

# **General Conditions of Service**

## GLOSSARY:

**Account:** A unique and individual portfolio established under a *Client's* identity, used for managing trading activities, assets, and service interactions on the *Company's* platform.

**Account Credit and Refund Procedure:** A distinct *Company* policy that details the procedures and conditions under which a *Client* may request the return of funds deposited into their trading account, subject to the *General Conditions of Service*.

**Active Position:** A fully executed buy or sell transaction that remains open and is subject to real-time market price movements until manually or automatically closed.

**Affiliate Partner:** Any individual or legal entity enrolled in the *Company's* affiliate initiative and entitled to remuneration under defined periodic agreements.

**Agreement:** This *T&C* document, including all annexes, attachments, and incorporated policies, which together constitute the full understanding between the *Client* and the *Company*.

**Annual Yield Conversion:** The standard method of expressing the return on investment or financial instrument on an annualized basis.

**Applicable Statutory Framework:** All enforceable laws, governmental regulations, directives, and compliance obligations relevant to the *Company's* business operations.

**Ask Rate:** The quoted lowest price at which an asset or instrument is offered for purchase by the market.

**Averaging Strategy:** A trading method where additional units of an asset are purchased at intervals in response to price changes, to influence the average entry price of the position.

**Available Balance:** The remaining funds in a *Client's* account not allocated to open trades and accessible for withdrawal or new transactions.

**Base Currency:** The principal currency in a quoted currency pair, used as a standard for valuation.

**Bid Rate:** The highest price a buyer is willing to pay for a financial instrument at a given moment.

**Bonus Credit:** A non-withdrawable incentive capital allocated by the *Company* to a *Client's* account, subject to specific trading conditions.

**Business Operating Day:** A day recognized by the *Company* as a working day for operational and trading activities, typically Monday to Friday, 00:00–23:59 *GMT+2 (DST GMT+3)*.

**Buy Limit Order:** A conditional purchase instruction that triggers only when the market price is equal to or below a predetermined limit.

**Buy Stop Order:** A pending purchase instruction set to activate when the market price surpasses a designated threshold.



**Capital Contribution:** The funds initially deposited by a *Client* to initiate or support trading activities on the *Company's* platform.

**Capital Appreciation:** The gain realized when the market value of an investment exceeds its original cost.

**Capital Depreciation:** The loss incurred when the current market price of an investment falls below its initial purchase value.

**Client:** An individual or entity whose account registration with the *Company's* platform and website (**moonetrix.com**) has been successfully verified and approved.

**Commission Fee:** A transaction-based charge imposed by the *Company* for executing financial operations on behalf of the *Client*.

**Company:** Refers to **MOONETRIX**, including all its directors, officers, agents, and affiliated personnel authorized to provide services.

**Compliance Policy Suite:** A series of *Company* policies, including but not limited to *Policy on Combating Money Laundering and Terrorism Financing*, *KYC*, *Acknowledgment and Disclosure of Risks*, and *Conflict-of-Interest Governance Framework* policies, which govern the legal and ethical interaction with *Clients*.

**Confidential Login Credentials:** The authentication data assigned to the *Client's* account to safeguard access and security.

**Conflict-of-Interest Governance Framework:** A separate governance document detailing the procedures followed when potential divergence arises between the interests of the *Client* and the *Company* or its employees.

**Contractual Agreement:** Any formal arrangement, written or verbal, enacted between the *Client* and the *Company* involving a service, product, or trade execution.

**Contrarian Positioning:** A trading approach characterized by actions contrary to prevailing market sentiment.

**Counterparty Entity:** An external organization such as a bank or *Payment Service Provider (PSP)* engaged by the *Company* to process financial transactions.

**Credit Facility:** Trading capital extended to the *Client* under specific terms, intended for temporary trading use and subject to repayment.

**Currency:** A government-backed legal tender utilized as a medium of exchange within the global financial markets.

**Currency Pair:** A financial notation expressing the exchange rate relationship between two currencies, for instance, *EUR/USD*.



**Day Trading Activity:** The practice of opening and closing financial positions within the same trading session by a *Client*.

**Derivative Product:** A tradable financial contract whose valuation is dependent on an underlying asset or benchmark.

**Deposit Transaction:** The act of adding funds into a *Client's* trading account for the purpose of market engagement.

**Digital Communication:** Any form of correspondence between the *Client* and *Company* conducted via electronic means.

**Digital Trading Interface:** The software environment supplied by the *Company* enabling *Clients* to manage trades, monitor the market, and perform account functions.

**Electronic Consent:** A method by which the *Client* authorizes *Company* documents or terms using secure digital acknowledgment.

**Electronic Services:** Tools, systems, or interfaces provided through the internet by the *Company* to deliver trading capabilities and related services.

**Equity:** The total value of funds in the *Client's* trading account, including the balance plus or minus any unrealized profits or losses.

**Equity Valuation:** The net value of the *Client's* account, factoring open positions, floating *P&L*, and the account balance.

**Exchange Rate Exposure:** The potential impact on a position's value due to fluctuations in foreign currency exchange rates.

**Execution:** The process of completing a trade order on the *Company's* trading platform, including the confirmation of trade price and volume.

**Execution and Order Handling Policy:** A formal policy describing how the *Company* processes, prioritizes, and fulfills trade orders.

**Financial Assets:** Any instrument, including but not limited to *CFDs*, currencies, commodities, indices, and equities, made available by the *Company* for trading.

**Floating Gain:** The unrealized profit from an open trade based on current market conditions.

**Floating Loss:** The unrealized deficit from an open position, subject to change depending on market fluctuations.

**Forecasting:** The analytical prediction of future price behavior using historical and technical market indicators.

**Formal Complaints and Conflict Resolution Procedure:** A standalone policy defining how the *Company* addresses and resolves *Client* grievances.



**Free Equity Margin:** The portion of account equity available to open new positions, calculated as *Equity* minus *Used Margin*.

**Fund Holdings:** The entirety of monetary assets held or deposited in the *Client's* trading account.

**General Conditions of Service:** This document, along with any supplementary terms and referenced documents, forms the complete and binding agreement between the *Company* and the *Client*.

**Hedging:** The practice of opening one or more positions to offset potential losses in another position, reducing overall risk.

**Hedging Mechanism:** A strategy implemented to offset exposure to potential losses through opposing market positions.

**Index Benchmark:** A composite metric representing the performance of a specific market segment or sector.

**Information Privacy and Security Policy:** A separate *Company* policy describing the collection, use, storage, and protection of *Personal Data*, in compliance with relevant laws.

**Intellectual Property Entitlements:** Rights owned by the *Company* over all proprietary content, tools, and trademarks offered or displayed.

**Instruction Request:** A directive issued by the *Client* to the *Company* regarding account management or transaction execution.

**Know Your Client (KYC) Process:** The regulatory and internal procedures the *Company* follows to authenticate and verify a *Client's* identity.

**Leverage:** The use of borrowed funds by the *Client* to increase the size of a trading position beyond the amount of capital in their account.

**Leverage Ratio:** The proportional relationship between the capital used and the exposure achieved through borrowed funds.

**Liquidity:** The ability of the market to facilitate the buying or selling of an asset without causing a significant impact on its price.

**Long Market Position:** A trade where the *Client* has purchased an asset with the expectation of a future price increase.

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

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



**Margin Call Level:** The specified threshold at which the *Client* must deposit additional funds to avoid the liquidation of open positions.

**Margin Level:** The ratio of available funds in the *Client's* account to the *margin* required to maintain open positions, usually expressed as a percentage.

**Market:** Any regulated or public platform where financial instruments, assets, or contracts are traded.

**Market Price Difference:** The difference between the *ask* price and *bid* price of a financial instrument, reflecting the market spread.

**Opening Price and Closing Price:** The price of a financial instrument or asset at the start and end of a trading session, respectively.

**Open Position or Open Trade:** A position that has been initiated but remains active on the *Client's* account until it is closed.

**Order:** The *Client's* instruction to execute a trade, transaction, or investment based on specific terms, which may be canceled unless otherwise stated.

**Party:** Refers to either the *Company* or the *Client*, or both collectively depending on the context.

**Pending Order:** An order placed by the *Client* to execute a trade at a future time or when certain price conditions are met.

**Personal Data:** Any information that identifies or can identify a *Client* or user, including contact details and other personal information collected by the *Company*.

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

**Position:** A market commitment made by the *Client* to buy or sell a financial instrument, remaining open until closed or offset.

**Principal:** The individual or entity on whose behalf an agent acts, including the *Client* as principal for all activities within their trading account.

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

**Refund:** The policy outlining the process by which the *Client* may request reimbursement of deposited funds, including applicable terms and conditions.

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

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

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



**Share(s):** A unit of ownership in a corporation or financial asset, conferring proportional rights to profits and assets.

**Short Position:** A market position taken by selling a financial asset anticipating a price decline, allowing repurchase at a lower price.

**Slippage:** The difference between the expected price of a trade and the actual price at which the trade is executed, often occurring during periods of high volatility.

**Spread:** The difference between the *bid* price and *ask* price of a financial instrument, representing the cost of trading.

**Stock(s):** Financial instruments representing partial ownership in a company, entitling shareholders to a portion of profits and assets.

**Stock Symbol:** A unique letter-based identifier assigned to a particular security or stock traded on the market.

**Stop Loss:** A risk management order set to automatically close a position at a specified price to limit losses.

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

**Stop-out Level:** The specified *margin* level triggering automatic position closure to prevent a negative account balance.

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

**Swap-Free Account:** A trading account type where no *swap* or rollover interest is charged or credited on overnight positions, often offered to comply with certain religious or ethical requirements.

**Take Profit:** An order that automatically closes a position once a predefined profit target is reached.

**Trading Account History Report:** A concise statement summarizing all operations, transactions, activities, and fund balances associated with the *Client's* trading account.

**Trading Account or Platform Account:** The *Client's* registered account with the *Company* used to execute trades, manage transactions, and access *Services*.

**Trailing Stop:** A type of *stop loss* order that adjusts automatically as the market price moves in favor of the *Client's* position, helping to lock in profits.

**Transaction:** Any activity involving financial instruments, including buying, selling, transferring, withdrawing funds, and executing market orders.



**Volatility:** The degree of price variation of a financial instrument, typically measured by standard deviation, indicating risk or market uncertainty.

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

**Withdraw(al):** The act of requesting the transfer of funds or profits from the *Client's* trading account to a designated bank account or other recipient as instructed by the *Client*.

