



# Company Service Terms

Legal Terms and Conditions

CONFIDENTIAL

This document contains proprietary information belonging to XENOSTRATS.

## Section Summary

### ARTICLE 1: FOUNDATIONAL PROVISIONS

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- Clause 1.1: Scope and Contracting Parties
- Clause 1.2: Consent, Authority, and Legal Effect
- Clause 1.3: User Obligations and Restrictions
- Clause 1.4: Revisions and Policy Updates
- Clause 1.5: Communication and Notices
- Clause 1.6: Interpretation and Precedence
- Clause 1.7: Intellectual Property
- Clause 1.8: Jurisdictional and Legal Limitations
- Clause 1.9: Risk Acknowledgment and Liability Disclaimer
- Clause 1.10: Dispute Resolution and Confidentiality
- Clause 1.11: Account Management and Enforcement
- Clause 1.12: Data Security and User Responsibility
- Clause 1.13: Indemnification

### ARTICLE 2: ELIGIBILITY, PLATFORM USAGE, AND ACCESS LIMITATIONS

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- Clause 2.1: User Eligibility and Account Responsibilities
- Clause 2.2: Client Enrollment and Compliance
- Clause 2.3: Financial Risks and User Accountability

### ARTICLE 3: ACCOUNT TYPES, STATUS, AND STRUCTURE

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- Clause 3.1: Account Categories and Eligibility
- Clause 3.2: Joint Accounts and Shared Responsibilities
- Clause 3.3: Islamic (Swap-Free) Accounts — Qualification, Compliance, and Management

### ARTICLE 4: ACCOUNT FUNDING PROCEDURES, WITHDRAWAL GOVERNANCE, AND RISK MANAGEMENT

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- Clause 4.1: Deposit Channels, Verification Requirements, and Client Obligations
  - Clause 4.2: Withdrawal Requests, Verification, and Operational Risk Management
  - Clause 4.3: Refund Eligibility, Processing Guidelines, and Reversal Policies
  - Clause 4.4: Fee Structures, Client Liabilities, and Commission Policies
-

## ARTICLE 5: CLIENT PLATFORM ACCESS, ANALYTICAL RESOURCES, AND TRADE MANAGEMENT FRAMEWORK

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- Clause 5.1: Account Access, Platform Usage, and Technical Requirements
- Clause 5.2: Market Information, Educational Materials, and Advisory Disclaimer
- Clause 5.3: Trade Execution Policies, Order Management, and Risk Mitigation

## ARTICLE 6: Client Identity, Verification, and Digital Data Governance

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- Clause 6.1: Personal Data Submission, Verification Obligations, and Compliance Oversight
- Clause 6.2: Communications, Record Retention, and Data Utilization
- Clause 6.3: Electronic Signatures and Digital Consent

## ARTICLE 7: User Authentication, Delegated Access, and Inactive Account Management

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- Clause 7.1: Credential Management, Platform Access, and Security Duties
- Clause 7.2: Delegated Access, Third-Party Authorization, and Liability
- Clause 7.3: Inactive, Dormant, and Account Termination Management

## Article 8: Default, Service Suspension, and Termination Procedures

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- Clause 8.1: Material Defaults, Insolvency Events, and Enforcement Actions
- Clause 8.2: Account Closure, Temporary Suspension, and Settlement Procedures

## Article 9: Defined Terms, Interpretations, and Glossary

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- Clause 9.1: Purpose and Scope of Terminology

## INTRODUCTORY NOTICE

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Welcome to the official online platform operated by XENOSTRATS (the “Company”). These Service Terms (“Agreement”) govern your access to and use of all websites, applications, systems, and services provided or operated by the Company. By accessing or utilizing any part of our digital platforms or related services, you acknowledge that you have read, understood, and agreed to be bound by this Agreement, together with any applicable policies, notices, and guidelines referenced herein. If you do not agree to these terms, you must immediately discontinue use of the Company’s website and all associated platforms. Continued use of any Company service constitutes your full acceptance of these terms and any subsequent revisions.

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## PURPOSE AND SCOPE

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These Service Terms establish the legal framework governing the relationship between you (“User”) and the Company concerning the use of its proprietary technology, content, applications, software systems, trading tools, and related digital or physical services (collectively, the “Services”).

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This Agreement applies to all Users, whether acting individually or on behalf of a corporation or other legal entity, and it remains valid and enforceable across all jurisdictions in which the Company lawfully operates. The Company reserves the exclusive right to amend, revise, or supplement these Service Terms at any time without prior notice. Any modification becomes effective immediately upon publication on the Company’s official website or communication channels.

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## ARTICLE 1: FOUNDATIONAL PROVISIONS

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### Clause 1.1: Scope and Contracting Parties

#### 1.1.1: Legal Nature of this Agreement

This Company Service Terms establishes the complete and exclusive legal framework between you, the end-user (the “User,” “Client,” “You,” or “Your”), and XENOSTRATS, a duly incorporated and lawfully registered entity operating via <https://www.xenostrats.com/> (hereinafter referred to as the “Company,” “We,” “Us,” or “Our”). By engaging, navigating, or otherwise utilizing any component of the Company’s official digital ecosystem. You acknowledge, understand, and consent to be legally bound by this Agreement.

#### 1.1.2: Applicability of Agreement

This Agreement governs your access to, and use of, the Company’s proprietary digital infrastructure, systems, interfaces, and associated services, including but not limited to technological platforms, data resources, content, and communication tools (collectively, the “Services”).

#### 1.1.3: Supremacy of this Agreement

This Agreement supersedes and replaces all previous understandings, representations, or arrangements, whether written or oral, unless expressly preserved herein or otherwise confirmed in writing by the Company.

#### 1.1.4: Interpretative Definitions

For purposes of clarity and interpretation within this Agreement, the following terms shall have the meanings assigned below: “Company” refers to XENOSTRATS a duly incorporated and lawfully registered entity, managed and operated by Rynat Trading Ltd. with its registered office located at Monis Machaira 18, 3020 Limassol, Cyprus, and holding company registration number 303/16. This term shall include, without limitation, all affiliates, subsidiaries, parent entities, officers, directors, employees, agents, and other duly authorized representatives acting directly or indirectly on the Company’s behalf. “Client” designates any natural or juridical person who establishes an account or otherwise engages with the Company’s Services. “Services” encompass, without limitation, digital trading environments, advisory features, educational platforms, customer support systems, and any other technological or functional services the Company provides.

## Clause 1.2: Consent, Authority, and Legal Effect

### 1.2.1: Binding Nature of Consent

By accessing, browsing, or utilizing any part of the Services, You expressly acknowledge that You have read, comprehended, and agreed to be legally bound by this Agreement and all related Company policies incorporated herein by reference, including but not limited to the Personal Data Protection and Confidentiality Policy, Conflict Management and Disclosure Policy, Refund and Cancellation Procedure, and Acknowledgment and Assumption of Risk.

### 1.2.2: Continuing Acknowledgment

Your continued access to, or use of, the Services, including activation or maintenance of an account, constitutes Your ongoing and irrevocable acceptance of this Agreement, as may be amended periodically.

### 1.2.3: Effect of Amendments

All modifications or updates to this Agreement shall take effect immediately upon their publication on the Company's official website. The User bears sole responsibility for reviewing this Agreement periodically to remain informed of any changes.

## Clause 1.3: User Obligations and Restrictions

### 1.3.1: Legal Capacity

By using the Services, You represent and warrant that You are at least eighteen (18) years of age, or have attained the legal age of majority in Your respective jurisdiction, and possess the legal capacity and authority to enter into binding agreements.

### 1.3.2: Lawful Use Requirement

You agree to use the Company's Services solely for lawful purposes, in full compliance with applicable laws, regulations, and the provisions of this Agreement.

### 1.3.3: Prohibition Against Unauthorized Use

Any unauthorized access, reproduction, modification, distribution, or exploitation of the Company's proprietary technology, data, or intellectual property is strictly prohibited and may result in suspension, termination, or legal action.

## Clause 1.4: Revisions and Policy Updates

### 1.4.1: Company's Right to Amend

The Company reserves the sole and absolute right to revise, amend, or supplement this Agreement and any related policy at any time, without prior notice.

### 1.4.2: Effective Date of Revisions

All revisions become legally effective immediately upon publication on the Company's official website or relevant communication platform.

### 1.4.3: User Responsibility for Review

Continued use of the Company's Services after such publication constitutes Your binding acceptance of the revised Agreement. The Company shall bear no responsibility for the User's failure to remain informed.

## Clause 1.5: Communication and Notices

### 1.5.1: Method of Communication

All official communications, notices, or updates from the Company shall be deemed valid when delivered via the Company's official website, registered email addresses, or any other verified electronic communication channel.

### 1.5.2: User Notification Responsibility

It is the User's responsibility to maintain an active and accessible email address to receive notices from the Company. Failure to do so shall not relieve the User of any obligations under this Agreement.

## Clause 1.6: Interpretation and Precedence

### 1.6.1: Interpretation Principle

In the event of ambiguity or inconsistency between any provisions of this Agreement and other related documents, this Agreement shall prevail, unless expressly stated otherwise.

### 1.6.2: Headings for Convenience

Headings and clause titles are inserted for reference purposes only and shall not affect the interpretation of any provision herein.

## Clause 1.7: Intellectual Property

### 1.7.1: Ownership of Content

All materials available through the Company's Services, including but not limited to text, graphics, logos, software, trademarks, and audiovisual content, constitute the exclusive intellectual property of the Company or its authorized licensors.

