



# TERMS OF USE



*This is the official Terms of Use enforced by the Company. Clients are advised to read the content thoroughly to avoid conflicts or unnecessary complications when using our services. If there are any objections or discrepancies, the Client may inform us immediately. Nevertheless, if the Terms of Use do not apply to you, do not access our trading platform or use our services in any way.*



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# TERMS OF USE

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Trading currencies and CFDs on Margin involves substantial risk and might not be appropriate for every investor. It is possible to incur a loss equivalent to or exceeding the entire capital. Before using Luzuna's services, please acknowledge all the potential risks of trading and assess whether the critical factors align with your ability to accept such risks. Such factors include your risk appetite, expertise, investing experience, and trading preference.



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# 1 Introduction

1.1. [Luzuna.com](https://luzuna.com) is officially operated by Techna Solutions Limited with registration number 2021-00184.

1.2. All provisions indicated in this document shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

1.3. The essential chapters are included in this document to inform the users about the terms for using the Company's services, including the Website and platform. Accordingly, this document includes the conditions that must be accepted before using and accessing the Website and services.

1.4. This Agreement includes establishing the ownership rights applicable to various offered services and products. This Agreement further aims to establish the trading conditions and set forth the terms for dispute regarding the Client's use of the trading platform, including addressing many other contingencies related to the underlying commercial relationship.

1.5. The Client should read the Terms of Use and all applicable policies in their entirety before using the Website and its service(s). The Client's access to the Company's service(s) would be subject to the Client's acceptance of and compliance with the terms written herein.

1.6. The Client agrees to comply with the Terms of Use, including the terms and conditions stipulated in the Company's applicable policies and additional contracts and agreements. Accordingly, the Client agrees to fulfill the relevant obligations in the mentioned regulations during his/her trading course.

1.7. Furthermore, the Client understands and agrees that English is the official language used by the Company. The Client further understands and accepts that any translation of this document or any other Legal Documentation of the Company into any foreign language may be provided only for the Client's convenience. In case of any language translation discrepancy, the Client acknowledges that the English version of any Legal Documentation of the Company shall prevail at all times.

## 2 Parties to the Agreement

2.1. [Luzuna.com](https://luzuna.com) (as the "Company") established these Terms of Use (the "Agreement"), which constitute a legally binding contract, to govern the relationship between the Company and the official users (the "Client") of the services of Luzuna.

2.2. This Agreement is between the Company and the Client, where we may refer to ourselves as 'we,' 'us,' 'our,' or 'ours,' while the Client(s) may be referred to as 'his/her' and 'you,' 'your,' 'yours,' 'yourself,' or 'user(s)', respectively. Additionally, the Company and the Client may collectively be referred to as the 'parties.' Similarly, the Company's official Website shall be referred to as the 'Website' or 'Site.'

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### **3 Definition of Terms**

3.1. **Account** – The Client’s officially registered Account with us. Every single Account will have a distinct Account number and other essential details included

3.2. **Annualized** –The conversion rate or movement on an annual or yearly period

3.3. **Ask** – The price or amount of purchase, made available and offered to buyers, and where the higher price is placed in a quote

3.4. **Averaging Up/Down** – When an investor purchases more of the stock as its price increases or decreases

3.5. **Base Currency** – The home market’s currency or the first currency in a currency pair; a client or trader buys or sells the base currency against the other currency

3.6. **Bid** – The price of an asset made available for selling

3.7. **Bond** – A debt security filed by a business or administrative organization

3.8. **Bonus** – Funds provided to clients, which are automatically added to the Client’s Account

3.9. **Buyer** – It is a trading associate who has positioned the order for the acquisitions of the securities for a fee

3.10. **Capital Gain** – When the value of an asset goes beyond its purchase rate, the upsurge is termed the capital gain

3.11. **Capital Loss** – When there is a reduction in an asset’s present rate against its purchase rate, such reduction is called a capital loss

3.12. **Client/You/Your** – A user of the Company’s services; a person who has opened an Account, or more than one Account, with the Company

3.13. **Client Terminal** – A third-party application, program, or Website that gives the trader access to an ongoing state of the financial markets that offers features where clients can perform real-time analysis, open and close positions, and manage orders

3.14. **Closing/Opening Price** – The initial price traded at the start of a session is called an opening, closing if otherwise

3.15. **Commission** – A payment charged by a Broker or any legal individual for his/her provision in aiding an operation

3.16. **Contrarian Investing** – Contrarian investing is simply investing in a falling market and selling stock in a bullish market

3.17. **Currency** – A specific location’s medium of exchange

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- 3.18. **Currency Pair** – The exchange rate of one currency against another currency
- 3.19. **Day Trader/Trading** – A day trader is an investor who characteristically clamps assets for a short period, typically trading them on a similar day
- 3.20. **Dividends** – A quantity of money funded frequently by a firm to its stockholders out of its incomes
- 3.21. **Electronic Signature** – A digital form of consenting or authorizing the enforcement of an electronic document that is equivalent to and as binding as the Client’s actual signature
- 3.22. **Electronic Trading** – Similar to online trading, this is an automated trading technology to simplify trading transactions in the market
- 3.23. **Exchange** – An exchange or market exchange is where different assets, CFDs, and other instruments are traded
- 3.24. **Exchange Rate Risk** – The amount of loss that a trader can suffer from the bid or ask prices’ movement
- 3.25. **Execution** – Opening or trading an asset in the financial market
- 3.26. **Forecast** – An analysis of the markets statistically or technically where a specific asset or currency is given a target price movement
- 3.27. **Foreign Exchange** – Market positions or transactions that send a foreign currency to a financial institution
- 3.28. **Foreign Exchange Market** – An area where both buyers and sellers interact to buy and sell foreign currencies and are not limited to specific locations
- 3.29. **Funds** – A trading account’s available funds, which include the balance value and the credits
- 3.30. **Fund Deposit** – The process of the Client adding balance in a trading account from the Client Dashboard
- 3.31. **Hedge/Hedging** – When the Client opens orders of the same asset and volume in different directions (buy/sell)
- 3.32. **Initial Public Offering (IPO)** – The principal sale or proposal of stock by an establishment of the community instead of just being kept by private or privileged investors
- 3.33. **Japanese Candle Charts** – Japanese Candle charts, or just candlesticks, are stock diagrams used in plotting and learning the chart outlines in technical analysis
- 3.34. **Leverage** – A model that can allow the Client to widen his/her disclosure to a financial market minus obligating further investment capital
- 3.35. **Long Position** – An executed trade where the trader expects the underlying instrument to increase

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- 3.36. **Margin** – Margin is the word specified to the quantity of money, essentially in the Client's Account, as a directive to open a trade
- 3.37. **Online Trading** – Trading securities, stocks, and currencies done on an online platform
- 3.38. **Open Position** – The first stage in a whole transaction where a trader is to create a transaction with an equal volume
- 3.39. **Position** – An executed asset in the market; an open or closed trade of an asset in the Client's platform
- 3.40. **Rally** – A swift growth in the standard price level of the market or of the price of a stock
- 3.41. **Rate** – The price of a base currency
- 3.42. **Sector** – The cluster of stocks that are in a similar industry
- 3.43. **Security** – A legal and exclusive amalgamation of Symbol and Series; used to describe an option, asset, bond, interest rate, precious metal, or share
- 3.44. **Share** – The entity rights relative to the investment made in an establishment
- 3.45. **Short Position** – A position in the market that is used to describe the action of selling a currency or trading instrument the trader has not previously owned
- 3.46. **Spread** – The difference between the Bid and Ask price of a specific asset
- 3.47. **Stock** – A financial instrument that connotes a possession of a business and embodies a right to its relative share in the Company's assets and incomes
- 3.48. **Stock Symbol** – An alphabetic root symbol that signifies an openly traded asset
- 3.49. **Trading Account** – The Client's registered Account with the Company where he/she can monitor and execute trading transactions, including deposits and withdrawals
- 3.50. **Trading Platform** – The safe online password-protected collaborative Trading Platform provided by the Company where the Client can execute trades and perform other market-related activities
- 3.51. **Transaction** – An act of depositing or withdrawing funds from the Client's side; an act of adding or approving withdrawal funds from the Company's side
- 3.52. **US Persons** – Any user or person who falls under any of the following: a) Natural residents of the United States; b) Persons who are physically present in the United States at the time of using the Company's services; c) Partnerships, corporations, trusts, or other legal persons organized or incorporated under the laws of the US or having a principal place of business in the US; d) Accounts, whether discretionary or non-discretionary, of a US person; and e) Any other US person as defined in 17 CFR 230.902

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3.53. **Volatility** – A measure of risk for security, including its rate when an asset or currency is expected to fluctuate in a specific period

3.54. **Volume** – The number of shares of stock traded throughout a specific period routinely dignified in regular daily trading capacity

3.55. **We/Our/Us** – The Company’s authorized representative figure

## **4 Client Suitability**

4.1. Upon opening a trading account with the Company, the Client warrants that he/she is 18 years old and above or the legal age applicable in his/her country or jurisdiction. Therefore, the Company reserves the right to close any Account, terminate this Agreement, revoke profits, and remove access to any identified underage user.

4.2. In line with the paragraph above, the Client warrants that he/she is of legal age, intellectually stable, and legally competent to be a Client of the Company.

4.3. It is the Client’s accountability to ensure that he/she acts according to his/her jurisdiction. Therefore, the Client is solely responsible for assuring that the type of service he/she avails from the Company complies with the applicable laws of his/her country.

4.4. The Client acknowledges the entirety of 17 CFR 230.902, including the definition of “US person” herein. The Client agrees that he/she is not a US person and is not transacting on behalf of a US person. If he/she becomes a US person or will transact on behalf of a US person, the Client will immediately discontinue using the Company’s services.

4.5. In compliance with the Anti-Money Laundering law, the Client agrees that he/she is not a politically exposed person or is related to a politician in any way. Accordingly, the Company reserves the right to terminate the Account of any politically associated user.

4.6. The Client will be provided with a description of the risks associated with the Company’s trading services, as these are set out in the Risk Disclosure document. The Client must ensure that he/she fully understands such risks before entering into this Agreement with the Company. The emergence of any loss or damage linked to the risk disclosure statement will not be under the liability of the Company if the Client fails to comprehend the said document.

## **5 Scope of Agreement**

5.1. This Agreement, which the Company and the Client are bound to, sets the Terms of Use regarding the Company’s services. This Agreement also provides the Client with the conditions he/she needs to accept before using and accessing the Website.

5.2. More specifically, this Agreement provides the Client with the following:

- a. A description of the services provided on the Website

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- b. Any payment terms and associated policies of the online brokerage websites
- c. The method for creating and canceling accounts, if applicable
- d. General disclaimers and website-specific disclaimers, depending on the nature of the Website
- e. A description of the ownership of the intellectual property rights in and to the Website content
- f. A description of the intellectual property rights in and to any submissions from the user
- g. A reference to the limitations of liability
- h. Reference to any age restrictions
- i. Restrictions on the user conduct

5.3. This Agreement will take effect after the Client opens an account. Future amendments or revisions are effective immediately, and the Client is responsible for reviewing such changes. Continuous use of the Company's services may imply acceptance of such modifications. Accordingly, the Company may but is not obliged to give notice regarding any changes to this Agreement.

5.4. This Agreement will govern all the instructions received from the Client, all transactions that the Company will enter on behalf of the Client, and the instruments bought on behalf of the Client or transferred to the Company on behalf of the Client.

5.5. This Agreement, including all other documents that the Company has provided or will provide in the future, must be read carefully before investing or trading with the Company.

5.6. In this Agreement, certain words, phrases, and expressions will have definitions in Chapter 3.

5.7. This Agreement and the platform do not apply to the United States of America territory. Additionally, it is the Client's responsibility to act according to the laws of his/her jurisdiction and ensure that the activities provided by the Company are allowed in his/her country. In that respect, the Company will not be held liable in cases where the provided services are not permitted in his/her jurisdiction.

5.8. This Agreement covers any other agreement, contract, or document where the Company may provide the Client with additional contracts or agreements (the "Additional Agreements") during his/her trading activity. Accordingly, actions by the Client that violate the terms of the Additional Agreements may lead to delays in settlements and penalties for the Client.

## **6 Acknowledgment of Terms**

6.1. In compliance with the applicable laws and regulations, all Company clients shall be classified as retail clients unless otherwise stated by the Company and agreed upon regarding the eligibility requirements as deemed necessary.

6.2. The Client further accepts that he/she will comply and submit all identification documents required by the Company for verification purposes; by submitting these documents, the Client warrants that the personal information he/she provided is true, correct, and accurate.

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6.3. All email messages, including inquiries, requests, concerns, discrepancies, disputes, complaints, and termination requests, must be submitted using the Client's registered email address on the Account to identify the Client's identity immediately. Therefore, the Company reserves the right to disregard or reject any email message from an unknown or unregistered email address.

6.4. The Client is solely responsible for notifying the Company immediately if there are any changes to the Client's Account information, including but not limited to name, residential address, email address, phone number, and other contact details. Accordingly, the Client will be liable for any outcome, including Account or transaction issues, when he/she fails to notify the Company regarding the information changes.

6.5. The Client agrees to immediately inform the Company of any changes in his/her personal information. The Client agrees to perform his/her obligations as the Company's Client and will neither, in any way, engage his/her Account with the Company in any illegal activity nor violate any condition applicable to the use of the Company's services.