## General Conditions of Service

### Important Legal Notice: Effective July 31, 2025

These General Conditions of Service govern your access to and use of the services provided by MOONETRIX, a regulated entity operating under applicable laws, through its official website at <https://moonetrix.com>. **By using the Website, you acknowledge that you have read, understood, and agreed to be legally bound by these General Conditions of Service.**

### PART A: BACKGROUND, APPLICABILITY, AND LEGAL AUTHORITY

#### SECTION 1.1: DEFINITION OF THE PARTIES TO THIS AGREEMENT

##### Subsection 1.1.1: Scope of the Agreement

This document, formally known as the General Conditions of Service (the "T&C"), establishes the overarching framework governing the Client's access to and use of the services, platforms, tools, and resources provided by **Moonetrix**, which is managed and operated by **Platformania Limited** (also referred to as the "Company," "the Service Provider," "We," "Us," "Our," or "<https://moonetrix.com>"). The Company is duly incorporated pursuant to **Section 5 of the Business Corporations Act under the laws of the Republic of the Marshall Islands**, with corporate **Registration Number 133426** and having its registered office at **Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960**.

##### Subsection 1.1.2: Client Representation and Consent

By acknowledging and accepting these T&C, the individual or entity becomes a recognized Client of the Company (hereinafter referred to as "Client," "Customer," "User," "You," "Your," "He/She," or "His/Her" as applicable). Acceptance of this Agreement affirms that the Client



understands, agrees to, and shall adhere to the rules, responsibilities, and limitations stated herein.

The Client warrants that they possess the legal capacity and authority to enter into this Agreement and that no legal or regulatory restrictions prohibit them from engaging in transactions or services offered by the Company.

### **Subsection 1.1.3: Legal Effect and Binding Nature**

Upon acceptance, this Agreement becomes legally binding and enforceable on both Parties. It serves as the primary legal framework that governs the relationship between the Company and the Client, and shall prevail in the event of any dispute, misunderstanding, or legal proceeding arising out of or in connection with the use of the Company's services.

This T&C supersedes all prior discussions, representations, or agreements—oral or written—between the Parties regarding the subject matter herein.

### **Subsection 1.1.4: Governing Language**

This Agreement has been drafted in English, which shall serve as the governing and authoritative language in all interpretations, legal proceedings, and translations. Any translated versions of this Agreement are provided for convenience only and shall not be legally binding.

## **SECTION 1.2: DEFINITION OF THE AGREEMENT**

This document, officially titled the General Conditions of Service (the "T&C"), serves as the foundational legal instrument that regulates the relationship between the Company and the Client. It encompasses this document in its entirety, along with all modifications, addenda, and referenced legal instruments, forming a binding contractual relationship between the Parties. This Agreement outlines the mutual rights, duties, and responsibilities applicable to the Client's use of the Company's trading platforms, digital interfaces, financial products, and all related services. By creating an account, utilizing the Company's platforms, or



engaging with any of its offerings, the Client affirms their consent to be legally bound by the provisions set forth herein.

#### **Subsection 1.2.1: Agreement to be Bound**

By accessing or utilizing our digital platforms, services, or financial products (collectively referred to as the "Services"), you explicitly agree to comply with this Agreement in full. Your use of our trading environment constitutes acknowledgment and unreserved acceptance of these T&C, inclusive of all incorporated policies, notices, and supplemental legal instruments referenced herein or available via our platform. We urge you to thoroughly read and comprehend these terms prior to using our Services. If you do not consent to any provision herein, you are prohibited from continuing use. These terms exist to define and protect the legal interests of both the Client and the Company. We reserve the right to revise or update this T&C at our sole discretion, and such updates shall become enforceable immediately upon publication.

#### **Subsection 1.2.2: Affirmation of Understanding**

Your continued use of our platform signifies your express understanding and irrevocable acceptance of the terms set forth in this Agreement. Should you require clarity or have concerns regarding any clause herein, we strongly advise you to contact us directly or seek guidance from an independent legal or financial advisor prior to registration. If you disagree with or refuse to be bound by these provisions, in whole or in part, you must promptly discontinue use of our Services and formally notify the Company in writing of your decision to withdraw.

#### **Subsection 1.2.3: Duty to Review**

You are required to review this T&C thoroughly before initiating any interaction with our platforms. Engaging with the Company's services constitutes a legal declaration of your acceptance and understanding of the terms contained herein.



## **SECTION 1.3: ACKNOWLEDGMENT AND SCOPE OF THE AGREEMENT**

By registering, accessing, or interacting with the Company's platforms, the Client affirms acceptance of the T&C, including any subsequent amendments or legally incorporated provisions. Continued use of the Company's Services constitutes ongoing consent to this Agreement. These T&C are applicable to all interactions, including transactions, data transmissions, account management, and service access executed through the Company's infrastructure, irrespective of account classification or user category. The Company reserves the right to update this Agreement at any time, and such updates will be communicated via the official website, platform notices, or email notifications. Clients are expected to review the T&C regularly.

### **Subsection 1.3.1: Referenced Legal Instruments**

This T&C may include references to additional documents such as the Information Privacy and Security Policy, Acknowledgment and Disclosure of Risks, Execution and Order Handling Policy, Conflict-of-Interest Governance Framework, and other relevant regulatory or compliance documentation. Users are strongly encouraged to review and understand these supporting materials prior to engaging in any activity.

### **Subsection 1.3.2: Acknowledgment of Trading Risks**

The Client bears full responsibility for ensuring that they possess adequate knowledge and expertise to understand the risks inherent in participating in financial markets. The Company shall not be held liable for any capital losses or risk exposure incurred as a result of the Client's trading activity.

### **Subsection 1.3.3: Language of Communication**

All official documentation, contractual communication, and regulatory correspondence from the Company shall be provided in English. While translations may be available for



convenience, the English version shall prevail in the event of any discrepancy. Clients are advised to verify any translated content independently.

#### **Subsection 1.3.4: No Financial Advice Disclaimer**

Any material provided through our channels—including website content, emails, presentations, or documents—is intended solely for general informational purposes and should not be construed as investment advice. No such content constitutes a solicitation or endorsement of any financial activity. Independent professional advice is strongly recommended before making financial decisions.

#### **Subsection 1.3.5: Official Communication Channels**

The Company's primary digital interface is located at <https://moonetrix.com> (the "Official Website"). All formal inquiries should be directed to our designated correspondence address: [support@moonetrix.com](mailto:support@moonetrix.com) ("Official Email Address").

#### **Subsection 1.3.6: Right to Withdraw**

If you do not consent to the terms stipulated within this Agreement, you must immediately discontinue all interaction with the Company's platforms and notify the Company in writing regarding your decision to abstain from further usage.

#### **Subsection 1.3.7: Legal Enforceability**

Upon the mutual engagement of the Parties, this Agreement becomes a binding legal contract regulating all aspects of the Client's interaction with the Company's services and infrastructure.

#### **Subsection 1.3.8: Scope of Application**



These T&C govern the entirety of your relationship with the Company, including the procedures for account creation, maintenance, and termination. The T&C become effective at the time of account registration.

#### **Subsection 1.3.9: Intellectual Property and Operational Disclosures**

This Agreement also defines the Company's intellectual property rights and outlines the nature of its operational scope. Acceptance of the T&C constitutes confirmation of your awareness and understanding of all related disclaimers and ownership claims.

#### **Subsection 1.3.10: Jurisdictional Limitations and Access Restrictions**

The Company's Services are not intended for use by any individual or entity located in jurisdictions where such use would violate applicable local laws or regulations. In particular, Services are not available to individuals or entities resident in the United States. Any such attempt to access the Company's platform shall constitute a material breach of this Agreement. The Company reserves the right to restrict or deny access based on geolocation data, account information, or other eligibility criteria.

#### **Subsection 1.3.11: Breach and Remedies**

Any infraction of provisions found in documents incorporated by reference within this Agreement shall be treated as a breach of the T&C. The Company reserves the right to take disciplinary action, including but not limited to suspension or permanent closure of your account.

#### **Subsection 1.3.12: Right to Modify**

The Company retains the right to unilaterally revise, update, or expand the provisions of this Agreement at any time. Such modifications shall become effective immediately upon publication, and it is the Client's sole responsibility to remain informed of such changes.

**Subsection 1.3.13: Dispute Resolution and Official Contact Channel**

Any complaint, dispute, or claim relating to this Agreement must be submitted in writing via the Client's registered email address to the Company's Official Email Address. These communications will remain confidential throughout the resolution process. Disclosure of any part of a formal dispute without the Company's prior written consent may result in legal liability.

**Subsection 1.3.14: Permitted and Prohibited Conduct**

This Agreement outlines the complete framework of rules and permitted activities within the Company's operational environment, including limitations, prohibitions, and user responsibilities.

**Subsection 1.3.15: Prohibition of Unauthorized Representation**

The Client confirms that they are not acting on behalf of any third party and shall not use the Company's services for unauthorized brokerage, commercial aggregation, or financial intermediation without explicit written consent from the Company.

**Subsection 1.3.16: Right to Restrict Access**

The Company reserves the right to refuse service, terminate accounts, or restrict access to any part of its platform if it has reasonable grounds to suspect that the Client has violated any local or international laws, or is acting in a manner contrary to the integrity of the financial system.

**Subsection 1.3.17: Non-Assignability of Rights**

This Agreement, and all rights and obligations under it, may not be assigned or transferred by the Client without the prior written consent of the Company. Any unauthorized assignment shall be deemed null and void.

## **SECTION 1.4: THE SERVICE PROVIDER**

"The Service Provider" refers to **Moonetrix**, a corporate entity duly formed and lawfully operating under prevailing legal frameworks, with its registered office situated at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960. The Service Provider delivers a range of trading services including, but not limited to, foreign exchange, digital assets, indices, equities, and other financial instruments through its proprietary online systems and associated technological solutions. The term "The Service Provider" also encompasses its affiliates, divisions, subsidiaries, and duly authorized representatives functioning in any capacity for the delivery of its services. All references to "The Service Provider" herein shall also include its directors, officers, employees, agents, and any third parties engaged in the execution and facilitation of its operations.

### **Subsection 1.4.1: Operational Structure and Protective Measures**

The structural, procedural, and proprietary components of the Service Provider, including its personnel, systems, and infrastructure, are considered of strategic importance. Accordingly, the Service Provider reserves the right to enforce restrictions, penalties, or any suitable measures it deems necessary to safeguard its interests.

### **Subsection 1.4.2: Regulatory Jurisdiction and Service Availability**

While the Service Provider designs its services in accordance with applicable regulatory frameworks, it is not responsible for determining whether access to its services is legally permissible in the User's jurisdiction. Users are solely responsible for ensuring compliance with local laws (*also see Subsection 1.5.3*).

### **Subsection 1.4.3: Eligibility and Onboarding Criteria**

Access to the services provided by the Service Provider is limited to individuals who have reached the age of legal majority and possess legal capacity as defined by the laws of their jurisdiction. Additional eligibility restrictions may apply as outlined in Section 1.5, and it remains the User's responsibility to ensure they are not subject to any such limitations.

### **Subsection 1.4.4: Review of Registration Submissions**



The Service Provider maintains full discretion to review, accept, or reject registration applications based on submitted information. The Service Provider is not obligated to provide justification for such decisions.