### 1.7.2: License to Use

Subject to this Agreement, Users are granted a limited, non-transferable, non-sublicensable, non-exclusive, and revocable license to access and use the Services solely for personal or internal business purposes. Any use beyond these purposes requires the Company's prior written consent.

## Clause 1.8: Jurisdictional and Legal Limitations

### 1.8.1: Geographic Restrictions

The Company's Services are not intended for access or use in jurisdictions where such activity would contravene local laws or regulations, including but not limited to the United States of America.

### 1.8.2: User Representation

By utilizing the Services, You represent and warrant that You are not subject to any such jurisdictional or legal restrictions and that Your access and use comply with applicable law.

## Clause 1.9: Risk Acknowledgment and Liability Disclaimer

### 1.9.1: Acknowledgment of Risk

You acknowledge that engagement with the Company's Services, including trading or investment functionalities, involves substantial risk. You are encouraged to seek independent legal, financial, or tax advice prior to participation.

### 1.9.2: Limitation of Liability

To the fullest extent permitted by law, the Company disclaims all liability for any direct, indirect, incidental, or consequential loss, damages, or disruptions arising from Your use of the Services.

## Clause 1.10: Dispute Resolution and Confidentiality

### 1.10.1: Submission of Grievances

All complaints, disputes, or grievances must be submitted using Your registered email account and will be addressed in accordance with the Company's Conflict Management and Disclosure Policy.

### 1.10.2: Confidentiality Obligations

You agree not to publicly disclose or disseminate any information pertaining to unresolved disputes. Breach of this confidentiality may result in temporary suspension, permanent restriction of access, or legal action.

## Clause 1.11: Account Management and Enforcement

### 1.11.1: Account Lifecycle

The creation, maintenance, suspension, and termination of accounts are governed exclusively by this Agreement and associated policies.

### 1.11.2: Enforcement Rights

The Company reserves the right, at its sole discretion, to suspend, restrict, or permanently terminate access to the Services with or without prior notice for any violation of this Agreement.

## Clause 1.12: Data Security and User Responsibility

### 1.12.1: User Account Security

Users are responsible for maintaining the confidentiality of their login credentials, passwords, and any security features associated with their accounts. Unauthorized access must be reported immediately.

### 1.12.2: Liability for Unauthorized Use

The User shall remain liable for all activity conducted under their account unless the Company has been notified in writing of unauthorized access.

### Clause 1.13: Indemnification

#### 1.13.1: Indemnity Obligation

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and affiliates from any claims, losses, liabilities, damages, costs, or expenses arising from Your breach of this Agreement or violation of applicable laws.

## ARTICLE 2: ELIGIBILITY, PLATFORM USAGE, AND ACCESS LIMITATIONS

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### Clause 2.1: User Eligibility and Account Responsibilities

#### 2.1.1: Legal Capacity and Geographic Restrictions

By accessing the Company's Services, You represent and warrant that You meet the minimum legal age and possess full capacity under applicable local laws to enter into binding agreements. Users located in jurisdictions where platform use is prohibited, including the United States or countries subject to sanctions by the Office of Foreign Assets Control (OFAC), are expressly barred from registering.

#### 2.1.2: Credential Security

You are responsible for safeguarding all account credentials, including usernames and passwords. All activity conducted via Your account is presumed authorized. Any suspected unauthorized access must be reported to the Company immediately.

#### 2.1.3: Accuracy of User Information

You agree to provide truthful, complete, and up-to-date information during registration and to maintain its accuracy throughout Your engagement with the Services. Failure to do so may result in account suspension or termination.

#### 2.1.4: Permitted Use of Services

You shall use the Services solely for lawful, legitimate purposes and in compliance with all applicable laws and regulations. Any activity that is fraudulent, unlawful, or detrimental to the Company, other users, or third parties is strictly prohibited.

#### 2.1.5: Prohibited Conduct

You must refrain from the following actions:

- Attempting unauthorized access to the platform or its systems;
- Disrupting normal platform operations;
- Deploying malware or other harmful software;
- Using automation tools to manipulate functions or data;
- Misrepresenting identity;
- Harassing or threatening other users or staff;
- Facilitating illegal activities.

#### 2.1.6: Financial Responsibility

You are solely responsible for any taxes or financial obligations arising from Your use of the Services. The Company does not provide tax advice and disclaims liability for any related consequences.

#### 2.1.7: Cooperation with Investigations

You agree to cooperate with lawful investigations conducted by the Company or relevant authorities, including providing requested documents and account records.

#### 2.1.8: Monitoring and Enforcement

The Company reserves the right to monitor user activity, conduct internal audits, and suspend accounts in cases of suspicious activity, compliance concerns, or breaches of this Agreement. Temporary fund freezes or permanent account restrictions may result from such reviews.

#### 2.1.9: Non-Transferability of Rights

You may not assign or delegate any rights or obligations under this Agreement without the Company's prior written consent. Unauthorized assignments shall be null and void.

#### 2.1.10: Use of Platform Content and Tools

All platform content, functionalities, and proprietary tools are provided for lawful, personal, or internal business use only. Users may not reproduce, reverse-engineer, or repurpose any part of the platform for competitive or unauthorized purposes without prior written permission.

#### 2.1.11: Platform Maintenance and Updates

The Company may periodically update systems or enhance security features, which may result in temporary service interruptions. Users acknowledge and accept that short-term downtimes may occur as part of maintenance or risk mitigation procedures.

### Clause 2.2: Client Enrollment and Compliance

#### 2.2.1: Registration and Verification Procedures

To become a fully authorized Client, You must:

- Complete the registration form through the official Company portal;
- Receive and retain secure login credentials;
- Verify the registered email account via the provided confirmation link;
- Submit official identity and residential documents for verification in accordance with

regulatory requirements.

#### 2.2.2: Payment Service Provider Compliance

By executing transactions on the platform, You agree to comply with the operational rules and legal requirements of any affiliated Payment Service Provider (PSP). Such PSP terms are incorporated by reference and enforceable as part of this Agreement.

#### 2.2.3: Platform Usage Policies

You consent to abide by all operational, functional, and legal policies associated with the Company's proprietary and licensed third-party platforms, as amended from time to time.

#### 2.2.4: Trading System Access

The Company's primary trading interface (the "Trading System") may be accessed through approved desktop applications, mobile apps, or browser-based portals.

## Clause 2.3: Financial Risks and User Accountability

### 2.3.1: Account Credentials

Upon successful onboarding, Clients receive unique trading IDs and auto-generated passwords via secure channels.

### 2.3.2: Risk Acknowledgment

Trading derivative or margin-based financial products carries substantial risk and may result in total loss of invested funds. Past performance does not guarantee future results. All trading decisions are made independently by the Client.

### 2.3.3: Informational Materials

Any market updates, training content, or illustrative guides provided by the Company are for informational purposes only and do not constitute personalized investment advice.

### 2.3.4: Responsibility for Trading Decisions

Clients are solely responsible for all trades, profits, and losses arising from platform activity. Use of model strategies or templates remains at the Client's discretion.

### 2.3.5: Professional Consultation

Clients are encouraged to seek guidance from qualified legal, financial, or tax professionals. Company personnel are prohibited from offering personalized investment advice.

### 2.3.6: Jurisdictional Compliance

Clients must ensure compliance with all applicable laws and regulations in their respective jurisdictions. The Company is not responsible for legal obligations or restrictions outside its operational scope.

## ARTICLE 3: ACCOUNT TYPES, STATUS, AND STRUCTURE

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### Clause 3.1: Account Categories and Eligibility

#### 3.1.1: Account Classification

The Company offers multiple trading account categories, differentiated by parameters such as leverage, minimum deposits, product access, and margin requirements. Account categories are subject to change at the Company's discretion.

#### 3.1.2: Jurisdictional Availability

Access to certain account types may be restricted based on local laws, internal risk assessments, and compliance controls. Availability is not guaranteed in all regions.

#### 3.1.3: Approval Rights

The Company reserves full discretion to approve, reject, suspend, or terminate accounts. No reasons need to be disclosed.

### 3.1.4: Account Modifications

Requests for account classification changes or settings modifications must be submitted formally and are effective only upon written approval by the Company.

### 3.1.5: Inactivity Protocols

Accounts inactive for 12 consecutive months may incur maintenance fees or be closed per Company policy. Inactivity may be determined by login, transaction history, or other criteria.

### 3.1.6: Minimum Balance Enforcement

Accounts with balances below USD 50.00 may be flagged for closure. The Company bears no responsibility for outcomes resulting from such actions.

### 3.1.7: Administrative Notifications

The Company may provide notices regarding account changes, upgrades, or deactivation procedures. User consent is not required for administrative actions aligned with internal policy.

## Clause 3.2: Joint Accounts and Shared Responsibilities

### 3.2.1: Default Single-User Accounts

All accounts are single-user by default. Joint usage is only permitted if a Joint Account is formally established and approved.

### 3.2.2: Authorized Signatories

Joint Accounts allow multiple individuals ("Authorized Signatories") to independently execute trades, withdraw funds, and manage the account, subject to prior written agreement.

### 3.2.3: Signatory Authority

Each Authorized Signatory has independent authority to act on behalf of the Joint Account, unless restricted by a prior written agreement approved by the Company.

### 3.2.4: Verification Requirements

All signatories must complete identity verification and submit valid documentation prior to account activation.

