any mobile application;
- 27.1.14. you shall promptly provide any information reasonably required by us to comply with our regulatory, legal or operational obligations; and
- 27.1.15. you shall not engage in any transaction or place any order that constitutes insider dealing, market manipulation or otherwise violates applicable laws or regulations.

27.2. Except in cases of our misconduct, willful default or negligence, we do not give any warranties or guarantees regarding the availability, performance or functionality of our Website(s), the Platform, the Software or any related systems, nor as to their suitability for any specific purpose or for use with any particular equipment.

27.3. Any breach by you of any representation or warranty under these Terms shall render any affected transaction voidable from the outset and entitles us, acting reasonably and at our discretion, to close such transaction at our prevailing prices.

27.4. Where we have reasonable grounds to suspect that you have breached any representation or warranty under these Terms, we reserve the right, acting reasonably and at our discretion, to render any affected transaction voidable from the outset or to close such transaction at our prevailing prices. This action shall remain in effect unless you provide evidence satisfactory to us demonstrating that no such breach has occurred. For the avoidance of doubt, if you fail to provide such evidence within three (3) months from the date on which we take action under this clause, all affected transactions shall be deemed final, binding and without further effect between you and us.

28. RECORDS

28.1. Our records shall be considered accurate and may be used as evidence of your dealings with us in connection with the Platform, unless you can demonstrate that such records are incorrect. You acknowledge that you are responsible for maintaining your own records and agree that you will not rely on us to keep records on your behalf.



28.2. While we may, at our discretion, make records available to you upon request, you agree not to challenge the use or admissibility of such records in any legal, regulatory or administrative proceedings where they are relied upon as evidence.

29. RELATIONSHIP BETWEEN THE PARTIES

29.1. You will enter into each transaction with us as a principal and not as an agent or representative of any third party. Unless we expressly agree otherwise in writing, we will treat you as our Client for all purposes, and you will be solely and personally responsible for complying with your obligations in respect of each transaction you enter into. If you act on behalf of, or in connection with, another person, whether or not you disclose their identity to us, we will not recognize that person as our client and will owe no duties or obligations to them, unless a separate written agreement has been expressly agreed with us.

29.2. All dealings between you and us shall be conducted on an execution-only basis and in accordance with our Order Execution Policy, unless we have expressly agreed otherwise with you in writing. We do not provide, and will not provide, any advice regarding the merits, risks, or suitability of any transaction.

29.3. You acknowledge and agree that, unless expressly stated otherwise in these Terms, we are under no obligation to monitor your transactions or to provide you with any advice, recommendations, or warnings regarding the status or performance of any transaction.

29.4. You acknowledge and agree that, in respect of all dealings conducted by you on the Platform, you rely solely on your own judgment when deciding whether to open, close, or refrain from opening or closing any transaction. Except in cases of the Company's negligence or willful misconduct, we shall not be liable for any losses suffered by you, including but not limited to indirect losses, loss of opportunity, or loss of anticipated profits arising from your trading activities. We shall not be responsible for any costs, expenses, or damages incurred by you as a result of inaccuracies, delays, or errors in any information provided to you on an indicative or best-efforts basis, including information relating to your transactions with us. Any financial data or market information provided to you is supplied for informational purposes only, for your convenience, and does not constitute financial, investment, or trading advice.

29.5. Subject to our right to void or close any transaction under the specific circumstances expressly set out in these Terms, any transaction you enter into following any inaccuracy, delay, or error shall remain valid, binding, and enforceable in all respects between you and us.



29.6. Before commencing trading with us, you acknowledge and confirm that you are fully aware of all spreads, fees, commissions, interest charges, and any other costs applicable under these Terms. You further acknowledge that such charges may reduce your account balance, affect your net profits (if any), or increase your net losses.

30. SEVERABILITY

30.1. If any provision of these Terms is held to be invalid or unenforceable by a court or other competent authority, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

31. ADDITIONAL SERVICES

31.1. You acknowledge and agree that the Company may provide access to the platform and related services to other clients or third parties, and that nothing in these Terms shall restrict or limit the Company from doing so.

32. WAIVER

32.1. Any failure or delay by the Company or the Client in exercising any right or remedy under these Terms shall not be considered a waiver of that right or remedy. A waiver of any breach of these Terms shall not be treated as a waiver of any subsequent breach and shall not affect the validity or enforceability of the remaining provisions of these Terms.

33. ASSIGNMENT

33.1. You may not assign, transfer, or otherwise dispose of any of your rights or obligations under these Terms, whether permanently or temporarily, and whether by law or otherwise, without our prior written consent.

33.2. You acknowledge and agree that we may assign or transfer our rights and obligations under these Terms to any successor in connection with a merger, reorganization, or transfer of all or substantially all of our business or assets, without your prior consent. These Terms shall be binding upon and shall benefit the parties and their respective successors. No rights or remedies are intended to be conferred on any third party.



34. CONFLICTS OF INTEREST

34.1. We provide the Platform for trading services and may, in the course of our business, face situations where a conflict of interest could arise between us and our Clients or between different Clients. We take reasonable steps to identify, manage, and, where appropriate, disclose such conflicts in a fair and transparent manner.

34.2. Further information on how we identify, manage, and disclose conflicts of interest is set out in our Conflict of Interest Policy, which forms an integral part of these Terms and is available on our Website.

35. AMENDMENTS

35.1. We reserve the right to amend these Terms from time to time.

35.2. We may amend these Terms for reasons including, but not limited to, the following:

35.2.1. where we reasonably consider that an amendment improves the clarity, structure, or understanding of these Terms;

35.2.2. to reflect:

(a) the introduction of a new service or facility;

(b) the modification or replacement of an existing service or facility;

(c) the withdrawal of a service or facility that has become obsolete, is no longer widely used, has not been used by you during the previous twelve (12) months, or has become impractical or excessively costly for the Company to provide;

(d) any changes relating to the operation, scope, or availability of services or facilities offered by the Company to the Client;

35.2.3. to enable the Company to make reasonable changes to the services provided to the Client as a result of changes in:

(a) the banking, investment, or financial systems;

(b) technology; or

(c) the systems, platforms, or infrastructure used by the Company to conduct its business or provide the services under these Terms;



- 35.2.4.** where any provision of these Terms is or becomes inconsistent with applicable laws or regulations, the Company may amend such provision to the extent necessary to ensure compliance with those laws or regulations.
- 35.3.** The Company shall provide you with prior notice of any amendments to these Terms. However, where amendments are required to reflect changes in applicable laws or regulations, such amendments may take effect immediately where necessary. If you do not agree with any amendment to these Terms, you may request termination of your agreement in accordance with these Terms. Continued use of the Platform following the effective date of an amendment shall constitute acceptance of the amended Terms.
- 35.4.** Any amended version of these Terms shall supersede all previous versions and any prior agreements between the parties relating to the same subject matter. Such amended Terms shall govern all positions and transactions opened after the effective date of the amendment, as well as any positions or transactions that remain open on that date.