6.6. Suppose the Client acts in connection with or on behalf of someone else, whether or not the Client identifies that person to the Company or any of its authorized representatives. In that case, the Company will not accept that person as an indirect client of the Company, and the Company will accept no obligation to them unless otherwise expressly agreed in writing.

6.7. Unless the Client has sent a letter or request and is consented to and permitted by the Company, the Company will give treatment to the Client respectively for all purposes. The Client will be responsible for performing his/her obligations under each deal issued by him/her or on his/her behalf and each transaction entered by the Company on the Client's behalf, whether the Client is dealing with the Company directly or through an agent.

6.8. The Client guarantees that all trades entered into his/her Client Account are made based on his/her sole discretion and personal assessment.

6.9. Nothing in this document should be construed as a solicitation to buy or sell any stocks or other financial instruments through the Company's exchange facilities. Only parties who are legitimately registered as brokers, dealers, or investment advisers with the United States federal and state regulatory authorities and its territories and possessions, including those jurisdictions where the securities are registered, may offer to buy and sell securities or provide financial services to US residents unless a registration exemption is available for the broker, dealer, or investment adviser and the type of transaction and product involved.

## **7 Scope of the Company**

7.1. The Company reserves the right to evaluate the Client's application and may, in its sole discretion, accept or refuse the Client's request for reclassification at any time.

7.2. The Company will provide the Clients with information about the services and the trading platform. The Company's services are indicated on the Website, where the terms of service access and use are stated in Chapter 13 of this Agreement.

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7.3. The Company may delegate certain obligations under this Agreement to associated companies and third parties.

7.4. The Company provides the Client with the capability to participate in the international markets and trade hundreds of assets such as currencies, shares, commodities, and indices.

7.5. The Company shall act as a custodian of the Client's Account and shall safeguard and monitor the activities of the trading account. The Company has the exclusive right to implement certain restrictions when necessary to protect and keep the Client's Account active according to the Terms of Use set herein.

7.6. The Company is not held responsible for unauthorized access to the Account or platform due to the Client's negligence.

7.7. The Company is affiliated with banks, credit institutions, and financial companies to maintain its financial operations and management. In this case, the Company and its affiliates reserve the right to obtain records of the financial transactions that the Clients conduct.

7.8. Upon accepting this Agreement, the Company will be authorized to investigate the Client's credit standing. In line with the above, the Company has the right to request the Client's personal credit information from banks, credit agencies, and financial institutions.

7.9. The Company will provide the Clients with trading education and other relevant information. However, the Company will not be liable for any damage or loss incurred by the Client due to inadequate knowledge or experience in trading.

## **8 Limitations of Liability**

8.1. The Company shall not be liable for any misconduct and negligence the Client makes; the Company is also not liable for any damage and expense by the Client. The Company and its constituents shall not be held liable for any direct or indirect damage and breach from third-party software. Additionally, this Agreement excludes the Company and its constituent from any physical harm, and by agreeing, the Client indemnifies the Company for any loss or damage. By all means, the Company is not liable for any tax-related implications for the Client's transactions.

8.2. The Company is not held liable for any personal damage on devices or computers the Client has possession of; the Company strongly advises to have a regular checkup on his/ her devices to ensure virus-free trading. The Company also strongly advises Clients to refrain from unauthorized third-party software and applications to ensure a malware-free device and trading. Malware attacks and viruses are on the Client's liability, and he/she agrees to exclude the Company in all ways possible.

8.3. If the Client has concluded that his/her Account has been hacked or damaged, feel free to contact the Company or any of the Company's authorized representatives; the Company will then assess the situation. The Client is always responsible for the safety and security of his/her Account.

8.4. The Company will not be liable for any loss or damage on the Client's behalf; the Client shall be in complete control of his/her Account. The Company does not force the Clients to invest and trade as it is

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on the Client's own will and responsibility if anything occurs with his/her Account. The Company also strongly advises not to deal outside the Company's facilities as it may risk personal aspects, including the Client's Account, personal information, and even loss of money. Accordingly, the Company does not condone unauthorized third-party software and applications, and any damage excludes the Company from any liability.

8.5. The Company has no direct relationship with the companies acting as payment services providers (the "PSPs") through which the Client processes his/her payments. Accordingly, the Company will not be responsible if a dispute arises between the Client and the mentioned service companies.

## **9 Intellectual Property**

9.1. The Company owns the Website and its original content, features, and functionality, protected by international copyright, trademark, trade confidentiality, and other intellectual property or proprietary rights and law.

9.2. The Company's online trading platform, services, software, software codes, documents, manuals, educational materials, brochures, promotional content, trademarks, logo, texts, layouts, graphics, videos, patents, titles, and other properties, including but not limited to, all and other materials with copyrights implied, are protected by the local and international intellectual property rights. Therefore, with no third party involved, the Company will hold the sole and exclusive rights.

9.3. The Client understands and agrees that the distributed and received copyrights, trademarks, database, and other associated properties or rights in any data and information will remain the Company's exclusive property unless a third party is identified as the legal owner of such rights. Also included are the Company's Website(s) contents, brochures, and other material connected with the dealing service and in any database that contains or constitutes such information.

9.4. The Client acknowledges that all the proprietary rights in online trading services are provided and owned by the Company. Furthermore, these rights are protected under copyright, trademarks, and all other associated intellectual property regulations and laws.

9.5. The Client holds no right to copy or plagiarize the Company's properties. Accordingly, all the Company's intellectual property assets are prohibited from being published, reproduced, sold, and distributed. If the Company has proven the Client's anomalies and misconduct, his/her trading account will be subject to termination without notice or explanation.

9.6. The Client may only have the right to access the entitled properties of the Company according to the terms and conditions of this Agreement or as granted by the Company and as agreed by the Company's legit Third-Party Licensors.

9.7. The Client must notify the Company immediately once an irregularity or violation of the property rights is observed through a written letter or email submitted to the official Company email address.

9.8. The Company reserves the rights over the intellectual property of all the elements of the software and other related matters utilized within the Company's online trading platform.

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9.9. The Client acknowledges that the Company records all phone conversations and official communications between the Client and the Company, including email and other messaging. Such records and the obtained information will be the sole property of the Company. In line with this, the Client accepts that the recordings or transcripts will constitute acceptable proof of communications between the Company and the Client.

9.10. The Company reserves the right, on reasonable grounds, to reject any request from the Clients to be provided with such information.

9.11. The Client understands that the recordings mentioned hereinabove may be delivered to any court, regulatory, or government authorities if the circumstances call for it.

## **10 Changes to the Terms of Use**

10.1. The Company's Terms of Use are subject to changes from time to time, which shall be implemented immediately, with or without prior notice. Accordingly, the general terms of the Company's policies and any other service conditions may also be amended without obligation to give notice, where the Client is responsible for reviewing any such changes.

10.2. The Company has the right to amend, modify, or adjust any service or content indicated on the Website if it deems necessary without prior notice.

10.3. Some parts of the Company's online trading facility may have different terms of access and use posted thereon. The Client is solely responsible for acknowledging and adhering to those separate terms.

10.4. In the event of an irregularity or inconsistency between the Client's consent to this Agreement and the approval of other services, property, and business liaisons, accounts, or contracts between the Client and the Company, this Agreement will prevail.

10.5. If the Client provided permission, authorization, waiver, or sanction that the Company requested, the Agreement would remain applicable in full force and effect as the applicable policies permit.

10.6. When inconsistency or conflict is present among the Terms of Use and any particular condition of access or use, the Company shall have entitlement regarding the Client's right to enter and utilize such a related section of the Company's online trading facility.

10.7. This Agreement fulfilled between the relevant parties may be revised or extended.

10.8. If the Client needs to amend his/her identified account information as specified in this Agreement, he/she should provide the applicable data through email or on the Website.

10.9. If there are any changes to the Client's information he/she provided upon opening an account, he/she is obliged to notify the Company immediately of such changes.

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## **11 Termination of the Agreement & Services**

11.1. This Agreement shall be terminated in the following circumstances:

- a. If one of the actions specified by the insolvency law was initiated against either party
- b. If the Client breaches this Agreement or any of the Company's policies or Additional Agreements where the applicable action results in Account or Agreement termination
- c. In case of death, dissolution, or voluntary liquidation of the Client
- d. In case the Company pulls out its consent given to the Client
- e. Through termination of the Agreement by either party

11.2. The Client is given the right to denounce the contract remotely independently. This Agreement takes effect the day the Client acquires and creates his/her Account upon using any or all of the Company's Services.

11.3. The Client is not subject to penalties in the case of unilateral denunciation or the payment of services if unnecessary. However, the Client must pay all the fees accrued from the Company's activity as established in this Agreement until the Company receives notice of denunciation.

11.4. If the Company sends notice regarding the termination of the Agreement, the date of notice shall commence when the Client receives it via email (if sent by letter).

11.5. The Client remains liable for any obligations he/she assumed before the Agreement termination notice, regardless of the party who initiated such termination, whether by the Client or the Company.

11.6. Any termination will only affect transactions started following the receipt by the Company of such notice and reasonable time to act on it.

11.7. The Company may transfer or assign the interests in the Client's Account or Agreement to any of their successors and delegates, whether by merger, consolidation or otherwise.

11.8. In the event of such transfer or assignment, any existing rights and obligations at the time will proceed and be binding on the Client's administrators, successors, or delegates.

11.9. If the Client has overdue fees towards the Company, the Company may retrieve such amounts from the Client's financial instruments portfolio or any other assets until the balance is fully settled.

11.10. Without the Company's prior written consent, the Client may only transfer its interests in its Account through a bequest, business dissolution, or other legal means. In such cases, any privileges and obligations in effect at the time will continue and be binding on the Client's successors, executors, administrators, descendants, or delegates.

11.11. In case of death, incapacitation, or any occurrence that causes the Client to be unfit to continue this Agreement with the Company, the Client's first-degree relative(s) shall be the successor of his/her Account.

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11.12. Should the Client request to terminate this Agreement, he/she must inform the Company via official email fourteen (14) days before the actual termination date, where the Client specifies his/her reason for his/her will to terminate the Agreement. The Company will review the request within fourteen (14) business days and provide written confirmation to the Client. Before the Company officially terminates the Agreement, the Client must ensure that he/she has no ongoing obligations and dues toward the Company.

11.13. The Client can send his/her termination request to [support@luzuna.com](mailto:support@luzuna.com). After sending his/her termination request, the Client must wait for the Company's official response with the resolution of his/her case. Only after receiving a response can the Client proceed with further actions regarding his/her termination request. The Client should send his/her inquiries using his/her registered email with the Company for prompt identification. In case of different email address usage regarding termination requests, the Company reserves the right to reject the request. If the Client has limited access to his/her registered email, he/she must directly inform the Company by email before submitting his/her termination request.

11.14. Terminating this Agreement will not free either party from any obligation herein. Transactions delivered and agreed to herein will not exempt the Client from the responsibilities that may arise after the termination of the Agreement. If the Client does not comply with his/her obligations, the Company reserves the right to revoke the profits accumulated from the Company's services. The Company may change, update, or alter the Agreement without prior notice.

11.15. The Client acknowledges that the following occurrences shall indicate an account closure request, where the Company reserves the right to implement a termination procedure without prior notice if:

- a. The trading account is unused or inactive for thirty (30) days or more
- b. The most recent withdrawal request amounts to the total balance of the Account
- c. The Client is unavailable or out of reach in all forms of communication

11.16. The Client may sign an official confirmation of the trading account closure or termination of this Agreement via email. The Company reserves the right to conduct the following procedures upon encountering such events:

- a. Apply daily fees for inactivity
- b. Invalidate profits generated from the credit funds or bonuses regardless of the ongoing obligations of the Client
- c. Charge termination fees in case of unsettled obligations of the Client
- d. Deduct bonuses or credit funds from the total equity of the trading account

## **12 Use & License of the Platform**

12.1. This Agreement will give the Client access to the Company's trading platform. Any individual who wishes to gain access to the Company's trading platform for the purpose of trading in the financial markets can do so through the use of the Website and the domain name [Luzuna.com](http://Luzuna.com) and any sub-websites and subdomains.

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12.2. The terms stated in this Agreement constitute the relationship between the Client and the Company. Included herein are the full use and access of the Company's services and when there are other ongoing agreements between the Client and the Company.

12.3. The Client must have read, agreed, and accepted the following conditions outlined in this Agreement without any changes or objections before being given access to the Company's trading platform. In continuing to open and use the platform, the Client will open and use the platform provided that he/she agrees with and accepts all terms and conditions in this Agreement.

12.4. The Client acknowledges that the Company will not waive any of its rights should the platform fail to deliver or perform its applications or purposes during the Client's use. The Company's rights with the trading platform will continue to be made available for the Client if the platform delays or fails to meet personal client standards beyond the Company's written restrictions and liability limits.

12.5. Hereunder, the Company's authorized representatives would enforce the aforementioned conditions under and without conflict with the country's existing laws and provisions. Nonetheless, the Client agrees that the Company still reserves the right to be given a chance to apply to any legal actions in any jurisdiction.

12.6. If the Client disagrees with being bound by the applicable regulations, access to any of the Company's services, including the Company's platform, may not be given to the Client.

12.7. The Company holds the right to deny or cancel transactions with any potential client who does not have an account with the Company. Therefore, the Client must complete the registration form and submit all necessary documents immediately.

12.8. The Company shall provide the Client with a username, password, and account number to access his/her Account. Any transaction made under the Client's personal information will be considered instruction(s) authorized by the Client. If fraudulent actions arise from the Client's Account or unauthorized personnel make dealings without the Client's knowledge, he/she will be held responsible for the charges.