### 3.2.5: Communications

Notices and correspondence to a single designated Signatory are binding on all Joint Account holders.

### 3.2.6: Joint and Several Liability

All Joint Account members are jointly and severally responsible for obligations, liabilities, and financial activities of the account.

### 3.2.7: Conflicting Instructions

The Company may require written joint directives from all Authorized Signatories in cases of conflicting instructions, high-risk trades, or regulatory concerns.

### 3.2.8: Transfers Between Accounts

Transfers involving Joint Accounts require joint approval and completion of compliance checks for all involved parties.

### 3.2.9: Conversion to Individual Account

To convert a Joint Account to a single-user account, one Signatory must submit a written request with consent from all other members. Pending obligations remain enforceable.

### 3.2.10: Termination Procedures

Termination of a Joint Account requires consent from all Signatories. Residual balances will be distributed after mutual instructions are verified.

### 3.2.11: Death or Incapacity of a Signatory

In the event of death or legal incapacity of a Signatory, surviving members must notify the Company. Account control transfers per Company policy and applicable law, contingent on submission of valid legal documentation.

### 3.2.12: Fraud and Misuse

The Company may restrict, freeze, or suspend Joint Accounts if fraudulent activity, misuse, or regulatory violations are suspected. No liability is assumed for resulting delays or losses.

## Clause 3.3: Islamic (Swap-Free) Accounts — Qualification, Compliance, and Management

### 3.3.1: Purpose and Ethical Foundation

The Company offers an Islamic (Swap-Free) Account option designed for Clients whose faith-based principles prohibit participation in interest-bearing transactions. This structure ensures the exclusion of overnight interest (swap) charges in accordance with recognized Islamic financial practices.

### 3.3.2: Eligibility Application Process

Clients seeking the Islamic Account designation must submit a formal conversion request via the Company's approved application process, accompanied by supporting documentation, if required. The Company retains sole discretion to approve, deny, or revoke such applications without obligation to disclose reasons.

### 3.3.3: Permitted Trading Activities

Islamic Accounts are to be used exclusively for trading activities consistent with Sharia-compliant standards. The opening or maintenance of positions for speculative or non-compliant purposes is strictly prohibited.

### 3.3.4: Position Duration and Administrative Oversight

Open positions maintained beyond five (5) consecutive business days may be deemed non-compliant unless prior written authorization has been obtained. The Company may, at its discretion, impose non-interest administrative fees or revert the account to a standard structure to maintain compliance integrity.

### 3.3.5: Prohibition of Misrepresentation

Any Client found to have obtained or maintained an Islamic Account under false pretense, including but not limited to misrepresentation of religious eligibility or the use of swap-free status for financial advantage, shall be subject to immediate reclassification. The Company reserves the right to apply corrective adjustments or terminate access without prior notice.

### 3.3.6: Retroactive Adjustment Rights

In cases of identified misuse or non-compliance, the Company may retroactively apply standard swap charges, correct account balances, and close or liquidate relevant positions without prior consultation or liability.

### 3.3.7: Restriction on Interest-Derived Benefits

Clients operating Islamic Accounts are expressly forbidden from requesting or receiving any interest-related benefits, credits, or equivalent compensation. Any form of gain derived from interest-bearing activity constitutes a material breach of this Agreement.

### 3.3.8: Administrative Fee Structure

To offset operational expenses while maintaining Sharia adherence, the Company may levy a fixed, transparent administrative fee unrelated to interest-based calculations. All applicable fees shall be disclosed prior to activation and applied in accordance with Islamic finance principles.

### 3.3.9: Revocation of Swap-Free Status

Should a Client breach operational requirements or utilize the account in a manner inconsistent with Sharia-compliant principles, the Company reserves the unilateral right to revoke the swap-free designation. Any resulting financial adjustments, costs, or obligations shall remain the sole responsibility of the Client.

### 3.3.10: System Adjustments Upon Conversion

Upon conversion to or from an Islamic Account, the Company may execute necessary technical and accounting adjustments—such as removal of accrued swap charges, recalibration of profit margins, or closure of affected trades—to preserve fairness and system integrity.

### 3.3.11: Periodic Compliance Review

The Company will periodically review all active Islamic Accounts to ensure continued compliance with eligibility and operational standards. Clients may be requested to reaffirm eligibility or provide updated documentation to maintain their swap-free status.

### 3.3.12: Disclosure and Transparency of Sharia Governance

The Company shall make available, upon reasonable request, information on the Sharia governance framework or advisory standards that guide its Islamic Account operations. This disclosure is intended to enhance Client trust and ensure transparency of compliance methodology.

### 3.3.13: Conversion and Account Transition Procedures

Clients who wish to transition from a standard account to an Islamic (Swap-Free) Account—or vice versa—must submit a formal written request through the Company's Client Services Department. Upon review, the Company may initiate administrative or

financial adjustments necessary to preserve system integrity and ensure parity among account types.

## ARTICLE 4: ACCOUNT FUNDING PROCEDURES, WITHDRAWAL GOVERNANCE, AND

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### RISK MANAGEMENT

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#### Clause 4.1: Deposit Channels, Verification Requirements, and Client Obligations

##### 4.1.1: Authorized Deposit Methods

All deposits must be made exclusively through Company-designated payment channels as published on the official platform. Deposits are intended solely for account funding and trading purposes.

#### 4.1.2: Modification of Funding Methods

The Company may suspend, modify, or discontinue any deposit channel at its discretion without prior notice due to operational, regulatory, or security considerations.

#### 4.1.3: Compliance Verification

All incoming deposits are subject to compliance review, authentication, and applicable AML/KYC checks. Any fees or delays caused by third-party intermediaries are the Client's responsibility.

#### 4.1.4: Alternative Funding Options

If a standard funding channel is unavailable, the Company may provide an alternative approved method. Third-party deposits require prior written authorization.

#### 4.1.5: Source of Funds Certification

Clients confirm that deposited funds originate from legal and verifiable sources. False or misleading information may result in account restriction or closure.

#### 4.1.6: Suspicious Transaction Protocols

Transactions deemed irregular, fraudulent, or non-compliant may be withheld, rejected, or reported to authorities as necessary.

#### 4.1.7: Supporting Documentation

Upon request, Clients must provide documentation verifying the source of funds, including but not limited to bank statements, income proofs, or tax records.

#### 4.1.8: Third-Party Restrictions

Clients must comply with any limitations imposed by payment processors or financial intermediaries. The Company is not liable for external restrictions.

#### 4.1.9: Currency Conversion Liability

Deposits made in a foreign currency will be converted at prevailing third-party exchange rates. Any fees or discrepancies are the Client's responsibility.

#### 4.1.10: Transaction Reconciliation

All deposits undergo reconciliation. Duplicate credits, errors, or system discrepancies may be corrected by the Company without prior notification.

#### 4.1.11: Record Retention and Access

The Company retains ownership of deposit records and may restrict Client access except where legally required. Records may be maintained for a minimum period as mandated by applicable law.

#### 4.1.12: Deposit Confirmation

Clients shall receive confirmation of all deposits, including reference numbers, amounts, and timestamps. Any inconsistencies must be reported immediately.

#### 4.1.13: Third-Party Deposit Authorization

Deposits made by a representative require written authorization and valid documentation. Acceptance is at the Company's discretion.

#### 4.1.14: Chargeback and Reversal Handling

In the event of chargebacks or reversals, the Company may suspend or terminate the Client account, recover losses, and apply related administrative fees.

#### 4.1.15: Prohibited Funding Sources

Non-monetary items, physical commodities, or alternative instruments cannot be used to fund an account.

### Clause 4.2: Withdrawal Requests, Verification, and Operational Risk Management

#### 4.2.1: Authorized Withdrawal Methods

Withdrawals must be executed via Company-approved channels and are subject to identity verification and compliance clearance.

#### 4.2.2: Conditional Processing

The Company may delay, reject, or suspend withdrawals in cases of suspicious activity, insufficient balance, or unresolved documentation.

#### 4.2.3: Balance Requirements

Clients must maintain sufficient account equity to cover open positions prior to initiating a withdrawal.

#### 4.2.4: Verification Documentation

The Company may request supporting documents such as proof of bank account ownership or official identification before releasing funds.

#### 4.2.5: AML and KYC Screening

All withdrawals are subject to AML/KYC checks. Transactions flagged for risk may be temporarily held for further review.

#### 4.2.6: Return-to-Source Policy

Withdrawals are generally returned to the original funding source. Alternate methods require Company approval and verification.

#### 4.2.7: Impact on Open Positions

Withdrawals that could materially affect open trades or margin obligations may be temporarily restricted.

#### 4.2.8: Eligibility Criteria

Withdrawals are permitted only if the account meets minimum balance requirements and has no compliance or regulatory holds.

#### 4.2.9: Bonus or Promotional Adjustments

Any promotional credits may be reduced proportionally upon withdrawal unless otherwise specified.

#### 4.2.10: Minimum Withdrawal Threshold

Withdrawals below USD 50 may be declined or processed via alternative methods subject to applicable fees.

#### 4.2.11: Processing Timeline

Withdrawals are typically processed within 2–7 business days. The Company is not liable for delays outside its control.

#### 4.2.12: External Risk Disclaimer

The Company is not responsible for delays or failures caused by banks, holidays, or technical malfunctions.

#### 4.2.13: Erroneous Credits

Clients must report erroneous credits immediately. Misuse may result in account closure or legal action.