#### **Subsection 1.4.5: Verification of User Information**

By providing data such as name, date of birth, and legal identifiers, the User certifies the accuracy and truthfulness of said information. Should any discrepancy or falsification be suspected, the Service Provider retains the right to impose restrictions, suspend, or terminate the User's access without notice.

#### **Subsection 1.4.6: Financial Assessment Protocol**

To assess a User's financial suitability for particular services, the Service Provider may request supporting financial documentation and may retrieve relevant data from credit bureaus, banking institutions, or insurance entities.

#### **Subsection 1.4.7: Assumption of Market Risk**

Users accept that trading involves inherent risk, including the possibility of financial loss. The Service Provider shall not be liable for any loss resulting from trading activities undertaken by the User.

#### **Subsection 1.4.8: Rights of Delegation and Assignment**

The Service Provider reserves the right to delegate, assign, or subcontract any of its rights, duties, or obligations under this T&C without prior notification to the User.

#### **Subsection 1.4.9: Use of Intellectual Property**

All technological systems, software, and proprietary materials made available by the Service Provider are protected intellectual assets and remain the exclusive property of the Service Provider or its licensors. Users must comply with the restrictions outlined in Section 1.6 regarding use, reproduction, and distribution. Unauthorized activity may result in legal enforcement measures.

#### **Subsection 1.4.10: Suspension Rights**



The Service Provider reserves the right to suspend or revoke User access in instances of suspected fraud, agreement violations, or security risks, without prior notice. Such actions may also be taken in response to intellectual property violations, as further detailed in Subsection 1.6.6.

## **SECTION 1.5: THE USER**

"The User" refers to any individual or legal entity who successfully completes the account registration process with the Service Provider, agrees to these General Conditions of Service (T&C), and engages in trading activities facilitated by the Service Provider's platforms. Throughout this Agreement, "you" or "your" may also refer to the User. The User affirms they are legally capable of entering into this Agreement and accept full responsibility for complying with all relevant laws and regulations applicable to their use of the Service Provider's platforms and services.

### **Subsection 1.5.1: Registration Classification**

Users may register as natural persons or corporate entities; however, all registrations shall be subject to the same verification protocols and will be treated in accordance with individual account standards.

### **Subsection 1.5.2: Instruction Authority**

Unless explicitly authorized in writing by the Service Provider, only the registered User may issue instructions or manage the account. Limited exceptions may apply for authorized third parties, as described in Subsection 1.5.8.

### **Subsection 1.5.3: Local Regulatory Compliance**

Users are solely responsible for ensuring that the services accessed are not in contravention of their local laws. The Service Provider will not be held liable for the use of its services in any prohibited jurisdiction.

### **Subsection 1.5.4: Restriction on U.S. Persons**

The User represents that they are not a "U.S. Person" as defined in 17 CFR 230.902(k) and are not using the services on behalf of such a person. Should the User's status change, all



use of the Service Provider's services must cease immediately. Examples of U.S. Persons include, but are not limited to:

- ☐ U.S. nationals and permanent residents;
- ☐ Individuals with a primary residence or tax liability in the United States;
- ☐ Entities established under U.S. law;
- ☐ Any individual accessing services from U.S. soil;
- ☐ Persons with U.S. banking details or taxpayer identification.

#### **Subsection 1.5.5: Acknowledgement of Proficiency**

The User is responsible for assessing their capabilities, risk appetite, and suitability before engaging in any trading activity. Use of services constitutes agreement to this T&C.

#### **Subsection 1.5.6: Trading Accountability**

The User bears sole responsibility for their trading decisions and any resulting outcomes. The Service Provider shall not be liable for consequences derived from such decisions.

#### **Subsection 1.5.7: Insider Trading Prohibition**

Engaging in insider trading related to the Service Provider or its employees is strictly forbidden. Violations may result in account suspension and legal action.

#### **Subsection 1.5.8: Third-Party Access Authorization**

Users may formally request permission to allow a first-degree relative to manage their account. Any such authorized party is subject to the same obligations under these T&C.

#### **Subsection 1.5.9: PEPs Restriction**



Individuals classified as politically exposed persons (PEPs), along with their relatives and close associates, are strictly barred from using the Service Provider's services.

#### **Subsection 1.5.10: Communication Obligations**

Users are expected to maintain regular communication with the Service Provider through the designated channels, including phone and email.

#### **Subsection 1.5.11: Communication Validity**

All official communications must originate from the email address registered with the Service Provider. Any communication from unregistered sources will be disregarded.

#### **Subsection 1.5.12: Adherence to Policies**

By using the platform, Users agree to comply with this General Conditions of Service, including all additional policies, disclosures, and related agreements.

#### **Subsection 1.5.13: Security of Credentials**

The User is solely responsible for the protection and confidentiality of their login credentials. Unauthorized access resulting from negligence will be attributed to the User.

#### **Subsection 1.5.14: Duty to Report Changes**

The User must promptly inform the Service Provider of any significant changes to their legal status, contact details, or other relevant information that may affect their account.

### **SECTION 1.6: PROPRIETARY RIGHTS AND INTELLECTUAL ASSETS**

"Proprietary Rights and Intellectual Assets" refer to all legally protected creations, inventions, and know-how either owned by or lawfully licensed to the Service Provider. This encompasses, but is not limited to, patents, copyrights, design rights, trademarks,



trade dress, proprietary algorithms, databases, and software systems. All technological solutions, media, branding, and content delivered or facilitated through the Service Provider's infrastructure are protected under local and international intellectual property frameworks. By engaging with the Service Provider's platforms, the User acknowledges that such materials remain the sole and exclusive property of the Service Provider. No title, interest, or ownership shall be transferred to the User. A limited, non-exclusive, non-transferable license is granted for personal and lawful usage in compliance with these General Conditions of Service (T&C).

### **Subsection 1.6.1: Origination and Proprietorship**

All proprietary works and innovations made available via the Service Provider's systems—including websites, applications, trading environments, APIs, and informational content—originate from the Service Provider's internal teams unless explicitly stated otherwise. All related rights are retained by the Service Provider or its duly licensed partners, and no aspect of these General Conditions of Service (T&C) may be interpreted to assign or imply any transfer of ownership to the User.

### **Subsection 1.6.2: Composition of Protected Assets**

The scope of the Service Provider's protected content includes, without limitation, brand identifiers, multimedia assets, programmatic structures, promotional materials, coding frameworks, software tools, data visualizations, GUI components, and instructional documents. These components are legally safeguarded and deemed proprietary.

### **Subsection 1.6.3: Permitted Use and Use Restrictions**

Users are strictly forbidden from:

- ❑ Disassembling, reverse engineering, or attempting to decipher source code embedded in any Service Provider software or platform.
- ❑ Modifying, localizing, reproducing, or making derivative interpretations of proprietary resources.
- ❑ Utilizing logos, brand names, or service identifiers without the prior express written consent of the Service Provider.
- ❑ Engaging with proprietary materials in ways that might compromise or tarnish the Service Provider's public standing or brand integrity.



#### **Subsection 1.6.4: Asset Preservation Obligations**

Users are expected to take all necessary and reasonable measures to prevent misuse or unauthorized disclosure of the Service Provider's proprietary content. Any identified breach will be considered a significant violation of these T&C and may lead to remedial actions, including termination of access privileges.

#### **Subsection 1.6.5: Enforcement Measures and Rights**

Unlawful access, replication, or exploitation of intellectual assets will be deemed as infringements subject to both civil and criminal liability under national and international statutes. The Service Provider reserves the authority to initiate appropriate legal or equitable actions to enforce these rights.

#### **Subsection 1.6.6: Sanctions for Infringement**

Should a violation occur, the Service Provider reserves the discretionary right to suspend or withdraw all User access and licenses, with or without prior notification or justification. These actions may be executed unilaterally at the sole discretion of the Service Provider.

#### **Subsection 1.6.7: Ownership of Communication Records**

All communications, including but not limited to digital messages, emails, phone records, and support tickets between the User and the Service Provider, shall be stored as confidential and proprietary data. These records may be used in compliance checks, legal disputes, or regulatory disclosures as permitted by applicable law.

#### **Subsection 1.6.8: Disclosure of Proprietary Information**

The Service Provider retains the sole discretion to approve or deny any request for User records, operational data, or internal documentation. Disclosure may occur only under legal compulsion or in accordance with internal policy decisions and regulatory obligations.

#### **Subsection 1.6.9: Use of Licensed External Content**



Any third-party intellectual assets incorporated into the Service Provider's systems are utilized under valid licenses or permissions. Attribution will be provided where necessary, and intellectual rights over such content remain with their original owners.

#### **Subsection 1.6.10: User Duties in IP Security**

The User agrees to actively report any known or suspected violations of the Service Provider's intellectual property. Furthermore, Users are expected to cooperate, where reasonable, in the investigation and rectification of potential infringements.

#### **Subsection 1.6.11: Boundaries of License Grant**

The rights conferred under the limited license do not authorize resale, redistribution, sublicensing, or commercial exploitation of any material issued by the Service Provider. Breach of this condition may result in termination of license rights and legal enforcement.

#### **Subsection 1.6.12: Cross-Border Legal Compliance**

Users agree to ensure that their engagement with the Service Provider's intellectual property remains compliant with relevant legal standards in any jurisdiction where the materials are accessed or used. Any non-compliant usage constitutes a material breach of these General Conditions of Service (T&C).

### **PART B: SERVICE DELIVERY FRAMEWORK**

#### **SECTION 2.1: SERVICE SCOPE AND USER ENGAGEMENT**

"Service Delivery" encompasses the full spectrum of solutions the Company offers to its Clients. This includes, but is not limited to, trading facilitation, platform access, real-time market intelligence, educational content, and customer support—whether directly provided or available through the Company's digital ecosystem. The provision of such services is contingent upon the operational capacity, technical specifications, and business policies established under these General Conditions of Service (T&C). The Client acknowledges the Company's exclusive authority to update, modify, suspend, or withdraw any service offerings at its discretion. These modifications may include, but are not limited to, fee structures, service functionalities, account privileges, and platform features. The Company disclaims liability for service interruptions, system malfunctions, force majeure events, or disruptions caused by third-party infrastructure.

**Subsection 2.1.1: Legal Authority and Scope of Use**

All services rendered fall within the parameters defined in this T&C. Engagement in activities outside this framework shall be considered unauthorized unless prior written consent is granted by the Company.

**Subsection 2.1.2: Eligibility and Usage Requirements**

Only individuals or entities that have formally completed the onboarding workflow described in Subsection 2.1.4 are authorized to access the Company's services. Unauthorized parties or those failing to comply with onboarding procedures may have their requests declined or transactions voided.

**Subsection 2.1.3: Account Options and Responsibilities**

Clients may choose from a range of account categories suited to their financial objectives and operational needs. Each account remains valid subject to the following conditions:

- ☐ The Client bears sole responsibility for account setup and maintenance.
- ☐ All data submitted must be current, complete, and accurate.
- ☐ Any changes in personal, financial, or tax circumstances must be disclosed promptly.
- ☐ Clients must comply with applicable legal and regulatory standards, including AML and KYC provisions.
- ☐ The Company retains the right to monitor account activity and intervene where compliance concerns arise.
- ☐ Minimum balance thresholds must be met and maintained based on account type.