12.9. Providing unclear or incorrect Client information will result in the rejection of the registration or may delay the opening of the Account. The Client must fill out the mandatory sections of the registration form.

12.10. The Company is not obliged to open an account for any applicant. Additionally, at its discretion, the Company can reject an application and close or suspend the Client's Account without providing an explanation or justification.

12.11. This Agreement applies to the Company's Website and the services provided to the Clients accordingly. However, other platform areas may have specific terms of use or access.

12.12. The Company exercises the right to limit the Client's use and access to the platform as appropriate to preserve compliance with the Agreement.

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12.13. The Company's online trading platform is only available for 18 years old and above or the legal age applicable in the Client's country. Therefore, if the Client does not qualify or is unable to form legally binding contracts under the laws applicable in the Client's country or he/she is underage, the platform will not be accessible to the prospective Client.

12.14. The Client warrants that he/she will not, in any way, enter into an additional or separate agreement with the Company or any of its personnel or agents regarding his/her personal interest. Furthermore, The Client acknowledges that any tax liability that may arise in connection to his/her trading account shall be his/her sole responsibility.

12.15. The Company reserves the right to change the entirety of the terms of use and access to the platform. By agreeing to those terms, the Client acknowledges that he/she agrees to be bound by changes and revisions that will be made to those terms.

12.16. Any part of the Terms of Use that are revised, modified, adjusted, or altered shall take effect immediately.

12.17. If the Company detects an unauthorized attempt to open an account not originally given to a specific user or to access another client's trading platform account, the Company reserves the right to consider any transaction under the Account accessed null or fraudulent.

12.18. The Client also agrees not to duplicate, make copies, or resell the trading platform with the purpose of profit. The Client is not allowed to modify the application for the purpose of reproduction and distribution. The trading platform is the property of the Company and is protected by copyright laws. Unauthorized use of the trading platform may violate trademark and other laws.

12.19. The online trading platform is intended solely for the Client's personal use. Therefore, unless stated in a written agreement, the Client is not granted to use the platform for non-commercial and public use. If otherwise, the Company has an exclusive right to restrict, suspend, or terminate the Account access to the trading platform without prior notification.

12.20. Due to the limitations of the Company's servers, the Client agrees to use the platform in a manner that would not cause any issues or inconvenience to the Company and the rest of its clients. The Client further agrees not to use certain features of the trading platform to create unlawful, unfair, illegal, or felonious actions.

12.21. At its sole discretion, the Company may remove the Client's access should the Company consider any information (including but not limited to name, nationality, residence, and contact number) given by the Client void or false. In addition, failure to comply with the terms, conditions, rules, and guidelines written in this Agreement to the conclusion of the Company that the Client has misused the platform will result in blocked access to the platform.

12.22. Therefore, any ongoing transaction, open positions, or actions related to the Client's Account with the trading platform will be terminated by the Company upon immediate establishment of violation.

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12.23. The Company will not be held responsible for failed transactions, delay in execution of orders, damages, and losses due to unexpected reasons, which include, inter alia:

- a. Power cuts
- b. Hardware failure and other malfunctions
- c. Software installation issues
- d. Security breach
- e. Viruses
- f. Slow internet connections

12.24. The Client agrees that the trading platform may face functionality issues and can be unavailable for access from time to time. However, in no event shall the Company be responsible or liable for personal or incidental damages such as loss of data, commercial damages, and trading interruption arising from the Client's inability to apprehend or use the trading platform.

12.25. Actions such as arbitrage and scalping, using expert advisers, and any prohibited actions and activities, including platform manipulation, are strictly forbidden in trading. High-frequency trading is also forbidden unless combined with specific indicators. In this regard, conducted trades related to the mentioned activities will be canceled, especially if they have not been previously reserved with the relevant provider. The Company has the right to close or cancel trading accounts, including canceling or considering the received profit as zero or invalid.

12.26. The Client will be required by the Company or the credit card company to update and send documents from time to time prior to the execution of a withdrawal or funding. Additionally, credit card transaction processes may vary due to the regulations of the applicable credit card companies. Moreover, the Client accepts that withdrawal transactions through bank account transfers could take longer due to its additional security procedures.

12.27. Clients would be advised by an assigned broker or manager of the currency to be used in their transactions. The Client hereby accepts that some changes may occur from time to time and agrees not to object to such changes.

12.28. The Client must only use a personal bank account under his/her own name, which is opened and maintained in the country of residence he/she has provided in his/her personal information upon registration. Withdrawal of funds from the Client's Account with the Company can only be refunded to the same Account used to deposit the funds.

12.29. The Company offers different payment methods to the Client, which are available on the Website. The Client agrees to be bound to the rules and regulations of the banks and third-party payment providers, where withdrawal procedures should be similar to the deposit method. Should it be deemed necessary for the Client to receive the funds differently from his/her deposit method, a power of attorney is required.

12.30. The Company will not be responsible for providing legal counseling and advice regarding the use of the trading platform access given by the Company to the trader.

12.31. The Client understands and agrees that using the Company's trading platform does not, in any way, assure the Client's success in online trading. The trading platform is offered to clients or places that

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do not put limitations on trading currency pairs, assets, and other financial instruments. The Company has the right to void access to the platform for unauthorized or illegal use of the platform by the trader.

12.32. The Client's registration on the Company's Website confirms the Client's full compliance and acceptance of the terms laid out by the Company.

## **13 Use & Access of the Services**

13.1. Whether traders who would like to be registered with the Company hold enough or very ample experience in trading with the financial markets, the Company is not authorized to give advice on investment and portfolio management, which is not included in this Agreement.

13.2. The Company requires a brief examination of the Client's knowledge and background in online trading, which will be obtained from the Client by assessment to ensure the Client's capability to understand the business and risks posed by currency pairs and online trading. However, these restrictions would only apply to the Company's services where actual investment or money is needed and, therefore, do not apply to demo or trial accounts.

13.3. Comments, opinions, and statements coming from the Company's Website, subsites, social media sites, and forum sites posted or written by any of the Company's representatives should not be taken as advice regarding the services offered by the Company whether the statement has been made before or after the Client's date of registration.

13.4. The positions between the Company and the Client will only be on an execution-only basis, where the Company is not liable or obliged to provide the Client with professional investment advice or input related to the transaction. Should any of the Company's representatives provide the Client with an opinion or encouragement regarding an ongoing position, this would not be recorded as official advice and is at the Client's discretion to consider.

13.5. Therefore, the Company will not be held liable for any losses or damages caused by the representative's comment or opinion, as the Company was not obligated to do so in the first place. The Client agrees that it is not enough to base the proceedings of their decision regarding the transaction.

13.6. In case the Company's managers or representatives offer the Client advice on trading and investment on occasions such as promotions, the Client would then be subject to different terms and conditions, which would be made available to the Client should such a deal be made.

13.7. Notwithstanding, the Client agrees that losses, damages, extra costs, or expenses brought by misunderstanding, mistakes, negligence caused by indirect comments, or unsuitable and inappropriate information or advice would not be the responsibility of the Company unless the management sees fit otherwise.

13.8. The Client also agrees and acknowledges that during all circumstances of inquiry, verification, or confirmation from the Company regarding the Client's transactions, they do not and cannot be translated or constituted as advice or recommendation to be taken into action related to the current or following transactions.

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13.9. The Company makes the best efforts to ensure that Clients receive the best quality of services and conditions when executing trading transactions and orders. However, the Company has the right to refuse or cancel services to Clients who do not cooperate or comply with the Company's general terms of execution.

## **14 Use & Access of the Trading Account**

14.1. For each trading account, the Company will provide the Client with an exclusive username and password that will allow the Client to:

- a. Use and access his/her Account to assess real-time evaluations of his/her open trading positions and consult or analyze past transactions and account data
- b. Gain entry and use his/her Account to go into transactions or deals and set trades associated with the transactions or contracts; the logins and passwords will continue to be in effect unless terminated by either party
- c. Have access to alternate logins and passwords, which will be made available to the Client by the Company at any time as it sees fit to protect the security of the Client's Account and avoid unauthorized access or use of the Client's Account; where the Client acknowledges and agrees that he/she will be in charge of protecting the privacy and use of his/her account, password, and access codes

14.2. The Client agrees that the relevant password or access codes the Company will give shall only be used by him/her or by the Client's Authorized Person, whom the Company consented to appoint.

14.3. The Client shall not, for any reason, disclose his/her Account, account number, password, or access codes to anyone else.

14.4. The Client must ensure that the devices he/she uses to trade with the Company are not left unattended or used by any third party to carry out any trading activity using his/her Account. Additionally, the Client should ensure that any passwords, access codes, or security data used to gain entry to the Client's Account are kept secured and out of the reach of other persons all the time.

14.5. The Client is primarily responsible for all and any loss that may occur in his/her Account by unauthorized access and use of his/her Account, including the loss encountered as a result of lost or stolen passwords or other security information.

14.6. The Company may depend on all instructions, orders, and other requests through the Client's access codes. Accordingly, the Client will conduct such transactions encountered on the Client's behalf in reliance on such instructions, orders, and other communications.

14.7. If the Client becomes aware or suspects that his/her Account has been stolen, compromised, or is being used by any third party without consent, the Client must inform and contact the Company's Customer Support Department immediately via email or Live Chat. If the Company receives the Client's notification within Business Hours, the account password will be reset upon acknowledgment of his/her notice. If the Company receives the Client's notification outside Business Hours, the account password will be reset as soon as reasonably possible.

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14.8. The Company may, but is not obliged to, notify the Client of any unusual activity in the Client's Account without his/her authorization. If the Company believes that such unusual activity is unauthorized, the Company may, at its discretion, restrict the Client's use or access to the Account until he/she verifies with the Company that he/she is aware of or has authorized those activities. The Company is not held liable if access to the Client's Account was not postponed at such an appointed time.

14.9. The Client is mainly made aware that, except when closed manually, all such positions may be turned over constantly. As a result, all accounts may sustain a cost for such rollover.

14.10. The Client shall ensure that he/she complies with the following:

- a. Any additional terms and conditions determined and stated in this Agreement
- b. Any other terms and conditions relevant to the transactions observed under this Agreement, as from time to time in use

14.11. Clients are obliged to provide additional information that the Company may ask from time to time as part of its responsibilities to comply with the Anti-Money Laundering (AML) Policy and Know Your Customer (KYC) Policy or with any other significant third party.

14.12. The Client may consent an appointed third party (the "Authorized Third-Party Person" or "Authorized Person") to trade with the Company through his/her Account given that:

- a. The Company has set its prior written approval to this; the Client has been provided with all the certification needed for this intention, including, without limitation, all customer identification and KYC Legislation documents on the subject of such Authorized Third-Party's comprehension and experience permitting the Company to decide whether derivative trading is suitable for the Client
- b. No approved person of the Client can play the Authorized Third Party's Part or any other customer; the Company persists in the right to reject any proposed Authorized Third Party and to suspend or terminate approval to such Authorized Third-Party trading with the Client's Account
- c. Any orders or trades carried out using the Client's Account through his/her Authorized Third Party are tied to the Client as if the Client gave them
- d. The Client and the Authorized Third-Party Person have read and agreed to the Third-Party Access conditions under Chapter 17

14.13. The Company is not responsible for and has no obligation to compensate the Client for any incurred damages or losses when the Company takes the right course of action to protect the Client's Account security, including passwords and access codes, arising from the Client's negligence. Should the Client fail to prevent unauthorized entry or use of his/her Account, the Company will not be held responsible for any legal, administrative, or arbitral dealings and expenses related to that. The Client agrees to compensate the Company for any damage, cost, and expenditure resulting from non-compliance with this Chapter.

14.14. The Company shall not be held liable for any unauthorized access or use by minors in any way or approach. The Company is not accountable for verifying whether any transactions or contracts the Client may input are inappropriate or not suitable for him/her.

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14.15. By agreeing to these Terms of Use, the Client permits the Company and its representatives to look into the relevant credit status and contact the financial establishments and credit officials as the Company deems suitable for validation.

14.16. The Client concurs to protect any information he/she accesses through the Company's electronic services from being exposed, broadcasted, retransmitted, duplicated, professionally or publicly made use of, or otherwise re-distributed or to be utilized to produce any unoriginal works, including databases.

14.17. The Client recognizes that different legislation applies to each country related to financial deals. Therefore, the Client is solely responsible for ensuring that he/she ultimately complies with the laws, policies, and regulations applicable to his/her country of residency. Such compliance applies to the Client's appointed Authorized Person who can access or use the Company's online trading facility through the Client's Account.

14.18. If two Company Clients intend to transfer funds to each other's Account, both parties must send a formal written letter of request to the Company's official email address subject to approval, provided that the involved parties' Trading Accounts are verified.

## **15 Trading Account Conditions**

15.1. The Company offers different account types with varying features that suit each trader's needs, including the Client's experience, expertise, background, and trading preference.

15.2. The Company has the right to keep some of the account types unavailable to the Clients, which might be caused primarily by jurisdictional issues. The Company reserves the right to modify, change, or replace the features of each account type at its discretion.

15.3. The Company may but is not obligated to inform its clients about the account type users through an email or an announcement on the Company's official Website.

15.4. The Client is obliged to immediately inform the Company of any changes he/she wishes to make in the current conditions and features of his/her Account that may affect any ongoing transactions or open positions.

15.5. The Client agrees that the quota for VIP Accounts is 15,000 shares per asset. The Company reserves the right to charge the Client separate fees if he/she does not reach the said quota, where his/her access to the services may also be restricted.