#### 4.2.14: Liability Limitation for Intermediaries

The Company is not liable for losses, delays, or non-performance caused by external payment processors or correspondent banks.

### Clause 4.3: Refund Eligibility, Processing Guidelines, and Reversal Policies

#### 4.3.1: Eligible Refund Scenarios

Refunds are permitted only under limited circumstances, including but not limited to duplicate payments, erroneous deposits, or operational errors. Each request shall be assessed individually for eligibility.

#### 4.3.2: Submission Timeframe

Refund requests must be submitted within fourteen (14) calendar days from the date of the original transaction. Requests received after this period may only be considered under exceptional Company discretion.

#### 4.3.3: Post-Window Processing

Once the refund request period lapses, Clients must utilize standard withdrawal procedures, subject to all applicable account and platform requirements.

#### 4.3.4: Irreversible Transactions

Transactions successfully processed via withdrawal cannot be reversed unless justified by specific operational errors or other exceptional circumstances as determined by the Company.

#### 4.3.5: Exclusions Based on Trading Outcomes

Refunds shall not be granted for outcomes related to market fluctuations, Client trading decisions, or speculative activity.

#### 4.3.6: Documentation and Justification Requirement

Clients must provide supporting documentation and a clear rationale to initiate a refund. The Company reserves the right to approve or deny requests based on adherence to this Agreement and Client transaction history.

#### 4.3.7: Administrative and Processing Costs

Approved refunds may be subject to deduction of processing and administrative fees, which shall be communicated to the Client prior to execution.

#### 4.3.8: Company-Initiated Refunds

The Company may, at its sole discretion, initiate a refund in cases of transaction duplication, operational errors, or internal system faults. Clients shall be notified promptly of such corrective measures.

#### 4.3.9: Notification of Refund Outcome

All refund decisions, whether approved or denied, will be communicated to the Client through official channels within a reasonable timeframe.

#### 4.3.10: Limitation of Liability

The Company shall not be liable for indirect, consequential, or speculative losses resulting from delayed or denied refunds.

### Clause 4.4: Fee Structures, Client Liabilities, and Commission Policies

#### 4.4.1: Acknowledgment of Fees

Clients acknowledge and accept that use of the Company's platforms is subject to applicable service fees, including but not limited to spreads, transaction charges, swap/overnight costs,

and other operational deductions. Specific charges are displayed on the platform and are binding.

#### 4.4.2: Fee Variability Across Accounts

Fee structures may vary by account type and may change according to trading volume, funding method, or promotional incentives. Updates may be implemented without individual notification, though published on the Company platform.

#### 4.4.3: External Charges Responsibility

Clients remain responsible for fees imposed by third-party financial institutions, including but not limited to bank transfer fees, currency conversion costs, or intermediary charges.

#### 4.4.4: Deemed Acceptance of Updated Fees

Continued use of the platform following fee adjustments constitutes acceptance of such changes. Clients are encouraged to review fee disclosures regularly.

#### 4.4.5: Inactivity and Maintenance Fees

Accounts with prolonged inactivity or below designated thresholds for trading volume may incur dormancy or maintenance charges, which will be communicated via platform notices.

#### 4.4.6: Late Payment Interest

Overdue balances, including unpaid service fees or commissions, may accrue interest at a rate of 4% per annum. Interest accrues daily until full settlement.

#### 4.4.7: Payment Obligation and Enforcement

Clients must settle all fees and charges by the communicated deadlines. Delinquent accounts may be restricted from trading, frozen, or referred to collections in accordance with applicable law.

#### 4.4.8: Account Closure and Settlement Requirement

Clients terminating services must notify the Company in writing and settle all outstanding obligations before official account closure.

#### 4.4.9: Aggregated Fee Statements

The Company may consolidate certain fees into aggregated statements for operational clarity.

#### 4.4.10: Volume-Based Benefits

High-volume or long-term Clients may be eligible for discounts, rebates, or loyalty benefits at the Company's discretion. These benefits may be revised or withdrawn at any time.

#### 4.4.11: Promotional Credits and Waivers

Promotional or campaign-specific fee waivers may be subject to reversal if the Client withdraws early or violates the campaign conditions.

#### 4.4.12: Transparency of Fee Changes

All fee updates, including increases, reductions, or new charges, will be published on the Company platform. Clients are responsible for monitoring these updates to remain informed.

## ARTICLE 5: CLIENT PLATFORM ACCESS, ANALYTICAL RESOURCES, AND TRADE

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### MANAGEMENT FRAMEWORK

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#### Clause 5.1: Account Access, Platform Usage, and Technical Requirements

##### 5.1.1: Login Credentials

Upon account creation, each Client receives unique credentials for system access. Credentials must be kept confidential. Clients bear full responsibility for all activity conducted under their login, except where unauthorized actions are demonstrably caused by Company negligence.

##### 5.1.2: License to Use Platform

Clients are granted a limited, non-transferable license to access and use the trading platform solely for Company-sanctioned trading activity. Continued access requires compliance with this Agreement.

##### 5.1.3: System Compatibility and Client Responsibility

Clients must ensure their hardware, operating systems, browsers, and internet connectivity meet operational requirements. The Company is not liable for disruptions caused by insufficient Client technology.

##### 5.1.4: Platform Availability and Interruptions

Access to the trading system may be interrupted due to maintenance, technical failures, cybersecurity incidents, or force majeure events. The Company disclaims liability for any resulting losses or damages.

##### 5.1.5: Amendments to Access Permissions

The Company may adjust trading permissions, leverage limits, or margin requirements at its discretion. Updates are effective immediately upon publication on the platform.

##### 5.1.6: Prohibited Security Breaches

Any attempt to compromise platform integrity—including hacking, DDoS attacks, or malware deployment—may result in immediate account suspension, legal action, and forfeiture of associated funds.

#### 5.1.7: Unauthorized Automated Tools

The deployment of external trading systems, bots, scripts, or other automation tools is strictly prohibited unless expressly approved in writing. Unauthorized use may lead to trade reversals, loss of profits, and account sanctions.

#### 5.1.8: Intellectual Property Rights

All platform software, visual elements, and backend systems remain proprietary to the Company. Reverse engineering, redistribution, or unauthorized replication is strictly forbidden.

#### 5.1.9: Agreement Governance

Platform access is governed by this Agreement, as amended from time to time. Continued usage constitutes acceptance of all updates.

#### 5.1.10: Technical Disruption Disclaimer

Trading functionality may be affected by system outages or external factors beyond the Company's control. The Company shall not be liable for any resulting losses or missed opportunities.

#### 5.1.11: Security Audits and Usage Monitoring

The Company may perform periodic security audits, account reviews, or monitoring to detect suspicious behavior, unauthorized access, or violations of this Agreement. Clients must cooperate with any such investigations.

#### 5.1.12: Data Protection and Privacy Compliance

The Company may collect and process account usage data in compliance with applicable data privacy laws. Client information will be handled securely and in accordance with the Company's Personal Data Protection and Confidentiality Policy.

### Clause 5.2: Market Information, Educational Materials, and Advisory Disclaimer

#### 5.2.1: Informational Content

The Company may provide market summaries, charts, analytics, forecasts, and educational resources ("Content") for general informational purposes only.

#### 5.2.2: No Personalized Advice

Clients must not interpret Content as personalized legal, tax, or investment advice. Any decisions made based on Content are undertaken at the Client's own risk.

#### 5.2.3: Speculative Nature of Analysis

All analyses, forward-looking statements, or suggested strategies are inherently speculative and may not reflect real-time market conditions. They are subject to change without notice.

#### 5.2.4: Accuracy and Availability Disclaimer

While the Company strives to provide timely and accurate Content, no guarantee is made regarding completeness, accuracy, or uninterrupted availability.

#### 5.2.5: Limitation of Liability for Content

The Company shall not be liable for losses or damages incurred due to reliance on Content, including indirect or consequential losses.

#### 5.2.6: No Obligation for Personalized Guidance

The Company is under no obligation to provide individualized investment or trading advice. Clients are encouraged to consult independent professional advisors.

#### 5.2.7: Intellectual Property Restrictions

Unauthorized duplication, transmission, or publication of proprietary Content is prohibited and may result in civil or criminal penalties.

#### 5.2.8: Compliance with Local Jurisdictions

Clients accessing Content from outside the Company's regulated jurisdiction are responsible for ensuring compliance with local laws and regulations.

#### 5.2.9: Content Updates and Removal

Content may be updated, modified, or removed at any time without prior notice. Archiving or long-term access is not guaranteed.

#### 5.2.10: Client Responsibility for Relevance

Clients are responsible for verifying the relevance and validity of all Content prior to use. Reliance on outdated or superseded materials is at the Client's own risk.

### Clause 5.3: Trade Execution Policies, Order Management, and Risk Mitigation

#### 5.3.1: Market Execution Variability

All transactions initiated by Clients are subject to prevailing market conditions and may experience slippage, delayed fills, or partial execution.

#### 5.3.2: Market Order Efforts

The Company shall use commercially reasonable efforts to execute Market Orders at optimal prices but does not guarantee execution at the most recently displayed quote.

#### 5.3.3: Client Responsibility for Orders

Order placement reflects the Client's independent judgment. The Company is not responsible for evaluating the appropriateness, suitability, or intent of trades.

#### 5.3.4: Price Fluctuation Risk

Market volatility may cause executed trade prices to deviate from expectations. Such deviations are normal and do not constitute a claimable event.