**Subsection 2.1.4: Onboarding Workflow**

To qualify as a verified Client, users must complete the following:

- ☐ Registration and successful platform account creation
- ☐ Confirmation of registration via system-generated credentials sent to the Client's registered email
- ☐ Submission of required identity verification documents per KYC standards
- ☐ Account linkage to the Client's verified email address

**Subsection 2.1.5: Payment Infrastructure Compliance**



By entering into this agreement, Clients affirm that they are also bound by the terms and operational protocols of affiliated Payment Service Providers (PSPs). This includes adherence to their respective rules governing transaction handling and fund disbursement.

#### **Subsection 2.1.6: Platform Usage Terms**

Clients agree to comply with the policies and legal terms applicable to both the Company's proprietary and affiliated trading platforms.

#### **Subsection 2.1.7: Trading Interfaces**

The Company's principal platform shall be designated as Moonetrix-Trader (the "Trading Platform"). Supplementary platforms such as Mobile Trader and Web Trader may also be made available at the Company's discretion.

#### **Subsection 2.1.8: Trading Account Credentials**

Following registration, Clients will receive their login credentials and trading account information via email.

#### **Subsection 2.1.9: Risk Disclosure and Limitation of Liability**

The Company makes no representations or guarantees of profitability. Trading in financial instruments entails risk, including possible loss of the invested capital. The Client acknowledges and assumes full responsibility for any trading losses incurred.

#### **Subsection 2.1.10: Educational Support Services**

The Company may offer educational content such as articles, videos, or newsletters. These are supplementary in nature and are provided at the Company's discretion.

#### **Subsection 2.1.11: Responsibility for Trading Decisions**

Clients retain full accountability for investment and trading decisions executed through their accounts. While portfolio suggestions may be offered, all trading activities are performed at the Client's sole discretion and risk. Educational content is intended for general informational purposes only and does not constitute investment advice or a recommendation to engage in any financial strategy.

### **SECTION 2.2: ACCOUNT STRUCTURE AND MAINTENANCE**

"Provisioned Accounts" refer to the structured account types offered to Clients to enable service access. These may include predefined parameters such as leverage limits, funding



requirements, and tradable instruments. The Company retains the right to alter or update account conditions at its sole discretion.

#### **Subsection 2.2.1: License to Use**

Subject to these T&C, the Company grants Clients a non-transferable, non-exclusive right to access services through their designated accounts.

#### **Subsection 2.2.2: Account Selection Flexibility**

Clients may select the account type most aligned with their trading style and financial strategy. These live accounts facilitate the execution of trades and portfolio management.

#### **Subsection 2.2.3: Currency Denomination and Conversion**

Live Accounts are available in multiple base currencies. Where a Client's preferred currency is unavailable, automatic conversion applies. The Client acknowledges that exchange rates may fluctuate and accepts all risks related to currency conversion.

#### **Subsection 2.2.4: Account Classifications**

The Company offers the following account tiers under the "Live Account" designation:

- ☐ Discovery Account
- ☐ Explorer Account
- ☐ Expert Account
- ☐ Strategist Account
- ☐ Elite Account

These are governed by the provisions set forth in this T&C.

#### **Subsection 2.2.5: Jurisdictional and Operational Restrictions**

The Company may limit access to certain account types based on geographic or regulatory considerations and reserves the right to revise account benefits or structures accordingly.

#### **Subsection 2.2.6: Discretionary Acceptance of Applications**



Account creation is subject to the Company's eligibility criteria and formal approval process. The Company reserves the right to reject any application at its sole discretion, without obligation to provide justification.

#### **Subsection 2.2.7: Change Requests**

Any modifications to account features must be requested in writing and are subject to the Company's formal approval process.

#### **Subsection 2.2.8: Dormant Account Policy**

If no activity is recorded for a continuous period of 12 months, a maintenance fee may apply to retain account access.

#### **Subsection 2.2.9: Minimum Balance Policy**

The Company reserves the right to close any account with a balance below the equivalent of USD 30 or EUR 30, depending on the Client's account currency. For accounts held in other currencies, the applicable threshold shall be determined based on prevailing market exchange rates. Clients are solely responsible for maintaining their account above this threshold. The Company may, but is not obligated to, notify Clients prior to closure due to insufficient balance.

#### **Subsection 2.2.10: Inactive Account Handling**

Clients with inactive accounts may be contacted for re-verification. If no response is received within a specified time, the account may be archived or closed.

#### **Subsection 2.2.11: Security Measures and Authentication**

The Company may implement multi-factor authentication and other security protocols to safeguard account access. Non-compliance or suspected security breaches may lead to suspension or termination of access, as described in Subsection 2.2.12.

#### **Subsection 2.2.12: Termination of Account Access**

The Company may, with or without notice, suspend or terminate access to any account that violates these T&C, engages in suspicious activities, or poses a regulatory risk.

### **SECTION 2.3: JOINT ACCOUNT STRUCTURE AND GOVERNANCE**



"Joint Accounts" denote trading accounts held in the names of two or more Clients, whereby all parties possess equal rights and responsibilities with regard to account administration, transactions, and liability. Each authorized holder may operate the account independently unless otherwise specified in a written directive submitted to the Company. Unless indicated, the Company will regard all holders as fully empowered and will not be liable for internal disagreements among them.

#### **Subsection 2.3.1: Designation and Classification of Joint Accounts**

All accounts, by default, are categorized as individual accounts. Clients are expressly prohibited from sharing login credentials or permitting unauthorized third-party access. Where Clients wish to share account ownership, a formal Joint Account must be established and appropriately registered in compliance with the Company's verification protocols.

#### **Subsection 2.3.2: Authority of Designated Parties**

Each holder of a Joint Account (referred to collectively as "Authorized Signatories") may independently initiate trades, perform deposits or withdrawals, and manage account operations (*see also Subsection 2.3.3 regarding independent transactions*) unless a mutual written agreement submitted to the Company states otherwise. This authority is subject to the provisions outlined in Subsection 2.3.3 (on independent transactions) and Subsection 2.3.6 (on liability in disputes).

#### **Subsection 2.3.3: Independent Initiation of Transactions**

Any Authorized Signatory may conduct financial operations, including but not limited to fund transfers, deposits, and withdrawals. The Company reserves the right to request additional documentation or verification where unusual or suspicious activity is identified. The Company shall not be held responsible for consequences resulting from actions taken by any individual signatory.

#### **Subsection 2.3.4: Collective Rights and Proof of Identity**

All holders share equal ownership and fiduciary obligations in a Joint Account. Proof of Identification (POI) and Proof of Residence (POR) must be submitted by each participant to satisfy regulatory compliance standards.

**Subsection 2.3.5: Communication Protocols**

The Company may elect to communicate with any one of the Authorized Signatories, and such communication will be deemed sufficient notice to all parties. The Company is not liable for intra-party failures in information dissemination.

**Subsection 2.3.6: Inter-party Disputes and Liability**

The Company is not liable for conflicts or disagreements among Joint Account holders. All Authorized Signatories accept joint and several liability for debts, obligations, and liabilities incurred in connection with the account.

**Subsection 2.3.7: Financial and Legal Responsibility**

Each signatory is individually and collectively responsible for all outstanding obligations, including fees, penalties, and trading losses, regardless of who initiated the transaction.

**Subsection 2.3.8: Account Termination Procedures**

Closure of a Joint Account requires formal written consent from all associated Clients. Account closure will not absolve Clients of any outstanding financial or regulatory obligations.

**Subsection 2.3.9: Conversion to Individual Account**

To convert a Joint Account into an individual account, written consent must be secured from all signatories. Obligations attached to the Joint Account remain enforceable until the conversion is formally completed and acknowledged by the Company.

**Subsection 2.3.10: Inter-client Fund Transfers**

Transfers between individual Clients' accounts must be requested via formal written communication to the Company's official email. Such requests shall be honored only when both parties' accounts meet the Company's verification criteria.

**Subsection 2.3.11: Amendments to Account Signatories**

Any alterations to the signatory structure, including the addition or removal of parties, require mutual written agreement and are subject to the Company's compliance review.

**Subsection 2.3.12: Contingency Measures Upon Death or Incapacity**

In the event of a signatory's death or incapacitation, the Company must be immediately informed. Valid legal documents (e.g., death certificate, power of attorney, probate court order) must be submitted before any account modifications are enacted. Remaining signatories shall continue to manage the account, assuming full liability.

**Subsection 2.3.13: Account Closure by Single Party**

A Joint Account may be terminated by one signatory with the express written consent of the others. Funds will be disbursed according to mutually agreed instructions. The Company reserves the right to deny termination where compliance or legal concerns exist.

**Subsection 2.3.14: Suspension and Restriction Rights**

The Company reserves the discretionary authority to restrict or suspend access to a Joint Account in response to suspicious activity, legal non-compliance, or breaches of this Agreement. The Company is not responsible for any losses incurred due to such actions.

**SECTION 2.4: SWAP-FREE / ISLAMIC ACCOUNT STRUCTURE**

"Islamic Accounts"—also known as Swap-Free Accounts—are specialized trading accounts structured to comply with Sharia law, specifically prohibiting the accrual or payment of interest (riba). Instead of interest, alternative fee models such as administrative or flat-rate service charges may be applied. These accounts are granted solely at the Company's discretion following formal application and approval.

**Subsection 2.4.1: Application and Eligibility Requirements**



Clients requesting an Islamic Account must complete a formal application, including all necessary supporting documentation. Approval is contingent upon compliance with internal procedures and eligibility assessment.

#### **Subsection 2.4.2: Conditional Account Conversion**

Clients seeking to convert an existing live account into a Swap-Free Account must adhere to Company-prescribed procedures. Requests lacking adequate documentation or compliance will be declined.

#### **Subsection 2.4.3: Holding Period Limitations**

Trades held for more than five (5) consecutive business days may be deemed inconsistent with the purpose of Islamic Accounts. The Company may take corrective actions, including revocation of Swap-Free status.

#### **Subsection 2.4.4: Compliance with Sharia Principles**

Clients agree to utilize the Islamic Account in full alignment with Islamic financial ethics. Any misuse or deviation from permitted practices may lead to account restriction or termination.

#### **Subsection 2.4.5: Revocation of Swap-Free Privileges**

The Company reserves the right to revoke the Swap-Free status of any account found to be exploited or misused. Such accounts may be reverted to standard live account status.

#### **Subsection 2.4.6: Retroactive Adjustments and Trade Voiding**

The Company reserves the right to retroactively reverse interest waivers and revoke profits gained during non-compliant periods. Trades and pending orders may also be cancelled as part of this process.