15.6. The Company requires a minimum of \$100.00 to keep a trading account active. Trading accounts that do not meet the required amount are subject to termination or restriction of services. The Client guarantees that he/she can maintain the said amount to avoid immediate termination.

15.7. The Company reserves the right to impose a deposit limit, which can change from time to time. The Company may, but is not required to, notify the Client via email upon alteration of deposit limits. The Client may face relevant consequences and restrictions if he/she negligently disobeys imposed rules,

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depending on the gravity of the Client's offense, where the Company will proceed to the appropriate measures.

15.8. The Client is solely liable for every deposit and transaction he/she makes with the Company; the Company will not be held liable for loss and misuse of money on the Client's behalf.

15.9. The Company strictly sifts every Account and transaction; depositing and withdrawing funds are uncompromised as the Company deliberately checks that the Client makes the transaction, be it sending or withdrawing funds.

15.10. The Company reserves the right to cancel or reject any Client transactions in the Account when the Company sees fit. Such transactions include but are not limited to trading activities (opened trades, placed orders, and the like) and financial transactions (deposits, withdrawals, fund transfers, and the like).

15.11. Upon opening an Account, the Client may choose its currency as made available on the Website. However, the Client's list of account currency, including the Client's preferred currency, may change from time to time. Accordingly, the Client should contact the Company if he/she intends to create an Account with a currency currently not on the available currency list. Additionally, the Client agrees to pay a conversion fee in the current currency exchange, as imposed by the Company at its discretion.

15.12. The Company also accepts an authorized person to do a transaction with the Company, given that the Client gave the representative authorization. However, the Company does not condone any form of Account sharing with anonymous people, third-party software, and other applications outside the Company's premises. In the event of money loss and information leaking, the Company will not be held liable for the unfortunate incident.

15.13. The Company has the right to cancel or block the Client's Account from trading should any of the following occur:

- a. In case the Client fails to provide the Company with the required information or identification within an allotted period
- b. If the Company, at its discretion, concludes that the Client's provided documents are fake, forged, or illegally obtained
- c. If the Company receives a notification or message that the Client's credit card or debit card associated with the Account was lost or stolen
- d. If the Client does not comply with the terms and conditions in this Agreement and other applicable laws and regulations

15.14. Deposit time may also vary depending on the method and the amount of deposit, and the processing time can take much longer than usual due to geographical events and holidays. The Clients are to be informed as soon as the processing is complete.

15.15. Additional payments are the Client's liabilities, interests on credit balance, funds, and fees from the Client's deposits or any transactions. The Client agrees to waive the Company from all interest and transaction charges.

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15.16. The Client accepts that in the case of account idleness or lack of activity, which includes funding the Account and lack of trading activities, it can lead to account suspension. Therefore, the Company can give the Client thirty (30) business days to proclaim or inform the Company that he/she is shifting his/her Account to an inactive one so further service charges and other fees are removed from the Client's liability. In case of failure to inform the Company beforehand, all liabilities will be shouldered by the Client.

15.17. The Company reserves the right to terminate the Client's Account or charge the Client a maintenance fee if his/her Account is deemed inactive for a year or more.

15.18. The Client is fully responsible for accessing his/her trading account and using it anytime and anywhere. With that, the Client is solely responsible for anything and everything that his/her Account encounters. The Client is also fully responsible for every investment and trading strategy he/she accounts to make. The Company's directors, investors, shareholders, employees, agents, and personnel are not liable for the Client's Account and his/her activities.

15.19. The Client agrees that any breaches from any unauthorized third-party software or communication will void any transaction and validation made by the Company. The Company does not condone any use of unauthorized third-party software or partnership outside the Company's premises. Accordingly, any loss or damage will exclude the Company from any liability. In some cases where a personal breach is experienced (e.g., Viruses), the Company shall not be held liable for any information leak and infringement, direct or indirect, since it is a sign of the Client's negligence.

## **16 Third-party Access to Accounts**

16.1. The Client may allow or assign an Authorized Third-Party Person to conduct trades using the Client's trading platform or trade on his/her behalf. However, the Client must submit written consent to the Company before designating a third party, subject to the Company's approval. Failure to submit a consent letter can lead to relevant restrictions.

16.2. In compliance with the data policy and identity verification process, the Company may require the Authorized Third-Party Person's identification documents. Accordingly, the Client must send an official written request for appointing the third party and provide the required documents. Such documents may include proof of relationship and the assigned Authorized Third-Party Person's identification documents.

16.3. Upon granting access and use to the Authorized Third-Party Person, the Client acknowledges that he/she is giving control to his/her Account. Accordingly, the Client is made aware that he/she is disclosing sensitive information to the relevant Authorized Third-Party Person.

16.4. Upon agreeing to act as the Authorized Third-Party Person of the Client, the relevant appointed person accepts the Company's Terms of Use and policies. Therefore, the Company shall treat the Authorized Third-Party Person's trading activities as if the Client carried them out and that the Client has authorized those activities.

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16.4. Assigning, monitoring, and reviewing the Authorized Third-Party Person's activity on the Client's trading account shall be the Client's sole responsibility. The Client shall also be held liable for any losses incurred by his/her assigned Authorized Third-Party Person's trading activities regardless of abuse of authorization and enacting fraudulent activity on the assigned Authorized Third-Party Person's part.

16.5. The Company reserves the exclusive right to reject any nominated third party and dismiss the Client's prior approval of the Authorized Third-Party Person.

16.6. The Client may withdraw his/her consent to granting access to the Authorized Third-Party Person, provided the Client sends a written notice to the Company. However, upon withdrawing consent, the Client is solely responsible for revoking the Authorized Third-Party Person's use and access to the Account. Therefore, the Company is not liable if the relevant third party uses or accesses the Client's Account after revoking authorization.

16.7. No other user can be considered an Authorized Third-Party Person, where non-compliance may result in restricting, suspending, or terminating the Account. At its sole discretion, the Company can nullify any past or future transactions and other requests from the Client or the Authorized Third-Party Person for violating such a condition.

16.8. Any investment and trading strategy made by the Client's Authorized Third-Party Person will be linked to the Client's Account. Accordingly, the Terms of Use and all applicable policies will apply, and if evident negligence is found, respective restrictions shall apply.

16.9. Furthermore, the Company reserves the right to reject any transaction conducted by the Authorized Third-Party Person when necessary, whether a financial or trading transaction.

16.9. The Client is solely responsible for safekeeping his/her Account, including the Client's Authorized Third-Party Person, and the details of the Client's Account, including the Client's username and password.

16.10. Failure to keep the Account secured can lead to potential loss and damage; in that event, the Company will not be held liable for any loss or damage. The Company encourages Clients not to leave their devices unattended with the Account or trading platform. The Company also advises the Client to keep the login details private from third-party websites, which can lead to potential account theft.

16.11. If the Client believes his/her Account was hacked or used without permission, contact the Company immediately via email or Live Chat. In such a case, the Company can temporarily restrict or lock the Client's Account to prevent further damage or loss.

16.12. The Company also prohibits account misconduct, and if the circumstance calls for it, the Company may notify the Client of the problem. Additionally, in its sole discretion, the Company may hold or suspend the Client's Account until the relevant Client verifies the Account's activities.

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## **17 Joint Accounts**

17.1. All live accounts are inherently considered individual accounts that only one Client is entitled to handle. Sharing an account with anonymous third parties is strictly prohibited. If the Client prefers to share or open an account with an authorized third party, the Joint Accounts (the “Joint Accounts”) must be registered accordingly.

17.2. Joint Accounts are only allowed if there is an authorized letter from the Company’s existing Client, where the request must first be validated after making such action. Any losses and damages before the validation are entirely on the Client’s liability. If the Joint Account was permitted, each holder is liable for all obligations and restrictions the Company imposes.

17.3. Each holder of a Joint Account is eligible to have complete access and a authority to act on behalf of all the relevant Clients. All involved Clients will be responsible for such actions of the Joint Account holder.

17.4. The Clients involved as the signatories to the Joint Accounts must comply with additional appropriate procedures for verification purposes. The Clients are deemed as sole owners of the funds in the Account and shall jointly have the authority to initiate deposits and request withdrawals. Accordingly, each Client of the Joint Accounts must provide his/her proof of identification (the “POI”) in compliance with our verification procedures.

17.5. The Clients acknowledge that the Company will not be liable for any damage occasioned by the discrepancy, contradiction, or conflict of interests or instructions. Therefore, the relevant Clients shall be jointly responsible on like terms.

17.6. The Clients are expected to comply with the Company’s Terms of Use accordingly. In case of conflict between the relevant Clients, the Company will continue to accept orders and transactions from each party until a letter with instructions regarding the matter is sent to the Company. If one of the Clients ceases their use, the remaining one can still operate and manage the Joint Account.

17.7. All the relevant Clients can close the Joint Accounts subject to compliance with the conditions of Account termination in this Agreement. In addition, terminating Joint Accounts does not prevent the relevant parties from completing their obligations under this Agreement.

17.8. The Client may send a written request to convert a Joint Account to an individual Account, provided all other Clients involved in the Joint Accounts agree in writing. Additionally, the Clients or holders of the Joint Accounts shall continue to be liable for all obligations and responsibilities incidental to the Joint Accounts during the period before the final conversion of the Account.

17.9. Both Clients can also withdraw funds from this Account, given that at least one of the parties completes the necessary information, paperwork, and the withdrawal form. Both parties must accept the Terms of Use before the Company can validate the Joint Account request for a Joint Account, and breaches of the Company’s Terms of Use can face termination of the Joint Account.

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## **18 Multiple Accounts**

18.1. The Client may have more than one Trading Platform account, and in this event, the Company treats all Trading Platform accounts under one Account to minimize the number maintained by a single user.

18.2. If the Client is one of those that holds several Trading Platform accounts, the Terms of Use shall apply accordingly. The Client agrees that he/she is liable for every loss and damage he/she encounters. All relevant consequences and restrictions that entail the Client's main Account may also be applied to the sub-account.

18.3. If the Client intends to register multiple Trading Platform accounts with different owners under a single email address, the primary Client must send a written request via email, subject to the Company's approval.

## **19 Islamic (Swap-Free) Accounts**

19.1. The Company allows opening Islamic (Swap-Free) Accounts, which are accessible only to those Clients who cannot make use of swaps as a result of Islamic practice. Therefore, if the Client requests an application for an Islamic Account, the Company upholds the right to verify the need for such Account conversion.

19.2. At its sole discretion, the Company upholds the right to decline the processing of any such application when it deems necessary.

19.3. The conversion of a regular trading account to an Islamic Account is carried out only upon the request and approval of those Clients who fulfilled and presented an application for an Islamic Account.

19.4. Upon acknowledging the carried-out request, the Company shall assess the application and any additional documents forwarded. The Company may notify the Client who applied for the conversion via email whether the application is approved.

19.5. If the Client cannot obtain or pay the interest due to his/her Islamic practice, such Client can inform and request the Company via email to make their trading account a rollover and interest-free Account. When the Company approves the Client's request, the trading account will be free of rollovers and interests and will be categorized explicitly as an Islamic Account.

19.6. The Client hereby agrees that a request to submit their Account as Islamic shall only be made because of the said Islamic religious beliefs and for no other reason.

19.7. The Company upholds the right to refuse permission to acknowledge the request of a Client to designate their Account as an Islamic account upon its sole and absolute judgment without notice or explanation.

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19.8. If the Company suspects that a Client is misusing the rights granted to him/her by the categorization of an Islamic Account, the Company has the authority to apply the following without prior notice:

- a. Increase the commission upon every trade carried out on the Islamic Account
- b. Call off the special privileges or terms granted to the Account because of its classification as an Islamic Account, revoke the designation of the Account as an Islamic Account, and turn it into a standard trading account
- c. Limit or prevent the Client from hedging his/her positions
- d. Close, at its sole discretion, any open positions and put them back up upon the existing market price

19.9. The Client acknowledges and agrees that he/she shall bear all costs drawn from the measures mentioned above, including but not limited to the cost of the coverage change.

19.10. The Client is not allowed to use his/her Islamic Account for the purpose of making profits from swaps and may not ask for the payment of any swap fee that has been lost as a consequence of switching their bona fide trading account into one or more Islamic accounts for the period during which their valid trading account/s has/have been changed into one or more Islamic Accounts.

19.11. The Company reserves the right to cancel the approved Islamic condition for any Account at any time when necessary without the obligation to explain or justify.

19.12. If the Company becomes aware of any abuse, fraud, manipulation, cash-back arbitrage, carry trades, or other kinds of deceptive action that have something to do with any Islamic Account of any Client, the Company upholds the right at any time to apply the following:

- a. Take back, with immediate effect, the Islamic classification from any existent trading accounts of such Client that has been altered to Islamic Account
- b. To rectify and get back any non-accumulated swaps and related accrued interest operating expenses or costs concerning any such Client's Islamic trading accounts throughout the period for which such accounts were switched into Islamic Account
- c. To close all trading accounts of the Client with the Company immediately, cancel all trades carried out in the Client's trading accounts, and revoke all earnings or losses acquired in the Client's trading accounts

19.13. The Client agrees that by submitting the Islamic trading account application, he/she agrees and accepts all the Terms of Use set in this Agreement, particularly in this Chapter.

## **20 Market Information**

20.1. The Company may but is not obligated to provide market recommendations, trading, signals, and the like from time to time. However, this information or market data is generally known information or might be the judgment of the Company's personnel or other third-party representatives. Accordingly, this information shall not be interpreted as the Company or its representative's personal advice or recommendations to trade.