#### 5.3.5: Client Knowledge and Risk Awareness

Clients are assumed to possess adequate understanding of the instruments, trading strategies, and associated risks.

#### 5.3.6: Trading Restrictions

The Company reserves the right to restrict or suspend trading of specific instruments for compliance, liquidity, risk management, or operational purposes.

#### 5.3.7: Finality of Executed Trades

Trades executed on the platform are final and irreversible unless explicitly permitted by the Company under exceptional circumstances.

#### 5.3.8: Proprietary Trading

Trades may be executed against the Company's proprietary positions. The Company is not obligated to act solely as an intermediary.

#### 5.3.9: System and Connectivity Interruptions

Execution may be delayed due to system failures, internet outages, or other technical disruptions. The Company shall not be liable for resulting losses.

#### 5.3.10: Trade Limits and Exposure Controls

The Company may impose volume ceilings, session limits, or other trading parameters to mitigate systemic risk or satisfy regulatory requirements.

#### 5.3.11: Non-Standard Order Channels

Orders submitted through alternative channels, including telephone or email, may be declined or delayed at the Company's discretion.

#### 5.3.12: Position Management Responsibility

Clients are responsible for managing position expirations, rollover fees, or carry charges. Failure to act may result in automatic liquidation.

#### 5.3.13: Market Risk Disclaimer

All price movements carry inherent risk. The Company disclaims responsibility for realized or unrealized losses resulting from market activity.

#### 5.3.14: Automated and High-Frequency Trading

High-frequency trading strategies, latency arbitrage, or algorithmic tools require prior written authorization. Non-disclosure may result in trade suspension, profit reversal, or account termination.

#### 5.3.15: Forced Trade Adjustments

The Company may modify trade sizes, margin requirements, or close open positions to reduce exposure or protect system integrity.

#### 5.3.16: Margin Enforcement

Failure to meet margin thresholds or trade conditions may trigger automatic account intervention without prior notice.

#### 5.3.17: Manipulation and Abuse Prevention

Suspected market manipulation—including layering, spoofing, or quote stuffing—may result in trade investigation, annulment, or reporting to regulatory authorities.

#### 5.3.18: Emergency Market Conditions

Geopolitical events, cybersecurity incidents, or other market emergencies may necessitate temporary suspension or modification of trade execution.

#### 5.3.19: Collateral Requirements

Collateral, typically 1%–5% of the position size, may be withheld for open trades. Collateral levels are adjustable at the Company's discretion without prior notice.

#### 5.3.20: Accuracy of Trade Entries

Clients are responsible for entering correct trade data. Errors in size, direction, or instrument selection are not rectifiable by the Company.

#### 5.3.21: Technical Delays

Delays due to server congestion, bandwidth limitations, or service provider outages are beyond the Company's responsibility.

#### 5.3.22: Instrument Availability

High-risk or unstable instruments may be delisted or deactivated without prior notification.

#### 5.3.23: Risk-Based Trading Restrictions

The Company may impose closures on large positions or high-exposure accounts to preserve platform security.

#### 5.3.24: Presumption of Authorized Transactions

All trades conducted using valid Client credentials are presumed authorized. The Company may investigate unusual activity and freeze accounts pending review.

#### 5.3.25: Instrument Maturity and Liquidity Adjustments

Orders related to maturing instruments or redirected liquidity providers may be automatically closed in accordance with the Company's execution policies.

#### 5.3.26: Monitoring Margin and Position Status

Clients are encouraged to monitor margin ratios and open positions regularly. Inadequate margin may result in forced liquidation or margin calls.

#### 5.3.27: Risk-Management Tools

Use of stop-loss, take-profit, or similar risk controls is recommended. However, the Company does not guarantee precise execution timing.

#### 5.3.28: Automated Monitoring of Trades

The Company may deploy automated systems to detect abnormal trade patterns, breaches of trading behavior rules, or system anomalies.

#### 5.3.29: Reporting and Review

Clients must promptly report any discrepancies in trade execution. The Company may conduct reviews and implement corrective actions when required.

## Article 6: Client Identity, Verification, and Digital Data Governance

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### Clause 6.1: Personal Data Submission, Verification Obligations, and Compliance Oversight

### 6.1.1: Accurate Client Information

Clients must provide complete and truthful personal details during account registration, including legal name, address, contact information, occupation, and financial background. Clients are obligated to update this information promptly to ensure accuracy.

### 6.1.2: Documentation for Identity Verification

Clients are required to submit all requested documentation—such as government-issued ID, proof of residence, and source of funds—in compliance with the Company's KYC and AML policies.

### 6.1.3: Validation Checks

The Company may perform identity verification, either internally or through certified third-party providers, at any time. Clients must fully cooperate by providing supporting documentation when requested.

### 6.1.4: Consequences of Inaccurate Data

Submission of false, expired, misleading, or incomplete documentation, or failure to respond to Company requests, may result in immediate suspension or termination of account access without notice or liability.

### 6.1.5: Supplementary Verification Requests

Additional documentation may be required based on transaction volumes, unusual account activity, jurisdictional obligations, or payment methods used. Compliance with such requests is mandatory.

### 6.1.6: Right to Suspend or Reject Accounts

The Company retains the discretion to reject, suspend, or terminate accounts that fail to meet compliance, KYC, or AML benchmarks. Clients must promptly address any deficiencies identified.

### 6.1.7: Form and Data Entry Compliance

Improperly completed or outdated forms may be rejected. Clients are expected to correct any deficiencies to maintain uninterrupted service.

### 6.1.8: Disclosure of Sensitive Information

Clients acknowledge that registration entails disclosure of sensitive data—including income verification, residential history, and employment details—for account setup and risk assessment purposes.

### 6.1.9: Authorization for Data Use and Sharing

Clients consent to the collection, retention, and use of personal data by the Company and, where applicable, its affiliates, regulators, law enforcement, payment providers, or authorized third parties, strictly in accordance with applicable laws and the Company's Client Data Protection Policy.

### 6.1.10: Digital Security Acknowledgment

While the Company employs robust security protocols, Clients acknowledge that no system is entirely immune to compromise and accept responsibility for safeguarding login credentials. Any suspected breaches must be reported immediately.

### 6.1.11: Transaction Data Sharing

Data related to account activity may be shared with third-party financial institutions, payment processors, or regulators as part of standard processing and compliance measures.

#### 6.1.12: Email Access Requirement

If a Client loses access to their registered email, written notification must be submitted for official communications to remain valid.

#### 6.1.13: Ongoing Compliance Reviews

The Company may conduct periodic reviews of Client information and account activity to ensure adherence to regulatory and risk management requirements.

#### 6.1.14: Compliance and Reputation-Based Restrictions

Accounts posing compliance or reputational risks—including those linked to sanctions, PEP status, or suspicious activity—may be restricted or terminated without prior notice.

#### 6.1.15: Data Retention and Audit Trail

The Company retains Client data for audit, regulatory, or operational purposes as necessary. Retention periods are determined in line with applicable laws and internal policies.

### Clause 6.2: Communications, Record Retention, and Data Utilization

#### 6.2.1: Recording of Communications

All interactions via email, phone, chat, or other digital channels may be recorded and archived for operational, legal, or quality assurance purposes.

#### 6.2.2: Confidentiality of Communications

All communications between the Client and Company are proprietary and confidential. Records may be retained indefinitely and used in any regulatory, legal, or administrative proceedings.

#### 6.2.3: Limited Access to Records

Clients are not entitled to internal communication logs unless legally mandated; the Company may deny requests entirely at its discretion.

#### 6.2.4: Data Sharing with Authorized Parties

To comply with regulatory or operational requirements, the Company may transmit Client data to affiliates, partners, or service providers in accordance with internal policies and applicable law.

#### 6.2.5: Prohibition on Unauthorized Recording

Clients are prohibited from recording calls or reproducing internal correspondence without prior written consent. Breaches may result in penalties or suspension of services.

#### 6.2.6: Periodic Data Use Disclosures

The Company may issue summaries of data processed, retained, or shared with third parties to promote transparency.

### Clause 6.3: Electronic Signatures and Digital Consent

#### 6.3.1: Validity of Digital Actions

Interactions with the platform—including clicking “Agree” or equivalent actions—constitute valid electronic signatures.

#### 6.3.2: Legal Equivalence of Electronic Signatures

Electronic execution of agreements, authorizations, or instructions carries the same legal force as traditional handwritten signatures, consistent with applicable e-commerce laws.

#### 6.3.3: Electronic Notices and Disclosures

All notices, statements, or confirmations delivered electronically are effective upon dispatch, irrespective of Client acknowledgment.

#### 6.3.4: Digital Contact Responsibility

Clients must ensure access to email, devices, or other approved communication channels and promptly notify the Company of any changes.

#### 6.3.5: Validity of Digital Instructions

Any instruction issued via the Client’s registered digital account is presumed valid and enforceable.

#### 6.3.6: Retention of Digital Records

The Company may retain digital communications, transactions, and acknowledgments for compliance, dispute resolution, or operational purposes.

#### 6.3.7: Client Responsibility for Unauthorized Access

Clients bear responsibility for unauthorized or fraudulent instructions issued under their credentials. The Company is liable only for gross negligence or willful misconduct.

#### 6.3.8: Cybersecurity Measures by Client

Clients agree to implement reasonable cybersecurity practices, including using secure networks and updated antivirus software, to mitigate unauthorized access.

#### 6.3.9: Third-Party Device Usage Warning

Clients acknowledge that accessing services on shared or public devices may increase security risks and agree to exercise caution and log out appropriately.