#### **Subsection 2.4.7: Penalties for Abuse**



Should an account be found in violation of Swap-Free provisions, the Company may impose equivalent swap charges retroactively. The Client agrees to settle any amounts owed due to improper use.

#### **Subsection 2.4.8: No Swap Fee Collection Permitted**

Under no circumstance may Clients collect swap fees through an Islamic Account. Any such attempt constitutes a breach of this T&C and will prompt corrective action.

### **PART C: FINANCIAL OPERATIONS AND FUND MOVEMENTS**

#### **SECTION 3.1: FUNDING METHODS**

"Funding Methods" outlines how Clients inject funds into their trading accounts. Accepted funding methods include bank transfers, card payments, digital wallets, and jurisdiction-approved solutions, which may vary by location, account type, or internal policy. The Company may update funding channels without prior notification.

##### **Subsection 3.1.1: Permitted Channels**

Only funding mechanisms listed on the Company's platform may be used for depositing capital into trading accounts. Non-trading usage of such channels is strictly forbidden.

##### **Subsection 3.1.2: Deposit Alternatives**

If a preferred deposit option becomes unavailable, the Company may recommend substitutes, subject to approval, particularly in the case of cross-border transfers.

##### **Subsection 3.1.3: Deposit Limits**

Limits on deposits are enforced daily, weekly, and monthly by Payment Service Providers (PSPs). Clients must comply with such thresholds, which may change.

##### **Subsection 3.1.4: Client Responsibility**

Clients are fully responsible for all transactions performed under their accounts and must adhere to all verification protocols.

##### **Subsection 3.1.5: Self-Initiation Declaration**

Clients declare that all deposits are either self-initiated or, if made by a third party, are supported by legally verified documentation as defined in Subsection 3.1.13.

##### **Subsection 3.1.6: Exchange Rates**

All currency exchanges are automatically executed at prevailing rates. These are non-negotiable and final.

**Subsection 3.1.7: Record Confidentiality**

Client financial documentation is confidential and remains Company property. Disclosure is limited to regulatory, legal, or transactional purposes, including those outlined in Subsection 3.1.8.

**Subsection 3.1.8: Third-Party Processing Disclosure**

Client data may be shared with payment affiliates or third parties as required for processing transactions.

**Subsection 3.1.9: Source of Funds Validation**

Clients confirm all deposit funds come from lawful sources. Suspicious deposits may lead to legal action or account restrictions.

**Subsection 3.1.10: Processing Timeframes**

Deposits typically process within 1–5 business days, unless affected by events such as system audits or suspensions outlined in Subsection 3.1.25. Delays do not imply rejection unless formally notified.

**Subsection 3.1.11: Funding Amount Parameters**

Limits depend on deposit channel, verification status, and account classification. Clients are notified of such parameters beforehand.

**Subsection 3.1.12: Right to Refuse**

The Company may refuse or void any deposit not aligned with this T&C or applicable law.

**Subsection 3.1.13: Third-Party Restrictions**

Deposits made by third parties require legally signed documentation. The Company reserves the right to decline such deposits without providing justification.

**Subsection 3.1.14: Intermediary Fee Responsibility**

All intermediary charges during deposit transactions are the Client's sole responsibility.

**Subsection 3.1.15: Processing Fee Liability**

Any third-party processing fees during funding must be borne entirely by the Client.

**Subsection 3.1.16: Currency Conversion Costs**

When funding in a currency different from the account's base currency, conversion fees apply.

**Subsection 3.1.17: Documentation Requirements**

Clients must submit documentation to validate deposits. Timing varies by method, with card payments typically instant.

**Subsection 3.1.18: Fund Origin Documentation**

The Company may demand documents verifying the source of funds. Failure to comply can result in processing delays.

**Subsection 3.1.19: Anti-Money Laundering Review**

All deposits undergo AML review. Suspect transactions may be suspended or reversed.

**Subsection 3.1.20: Purpose Declaration**

All funds must be used strictly for trading activities. Use of deposit channels for personal remittances, third-party payments, or non-trading transactions is prohibited, as also outlined in Subsection 3.1.1.

**Subsection 3.1.21: Confirmation of Receipt**

Each successful deposit will be confirmed, showing transaction details. Errors must be reported immediately.

**Subsection 3.1.22: Refund Channel Policy**

Refunds and withdrawals must use the same method as the original deposit and comply with PSP and bank rules.

**Subsection 3.1.23: Accepted Funding Currencies**

Only fiat currency is allowed for deposit. Non-cash assets are prohibited.

**Subsection 3.1.24: Chargeback Consequences**

Chargebacks will lead to account suspension and financial liability for related expenses.

**Subsection 3.1.25: Temporary Funding Suspension**

Funding may be temporarily paused during system upgrades, audits, or emergencies. Clients will receive notice accordingly.

**SECTION 3.2: WITHDRAWAL REQUESTS**

"Withdrawal Requests" refers to the procedures and criteria governing client-initiated fund withdrawals, including returns on investment. Withdrawals are conditional upon account verification, balance sufficiency, and compliance with Company regulations.

**Subsection 3.2.1: Approved Channels**

Withdrawals are processed through officially supported channels only, following identity and financial data validation.

**Subsection 3.2.2: Denial Scenarios**

The Company may deny or delay withdrawals for reasons including:

- ❑ Suspected fraud or criminal activity
- ❑ Inadequate account balance
- ❑ Missing documents after 30 days
- ❑ No contact for over 30 days
- ❑ Dormant account
- ❑ Ongoing trades
- ❑ Expired/unverifiable identification
- ❑ Suspected money laundering
- ❑ T&C breach
- ❑ Active chargebacks/disputes

### **Subsection 3.2.3: Supplemental Documentation**

Clients may need to provide extra documents for identity or source-of-funds confirmation.

### **Subsection 3.2.4: AML and KYC Protocols**

All withdrawals are subject to anti-money laundering and KYC checks.

### **Subsection 3.2.5: Verification Requirement**

Withdrawal requests may be paused or rejected if client verification remains incomplete beyond 30 days, as detailed in Subsection 3.2.2.

### **Subsection 3.2.6: Method Consistency Rule**

Unless explicitly approved in writing, all withdrawals must return to the original funding method and account holder. Requests involving third parties must also comply with Subsection 3.2.17.

### **Subsection 3.2.7: Trade Settlement Rule**

Open trades must be resolved and the balance must be sufficient before withdrawal.

### **Subsection 3.2.8: Eligibility for Profits**

Clients with reserved shares can withdraw profits if performance conditions and eligibility criteria are met.

### **Subsection 3.2.9: Credit Adjustment Policy**

Approved withdrawals will proportionally reduce any existing credit or bonus.



#### **Subsection 3.2.10: International Transfer Minimums**

International wire withdrawals must be at least USD 50. Smaller requests require alternative methods.

#### **Subsection 3.2.11: Withdrawal Thresholds**

Withdrawal caps vary by method and may be updated by the Company.

#### **Subsection 3.2.12: Low Amount Charges**

Requests below the minimum may incur charges or be denied.

#### **Subsection 3.2.13: Withdrawal Timing**

Withdrawals are processed in 2–7 business days. Delays due to third parties are beyond Company control.

#### **Subsection 3.2.14: Delay Liability Disclaimer**

The Company is not liable for withdrawal delays caused by bank holidays, technical issues, or third-party bottlenecks. Financial discrepancies should be reported per Subsection 3.2.15.

#### **Subsection 3.2.15: Error Reporting Procedure**

Errors in withdrawn amounts must be reported immediately. Deductions by intermediaries are not claimable unless the Company is at fault.

#### **Subsection 3.2.16: Third-Party Accountability**

The Company is not responsible for failures by external banks or payment processors.

#### **Subsection 3.2.17: Transfer of Withdrawal Rights**

Clients cannot assign withdrawal privileges to third parties without written Company approval and complete documentation.

#### **Subsection 3.2.18: Misuse Review Clause**

If bonus misuse is suspected, the Company may cancel bonuses and freeze payouts pending review.

### **SECTION 3.3: REFUND POLICY**

In certain qualifying scenarios, the Company may return funds to the Client's original payment source. Such scenarios may include operational errors, excess payments, or service cancellations initiated within permitted timeframes. All refund requests are subject to internal verification, applicable processing fees, and compliance checks. Refunds are issued solely at the Company's discretion and are not applicable to trading losses or unfavorable market outcomes resulting from the Client's trading activity.



#### **Subsection 3.3.1: Refund Eligibility Period**

Clients may request a refund of deposited funds within a maximum of fourteen (14) calendar days from the date of account registration ("Refund Window"). All refund requests must be submitted within this timeframe to be considered valid.

#### **Subsection 3.3.2: Post-Window Refund Restriction**

Refund requests made after the expiration of the Refund Window shall not be considered. Clients seeking return of funds after this period must submit a standard withdrawal request, which will be governed by the Withdrawal Procedures in Section 3.2

#### **Subsection 3.3.3: Finality of Processed Withdrawals**

Once a withdrawal is successfully processed and credited to the Client's financial account, it is deemed final. Refunds relating to such withdrawals will only be considered in extraordinary cases, such as duplicate transactions or verified system errors, and are subject to Company review and approval.

#### **Subsection 3.3.4: Discretionary Refund Denial**

The Company retains full discretion to decline refund requests that fall outside the designated Refund Window or that do not satisfy internal eligibility checks, including KYC and transaction monitoring protocols.

#### **Subsection 3.3.5: Refund Processing Timelines**

Approved refunds will typically be processed within five (5) to ten (10) business days, depending on the Client's original payment method and the processing time of the financial institution. Refunds may be subject to processing or administrative charges as outlined in Section 3.4: Charges, Levies, and Commissions.

#### **Subsection 3.3.6: Refund Channel Consistency**

Refunds shall be returned only to the original funding method used by the Client. Alternate channels may only be used if the original method is no longer available, subject to documentary proof and Company approval.

#### **Subsection 3.3.7: Documentation Requirements**

The Client must provide all supporting documentation as requested, including identity and payment confirmation details, prior to refund processing. Failure to submit required documents may result in denial or delay.

#### **Subsection 3.3.8: Anti-Abuse Clause**

In cases where promotional abuse is suspected, not only may the refund be denied, but applicable standard charges may be retroactively applied in accordance with Subsection 3.4.10.

**Subsection 3.3.9: Non-Refundable Transactions**

Deposits used for executed trading activity or positions already closed shall be deemed consumed and are ineligible for refund.

**SECTION 3.4: CHARGES, LEVIES, AND COMMISSIONS**

All charges associated with the Client's use of the Company's services and platform infrastructure fall under the scope of Commissions and Fees. These may include, but are not limited to, execution-related commissions, spread differentials, rollover or overnight financing costs, inactivity fees, account servicing charges, and transaction processing expenses. The Company reserves the right to modify such fees at its sole discretion and without prior notice.