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20.2. Specifically, the Company will not provide the Clients with any financial, legal, regulatory, or other forms of advice. If the Company supplied information, it should not be considered financial product advice. Clients may rely on their judgment into entering or refraining from executing a transaction, providing the Company with the instruction of entering or refraining from executing a transaction.

20.3. The Client hereby accepts and understands that trading has its risks and takes all the responsibility that comes with it. Accordingly, the Client shall exercise due diligence in assessing any market recommendations provided by the Company and acknowledges that the Company does not guarantee the accuracy of such recommendations.

20.4. General investment advice, research, and recommendations in connection with the Client Account may be administered by the Company's Website, personnel, and any other official Company channels, and if executed by the Client, shall be heeded and carried out as the Client's own and independent decision.

## **21 Order Execution**

21.1. This Agreement shall acknowledge the Client's orders placed through the Company's Electronic Trading Platforms.

21.2. The Client will be given exclusive login details from the Company to access the Electronic Trading Platform and begin submitting orders.

21.3. The Client's instructions can be coursed through the Online Trading Platform. To finalize an order, the Client must enter security information as a prerequisite before accepting the order.

21.4. The Client is obliged to give contact details (email addresses, phone numbers, and mailing addresses) to the Company to maintain communication regarding the Client's orders. However, in compliance with its Privacy Policy, the Company is not obligated to provide any of the mentioned information.

21.5. The Client order is considered to be accepted once the used Trading Platform indicates receipt of the request.

21.6. With the Company's acceptance of the Client's orders and instructions, the Client understands that the execution price can be different from the price indicated when the order was entered if there are changes in the market price at some point while executing the order. Such is under the Order Execution document, where execution of a specific order can take a few seconds or more.

21.7. If the Client is unsure if his/her order has been accepted or trade has been performed, he/she may always contact the Company and the Client will be eagerly assisted by the Company's accommodating help desk staff.

21.8. Upon placing orders, the Company follows a "first-in, first-out" scheme. It means that the sequence in which the Client orders are positioned depends on the chain of orders the Client placed and accepted by the Company.

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21.9. The Client should ensure that the trades and assumptions made are correct. The Company will not be held responsible for any mistake in the trades executed by the Client.

21.10. In placing the Client's orders, the Client accepts in complete understanding that he/she is entering a trading activity where the price and price movement are dependent on the Financial Instrument itself. Accordingly, the Client holds no right to the Financial Instrument being used.

21.11. The Order Execution policy contains the types of orders that the Company's Electronic Trading Platforms accept. Accordingly, complete details about the types of orders available on the platform are provided. Such policy can be modified now and then without prior notice.

21.12. The Client is solely responsible for determining the risks involved in the conducted trades on the Trading Platform, including when he/she opens a new position or closes an existing one.

21.13. After submitting an order, the Client must maintain contact with the Company through the available communication means for order confirmation.

21.14. When it comes to account monitoring, the Client must make it a point to set a part of his/her schedule to check if he/she has open positions in the Account.

21.15. The Company holds the right to restrict, suspend, or even cancel the Client's privilege to trade with the Company to counteract any possible violation of the laws and regulations stipulated in this Agreement. In cases where the Client's funds or Margin are insufficient or pursuing a trade would break any trading limits set, the Company reserves the right to forbid such trade.

21.16. If the Company receives instructions via email, the Company will consider acknowledging the instructions and decide whether such instructions are approved. When instructions are given to the Company outside the Online Trading Platform, the Client is advised to confirm such relayed instructions in writing before execution.

21.17. When placing an order, the Client acknowledges that the terms of the order (market order, limit order, stop-loss order, and the like) and the relevant price and lot size must be specified.

21.18. The Company can execute any order provided such execution does not exceed the Risk Management Policy and the maximum risk levels and limits that liquidity providers can accept.

21.19. It is possible that an order will not be executed if the liquidity provider has not given a price for it yet. Orders will only be executed within the liquidity provider's relevant Bid and Ask prices and in compliance with this Agreement.

21.20. Upon placing trades and orders, the Client acknowledges the concept of price slippage or market gapping and is aware that various factors may come into play that can result in abrupt price movements, either to the Client's advantage or disadvantage (benefit or not). The Client accepts that such an instance is beyond the control of both parties (Client and Company).

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21.21. The Company ensures that it acts according to its duties and responsibilities stipulated in this Agreement. However, factors beyond the Company's control, like the market volatility, the market data latency, the Client's internet connection speed, and the orders shall be executed at the first price obtained on the Financial Instrument used. Furthermore, the Company will take the appropriate and reasonable steps in such circumstances of price slippage and market gapping. The Company would always conform to its obligations under the appropriate laws and regulations.

21.22. The Client is responsible for ensuring the proper monitoring of orders for execution that he/she has placed with the Company.

21.23. The Client must understand that all financial transactions always involve at least two parties or what is known as a "counterparty." Counterparties exist since transactions are naturally dual, meaning the Company is the Client's counterparty for each trade. The Client cannot close a position with a different firm with a different price nor transfer his/her position to another firm.

21.24. The Company releases a quote showing two prices (Bid and Ask) that the Client may look into and use as a reference.

21.25. The Company will only accept orders based on valid and existing prices upon the Client's order execution.

21.26. At any given time, the Company can modify the quoted prices and other trading conditions, including leverage, contract size, and spreads. Such modification will take effect immediately without prior notification, which may be due to market events and volatility.

21.27. During situations beyond the Company's control (such as in the case of Force Majeure Events), a possible technical or system failure might arise, and prices may not be provided to the Client.

21.28. Every order shall be executed according to the Company's Terms of Use and Order Execution conditions.

21.29. The Client will receive a quote for every order through the Electronic Trading Platform.

21.30. The Company is not obligated to give price quotations to or accept orders from the Client if the financial instruments are restricted from trading for whatever reason deemed necessary.

21.31. Regardless of the opted means of the Client with the submission of the order (via the Electronic Trading Platform or email), the Client is responsible for carrying out each order submission and ensuring that it meets the requirements and the requisites stipulated in this Agreement.

21.32. The Company will not be held accountable for any inaccuracy that may arise during the execution of the order of the Client. Additionally, the Company reserves the right, at its discretion, to set the limits for the following:

- a. Submission of Client orders
- b. The volume of Client orders
- c. Opening of new positions and their value during the day
- d. Such limits can be amended immediately

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21.33. Should the Client exceed the determined limits of the above, the Company has the right to restrict the Client from submitting new orders and opening new positions. The Company can also, at its discretion, cancel transactions or close (partially or entirely) any existing trades.

21.34. Contracts and other derivatives that reach expiration will be closed systematically unless the trading account qualifies statistical requirements or if it is in good condition where the Client can transfer to a different liquidity provider.

21.35. Positive growing dynamics are the difference between closed positions in profit that do not exceed the negative open positions. Statistics are only counted for positive transactions after deducting the total negative.

## **22 Limitation of Orders**

22.1. The Company has the right to limit the Client's orders, including to avoid violating the provisions of this Agreement.

22.2. This Agreement follows a risk management policy, and the Company reserves the right to refuse (either in whole or in part) or limit any order of the Client if the former sees an insufficiency of funds should the order be granted.

22.3. The Company has the absolute discretion to set limits and parameters to control the Client's ability to place orders according to the provisions of this Agreement.

22.4. The Company can require the Client to limit the number of open positions at any time.

22.5. The trading limits referred to in this Agreement can be modified (increased, decreased, removed, or even added) by the Company with absolute discretion and without limitation.

22.6. The Company can control the Client's maximum order amounts and sizes. The Company may implement the necessary measures to the Electronic Trading Platform, including but not limited to verification procedures to ensure that the Client executed the orders.

22.7. Any other limits, controls, or parameters that the Company deems necessary can be implemented to comply with the provisions of this Agreement.

22.8. Based on several factors, the Company has the means to modify both the maximum and minimum trade sizes.

22.9. The Company will provide the Client with details of maximum and minimum trade sizes. The latter must be able to strictly follow the maximum and minimum trade sizes applicable at a specific time.

22.10. It is under the Company's discretion to decide if it will waive both maximum and minimum trade sizes to be valid for a certain period. Additionally, the Company can impose limitations or even restrictions on the Client's Account related to the allowable number of transactions, the types of transactions, or even securities that the Client may carry out.

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22.11. The limitations, requirements, and restrictions the Company may impose can differ among accounts and transactions. Such changes will be communicated by the former to the latter.

22.12. The Client accepts that the Company has the right to call for a limit in orders that must be followed to avoid further complications.

22.13. The Liquidity Provider can impose trading limits on orders at any time at its discretion, such as:

- a. Trading hour limitation
- b. Types of products that may be traded
- c. Trading volume and amount limit

22.14. The Company reserves the right to limit the Client's orders, given the risks of volatile markets, and to help the Client manage his/her investment strategies.

22.15. The Client acknowledges that he/she fully understands the conditions stipulated in this Agreement regarding the limits on orders as enforced by the Company.

22.16. During prearranged order limitations, the Client must take all necessary precautions to comply with all conditions in this Agreement.

22.17. The Company has the right to set limits on the Client's orders as deemed appropriate to retain smooth operations and to be able to protect its interests as well as the interests of other clients.

22.18. The Client shall be responsible for all orders and the accuracy of information entered during the determined limitation on orders provided by the Company.

22.19. The Client confirms that he/she understands the content of this Chapter and hereby agrees that he/she will dutifully follow the conditions stipulated in this Agreement.

22.20. The Client agrees that the Company can record the phone calls on reasonable grounds to ensure that the terms and exchanges of conversation are understood well in such period of order limitations. Such records shall be considered the Company's property and shall be acknowledged by the Client as supporting evidence of his/her orders or instructions.

22.21. The Company can use such relevant recordings or transcripts regarding the limitations of orders for any purpose it regards as reasonable and necessary.

22.22. The Company reserves the right to refuse to provide the Client recordings and any information related to the Account orders or transactions.

22.23. In its sole discretion, the Company may reject any Client order or instruction the former sees as exceeding the set limitations on orders.

22.24. When the Company identifies specific risks, it may restrict or limit existing and future orders by the Client as part of its risk management procedures in compliance with the applicable terms specified in this Agreement.

22.25. Determining limitations on orders shall be the Company's sole decision.

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22.26. In the case of any communication or technical failure, the Company reserves the right to limit the Client's orders to protect the former from any future liability.

22.27. The Company, even in periods of limitations of Client orders, will act and decide fairly on any concern involving the Client and reach a resolution for both parties.

22.28. The Company may declare all affected orders or instructions void if the Client exceeds the allowable limit set by the former.

22.29. If the Client incurs any loss in such order limitations condition, the Company will not be liable for such loss (i.e., loss of profits, income, or opportunity).

22.30. The Company has the right to consider the volume of the Client's order and the current market condition to execute and limit some of the Client's orders.

22.31. The Client acknowledges that he/she is responsible for reviewing the content of this Agreement and must be updated on the amendments being issued by the Company.

22.32. The Company will determine all Client limitations on orders without prejudice or forms of abuse that could violate the conditions set in this Agreement.

22.33. All limitations on orders set by the Company shall be to maintain proper operations of the Company's Electronic Trading Platform.

22.34. The Company reserves the right to impose limitations on trading to prevent risky orders from the Client, such as in cases where the Client is deemed to abuse the system of the Company or the Client's actions threaten the former's Electronic Trading Platform.

22.35. The Company is permitted to take all reasonable steps to attain the best possible results for its clients, even if it entails setting limitations on orders.

22.36. At any point, the Company has the exclusive right to amend the prearranged trading limits mentioned in this Agreement.

22.37. The Company can set the maximum and minimum trade sizes and quantity for a specific period it deems necessary and beneficial.

22.38. The Client may confirm all the necessary details and information to the Company by calling the latter's Support Team to ensure the allowable limit is followed.

22.39. If the market conditions are supposed to be abnormal, the Company can immediately decide to limit the Client's orders without notice.

22.40. The Company has established risk tolerance for all Clients. If such risk limits were reached, the Company might be driven to enforce limits on orders made by the Client.

22.41. If any irregularity arises when the Company implements and controls the orders, the Company can call for limitations on orders by the Client.

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22.42. Supplementary controls that the Company needs to implement are in compliance with the Terms of Use in this Agreement.

22.43. Should the Company discover that the Client is guilty of committing market misconduct/s, the former can impose mandatory limits on the latter.

22.44. The Client accepts that the provisions in this Agreement about the limitations in the orders may be subject to alterations from time to time.

## **23 Cancellation of Orders**

23.1. The Client may cancel ongoing trades and orders provided he/she submits written consent to the Company's official email address. While they may be canceled, the instruction from the Client cannot be withdrawn or amended as soon as the cancellation has been carried out upon the Client's consent. Additionally, the Client accepts that any losses from the cancellation will not be refunded to his/her Account.

23.2. The Company also may choose not to accept any orders or instructions to conduct transactions at its absolute discretion should it be deemed void. For example, this may be due to system failures in the Company's trading platform or for reasons of reaching the maximum limit in the number of orders placed by the Client.

23.3. In such a case, the Company will be free of any liability or claims of losses, proceedings, and damages caused by unauthorized cancellation of the services.

23.4. The Client, upon his/her request for service cancellation, shall fulfill outstanding obligations (which may be Agreements, Contracts, or Credits) to the Company accordingly.

23.5. The Client has the right to cancel or withdraw his/her orders. However, the Client can only request for cancellation of any order if it is not considered too late to cancel.