## Article 7: User Authentication, Delegated Access, and Inactive Account Management

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### Clause 7.1: Credential Management, Platform Access, and Security Duties

#### 7.1.1: Authorized Access

Access to the Company’s digital platforms is reserved exclusively for registered Clients for legitimate purposes in accordance with this Agreement. Access is non-transferable and contingent upon adherence to security protocols and operational policies.

#### 7.1.2: Unique Login Credentials

Upon account activation, Clients are issued individualized login credentials. These credentials are confidential and intended solely for the Client's personal use. Sharing or transferring credentials is strictly prohibited.

#### 7.1.3: Responsibility for Account Activity

Clients bear full responsibility for all actions conducted under their credentials. Activities performed prior to Company acknowledgment of any reported breach are presumed authorized.

#### 7.1.4: Monitoring of Access

The Company may utilize tools to monitor login locations, device signatures, and usage patterns. Detection of anomalous activity may trigger immediate restrictions or account suspension without prior consent.

#### 7.1.5: Loss of Contact Access

Clients who lose access to registered communication channels (e.g., email, mobile) must promptly notify the Company through designated channels. The Company disclaims responsibility for unauthorized transactions occurring before notification acknowledgment.

#### 7.1.6: Information Accuracy Requirement

Clients must maintain accurate personal and contact information. Outdated or incorrect details may result in denied access, failed transactions, or account restrictions.

#### 7.1.7: Security Audits

The Company reserves the right to review account activity, analyze access logs, and implement protective measures upon detection of misuse or irregular patterns.

#### 7.1.8: System Availability Limitations

Platform access may be intermittently interrupted due to maintenance, technical failures, or external events. The Company does not warrant uninterrupted or error-free service.

#### 7.1.9: Compliance with Operational Advisories

By using the platform, Clients acknowledge and accept all operational updates, procedural changes, and policy modifications published by the Company.

#### 7.1.10: Acceptance of Amendments

Continued platform usage following publication of material updates constitutes acceptance. Clients who do not agree must formally request account closure.

#### 7.1.11: Prohibition on Unauthorized Access

Clients must not allow others to access their account. Use of shared or public devices without proper session security constitutes a violation of this Agreement.

#### 7.1.12: Third-Party Software Restrictions

Deployment of unauthorized software, scripts, or automation tools on the platform is forbidden. Violations may result in immediate account deactivation or sanctions.

#### 7.1.13: Mandatory Security Enhancements

The Company may require adoption of security protocols, including multi-factor authentication or biometric verification. Compliance is necessary for continued access.

#### 7.1.14: Breach Reporting

Suspected security breaches or anomalies must be reported through official support channels with supporting details. The Company will investigate based on the provided information.

#### 7.1.15: Multi-Account Operations

Multiple accounts held by the same Client operate independently unless consolidation is formally approved by the Company under specified portfolio arrangements.

### Clause 7.2: Delegated Access, Third-Party Authorization, and Liability

#### 7.2.1: Third-Party Operational Support

The Company may engage external service providers, compliance agents, and banking institutions to maintain operational infrastructure.

#### 7.2.2: Client Responsibility for Delegates

Clients appointing third parties to act on their behalf are fully responsible for all resulting actions and outcomes.

#### 7.2.3: Written Authorization Requirement

Delegated access is permitted only through formal written requests and successful internal compliance review.

#### 7.2.4: Revocation of Authorization

The Company may revoke third-party access at any time upon detection of risk, policy violations, or conflicts with Company procedures.

#### 7.2.5: Delegate Compliance

Clients must ensure that delegates adhere to platform rules and Agreement obligations. The Company is not responsible for disputes between Clients and their delegates.

#### 7.2.6: Equal Scrutiny for Affiliates

Delegated access to family members or affiliates is subject to the same verification and compliance procedures as external third parties.

#### 7.2.7: Identity Verification for Delegates

Third parties must provide valid identification and documentation. Failure to comply results in denial of access.

#### 7.2.8: Revocation Procedure

To revoke or modify delegate permissions, Clients must submit written requests. Until acknowledgment is received, Clients remain liable for delegate actions.

#### 7.2.9: Limitation of Liability

The Company is not liable for losses or damages caused by third-party actions unless it has expressly authorized the arrangement in writing.

#### 7.2.10: Monitoring of Delegated Activity

The Company may monitor third-party activity and take action if suspicious or abusive conduct is identified.

### 7.2.11: Indemnification

Clients agree to indemnify the Company for liabilities arising from third-party activity, except where the Company has formally initiated the delegation.

## Clause 7.3: Inactive, Dormant, and Account Termination Management

### 7.3.1: Inactivity Designation

Accounts are classified as Inactive when no activity is detected for operational or compliance reasons.

### 7.3.2: Inactivity Threshold

Accounts with no trading, login, deposit, or withdrawal activity for more than ninety (90) consecutive days will be marked Inactive.

### 7.3.3: Maintenance Fees for Inactive Accounts

Inactive accounts may incur monthly maintenance deductions as per the Company's fee policy until activity resumes or the account balance is depleted.

### 7.3.4: Access Restrictions for Inactive Accounts

The Company may enforce access limitations, request updated KYC documentation, or suspend certain features until the Client re-engages.

### 7.3.5: Dormancy Classification

Accounts inactive for three (3) consecutive months may be reclassified as Dormant, with higher administrative fees and stricter control measures.

### 7.3.6: Dormant Account Closure

Accounts remaining Dormant for twelve (12) months without Client response, despite outreach, may be closed. Outstanding fees will be deducted before closure.

### 7.3.7: Dormant Account Administrative Fees

An annual fee of up to 1,500 USD (or equivalent) may be applied to Dormant accounts, based on operational and regulatory obligations. Fees are deducted only if sufficient balance exists.

### 7.3.8: Reactivation Requirements

Reactivation requires Client engagement (e.g., trading or deposit) and submission of any requested KYC documentation.

### 7.3.9: Zero-Balance Account Closure

Accounts with no activity and zero balance may be closed without notice. Clients waive any claims to compensation in such cases.

### 7.3.10: Notification Discretion

The Company may provide inactivity or dormancy notices but is not obligated unless legally required. Clients are responsible for monitoring their accounts.

### 7.3.11: Policy Adjustments

The Company may revise inactivity thresholds, fee structures, and classification criteria at its discretion, consistent with applicable regulations.

#### 7.3.12: Finality of Termination

Termination due to inactivity is considered conclusive. Clients cannot seek compensation beyond remaining balances after applicable deductions.

#### 7.3.13: Risk-Based Early Dormancy Action

The Company may classify accounts as Dormant or Inactive earlier if unusual risk, regulatory alerts, or suspicious activity is detected, regardless of time thresholds.

## Article 8: Default, Service Suspension, and Termination Procedures

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### Clause 8.1: Material Defaults, Insolvency Events, and Enforcement Actions

#### 8.1.1: Definition of Default

A Client is considered in default under this Agreement upon failure to meet key contractual obligations. Defaults include, without limitation, failure to pay applicable fees, breach of margin requirements, violation of applicable laws or regulations, or engagement in fraudulent, deceptive, or prohibited activities.

#### 8.1.2: Triggering Events

Default also arises if the Client is declared bankrupt, legally insolvent, deceased, or otherwise incapacitated from managing their financial responsibilities.

#### 8.1.3: Remedial Measures

Upon confirmation of a default, the Company may take corrective or protective measures without prior notification, including account suspension, forced liquidation of positions, access restrictions, or initiation of debt collection and legal remedies.

#### 8.1.4: Successor Recognition

In the absence of a legally appointed representative following death or incapacity, the Company may, where permissible, recognize a first-degree relative as a provisional successor. Such recognition requires submission of valid documentation and adherence to verification protocols.

#### 8.1.5: Defaults Due to Extraordinary Events

Events such as geopolitical instability, governmental restrictions, civil unrest, or other disruptive circumstances may be classified as default if they prevent the Client from fulfilling obligations under this Agreement.

#### 8.1.6: Force Majeure Considerations

Force majeure events—including natural disasters, pandemics, or major public health emergencies—that materially impede performance justify temporary suspension, adjustment, or modification of services.

#### 8.1.7: Systemic or Technical Failures

Technological outages, cyberattacks, or disruptions in third-party systems may necessitate immediate protective interventions under this Clause.

#### 8.1.8: Waiver of Compensation

Clients waive any right to claim compensation for losses resulting from enforcement actions undertaken in response to default events, including actions related to force majeure, regulatory requirements, or risk management, except where prohibited by applicable law.

#### 8.1.9: Recovery of Owed Amounts

The Company may withhold, freeze, or apply any Client funds held in accounts to recover outstanding amounts, without limiting other legal remedies available.

#### 8.1.10: Legal Enforcement

The Company reserves the right to pursue legal, administrative, or regulatory action against Clients for misconduct, fraud, or significant breaches of this Agreement.

#### 8.1.11: Immediate Action

Enforcement of remedies may occur without warning or grace period, unless expressly required by governing law.

#### 8.1.12: Termination Rights

Following a verified default, the Company may immediately revoke access, terminate this Agreement, and deactivate the Client's platform privileges.

#### 8.1.13: Risk-Based Early Enforcement

The Company may enact protective or remedial measures proactively if suspicious, high-risk, or non-compliant behavior is detected prior to formal default confirmation.