**Subsection 3.4.1: Acceptance of Fee Structure**

By engaging with the Company's services, the Client expressly agrees to the application of all standard and incidental charges associated with trading activity, including bid/ask spreads, rollover fees, and any service fees assessed for account maintenance or technical access.

**Subsection 3.4.2: Third-Party Cost Allocation**

The Client acknowledges and accepts responsibility for any external charges applied by third-party banks, PSPs, or intermediaries, including applicable taxes, VAT, levies, or fees imposed by external jurisdictions.

**Subsection 3.4.3: Fee Adjustment Rights**

The Company reserves the unilateral right to revise or update its fee schedules and structures at any time. Continued use of the Company's services constitutes acceptance of any such modifications.

**Subsection 3.4.4: Ongoing Fee Obligations**

Clients are liable for any recurring fees applicable to their account type or usage pattern, including statistical maintenance charges and volume-based commissions. Rollover charges may accrue daily and be subject to a 4% annualized rate or other conditions as published by the Company.

**Subsection 3.4.5: Performance-Based Charges**

Fees may be applied to accounts that fall below operational benchmarks or minimum activity thresholds, as determined by the Company's internal metrics.



#### **Subsection 3.4.6: Timeliness of Payments**

All applicable fees must be settled promptly by their due dates. Unpaid charges may result in account suspension, restriction of services, or legal collection actions.

#### **Subsection 3.4.7: Account Termination Protocol**

To initiate service termination, the Client must submit formal written notice. All outstanding balances, charges, and obligations must be fully cleared before termination is executed.

#### **Subsection 3.4.8: Inactivity Fees**

The Company reserves the right to charge inactivity fees for accounts that remain dormant for an extended period, in accordance with its Dormancy Policy.

#### **Subsection 3.4.9: Transparency of Charges**

All standard fees, including spreads and commissions, shall be disclosed either on the Company's platform or in relevant contract documents. Clients are advised to review fee schedules prior to initiating trades.

#### **Subsection 3.4.10: Promotional Conditions**

Where discounts or commission waivers are granted as part of a promotional campaign, the Client must adhere to the specified terms. Breach may result in the reapplication of standard fees retroactively.

### **PART D: FRAMEWORK AND REGULATIONS**

#### **SECTION 4.1 TRADING ENVIRONMENT AND ACCESS RIGHTS**

The section encompasses the proprietary technology, software, and infrastructure the Company provides to facilitate Client access to trading services. This includes, without limitation, the Company's online trading interfaces, mobile applications, websites, servers, and any auxiliary tools essential for trading operations. The Company grants Clients a restricted, non-transferable, and non-exclusive license solely to use these platforms for executing trades, monitoring accounts, and utilizing available tools. Clients are obliged to comply with all relevant laws and regulations when using the Platform and System. The Company retains the right to alter, suspend, or terminate access to these services at its sole discretion without prior notice. Clients understand that uninterrupted availability or flawless operation cannot be guaranteed, as technical issues or maintenance may cause temporary disruption.

##### **Subsection 4.1.1: Platform Access Conditions**



Clients are provided access to the Company's trading platforms strictly under the terms set forth in this T&C. The Company reserves unilateral rights to modify, suspend, or terminate platform access at any time without prior warning or liability.

#### **Subsection 4.1.2: Credential Security and Responsibility**

Clients must safeguard all access credentials (e.g., usernames, passwords) and are solely responsible for any activities performed via their accounts. The Company disclaims responsibility for unauthorized access resulting from the Client's failure to protect login information.

#### **Subsection 4.1.3: Platform Availability and Limitations**

The Company endeavors to maintain platform availability through reasonable commercial efforts but does not guarantee continuous, error-free service. It is not liable for outages, interruptions, or delays due to server faults, connectivity issues, maintenance, or causes beyond its control.

#### **Subsection 4.1.4: Conditional Access Based on Authorization**

Access rights granted herein are conditional upon the Client's valid registration and status as an authorized user. Any breach of this condition may result in immediate suspension or revocation of access rights.

#### **Subsection 4.1.5: Additional Usage Conditions**

Additional usage restrictions may be imposed and communicated at the Company's discretion. Non-compliance with such terms may lead to suspension or termination of platform privileges.

#### **Subsection 4.1.6: Permitted Use and Prohibited Conduct**

Clients shall use the platform solely for its designated purposes. Any misuse, violation of terms, or illegal activity may result in immediate termination of access and services without notice.

#### **Subsection 4.1.7: Distribution of Access Credentials**

Upon successful onboarding, Clients will receive necessary login credentials and relevant materials via email. Responsibility for maintaining the confidentiality of such data lies entirely with the Client.

#### **Subsection 4.1.8: Technical Requirements and Client Responsibility**



Clients must ensure their devices and internet connections meet minimum technical requirements for platform access. The Company is not liable for any operational difficulties due to inadequate hardware, software, or third-party service failures.

#### **Subsection 4.1.9: Acknowledgment of Platform Limitations**

The Company's rights and authority under this agreement are unaffected by any platform performance issues. Clients acknowledge that delays, order execution failures, or trading discrepancies may occur for reasons outside the Company's control.

#### **Subsection 4.1.10: Limitation of Liability for Technical Failures**

The Company expressly disclaims liability for losses or damages resulting from platform malfunctions, including but not limited to power failures, software errors, security breaches, viruses, or internet connectivity problems.

#### **Subsection 4.1.11: Amendments to Platform Terms**

The Company reserves the right to amend this T&C as it relates to the trading platform at any time, with immediate effect. Changes may include updates to market conditions, leverage, spreads, or contract specifications. Continued platform usage indicates acceptance of such changes.

#### **Subsection 4.1.12: Ownership of Platform Intellectual Property**

All platform software, data, intellectual property, and content are Company assets. Clients shall not copy, reproduce, modify, redistribute, or commercially exploit any component of the platform without explicit authorization. Violations may prompt legal action.

#### **Subsection 4.1.13: Platform Security and System Integrity**

The Client shall refrain from engaging in activities that compromise the integrity or security of the platform, including but not limited to hacking attempts, transmission of harmful code, or actions that overload system resources.

#### **Subsection 4.1.14: Prohibited Trading Practices**

Prohibited trading strategies, such as scalping, automated trading bots (expert advisors), arbitrage, or software aimed at manipulating trading data, are strictly forbidden. Violation may lead to account suspension, closure, or forfeiture of profits.

### **SECTION 4.2 MARKET DATA AND INVESTMENT GUIDANCE DISCLAIMERS**



The section describes the Company's provision of general market data, analytical content, and trading suggestions for Client reference. This may include real-time quotes, news, charts, and educational resources. Such materials are strictly informational and do not constitute personalized financial advice or investment recommendations. The Company does not warrant the accuracy or completeness of any market information provided and assumes no responsibility for trading decisions based on this content. Clients accept full responsibility for evaluating and executing trades independently.

#### **Subsection 4.2.1: Availability and Nature of Market Information**

The Company may, at its discretion, supply a variety of trading-related resources, including market data, signals, analysis, news reports, educational materials, and other aids (collectively, "Market Data"). The Company is under no obligation to provide these and makes no warranty regarding their precision or reliability.

#### **Subsection 4.2.2: No Financial, Legal, or Tax Advice**

Clients acknowledge that Market Information does not substitute legal, tax, or investment advice and that the Company offers no guarantee regarding potential profits or outcomes. Interpretation and application of any provided materials rest solely with the Client.

#### **Subsection 4.2.3: Disclaimer of Accuracy and Timeliness**

The Company does not guarantee that Market Information or recommendations are timely, accurate, or complete. Market conditions can change rapidly, and there is no assurance of any trading strategy's success.

#### **Subsection 4.2.4: Restrictions on Redistribution of Information**

Clients agree not to redistribute, disclose, or disseminate Market Information without authorization. Clients warrant compliance with all applicable laws governing such information.

#### **Subsection 4.2.5: No Offer or Solicitation**

Nothing herein should be construed as an offer or solicitation to buy or sell financial instruments. Only entities registered and licensed in the appropriate jurisdictions may provide regulated financial advice or services.

#### **Subsection 4.2.6: No Suitability Warranty**

All Market Information and investment commentary are subject to change without notice. The Company makes no implied warranty as to their suitability or legality for any particular Client or investment.



#### **Subsection 4.2.7: No Obligation to Update Market Data**

The Company is not required to update, correct, or modify Market Information once published. Clients acknowledge that information may become outdated or inaccurate over time.

#### **Subsection 4.2.8: Client's Responsibility for Independent Verification**

Clients should independently verify Market Information before relying on it for trading decisions and should consult professional advisors when necessary.

### **SECTION 4.3 MARKET ORDER EXECUTION AND TRANSACTION PROCEDURES**

This section pertains to the Client's submission of orders to buy or sell financial instruments—including but not limited to currencies, equities, commodities, derivatives, or other traded assets—at the prevailing market price at the time the order is processed. A Market Order mandates immediate execution at the best available price, subject to prevailing market liquidity and conditions. Execution of Market Orders is automatic upon placement, and the Client acknowledges that due to market fluctuations, the final execution price may differ from the originally quoted price, commonly referred to as slippage.

The Company facilitates Market Order execution via its trading platform, and the Client agrees to comply with all applicable terms and trading conditions. The Company does not guarantee order execution at a specified price and may refuse or cancel orders if deemed necessary due to market irregularities, system errors, or non-compliance with this T&C.

#### **Subsection 4.3.1. Suitability and Risk Awareness**

The Client acknowledges that financial instruments offered through the Company may not be appropriate for all investors or traders. It is the Client's sole responsibility to assess the suitability of any financial instrument before engaging in trading activities. Instruments may include but are not limited to, currencies, cryptocurrencies, equities, indices, futures, options, and derivatives.

#### **Subsection 4.3.2. Client Expertise and Responsibility**

The Client represents that they possess sufficient knowledge, experience, and investment objectives suitable for engaging with the Company's services and the financial products offered. While the Company may provide market insights, analysis, or educational materials, the Client is responsible for fully understanding the risks and implications of any trade or strategy undertaken.

**Subsection 4.3.3. Execution Risks and Market Volatility**

By placing an order, the Client acknowledges inherent risks such as slippage, where execution prices may vary due to market volatility. The Company disclaims liability for losses arising from market price changes occurring between order submission and execution.

**Subsection 4.3.4. Counterparty and Non-transferability**

Each executed trade involves at least two parties ("Counterparties"), with the Company acting as the Client's counterparty. All trades and orders are non-transferable and specific to the registered Client account. No rights or obligations under a trade may be assigned to any third party.

**Subsection 4.3.5. Order Execution and Platform Functionality**

The Company commits to executing Market Orders promptly via the trading platform but does not guarantee uninterrupted access or error-free order processing. Technical issues, including connectivity failures, server outages, or force majeure events, may delay or prevent order execution, for which the Company accepts no liability.

**Subsection 4.3.6. Price Quotes, Leverage, and Modifications**

Price quotations and leverage limits provided to the Client may vary depending on the Client's account type, trading volume, or proficiency level. The Company reserves the right to modify, cancel, or refuse any price quote or leverage offering at its sole discretion without prior notice.