23.6. If a Client wants to change, remove, or cancel a particular order, he/she must execute the cancellation within the trading hours for each relevant market. Such information can be found on the Company's Website for the Client's reference.

23.7. The Company reserves the right to cancel market orders that were not executed due to insufficient volume to fill them, where such orders would not remain effective and will be canceled by the Company.

23.8. The Client further acknowledges that orders can be canceled if such orders have not yet been matched.

23.9. The Client understands that cancellation of orders is not allowed during market posting periods (pre-open and pre-close).

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23.10. The Client must access the Company's trading platform to view or modify his/her pending orders. By accessing the Website, the Client will find a list of his/her orders and his/her options. The appropriate option must be chosen if the Client wants to cancel his/her order. If this is the case, the Client will receive a confirmation message and need to re-enter his/her password for verification purposes.

23.11. The Client is responsible for ensuring the Company has permitted the cancellation request to avoid transaction issues.

23.12. If the Client faces any problem canceling the order, he/she must call the Company through the available communication means. Should the Client have further questions regarding placed orders, he/she should contact the Company's Support Team.

23.13. The Company provides an accessible and user-friendly Website with an interface accessible to any device with a standard mobile web browser. For convenience, the Client can also access the Electronic Trading Platform through a mobile device to operate his/her trades and orders.

23.14. Depending on the Client's preference, he/she may opt for the expiration of the orders he/she has placed in the market. The Client may determine the expiration of his/her limit orders with the following options: Day, Day + Extended Hours, Good Until Canceled + Extended Hours, Extended AM, or Extended PM.

23.15. The Client can change the expiration date of pending orders and delete or modify a pending order before it gets executed.

23.16. The Company may process the cancellation requests of the Clients from its side. However, in cases where the original orders have already been executed in the marketplace, the Company will no longer be able to cancel such an order, which will be considered "too late to cancel." Therefore, the Client must note that he/she cannot cancel orders already executed in the market.

23.17. To avoid exceeding the available funds and overselling a position, the Client is solely responsible for ensuring that his/her pending orders are canceled before placing any other or new orders. The Client must consider that an order can be canceled in two ways: through the trading platform or via email. All orders will be considered as "GO" unless the instruction to cancel is made by the Client.

23.18. The Company is entitled to cancel the Client's order if it violates any of the conditions stated in this Agreement. Additionally, the Company may cancel the Client's order if the Company recognizes any breach of the conditions set out in this Agreement and the order has already been executed.

23.19. The Company keeps the right to cancel any Client order for the following reasons:

- a. Technological disruptions (internet and network communications)
- b. As ordered by the court due to antifraud or anti-money laundering acts
- c. If the legality or authenticity of the order is under suspicion
- d. Automatic rejection of the Company's system due to trading limits
- e. During abnormal market conditions
- f. If the Client lacks sufficient funds in his/her Account
- g. If the Client's balance goes below zero

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23.20. The Client can change the expiration dates of his/her pending orders before such orders are executed in the market by canceling such orders and placing new ones.

23.21. The Client must ensure that the Company has granted the cancellation of his/her order(s) before proceeding with a new one. Changes and cancellation procedures must only be done during the predetermined trading hours of the Company. If the desired cancellation is accomplished during the Company's off-hours, it will not be acknowledged even after the market has opened.

23.22. It must be considered that the Client can cancel only unmatched orders. For partially filled orders, only the unfilled portion can be canceled by the Client. The Client must, at all costs, ensure that orders have been successfully canceled, even if it requires contacting the Company for further verification.

23.23. The Client must access the Trading Platform with a secure connection to ensure that the desired action (e.g., cancellation of orders) will be carried out successfully.

23.24. Protecting the login details ensures unauthorized access will not compromise the Client's Account. Accordingly, the Client should not disclose the Trading Platform login details as such information will be used to verify further actions like order cancellation.

23.25. Cancellations made at the last minute are considered too risky. Therefore, the Company can only process any cancellation request before it gets executed in the market.

23.26. The Client should demonstrate responsibility in monitoring his/her open positions and must not neglect that cancellation of orders is not viable when orders are already trading in the market.

23.27. The Client must avoid a lack of adequate funds, which is possible if he/she thoroughly ensures that pending orders are canceled before creating new orders.

23.28. If the Client will be placed under investigation due to fraud or anti-money laundering violation, the Company holds the right to cancel the Client's past and existing orders.

23.29. The Company, at any time, may cancel the Client's orders in cases of abnormal market conditions or if he/she breaches this Agreement.

23.30. The Company can only cancel orders explicitly requested by the Client. Therefore, the Company is not liable for any losses or damages incurred if the Client fails to clearly express his/her canceling of his/her order(s).

23.31. A Good-Till-Cancelled order is valid until such has been completed or canceled by the Client. Accordingly, the Client should regularly check the status of his/her orders for an update.

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## **24 Ongoing Transactions**

24.1. The Company has the right to charge for services, commissions, or remunerations to improve and advance ongoing transactions conducted by the Client, which includes, inter alia, dealing with the underlying markets related to the Client's transactions.

24.2. While investment advice is not under the Company's responsibilities, third parties may be consulted by the Client at his/her own risk and discretion. However, any loss or damages caused by third-party professional advice or counsel will not fall under the Company's liability.

24.3. Issues such as suspicious transactions will give the Company the automatic right to intervene or intercept should the management deem it necessary so it will not result in any further damages or losses on the part of the Client and the Company.

24.4. By agreeing to these terms, the Client acknowledges that he/she is aware of the conflicts and losses that may arise from a conflict of interests related to the ongoing transactions in the Account.

## **25 Trading Transactions**

25.1. Each transaction made by the Client to the Company always implies the Client's authorization, including electronic settlements. Remember that a transaction will be valid upon the approval of an authorized person from the Company. Any third-party transactions shall be required with written confirmation and approval from the Client, indicating consent of authorization for the third party to conduct the transaction.

25.2. The Company is to accept a transaction given that the full instructions were followed, and no falsification or forgery is guaranteed. Then, a settlement will be due, and verification shall follow from the Company within the given period. Failure to fulfill those mentioned above will lead to the invalidation of the transaction and Account restriction. Furthermore, breaches and other falsifications and forgery after receiving a confirmation can and may result in relevant consequences and restrictions if proven true.

25.3. Validating transactions is made exclusively for the Client; it is non-transferable and only binds the Client. Tampering or falsifying validation for any transaction can lead to legal action or the applicable measures imposed by the Company. Therefore, the Client is in charge of confirming validations, and the Company disclaims all responsibility for any resulting loss and damage.

25.4. Validations are settled in the allotted period the Company sets. However, issues related to the validation may arise on the Company's side. However, the Client acknowledges that there is a possibility for delays to occur on the Company's side. If any issues related to the validation arise from the Company's side, internal resolutions will apply to the relevant validation of transactions.

25.5. In case of not receiving any validation from the Company, even after receiving a confirmation, the Client must immediately inform the Company of the delay he/she has encountered. However, if the Client's claim regarding delayed validation is deemed false, the Company has the right to dismiss such a claim at its discretion.

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25.6. The Company will only ask for additional information and data via third-party websites if the Company has an official account on the applicable platform(s). Any fraudulent activities and communications are to be subjected to a possible scam. The Client must forward any suspicious messages to the Company, where Authorized personnel can identify the authenticity of the request. The Company strongly opposes any third-party validations of any request if the validation comes from a separate party; proceed with caution as the Company shall not be held liable for further damages and breaches.

25.7. Validation time can also depend on the transaction scale. If it is pushed to the maximum limit, expect a more extended validation period than minimum transactions, which can be processed around the day. Therefore, if a prolonged validation is experienced, contact the Company as soon as possible to resolve it quickly. The Clients are also advised to be patient as a steady stream of validation traffic is expected daily, and the possibility of losing a transaction can be inevitable.

25.8. The Company can and will refuse certain transactions deemed to be breaching the Company's Terms of Use and policies.

25.9. Any invalid transaction will be ignored, as the Company is solely liable for any transaction validation, given that the transaction is valid and relevant. Any possible step taken by the Client without the Company's prior knowledge can lead to damage and even loss of money. The Company iterates to comply with the Terms of Use in this Agreement to avoid any possible complications.

25.10. Do not send multiple requests for the transaction if it has been rejected the first time. Instead, ensure that the documents being sent are correct and accurate. Errors, both major and minor, are grounds for the invalidation of any request.

25.11. The Client agrees to comply with the rules, policies, and regulations that the Company imposes. Failure to follow the conditions can lead to disqualification on any validation request the Client has submitted.

25.12. Any document or transaction for validation must stay within the confines of the Company's Terms of Use; The Client is solely responsible for reviewing the terms regarding validations herein to avoid disqualification.

25.13. The Company can deliberately reject requests at its discretion to comply with its Terms of Use. If the Client believes he/she experiences an unjust judgment, he/she can contact the Company with the relevant concern, subject to the Company's evaluation.

25.14. The Company may decide on the base currency transaction if certain Force Majeure events happen. If volatility strikes unexpectedly, the Company has the final judgment in determining the applicable market prices.

25.15. The Client hereby accepts the Company's conditions regarding the price determination. In the event of profound confusion, the Company assures to provide the best possible solution if sharp market declines and prices are highly affected.

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25.16. The Company may, but is not required to, provide currency changes, and it is up to the Client to review any amendments. The Company is not liable if the Client fails to check updates regarding such occurrences that can lead to loss of money.

25.17. The Client understands and agrees that his/her transactions will be converted to his/her base currency and that service fees and other fees shall be settled in compliance with the conditions of derivative positions.

25.18. The Company is not liable for any direct or indirect damage and loss that the Client experiences with third-party content. Any fraudulent cases and notifications are to be forwarded to the Company. The Company advises avoiding making any deal outside its premises to ensure the highest possible protection.

25.19. There will be no circumstance that the Company will provide any legal guidance, and the failure to immediately contact the Company can potentially lead to personal identification breaches and loss of money.

25.20. The Company is not liable for any information leaked from the Client's end; the Client is solely responsible for protecting their data and identities against fraud and unauthorized third parties. The Company shall not be held liable for any losses that involve swindling and dealing with third parties and other actualities that offer legal guidance.

25.21. The Client is the sole owner of his/her account; any possible loss and other failures will be under the Client's care and supervision. Investments, transactions, and investment strategies made are solely of the Client's free will, and any loss will not be held under the Company's liability. For specific occurrences, contact the Company for further clarifications.

25.22. Remember that trading has a high risk and high reward nature. Losing funds is possible, and none of it will be the Company's responsibility. Every decision the Client makes is considered his/her personal investment objectives and plan, and every strategy and transaction the Client will make is his/her sole decision. The Company will not be, in any way, liable for money lost in the Client's investments.

## **26 Information & Other Data**

26.1. Upon registration, the Company acknowledges the Client's acceptance and agreement to the Company's information and other data terms in its entirety and without exceptions. This Agreement bounds the relationship between the Client and the Company, including providing security for all collected information. However, this does not guarantee that the Company will not disclose data from any person or agency, whether public or private, should it deem necessary or where the Company has a legal obligation to do so.

26.2. The information that the Client provides the Company will be used to verify, open, and set up the Client's Account, assign and issue an Account number, issue access to the Account, and record daily Account activity. The Client's information would also help the Company improve its services.

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26.3. The Company collects information under the following circumstances:

- a. Upon registration through online forms on the Company's official Website
- b. When conducting financial transactions, including deposits, fund transfers, and withdrawal
- c. When the Client contacts the Company through its official communication platforms

26.4. Information collected by the Company includes the following:

- a. The basic registered information submitted to the Company to create an account, such as name, address, age, birthday, country of residence, occupation, company, income, and contact details such as email address and phone number
- b. Personal information that would be used when the primary account holder decides to apply for a fully functional live account
- c. Identification information, which includes identity card numbers and registration numbers
- d. Required documents to verify the Client's identity, such as government IDs, national IDs, passports, driver's licenses, and the likes
- e. Required documents as proof of address, such as utility bills and bank statements, which should be issued within six (6) months

26.5. Information is collected via the following methods:

- a. Voluntary and direct filling of the electronic forms on the Website
- b. Sending scanned documents to the Company's official email address or uploading them to the Website

26.6. Additional proof of identification and other documentation may be required depending on the Client's jurisdiction or the PSP he/she used. In compliance with the Company's KYC Policy, the Client agrees to provide those additional required documents to complete the verification process.

26.7. The Client also gives the Company, its Managers, Agents, Brokers, and Support Team full authorization to carry out actions such as credit and identity confirmation as deemed necessary. The verification may include constant background checks and reference requests from the Client's bank, including an agreement to assist the Company when necessary. The Client acknowledges that this would require them to give and provide personal information to the Company's representatives who may be located outside their country of residence. The Client permits the Company to give the necessary information regarding his/her Account to anyone seeking a reference or information in good faith.

26.8. The Company and its subsites or subdomains are also authorized to contact the Client at any reasonable time to discuss the business or the Account for whatever purpose it may serve. If the Client suddenly decides to disallow the Company not to contact him/her anymore, the Client is obliged to inform the Company directly through a written notice.

26.9. The Company reserves the right to store, collect, and process the data collected from the Client related to the entirety of the Agreement between the Company and the Client.

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26.10. The Client's data, information, and records can be provided as evidence of their transaction with the Company related to the services provided.

26.11. The following documents for the Corporate Account are also required:

- a. The ID of the Client representing the Company
- b. Utility Bill of the represented Company
- c. Legal Approval for company funds usage

26.12. The Company relies on the Client's submitted data to carry out and process the Account and the services availed from the Company, provided that the personal information is up to date, accurate, and correct.