### Clause 8.2: Account Closure, Temporary Suspension, and Settlement Procedures

#### 8.2.1: Company-Initiated Service Limitations

The Company may restrict, suspend, or terminate services at its discretion due to Agreement breaches, non-compliance, or operational risk, with or without prior notice.

#### 8.2.2: Client-Initiated Closure Requests

Clients wishing to close their account must submit a verified written request from the registered email address. Unverified submissions will be disregarded.

#### 8.2.3: Withdrawal as Termination Request

A request to withdraw the full account balance may be treated by the Company as a request to close the account, authorizing initiation of closure procedures in accordance with this Agreement.

#### 8.2.4: Obligations Survive Termination

Termination does not nullify existing obligations; any outstanding fees, liabilities, or margins remain immediately enforceable.

#### 8.2.5: Final Balance Adjustments

Upon account closure, holdings may be consolidated into a single currency, with deductions for outstanding fees and reversal of unqualified incentives applied.

#### 8.2.6: Nullification of Pending Orders

All pending orders or instructions are canceled at the time of termination, and access to account functions will be disabled.

#### 8.2.7: Deductions for Early Termination

Charges for early termination, inactivity, or promotional reversals may be applied as part of the final account settlement.

#### 8.2.8: Minimum Notice Period

Except in cases of misconduct or legal breach, either party must provide at least fourteen (14) days' written notice to effect account termination.

#### 8.2.9: Residual Compliance Obligations

Compliance, reporting, or legal obligations arising prior to termination continue to apply following account closure.

#### 8.2.10: Verification Requirement

Failure to complete mandatory verification procedures, including KYC or AML submissions, may result in immediate suspension or termination of services.

#### 8.2.11: Indemnification

Clients shall indemnify and hold harmless the Company and its affiliates against any losses caused by platform misuse, breaches of the Agreement, or violations of statutory obligations.

#### 8.2.12: Inactivity-Related Closure

Consistent with Clause 7.3, accounts inactive for over thirty (30) consecutive days may be closed at the Company's discretion, particularly if reactivation requests go unanswered.

#### 8.2.13: Final Settlement Protocols

Final payouts, adjusted for applicable deductions, will be processed according to the Company's internal settlement procedures. The Company is not liable for delays from third-party banks or compliance processes.

#### 8.2.14: Multi-Account Management

Clients with multiple accounts will have each account managed independently unless consolidation is required by law or regulatory authorities.

#### 8.2.15: Fraud or Suspicious Activity

Temporary suspension may be imposed if account fraud, impersonation, or manipulation is suspected, without liability for resulting disruption.

#### 8.2.16: Dispute Resolution Post-Termination

The Company may retain relevant records post-termination for resolution of disputes, audit, or regulatory compliance.

## Article 9: Defined Terms, Interpretations, and Glossary

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### Clause 9.1: Purpose and Scope of Terminology

### 9.1.1 Objective of Definitions

This Article establishes uniform definitions for key expressions employed throughout this Agreement, including associated schedules, annexes, and policy documents. All defined terms are to be interpreted consistently to ensure clarity and minimize ambiguity. The Company may issue authoritative interpretations in good faith where uncertainty arises. Reference Scope These definitions apply to all interactions, transactions, and communications between the Client and the Company, unless explicitly indicated otherwise in specific sections or supplemental agreements.

9.1.1 Market Maker — A financial institution or individual that continuously quotes buy and sell prices for a particular asset, providing liquidity to the market.

9.1.2 Liquidity Provider — An entity that supplies buy and sell orders to facilitate market transactions and ensure efficient price formation.

9.1.3 Slippage Tolerance — The maximum allowable deviation between the requested trade price and the actual executed price.

9.1.4 Margin Call Notification — A formal alert issued to a Client when their account equity falls below the required margin threshold.

9.1.5 Stop — Loss Order — An order placed to close a position automatically at a pre-defined loss level to limit exposure.

9.1.6 Take — Profit Order — An order placed to close a position automatically once a specified profit target is reached.

9.1.7 Trailing Stop Order — A dynamic stop-loss order that adjusts automatically with favorable market movements while locking in profits.

9.1.8 Currency Volatility — A measure of the rate and magnitude of price fluctuations in a currency pair over a given period.

9.1.9 Risk Exposure — The potential financial loss a Client faces due to open positions in the market.

9.1.10 Account Equity — The total value of a Client's account, including deposits, profits, losses, and any unrealized gains or losses.

9.1.11 Free Margin — The portion of the account equity available for opening new trades after accounting for used margin.

9.1.12 Used Margin — The portion of a Client's account equity currently allocated to maintain open positions.

9.1.13 Margin Level — The ratio of account equity to used margin, expressed as a percentage, indicating account health.

9.1.14 Swap — Free Account — A trading account type that does not incur overnight interest (swap) charges, often designed for clients with specific religious considerations.

9.1.15 Carry Trade — A strategy that involves borrowing in a currency with low interest and investing in one with higher interest to earn the difference.

9.1.16 Hedge Position — A trade opened to offset potential losses in another position, reducing overall risk exposure.

9.1.17 Lot — A standardized trading unit used to define the size of a transaction in a financial instrument.

9.1.18 Mini Lot — A trade size equal to one-tenth of a standard lot, often used to manage risk.

9.1.19 Micro Lot — A trade size equal to one-hundredth of a standard lot, typically used for low-risk trading or testing strategies.

9.1.20 Standard Lot — The conventional unit size of 100,000 units of the base currency in forex trading.

9.1.21 Execution Price — The actual price at which a trade is executed in the market.

9.1.22 Partial Fill — A trade execution where only a portion of the requested order volume is completed at the specified price.

9.1.23 Market Depth — A measure of the supply and demand for an asset, showing the number of open buy and sell orders at different price levels.

9.1.24 Order Book — A real-time list of pending buy and sell orders in the market, used to track liquidity and price levels.

9.1.25 Quote Currency — The second currency in a currency pair, representing the amount needed to buy one unit of the base currency.

9.1.26 Base Currency — The first currency in a currency pair, representing the unit of currency being traded.

9.1.27 Forex Spread — The difference between the bid price and the ask price in a currency pair.

9.1.28 Slippage — The difference between the requested price and the actual execution price due to market volatility or latency.

9.1.29 Pips — The smallest standardized unit of price movement in a currency pair, typically the fourth decimal place.

- 9.1.30 Pip Value — The monetary value of a single pip movement for a specific trade, depending on lot size and currency pair.
- 9.1.31 Volatility Index (VIX) — A measure of market expectation of near-term volatility based on options pricing.
- 9.1.32 Leverage — The ratio of a Client's trade size to the margin used, allowing exposure to larger positions with smaller capital.
- 9.1.33 Leverage Limit — The maximum allowable leverage the Company permits for a Client based on account type and regulatory rules.
- 9.1.34 Stop — Out Level — The equity threshold at which the Company may automatically close positions to prevent negative balances.
- 9.1.35 Floating Profit/Loss — Unrealized gains or losses on open positions that fluctuate with market price movements.
- 9.1.36 Risk — to-Reward Ratio — The potential profit compared to potential loss for a trade, used for risk management.
- 9.1.37 Hedging Ratio — The proportion of hedging positions relative to total exposure to manage risk.
- 9.1.38 Economic Calendar — A schedule of upcoming economic events, reports, and announcements that may affect market prices.
- 9.1.39 Fundamental Analysis — The evaluation of economic indicators, news, and financial statements to anticipate market movements.
- 9.1.40 Technical Indicator — A statistical calculation based on price, volume, or open interest used to forecast market trends.
- 9.1.41 Moving Average — A trend-following indicator showing the average price over a specified period to smooth out volatility.
- 9.1.42 Bollinger Bands — A volatility indicator consisting of a moving average and two standard deviation lines to highlight price extremes.
- 9.1.43 Relative Strength Index (RSI) — A momentum oscillator that measures the speed and change of price movements.
- 9.1.44 Fibonacci Retracement — A technical analysis tool used to identify potential support and resistance levels based on prior price swings.

- 9.1.45 MACD (Moving Average Convergence Divergence) — A trend-following momentum indicator showing the relationship between two moving averages.
- 9.1.46 Stop — Limit Order — An order that becomes active at a specified trigger price and executes at a designated limit price.
- 9.1.47 Market Order — An instruction to buy or sell immediately at the best available price.
- 9.1.48 Pending Order — An order placed to execute when certain price conditions are met.
- 9.1.49 Execution Venue — The market or counterparty where the trade is ultimately executed.
- 9.1.50 Margin Call Level — The specified margin percentage that triggers a margin call notification.
- 9.1.51 Cross Currency Pair — A currency pair that does not include the USD as either the base or quote currency.
- 9.1.52 Exotic Currency Pair — A currency pair comprising a major currency and a currency from an emerging market.
- 9.1.53 Risk Management Tools — Mechanisms such as stop-loss, take-profit, and trailing stops used to mitigate exposure.
- 9.1.54 Trading Session — A designated market operating period based on geographic or exchange-specific timings.
- 9.1.55 Overnight Position — A trade held beyond the close of the trading day, potentially incurring swap charges.
- 9.1.56 Slippage Control — Parameters set by the Client or Company to limit the deviation between requested and executed prices.
- 9.1.57 Execution and Order Handling Policy — Internal rules governing how Client orders are processed, including priority and latency considerations.
- 9.1.58 Trade Ticket — A record of a trade execution, including instrument, size, price, and timestamp.
- 9.1.59 Position Size — The total volume or amount of a financial instrument held in a specific trade.
- 9.1.60 Exposure Limit — Maximum allowed market exposure for a Client per instrument or across the portfolio.
- 9.1.61 Risk Exposure Limit — A cap on potential loss a Client may incur to manage overall

portfolio risk.