**Subsection 4.3.7. Order Accuracy and Completeness**

The Client must ensure that all order details and specifications submitted via the platform or other communication channels are accurate and complete. The Client assumes full responsibility for any consequences arising from inaccurate or incomplete order information.

**Subsection 4.3.8. Order Cancellation and Modification Policy**

Once a Market Order is executed; it cannot be altered or canceled. The Company may refuse requests for order modification or cancellation at its discretion, particularly if such actions risk disrupting market integrity or the trading platform's operation.

**Subsection 4.3.9. Rejection or Cancellation of Orders**

The Company retains the right to reject, cancel, or refuse to process any Market Order due to unusual market conditions, suspected fraudulent activity, system errors, or regulatory restrictions. The Company's determination shall be final, and it will bear no liability for losses incurred due to such actions.

**Subsection 4.3.10. Monitoring and Management of Trades**

It is the Client's responsibility to actively monitor and manage their trades and account status. The Company may restrict, withhold, or close trades deemed excessive in risk, illiquid, or inappropriate, at its discretion.

**Subsection 4.3.11. Market Conditions and External Factors**

The Client recognizes that factors outside the Company's control, including but not limited to market volatility, internet latency, and systemic interruptions, may impact trade execution or prices. The Company may attempt to provide solutions but is not obligated to do so.

**Subsection 4.3.12. Client Obligations and Compliance**

By placing orders, the Client agrees to abide by this T&C and all applicable laws and regulations. Unauthorized, fraudulent, or suspicious trading activity may lead to account suspension, fund withholding, or reporting to regulatory authorities.

**Subsection 4.3.13. Limits on Orders and Trade Volume**

The Company may impose limitations on order sizes, trade frequency, or exposure levels based on regulatory, operational, or market risk considerations. "Such limitations are subject to change without prior notice and may be implemented automatically via platform rules.

**Subsection 4.3.14. Automatic Closure and Expiry of Positions**

Positions and orders may be subject to automatic closure upon contract expiry or when the Client's account no longer meets required criteria. Failure to close positions prior to expiration may result in automatic settlement or liquidation.

**Subsection 4.3.15. Fees and Charges on Pending Contracts**

In cases where pending contracts or reservations are held, the Company may deduct margin or fees proportionate to leverage levels (commonly 1% to 5%) to mitigate floating losses, including closing trades in partial lots if necessary.

**Subsection 4.3.16. Scalping and Prohibited Trading Practices**

Scalping trades are prohibited unless explicitly reserved and approved with the relevant liquidity provider. Any profits or trades deemed to violate this policy may be voided or canceled.

**Subsection 4.3.17. Risk Disclosure Acknowledgment**

The Client confirms full awareness of the Acknowledgment and Disclosure of Risks and understands the inherent risks involved in Market Orders and trading activities, including potential financial losses.

**Subsection 4.3.18. Liability Disclaimer**

The Company disclaims liability for any losses or damages resulting from slippage, order rejection, failure to execute, or any technical or market-related issues affecting trades or orders.

**PART E: INFORMATION MANAGEMENT AND RECORDKEEPING****SECTION 5.1. CLIENT DATA PROVISION AND COMPLIANCE**

“**Client Data**” refers to all personal, financial, and account-related information submitted by the Client to the Company during onboarding or throughout their relationship with the Company. This includes, but is not limited to, identifying details, contact information, transaction history, and documentation provided for regulatory compliance.

**Subsection 5.1.1: Accuracy of Client Information**

The Client warrants that all information provided is true, accurate, current, and complete. The Client must promptly update any changes. Inaccuracies may result in account suspension or termination.

**Subsection 5.1.2: Identity Verification Obligations**

The Client agrees to submit necessary documents for KYC verification. Documents must be legitimate, complete, and unaltered.

**Subsection 5.1.3: Verification and Supplementary Requests**

The Company reserves the right to verify submitted information using third-party services. Additional documents may be requested for AML/KYC compliance.

**Subsection 5.1.4: Jurisdictional and Method-Specific Requirements**

Depending on the Client’s jurisdiction or payment method, the Company may require further documentation, such as bank statements or income verification.

**Subsection 5.1.5: Initial Personal Information Disclosure**

During registration, the Client must provide full legal name, date of birth, address, employment, and financial details for account creation and identification.

**Subsection 5.1.6: Consent to Data Collection and Usage**

By providing information, the Client consents to its collection, processing, storage, and disclosure as per the Information Privacy and Security Policy and legal requirements.

**Subsection 5.1.7: Client Responsibility for Data Security**

While the Company implements data security measures, the Client is solely responsible for safeguarding login credentials and sensitive information. The Company shall not be liable for any unauthorized access or breaches resulting from the Client's negligence, including loss, sharing, or inadequate protection of credentials, except where caused by the Company's gross negligence or willful misconduct.

**Subsection 5.1.8: Information Sharing with Financial Institutions**

Client data may be collected through the website or financial transactions and shared with banks or payment processors to ensure compliance.

**Subsection 5.1.9: Consequences of False or Incomplete Data**

The Company may deny or deactivate accounts if data is found to be false, fraudulent, or incomplete. Clients must keep data up to date.

**Subsection 5.1.10: Rejection of Invalid Documentation**

The Company may reject expired, incomplete, or fraudulent documents. Clients must promptly correct deficiencies to maintain account functionality.

**Subsection 5.1.11: Lost or Inaccessible Registered Email**

If the Client loses access to their registered email, they must inform the Company before initiating any complaints or claims.

**Subsection 5.1.12: Storage of Communications and Documentation**

The Company may retain submitted documents, as well as all communications (calls, emails, chats), for compliance and operational purposes.

**Subsection 5.1.13: Transaction Record Retention**

Records of all financial transactions are maintained and may be shared with relevant parties for regulatory or operational use.

**Subsection 5.1.14: Company Ownership of Communication Records**

All records between the Client and Company are proprietary to the Company and stored securely in line with data retention policies.

**Subsection 5.1.15: Use of Records as Legal Evidence**

Such records may be submitted as evidence in legal or regulatory proceedings and disclosed to authorities when legally required.



#### **Subsection 5.1.16: Discretion on Internal Record Disclosure**

The Company is not required to disclose internal documents or communications and may refuse such requests.

#### **Subsection 5.1.17: Third-Party Data Disclosure for Operational Purposes**

Client data may be shared with affiliates, banking partners, or service providers for legitimate business or compliance reasons.

#### **Subsection 5.1.18: Restrictions on Recording and Public Disclosure**

Clients may not record calls or disclose internal Company correspondence without consent. Breaches may result in penalties.

#### **Subsection 5.1.19: Suspension Due to Irregular Data Activity**

The Company may suspend or limit account access if irregular or potentially fraudulent activity related to Client Data is detected.

### **SECTION 5.2. ELECTRONIC ACCEPTANCE AND DIGITAL AUTHORIZATION**

“**Electronic Acceptance and Digital Authorization**” means the Client’s agreement via electronic methods (e.g., clicking “I Agree,” digital signatures) is legally binding and equivalent to handwritten consent under applicable laws.

#### **Subsection 5.2.1: Consent to Use of Digital Signatures**

The Client consents to use digital signatures across all agreements and transactions, with the same legal effect as physical signatures.

#### **Subsection 5.2.2: Notification via Registered Electronic Contact**

All communications will be sent to the Client’s registered email. Clients must notify the Company of changes to maintain receipt.

#### **Subsection 5.2.3: Binding Nature of Electronic Communications**

The Client agrees to receive binding documents and notifications electronically, without requiring acknowledgment of receipt.

#### **Subsection 5.2.4: Client Liability for Digital Credential Security**

The Client is responsible for protecting login and signature credentials. The Company shall not be liable for unauthorized use due to the Client’s failure to safeguard such credentials, except in cases of gross negligence or misconduct by the Company.



#### **Subsection 5.2.5: Legally Binding Effect of Digital Actions**

All digital actions and authorizations performed by the Client are binding and enforceable.

#### **Subsection 5.2.6: Consent Withdrawal Procedure**

Clients may withdraw their consent to electronic signatures and communications by notifying the Company in writing. However, such withdrawal does not affect the Company's rights to collect, store, or process Client Data as governed by the Information Privacy and Security Policy or legal requirements.

#### **Subsection 5.2.7: Retention of Electronic Records**

The Company maintains electronic records in line with legal and operational policies, serving as official proof of transactions.

#### **Subsection 5.2.8: Responsibility for Misuse of Electronic Authorization**

The Client bears liability for misuse of their digital authorization, unless such misuse is directly attributable to the Company's gross negligence or willful misconduct.

#### **Subsection 5.2.9: Enhanced Verification Procedures**

The Company may apply additional verification methods (e.g., two-factor authentication, biometrics) to enhance electronic authorization security.

### **PART F: ACCOUNT USAGE AND PERMISSIONS**

#### **SECTION 6.1: ACCOUNT ACCESS AND PLATFORM UTILIZATION**

##### **Subsection 6.1.1: Authorization to Access Platform**

Upon successful registration, the Client shall receive credentials enabling access to the Company's trading platform. This access is personal, limited, and non-transferable, and is granted for the purpose of executing permitted transactions in accordance with this T&C.

##### **Subsection 6.1.2: Safeguarding of Access Credentials**

The Client is solely responsible for maintaining the confidentiality and security of all login credentials, including usernames, passwords, and verification details. Unauthorized sharing of access credentials is strictly prohibited.

##### **Subsection 6.1.3: Client Responsibility for Account Activity**

The Client shall be held fully accountable for all activities executed through their account, whether by the Client or an unauthorized third party. The Company shall not be held liable for any losses arising from compromised credentials or account misuse.



#### **Subsection 6.1.4: Separate Operation of Multiple Accounts**

Where a Client maintains multiple accounts with the Company, each account shall be regarded as independent. Activity or liabilities in one account shall not affect the others unless the Company determines otherwise.

#### **Subsection 6.1.5: Mandatory Notification of Security Breaches**

The Client must promptly inform the Company in writing of any actual or suspected loss, theft, or unauthorized use of login credentials. Failure to report in a timely manner may result in financial loss, for which the Client shall bear full responsibility.

#### **Subsection 6.1.6: Company's Right to Suspend or Terminate Access**

The Company may, at its sole discretion and without prior notice, suspend, restrict, or terminate the Client's access to the trading platform where there is suspected misuse, non-compliance with terms, or for any other operational or security reasons.

#### **Subsection 6.1.7: Loss of Communication Access**

The Client is required to maintain access to their registered email or preferred communication channel. Any loss of access must be reported to the Company to prevent disruption in account management and security verification.

#### **Subsection 6.1.8: Accuracy of Information Provided**

The Client confirms that all personal and financial information provided is true, accurate, and up to date. The Company reserves the right to restrict or deny access if any information is found to be false or incomplete.