26.13. The Client agrees that all information and documents submitted to the Company are accurate, complete, valid, and not forged or falsified.

26.14. The Company reserves the right to reject any submitted information or document if it is outdated, incomplete, inaccurate, or an incorrect required type of data. The Client must provide the correct data to prevent account and transaction issues in such a case.

26.15. The Company does not allow changing the Account holder's name on the Website in compliance with the applicable policies to moderate and manage each Client user properly. Accordingly, the Client agrees to provide his/her correct and real name upon Account registration. If the Client needs to change his/her name on the Account, he/she must contact the Company with a valid reason to make the applicable modification.

## **27 Identity & Records Verification**

27.1. By accepting these Terms of Use, the Client agrees that the Company and its representatives have the right to go through and process personal data and information submitted by the Client to the Company.

27.2. This process would include storing, processing, and using the data to carry out the services the Client has availed from the Company. Additionally, should the Company's representatives deem it necessary, the Company will verify the information submitted to the Company from third-party agencies authorized to provide such services. The Client agrees to the Company's use of these third parties and gives the Company authorization to provide them with the information the Company has received from the Clients.

27.3. The Company may contact the Client from time to time to keep the Client's records and information up to date. This measure is conducted to prevent breaching the applicable Data Privacy Laws and policies. Accordingly, the Client agrees to comply with such a measure to continue using his/her Account and the Company's services. Additionally, the Client is solely responsible for informing the Company if any changes or updates need to be made to his/her Account information.

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27.4. The Client agrees that the verification process includes carrying it inside or outside the jurisdiction or residence where the Client resides. Account verification may be achieved through email address confirmation, personal phone calls from the Company's representatives, and presentation of scanned documents through live chat or conversations. This information is subject to be processed per the Company's Terms of Use provisions.

27.5. It is the Client's duty to give and submit only reliable information to the Company that will be used to activate and manage their account. Accordingly, the Company will not be liable for any claim from the Client, including losses or damages that were supposedly caused by false or inaccurate information submitted by the Client to the Company.

27.6. Should the Company suspect or detect fraud or a phony account, it will automatically suspend the account and its trades. It is at the Company's discretion to close the opened financial betting contracts at reasonable causes. Claims against the Company will not be entertained. However, the Company may take precautionary measures to ensure these claims will be addressed and investigated.

## **28 Disclosure of Data**

28.1. The Company does not disclose or share its Client's information, whether it is currently an active account or an inactive one that has been closed to non-affiliated parties. However, the Client agrees the Company may disclose that information to authorized third parties in compliance with applicable laws, regulations, or rules from the area or jurisdiction that the Client currently resides in or in the area where the Client stated as his/her legal or current residence (e.g., the Company might disclose the Client's personal information when the Company is in cooperation with law enforcement agencies in compliance with subpoenas or other court requests).

28.2. While the Client's personal information is protected by the Company's information security, all of the Client's portfolio, trading data, trading performance, and the likes shall not be placed under these terms and are therefore considered the Company's property and are non-confidential. This information or data is automatically granted to the Company as their property, which is non-exclusive, transferable, royalty-free, and licensed to the Company for use, copy, duplicate, and publication.

28.3. Emails, customer support messages, phone calls, and other official means of communication with the Company and its representatives are recorded by the Company. These recordings are the Company's property and are only used for quality assurance and business administration. In compliance with the relevant data privacy policies and prevention of the illegal use of data, the Company can reject provision requests for communication records from any Client or third party. Acknowledgment of the entirety of the Terms of Use will automatically grant the Company the right to keep any future conversations, emails, and other communication messages.

28.4. All recorded conversations with the Client, including emails and chat messages, will be kept and maintained by the Company for a minimum of three (3) years from the date of the account activation. Records regarding contract changes, extensions, termination, or expiration may be kept longer. Furthermore, the Client accepts that the Company can use the official communication records as evidence to the applicable court or authorities if necessary.

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28.5. All Client information is recorded by the Company's data security technology, which includes the use of tools and programs such as firewalls and data encryption that will prevent unauthorized third parties from intercepting the Company's servers, laying out the Client's personal information vulnerable. Rest assured that the Company maintains a high level of security system that works to safeguard access to the Company's systems and data.

28.6. The Company has the right to reject the provision request from the Client or any third party regarding the original or duplicate copies of any collected data to prevent illegal or harmful use. Such collected data includes but is not limited to KYC documents, information, financial transaction records, trading activity records, and communication records.

28.7. By accepting these Terms of Use, the Company is given full authorization to provide information and transactions relevant to the Client's Account to any legal or tax authorities, including any party or agency authorized to conduct an audit or investigation.

28.8. Keeping receipts, order notices, instructions, and any other records of transactions will be the Client's responsibility. Nevertheless, the following could be given to the Client through an instructed request. However, the Company does not guarantee the availability of the information or data requested by the Client. Additionally, the Company reserves the right to reject any request for data if it sees fit and to protect its data privacy rights.

28.9. The Company operates according to the applicable Data Processing Law, where by using the Company's services, the Client authorizes the Company and its affiliates to collect personal data to carry out transactions and other services.

28.10. Accordingly, the Company reserves the right but is not obliged to disclose the applicable collected data, including KYC documents, information, and transaction records, to its authorized affiliates strictly for business purposes. Such authorized affiliates include banks, credit providers, financial institutions, payment merchants, and service providers.

28.11. The Company values every Client's privacy and makes a safe trading environment to secure the Client's Account, where all the Client's provided information is obtained and kept for business purposes only. The Company only collects the necessary information to verify the Client's identity and enhance his/her trading experience. Therefore, any Client information, such as the Client's name, address, birth date, and occupation, shall all be kept safely away from the public. Additionally, the Company always maintains the highest security level and improves those measures frequently to prevent potential harms like data breaches.

28.12. The Company and its constituents have the right to access any Client's information for business purposes only. An example of cases where the Company, or any of its authorized representatives, can access the Client's Account information is when the Company verifies a transaction and serves the Client's Account. Information such as the Client's name, address, birth date, occupation, assets, and income are used accordingly.

28.13. The Company shall not be liable for data loss due to unexpected technical issues such as a system crash, power cuts, program failures, illegal intervention, and other errors in the system.

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28.14. The Company will not be responsible for damages or losses that the Client may suffer due to sudden loss of information due to failure in the Company's system or services. However, should the Company deem it at fault and responsible for the data loss, compensation or retrieval for loss of funds or information will apply.

28.15. The Client acknowledges that the Company has the right to suspend or cancel a Client's account in case of security breaches but is not responsible for any further damages following the Account's closure or cancellation.

## **29 Currency Conversion**

29.1. Currency conversions used for the transactions are subject to daily changes with the exchange rate applied by the Company. Therefore, upon authorizing transactions in the Account, the Client accepts the available rates the Company provides.

29.2. Accepting the Terms of Use shall mean that the Client agrees to the Company's currency conversion in every circumstance. Accordingly, losses due to currency conversions will be the result of currency-to-currency changes. The Client further agrees that he/she indemnifies the Company and holds sole liability for the costs and losses after the conversion.

29.3. The Company is required to convert the Client's money according to his/her base or Account currency. Conversion may include gains, losses, option premiums, commissions, interest charges, brokerage fees, and other fees; every deposit denominated other than the Company's base currency.

29.4. The Client agrees that the Company can use the funds in his/her Account to pay his/her outstanding balances and dues when necessary; the Client has the entire liability to cover his/her obligations.

## **30 Deposit Transactions**

30.1. Upon accepting the Company's Terms of Use, the Client also agrees that any payment that he/she will conduct with the Company shall be agreed upon and accepted by the Company alone. Any foreign validation of payments and payment requests are strictly out of the Company's radar. Loss due to negligence shall be the Client's sole responsibility.

30.2. The Client assures that the funds he/she deposits and uses for trading with the Company are legally obtained. Accordingly, such funds must be in the form of real money and not in other goods. Furthermore, the Client understands and agrees that accumulating interests from his/her trading account is prohibited.

30.3. The Company can levy any possible transaction due to processing fees and payments with the Client's Account. The Client also agrees that every payment and transaction he/she conducts with the Company is final; the Company may but is not required to inform the Client if a specific product or service is unavailable and if problems persist. The Company is not responsible if, in some cases, the Client manages to miss the report.

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30.4. Additional payment must be settled immediately by the Client, where the Client agrees that commission charges, processing fees, and other applicable fees will be extracted from his/her account. Prices of commission charges, processing fees, and services may surge or be deducted at the Company's sole discretion.

30.5. In compliance with the deposit terms, the Company has every right to decline every deposit deemed to violate clauses under the agreed Terms of Use. Accordingly, the Company abides by the governing laws and helps prevent fraud and money laundering; the Company, in its sole discretion, may reject deposit transactions if perceived unlawful.

30.6. The Company is not obliged to remit any money without any due and proper request and with the Company's discretionary; the Company will not be sending money to any Client, but if given to a particular circumstance, a fitting substitute may be offered.

30.7. The Company can reject deposits from unverified banks or senders; any payments from an unverified bank will be declined, and any money loss will be on the Client's liability.

30.8. Payments or deposits can be processed by the Company for one (1) business day. However, the Company is not responsible for any delay that may occur due to third-party providers.

30.9. Furthermore, the Client acknowledges that the Company will not charge him/her any fee when depositing to his/her account. Any fees charged by third-party transaction providers or banks will be under the Client's sole responsibility.

30.10. Fund transfer between two trading accounts must be requested through a formal letter submitted by the relevant Clients, subject to the approval of the Company. Both trading accounts must be verified and should have no outstanding dues.

## **31 Credit or Debit Card Funding**

31.1. Further information and clarification on the proper use of the different payment methods provided by the Company will be available on the official Website, where misuse and violation will be on the Client's liability.

31.2. The Company accepts credit and debit cards to fund the account. The Company will provide the exchange rate, subject to daily changes. Credit card and debit card transactions are fast, where processing usually takes minutes, and the deposited funds are instantly usable after validation from the Company's authorized personnel.

31.3. The process will be free of charge, but it will vary on the Client's card company whether additional fees are implemented apart from the processing fee for the transactions.

31.4. The Client permits the Company to submit his/her credit card or debit card registration and documentation as a requirement by the Anti-Money Laundering Policy (AML Policy), Know Your Customer Policy (KYC Policy), and other regulations and legislations that apply. The Client must wait for a confirmation and a validation of his/her credit card to start trading; should the Client show negligence

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towards his/her account's risks, the Client will be liable for the damages and losses that may arise. A different method for registering the debit card is specified on the Company's official Website; all damages and losses due to negligence will be at the Client's liability.

31.5. The Company ensures its Clients maximum safety and security; this includes preventing fraudulent activity and identity theft. The Client agrees with the following limitations, and failure to comply with rules corresponds to consequences. Accordingly, the Company is looking to keep it upright with these measures, where it may limit the number of transactions allowed in an allotted time. In addition, there may also be a limited amount of deposit in an allotted time, and there can also be a limit to the amount of deposit per transaction and registered email.

31.6. When using credit cards, the Company may also put a limit on credit cards allowed. In addition, deposit attempts may also be limited per email and a limitation on the connected email address on a single credit card.

31.7. The Client agrees that failure to comply with the mentioned deposit conditions may lead to investigations to ensure that an authorized person is still behind the activities. As a result, some transactions can experience delays due to ongoing investigations, including the declination of card deposits and other transactions. If the Company investigates the Client's Account, the relevant department has the right to request additional documents.

31.8. If the fraudulent activities are confirmed, all transactions and activities will be ceased; the account will be blocked from the Company, and all profits and revenues in the Account will be put on hold until the fraudulent activities are cleared. In addition, all transactions that are being processed will also be on hold until the issue is resolved.

31.9. It will be in the highest regard that the Client provides the Company with accurate personal information; it will be a criminal offense to provide the Company or any of its representatives with misleading and inaccurate information. The Company has every right to identify the Client's credit and debit cards; the Company makes sure that the Client is the authorized and legitimate owner of the card.

31.10. With its logical and rational discretion, the Company can cancel transactions if suspected to be fraudulent or illegal. The Company can also completely block all access to services and, without limitation, can suspend and terminate the Client's account; under the circumstances, the Company also has the control to seize any profits and revenues to the account.

31.11. The Client must keep track of every credit card and debit card transaction; the Company will not be liable for malfunctions and misuse of the Client's cards. Keeping track of card transactions gives a lot of control and help, where the Company also keeps track of the Client's transactions for later purposes.

## **32 Withdrawal of Funds**

32.1. The Client agrees that all withdrawals of funds are subject to the Terms of Use that entail the Anti-Money Laundering law and all applicable laws and regulations. Accordingly, the Company is looking to keep upright and follow respective rules and regulations, where all withdrawals from the Client's account are subject to validation.

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32.2. All withdrawals can be processed within one (1) business day, given that the Client made the withdrawal request on a business day. However, withdrawal requests may be delayed due to holidays, internal errors, or failure to complete the withdrawal requirements. The Client is responsible for checking the status of his/her withdrawal request in the Account.

32.3. After the validation of the withdrawal request, the Company would immediately process this on the bank, credit card, or debit card the Client used for his/her name and information. Therefore, the Company will not be liable for any problem the Client may encounter after the processing and validation.