9.1.62 Currency Conversion Fee — Charges incurred when converting between currencies during deposit, withdrawal, or trading.

9.1.63 Account Tier — Classification of Client accounts based on deposit size, trading volume, or service level.

9.1.64 Trading Platform Latency — The delay between submitting an order and its execution on the platform.

9.1.65 Quote Feed — The source and stream of real-time market prices delivered to the Client.

9.1.66 Bid Price — The highest price a buyer is willing to pay for a financial instrument.

9.1.67 Ask Price — The lowest price a seller is willing to accept for a financial instrument.

9.1.68 Overnight Funding Fee — Interest charged or credited for positions held past the trading day.

9.1.69 Equity Withdrawal — The process of transferring funds from the Client's account balance to an external bank or payment account.

9.1.70 Account Freeze — A restriction placed on a Client's account to prevent trading or withdrawals, typically due to compliance or security reasons.

9.1.71 Margin Deficit — A negative balance occurring when equity falls below required margin levels.

9.1.72 Leverage Exposure — The total market exposure arising from leveraged positions relative to account equity.

9.1.73 Risk Appetite — The Client's willingness to accept potential loss in pursuit of trading gains.

9.1.74 Trade Confirmation — A formal notice indicating that an order has been executed.

9.1.75 Portfolio Diversification — Allocation of funds across different instruments or asset classes to reduce risk.

9.1.76 Risk of Ruin — The probability that trading losses could deplete the Client's account to zero.

9.1.77 Hedging Instrument — An asset used specifically to reduce exposure to adverse market movements.

9.1.78 Margin Closeout — The automatic liquidation of positions when equity falls below the

stop-out level.

9.1.79 Commission Spread — The cost associated with the difference between buying and selling prices charged by the Company.

9.1.80 Swap Adjustment — Modifications to overnight charges based on interest rate differentials between currencies.

9.1.81 Price Gap — A sudden change in price between two consecutive trading periods, often due to low liquidity or market events.

9.1.82 Implied Volatility — The estimated future volatility of a financial instrument derived from option prices.

9.1.83 Market Depth Chart — A visual representation of buy and sell orders at different price levels.

9.1.84 Bid — Ask Spread Analysis — The evaluation of spreads to determine liquidity and trading costs.

9.1.85 Forward Contract — A customized derivative agreement to buy or sell an asset at a predetermined future date and price.

9.1.86 Futures Contract — A standardized derivative contract obligating the purchase or sale of an asset at a set date and price.

9.1.87 Options Contract — A derivative giving the holder the right, but not the obligation, to buy or sell an asset at a specified price before a given date.

9.1.88 Strike Price — The pre-agreed price at which an option can be exercised.

9.1.89 Expiry Date — The date on which a derivative contract or pending order ceases to be valid.

9.1.90 Intraday Trading — Trading where positions are opened and closed within the same trading day.

9.1.91 Volatility Breakout — A trading strategy capitalizing on price movements exceeding a defined volatility threshold.

9.1.92 Acknowledgment and Assumption of Risk — Internal procedures and limits set by the Company to mitigate Client and operational risk.

9.1.93 Equity Stop — Loss — A stop-loss triggered when total account equity falls to a pre-defined level.

- 9.1.94 Trading Algorithm — A set of rules encoded to automatically execute trades based on specified criteria.
- 9.1.95 Backtesting — The process of testing a trading strategy using historical market data.
- 9.1.96 Forward Testing — Testing a trading strategy in real-time market conditions to assess performance.
- 9.1.97 Slippage Risk — The potential for executed prices to differ from requested prices due to market conditions.
- 9.1.98 Price Volatility Risk — The exposure to financial loss arising from rapid and significant market price changes.
- 9.1.99 Overnight Risk — The risk of holding positions overnight, including swap charges and exposure to news events.
- 9.1.100 Position Hedging Ratio — The proportion of a hedge relative to the open position it protects.
- 9.1.101 Trade Execution Delay — The latency between order submission and its execution in the market.
- 9.1.102 Risk Exposure Limit Breach — Occurs when a Client's open positions exceed the maximum permitted exposure.
- 9.1.103 Account Tier Benefits — Advantages or incentives provided to Clients based on their account classification.
- 9.1.104 Trade Volume — The total quantity of a financial instrument bought or sold within a given period.
- 9.1.105 Bid — Ask Imbalance — A situation where demand and supply at specific price levels are uneven, affecting price movement.
- 9.1.106 Currency Hedging — The practice of entering positions to offset currency risk in forex trading.
- 9.1.107 Margin Utilization Ratio — The proportion of total margin currently used relative to available account equity.
- 9.1.108 Backwardation — A market condition where the futures price of an asset is lower than the expected spot price at contract maturity.
- 9.1.109 Contango — A market condition where the futures price of an asset is higher than the

expected spot price at contract maturity.

9.1.110 Carry Cost — The cost associated with holding a position overnight, including interest, swap, or financing charges.

9.1.111 Correlation — A statistical measure of how two financial instruments move in relation to each other.

9.1.112 Currency Peg — A fixed exchange rate policy where a currency's value is tied to another currency or basket of currencies.

9.1.113 Day Order — An order that expires automatically if not executed by the end of the trading day.

9.1.114 Good Till Cancelled (GTC) — An order that remains active until it is either executed or manually cancelled by the Client.

9.1.115 Hedging Account — An account type allowing simultaneous long and short positions on the same instrument.

9.1.116 Implied Interest Rate — The interest rate inferred from the difference between spot and forward currency rates.

9.1.117 Interest Rate Differential — The difference in interest rates between two currencies in a forex pair.

9.1.118 Market Order Slippage — The variation between the requested market order price and the actual execution price due to market volatility.

9.1.119 Netting — The process of offsetting multiple positions to calculate net exposure or profit/loss.

9.1.120 Nominal Value — The face value of an asset, instrument, or trade before accounting for leverage or market fluctuations.

9.1.121 Overnight Margin Requirement — Additional margin required for positions held overnight.

9.1.122 Position Limit — A maximum allowable number of contracts or lots a Client can hold in a single instrument.

9.1.123 Quote Source — The provider or system supplying real-time market prices to the trading platform.

9.1.124 Requote — An updated price offered when market conditions prevent immediate

execution at the requested price.

9.1.125 Risk — Weighted Exposure — Exposure adjusted for the relative risk of each position or instrument.

9.1.126 Spread Betting — A derivative-based strategy where gains or losses depend on the price movement of underlying instruments without owning them.

9.1.127 Stop — Loss Adjustment — Modification of an existing stop-loss order to lock in profits or reduce potential losses.

9.1.128 Synthetic Position — A constructed combination of trades designed to replicate the payoff of another position.

9.1.129 Take — Profit Adjustment — Modification of a take-profit order to capture additional gains or account for market changes.

9.1.130 Tick Value — The monetary value of a single minimum price movement (tick) in a financial instrument.

9.1.131 Volatility Stop — A stop-loss order that adjusts dynamically according to current market volatility.

9.1.132 Weekend Risk — Exposure to market movements occurring while markets are closed over the weekend.

9.1.133 Contract Size — The standardized quantity of an underlying asset represented by a single contract, such as a CFD or futures contract.

9.1.134 Price Limit — Maximum or minimum price levels set by exchanges beyond which trades cannot be executed.

9.1.135 Hedging Strategy — A structured approach to limit potential losses using offsetting trades or derivatives.

9.1.136 Margin Buffer — Extra equity maintained above required margin to prevent automatic liquidation.

9.1.137 Swap Rate — The interest differential applied to positions held overnight, influenced by central bank rates.

9.1.138 Contract Rollover — The process of closing an expiring contract and opening a new one to maintain market exposure.

9.1.139 Order Execution Priority — Rules defining which orders are executed first based on

type, size, or timestamp.

9.1.140 Slippage Tolerance Level — The maximum price deviation a Client is willing to accept when executing an order.

9.1.141 Hedging Ratio Limit — Maximum allowable proportion of hedging positions relative to total exposure.

9.1.142 Forex Correlation Matrix — A tool showing statistical relationships between multiple currency pairs.

9.1.143 Risk Capital — The portion of Client funds allocated specifically for trading and potential losses.

9.1.144 Microstructure Risk — Risk arising from inefficiencies or anomalies in market order execution processes.

9.1.145 Margin Recalculation — Adjusting margin requirements based on updated account exposure or volatility.

9.1.146 Stop — Loss Trigger Level — The price point at which a stop-loss order automatically executes.

9.1.147 Take — Profit Trigger Level — The price point at which a take-profit order automatically executes.

9.1.148 Currency Swap — A derivative contract to exchange principal and interest payments in different currencies.

9.1.149 Hedge Effectiveness — A measure of how well a hedging position offsets the intended risk.

9.1.150 Order Execution Latency — The delay between order submission and actual market execution.

9.1.151 Realized P/L — Profit or loss that has been actualized through closing positions.

9.1.152 Unrealized P/L — Profit or loss on open positions that fluctuates with market prices.

9.1.153 Risk — On/Risk-Off Sentiment — Market conditions indicating increased or reduced investor appetite for risk.

9.1.154 Quote Refresh Rate — The frequency at which market data prices are updated on the trading platform.