#### **Subsection 6.1.9: Monitoring for Compliance and Security**

The Client acknowledges and agrees that the Company may monitor account activity for the purposes of regulatory compliance, fraud prevention, and platform integrity.

#### **Subsection 6.1.10: Updates to Access Policies**

The Company reserves the right to update or amend policies related to account access. Such changes will be communicated via appropriate channels, and continued use of the platform signifies acceptance.

### **SECTION 6.2: THIRD-PARTY ACCESS AND AUTHORIZATION**

#### **Subsection 6.2.1: Risk of Delegating Access to Third Parties**

Clients may authorize third parties to access or operate their accounts. However, such delegation is done at the Client's own risk, and the Company accepts no responsibility for the conduct or suitability of any authorized individual or entity.



#### **Subsection 6.2.2: Prior Written Approval Requirement**

Third-party access shall be granted only upon the Client's formal written request and subject to the Company's written approval. The Client remains responsible for safeguarding their credentials.

#### **Subsection 6.2.3: Trading Authorization Agreements**

Where third parties are granted trading privileges, such authorization must be executed through a formal agreement, signed by both parties and approved by the Company. The Company may revoke such authorization at any time.

#### **Subsection 6.2.4: Authorization of Family Members**

First-degree relatives may be granted account access only upon verification and at the Company's discretion. The Company reserves the right to refuse or cancel such access, irrespective of familial ties.

#### **Subsection 6.2.5: Client Responsibility for Authorized Users**

The Client accepts full responsibility for any actions, transactions, or liabilities incurred by authorized third parties. All such activity is deemed to have been carried out with the Client's consent.

#### **Subsection 6.2.6: Company's Right to Reject Third-Party Access**

The Company may reject or revoke third-party access at its discretion, without the need to provide justification, and may nullify any actions taken by third parties during or after the period of access.

#### **Subsection 6.2.7: Indemnity for Third-Party Actions**

The Client agrees to indemnify and hold the Company harmless against any losses, claims, or damages resulting from the actions of any authorized third party.

#### **Subsection 6.2.8: Due Diligence on Authorized Individuals**

The Company may request additional documents or conduct background checks on any authorized third party before granting or continuing access. Access may be denied or revoked at any time based on this assessment.

#### **Subsection 6.2.9: Revocation of Authorization**

Clients must notify the Company in writing to revoke third-party authorization. The Client remains liable for all actions taken by the third party until the revocation is processed and confirmed by the Company.

### **SECTION 6.3: DORMANT ACCOUNTS**

**Subsection 6.3.1: Definition of a Dormant Account**

An account shall be classified as Dormant when there has been no activity for a continuous period of ninety (90) calendar days. Activity includes, but is not limited to:

- ☐ Logging in to the trading platform
- ☐ Executing trades
- ☐ Accessing the Client dashboard
- ☐ Performing deposits or withdrawals

**Subsection 6.3.2: Monthly Maintenance Fee**

All Dormant accounts shall be subject to a monthly maintenance fee. This fee shall be deducted in the base currency of the account and will continue until the account is reactivated or the balance reaches zero.

**Subsection 6.3.3: Reclassification After Extended Inactivity**

Accounts that remain Dormant for six (6) consecutive months shall be classified as long-term Dormant accounts and may be subject to revised fee structures or further restrictions.

**Subsection 6.3.4: Annual Administration Fee**

For Dormant accounts that show no activity for twelve (12) consecutive months and where the Client cannot be contacted, the Company may impose an annual administration fee of USD 1,000 (or equivalent). Remaining balances may be used to cover this fee and any applicable maintenance charges. Once the balance is fully depleted due to these charges, the funds shall no longer be considered Client Funds. The Company shall not be obligated to retain records of closed or zero-balance Dormant accounts

**Subsection 6.3.5: Termination of Dormant Accounts**

An account may be terminated by the Company if:

- ☐ It remains Dormant
- ☐ Its balance is reduced to zero
- ☐ The Client is unreachable through registered communication channels

The Client shall be notified, where possible, of such termination.

**Subsection 6.3.6: Timing of Fee Deductions**

Dormant account fees shall be deducted during the first week of each month, or at intervals determined by the Company, until the account balance is exhausted.



#### **Subsection 6.3.7: Reactivation Requirements**

To reactivate a Dormant account, the Client must provide updated Know Your Customer (KYC) documentation. Upon successful verification, the account shall be returned to active status. Past maintenance fees shall not be refunded.

#### **Subsection 6.3.8: Temporary Account Suspension**

The Company may suspend access to Dormant accounts during the verification or reactivation process, or as required by internal compliance measures.

#### **Subsection 6.3.9: Notification Policy**

The Company is not obligated to provide ongoing notifications regarding Dormant account status beyond what is stated in this document. It is the Client's responsibility to monitor and manage account activity.

#### **Subsection 6.3.10: Discretionary Restrictions or Fees**

The Company reserves the right to impose additional charges or limitations on Dormant accounts based on internal policies or operational considerations.

#### **Subsection 6.3.11: Waiver of Liability for Closure**

The Company shall bear no liability for any claims or losses resulting from the closure or termination of Dormant accounts.

### **PART G: DEFAULT EVENTS AND SERVICE TERMINATION**

#### **SECTION 7.1: OCCURRENCE AND IMPLICATIONS OF DEFAULT**

A Default Event shall be deemed to occur upon the Client's failure to fulfill any responsibility or representation under these General Conditions of Service ("T&C"). Such instances may include, without limitation: non-payment of dues, inadequate margin levels, engagement in unlawful or unauthorized activities, falsification of identity or account data, or failure to comply with anti-money laundering (AML) and know-your-customer (KYC) standards. In the event of such occurrence, the Company reserves the unrestricted right to suspend the Client's access, enforce account limitations, liquidate open positions, or seek restitution through legal or regulatory avenues.

##### **Subsection 7.1.1: Incapacity, Unavailability, or Death of the Client**

A Default Event shall include circumstances where the Client is rendered legally incapacitated, is unlocatable, or is deceased. In such cases, unless overridden by governing jurisdiction, the Client's account may be temporarily assigned to the closest surviving relative pending formal succession proceedings.



#### **Subsection 7.1.2: Events of Force Majeure**

Force majeure conditions that materially hinder contractual obligations shall constitute grounds for default. These may encompass, but are not limited to: military conflicts, terrorist threats, civil commotion, labor strikes, or government-imposed restrictions.

#### **Subsection 7.1.3: Natural Force Events**

Uncontrollable natural occurrences such as earthquakes, floods, pandemics, or other calamities that obstruct performance under this Agreement shall be classified as Default Events.

#### **Subsection 7.1.4: Technical or Operational Interruptions**

The occurrence of system malfunctions, cyber intrusions, connectivity failures, or restrictions imposed by regulators that interrupt Company operations shall be treated as valid grounds for default.

#### **Subsection 7.1.5: Disclaimer of Company Liability**

The Company shall not be held liable for direct or indirect losses, damages, or claims arising from any Default Event, including those affecting the Client or third parties.

#### **Subsection 7.1.6: Right to Retain and Apply Client Funds**

In connection with a Default Event, the Company is authorized to seize and apply Client funds or assets to reconcile unpaid balances, contractual liabilities, penalties, or associated charges.

#### **Subsection 7.1.7: Legal and Equitable Recourse**

The Company is entitled to pursue all available legal remedies, including litigation or arbitration, to recover losses or enforce any term arising from a Client default.

#### **Subsection 7.1.8: Waiver of Prior Notification**

Except where mandated by law, the Company shall not be required to issue advance notice or provide compensation before taking remedial action, including account suspension or agreement termination.

#### **Subsection 7.1.9: Immediate Agreement Termination**

Any of the aforementioned triggers may prompt immediate termination of this Agreement by the Company. Upon termination, the Client forfeits all access to Company services, systems, and privileges without further recourse.



## **SECTION 7.2: SERVICE TERMINATION AND ACCOUNT DISCONTINUATION**

The Company maintains the unilateral authority to suspend or permanently close any Client account at its discretion, with or without notice, due to compliance violations, fraudulent activities, inactivity, or any breach of the T&C. Clients also have the option to request voluntary termination, contingent upon the fulfillment of all obligations.

### **Subsection 7.2.1: Client-Initiated Termination Requests**

Termination requests must be initiated from the registered email linked to the Client's profile. Requests lacking verification or originating from unregistered sources may be declined.

### **Subsection 7.2.2: Notice of Termination by Either Party**

Either party may terminate this Agreement by issuing a written notice at least fourteen (14) calendar days prior to the intended termination date, unless otherwise agreed.

### **Subsection 7.2.3: Settlement of Outstanding Amounts**

Upon termination, all financial obligations owed by the Client shall become immediately due and payable, including unsettled trades, service fees, and penalties.

### **Subsection 7.2.4: Conversion and Offsetting of Balances**

The Company may convert balances to a standard currency and offset outstanding liabilities through account consolidation or netting mechanisms.

### **Subsection 7.2.5: Access Revocation upon Termination**

All platform privileges and access rights shall be terminated immediately upon the Agreement's conclusion. Any active trades or pending instructions will be cancelled.

### **Subsection 7.2.6: Surviving Client Obligations**

Termination shall not release the Client from pre-existing obligations, which shall survive until full settlement is rendered.

### **Subsection 7.2.7: Account Closure Due to Inactivity**

The Company may deactivate inactive or dormant accounts exceeding thirty (30) calendar days or following a full balance withdrawal request. Associated charges and the reversal of any unvested credits may apply.

### **Subsection 7.2.8: Breach-Driven Termination**



Termination may occur without prior notice if the Client is found to be in material breach of any clause in this Agreement, or involved in unlawful or noncompliant conduct.

#### **Subsection 7.2.9: Failure to Satisfy Compliance Requirements**

Failure to meet verification or compliance conditions, including KYC and AML checks, may result in the immediate suspension or closure of the Client's account.

#### **Subsection 7.2.10: Client Indemnity**

The Client agrees to indemnify and defend the Company from any third-party claims or liabilities arising due to the Client's violation of these T&C or relevant legal standards.

#### **Subsection 7.2.11: No Liability for Inactivity Closure**

The Company assumes no responsibility for losses or inconvenience caused by account closure due to inactivity. No advance notice is required in such cases.

#### **Subsection 7.2.12: Consolidated Payment Provisions**

All Client dues triggered by termination procedures are encompassed under Subsection 7.2.3 to prevent duplication and ensure enforcement efficiency.

#### **Subsection 7.2.13: Data Retention and Disposal Policy**

Post-termination, the Client's personal and transactional data shall be preserved according to legal and regulatory mandates. Once the statutory retention period lapses, data shall be securely expunged.

#### **Subsection 7.2.14: Risk-Based Temporary Suspension**

The Company may institute temporary suspension measures if the Client's behavior is deemed to pose operational, legal, or reputational risk. Reactivation shall be contingent upon satisfactory resolution of the identified issue.