32.4. Once the Company approves the withdrawal request, the Client will receive his/her funds within one (1) to five (5) business days. The Client understands and agrees that any delay, loss, or damage that may arise after his/her withdrawal request has been processed is beyond the Company's control, and it will not be liable for such an issue.

32.5. The Company will not be liable for any delay, like the bank, credit card, or debit card companies that take some time to process the Client's request—sometimes even days. Additionally, the Company will not be liable for any delay beyond its control. If the Company encounters internal issues, the Company will inform the Client immediately.

32.6. The Client acknowledges that the Company will impose every applicable law and regulation; the Company complies with anti-money laundering laws to prevent fraudulent financial activities and crimes. As a preventive measure, the Company has established its AML Policy and KYC Policy, where it conducts an identity verification process. The Client agrees that failure to provide the correct information and identification can lead to some delay and can lead to relevant consequences and restrictions; in this event, the Company will hold no liability for the damages that may occur.

32.7. The Company can also impose a limit on the withdrawal request and put a limit on the withdrawal per Account. Note that the minimum amount for withdrawal requests through international Wire Transfer is 50 USD and above. Failure to comply with the withdrawal conditions can lead to relevant consequences and restrictions and may lead to legal actions if further negligence is exemplified.

32.8. The Company has the right to charge the Client transaction fees when processing withdrawal requests, where the rates are subject to changes. On the other hand, the Client may also encounter transaction fees from the relevant bank or credit/debit card companies beyond the Company's control. Accordingly, the Client agrees to settle those fees in compliance with the applicable withdrawal processing conditions.

32.9. Third-party fees and other charges that may underlie the Client's funds, such as taxes and other costs, are solely the Client's liability. These other charges that the Company does not impose exist; if the Client neglects to pay such fees, it can lead to relevant consequences and restrictions. If other forms of payment from third-party software or applications arise, contact the Company immediately to avoid possible loss. Fraudulent entities are always present; the Company does not hold any liabilities in case of any loss in that event.

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32.10. The Company can also halt any withdrawal process at its sole discretion and can cancel the withdrawal request if:

- a. Fraudulent activities are detected in the Account
- b. There is not enough balance or margin available in the Account
- c. In case the Client has a previous or current outstanding obligation towards the Company
- d. The Client has (an) open trade(s) in his/her trading account
- e. The Client has initiated a chargeback procedure
- f. The Client cannot be reached through the official communication forms within two (2) months of the request
- g. The Client does not provide the required information or document within two (2) months of the request

32.11. If the Company fails to deliver the right amount, the Client must contact the Company immediately for further clarification so it can deliver the right amount. Relevant consequences and restrictions will apply if false reports are sent.

32.12. The Company will not be liable for any solvency or omission acts by any bank or other parties holding the Client's funds or money.

### **33 Chargeback**

33.1. Given the speculative attributes of trading in the financial market, the Client acknowledges that he/she cannot file a chargeback for the services of the Company considering the trading platform, client area, news, and signals, which are part of the provided services. For filed chargebacks, the Client agrees that his/her trading account can be inaccessible or terminated immediately.

### **34 Commissions**

34.1. The Client is obliged to settle payments, which include commission charges from the Company. The Company may duly inform the Client regarding his/her dues and balances. Missing the deadline can elevate to relevant consequences and restrictions, while negligence can result in legal actions.

34.2. At its sole discretion, the Company has the right to alter and amend all fees or charges at any time. Such changes include altering trading fee rates such as commissions, rollovers, swaps, and other specifications that may be amended subject to market conditions. The Client agrees that such changes can be effective immediately without prior notice.

34.3. The Client accepts that using the Company's services and facilities may entail separate charges and commissions. The Client's continuous use of the aforementioned indicates continuous patronage. Therefore, dues are expected from time to time. If the Client decides to cease the use of the Company's facilities and services, he/she must contact the relevant Company representative as soon as possible.

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34.4. For unimplemented or incomplete shares in the trading process or reserved shares/contracts, the equivalent percentage amount between 1% to 5% (depending on the leverage of the trading asset) will be deducted from the Client's Account. The Client acknowledges and accepts that the Company can close an existing trade in split lots or volumes to compensate or reduce the floating loss from the total floating profit or variable profit.

34.5. The Company is not liable for any misuse of commissions; the Company is not, by any means possible, liable for VAT duties, taxes, and other legal duties the Client accrues. Even with the connection to the Company and the Clients, it is the Client's sole responsibility to process the preceding dues.

34.6. The Client acknowledges and agrees to pay commissions to third parties that help initiate and maintain a business relationship between the Company and its constituents. Such commissions include rebates, spreads, and profit-sharing. The Company may also impose a 4% annual interest rate, excluding the daily interest rate as determined according to the status of the trading account.

34.7. For inactivity, there will be some fees to be paid. The Client will be reminded of the inactivity and informed of the fee via email before the deadline.

34.8. The Client agrees that his/her trading account must maintain a quality condition through his/her trading course. The Company reserves the right to impose fees if he/she does not qualify for the determined statistical requirements.

## **35 Fees & Other Charges**

35.1. If applicable, the Client is responsible for paying the fees imposed strictly and stated in this Agreement, including those indicated on the Website. Failure to comply in settling the fees can lead to relevant consequences and restrictions; legal actions are also expected in case of significant accumulated unpaid dues.

35.2. Every Client's remaining balances and charges are updated daily on the Account, and personal notifications can be delivered. If there are any adjustments to the fees or charges, the Company may but is not obligated to inform the Clients regarding such adjustments. Repercussions are under the Client's liability, but if a problem persists within the Company's system, contact the Company's authorized representatives immediately.

35.3. The Company is not liable for any tax and other legal responsibility involving any of the Client's activities; it is the Client's sole responsibility to fulfill lawful duties.

35.4. Other commission fees are also on the Client's liability; the Company benefits from commissions and remuneration for any transaction and contract carried out on the Client's behalf.

35.5. Furthermore, the currencies used for the fees or charges are subject to changes as applied by the Company at its sole discretion.

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## **36 Bonuses & Rewards**

36.1. The Company may, from time to time, give out bonuses and rewards, which are subject to specific terms and conditions. Accordingly, the Company updates promotions and rewards now and then and may give prior notification on upcoming rewards and bonuses.

36.2. All rewards and bonuses have expiry dates; the Company will clearly state the mechanics and their information on how long the promotions will run. If problems persist regarding the Company's promotions and rewards, contact the Company, the Management, or any of the Company's authorized representatives immediately, and the Company will be grateful to assist. If further problems and negligence happen, the Company will not take any liabilities from the occurrence.

36.3. The Company is not liable for any issue that involves third-party software and applications; it is the Client's sole responsibility to keep track of fraudulent offers, in this case, bonuses and rewards, especially if they go outside the Company's premises.

36.4. The Company may but is not obligated to offer New Client bonuses and rewards; incentives are given for opening Accounts and depositing for the first time. These bonuses and rewards are also subject to specific conditions within the Company. For the Client to withdraw the bonuses provided by the Company and the profit generated from his/her trading, the Client must be able to comply with the terms and conditions provided regarding reaching trading volume.

36.5. The Company can alleviate any bonuses and rewards at its sole discretion if any applicable terms are violated or any fraudulent activities are suspected. If negligence is seen among the Clients, relevant consequences and restrictions may proceed.

36.6. If the Client requests to withdraw the Company bonus he/she availed, he/she must comply with the bonus guidelines accordingly, while the request will be subject to the approval of the Company. Additionally, if the Client received a certain bonus amount during his/her trading, the same percentage ratio of the Client's withdrawal amount from its Account balance would be deducted from his/her bonus.

## **37 Risk Disclosure Statement**

37.1. Investing in the financial market is connected with risk. This statement does not disclose all the possible risks and other significant aspects of trading derivatives, futures, and leveraged products. Considering all possible risks, the Client should only use the Company's services if he/she understands the nature of the contracts and professional relationship that the Client is entering and the extent of his/her exposure to risks.

37.2. Trading derivatives, futures, and leveraged assets may not be suitable for all types of traders. Therefore, the Client is solely responsible for ensuring his/her experience, objectives, financial resources, and other relevant factors are thoroughly considered before he/she avails of the services of the Company.

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37.3. The Company does not and cannot guarantee the profit or loss of the Client in any financial instrument. The Client acknowledges that regardless of any information provided by the Company, the value of any financial asset or instrument may fluctuate, which can affect the Client's investment.

37.4. The Client understands that upon his/her trading, he/she accepts the risk and possibility of incurring losses and damages due to any financial asset or instrument.

37.5. The Company does not guarantee that the information on the previous performance of a particular asset can affect its current or future performance. Therefore, it is at the Client's discretion how he/she will use the former data or figures of a specific asset and whether he/she will apply them to his/her trading strategies.

37.6. The Client understands the risk of significant losses that may occur in a short period due to the speculative nature of the Company. Derivates and other instruments can be highly volatile, fluctuate rapidly, and show unpredictable events and results, none of which can be controlled by the Company or the Client.

37.7. If the margin capital of the Client is insufficient to hold ongoing trades, the Company can but is not obligated to contact the Client through phone call or email for notification regarding the matter. The Client may be required to deposit additional funds on short notice. The Client understands that if he/she fails to act on the matter in the required time, he/she will solely be responsible for any loss or damage that will occur.

37.8. The Company stands on the right to regulate margin requirements for each product. Such regulation would possibly result in the Client's margin requirement growing. As a result, the Client may be obligated to have additional funds to uphold prevailing conditions.

37.9. Upon entering this Agreement, the Client confirms that he/she is aware that trading will depend on the price measure of the actual financial products. The Client will then be uncovered with the related risks to understanding the fundamental assets.

37.10. Some of the possible risks that can happen during the Client's trading course are as follows:

- a. **Volatility** – Sudden, unforeseen activities in the actual product's price can produce an inflated profit or loss to the Client. Markets may not interchange precisely or consistently, and price gaps can happen with sequential quotes in the distance. One of the outcomes of this may be that stop-loss orders are implemented at unfavorable prices, either complex or lesser than the Client may have expected, reliant on the path of the Client's trade.
- b. **Currency** – Wherever the Client trades in a currency-dominated product dissimilar to that in which he/she holds his/her account, fluctuations in the exchange rate can impact the Client's profit and loss.
- c. **Liquidity** – In definite conditions, it may not be likely to close a portion or an entire point at the current price or any kind.

37.11. Any trade of the Client is a counterpart of the Company. Several rights, advantages, or responsibilities may be relocated to any person correspondingly. While the Company embarks on the responsibility to deliver the Client with the finest implementation and to act judiciously and in agreement

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with the available Terms of Use earnestly, trades done in the Client's Account with the Company should be closed with us, found on the Company's values and state of affairs.

37.12. The Client is solely responsible for monitoring and managing his/her Account. Must the net value of the Account fall below the necessary margin, the Company may close some or all of the Client's trades at the current market price. Accordingly, the Client must always guarantee ample funds in his/her Account.

37.13. The Company offers no assurances of profit or circumventing losses when trading; Clients are not guaranteed such by the Company or its agents. Therefore, the Client should be aware of the natural trading risks and be financially capable of facing such risks and enduring any loss.

37.14. This Chapter complies with the Company's separate Risk Disclosure document. Upon using the Company's services, the Client undertakes the terms and conditions stated in the relevant document.

37.15. Furthermore, the Client agrees to exclude the Company from any loss or damage related to the risks stated herein.

## **38 Complaint & Dispute Guidelines**

38.1. A separate Complaint & Dispute Policy document has been established by the Company, where all the essential information for submitting complaints and disputes is outlined.

38.2. As part of the Company's policy, a recognizable email is essential to discerning valid concerns. Therefore, upon submitting a complaint or dispute to the Company's official email ([support@luzuna.com](mailto:support@luzuna.com)), the Client acknowledges that he/she must send it using his/her registered email address with Luzuna. Accordingly, the Company has the right to disregard or reject a complaint message if a different email address is used to contact the Company.

38.3. For more information about the Complaint & Dispute Policy, the Clients may refer to the separate document on the Website.

## **39 Conflict of Interest**

39.1. Policies are additions to the Company's prime responsibility to perform professionally, reliably, justly, and in the best interests of its Clients.

39.2. Although it is not feasible to list all the significant circumstances related to conflict of interest that may arise, the Company considers the risks involved in trading. Accordingly, below are some of the possible relevant situations that can be considered events for a conflict of interest that may lead to a significant risk of loss to the interests of one or more Clients:

- a. The potential use or distribution of private information copied from the Brokerage
- b. Department or other corporate components of the Company

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- c. The concern of essential external and internal publics, stockholders, directors, or managers of the Company
- d. The gratuitous edifice of both publics, which may perhaps be rooted in the Client's trading volumes
- e. The compensation of third parties where the interest of the Client clashes with the interest of the intermediary

39.3. The previously stated events that may lead to a conflict of interest are not irrefutable. To be conclusive, the Company will unequivocally investigate and evaluate each of the mentioned situations individually and take extra-due diligence measures to have compact proof that the ongoing case establishes a conflict of interest, according to the requirement to act consequently.

39.4. In case of conflict of interest, the Client must raise such concern via the Company's official email. Upon contacting the Company regarding a conflict of interest, the Client must use his/her registered email address on the Account. Otherwise, the Company may disregard any message from an unknown or unrecognized email address.

39.5. The Company may conduct a thorough investigation regarding the Client's concern, which the Company may strive to resolve in compliance with the Company's Terms of Use without flouting.

39.6. Once a concern regarding a conflict of interest is resolved or fulfilled, the Company may limit the Client's use of the services and access to other facilities as part of its resolution measures.

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