



Terms Of Use and Governance

INTRODUCTION

These Terms of Use and Governance (the “**Terms**”) establish the contractual and operational framework governing the relationship between **BOURSIUM** (the “**Company**”) and each individual or legal entity that accesses, registers for, or makes use of the Company’s products, services, platforms, applications, websites, trading facilities, systems, or other related offerings.

These Terms set out the principal conditions under which the Company makes its services available and define the respective rights, obligations, responsibilities, limitations, and requirements applicable to the Company and the Client throughout their relationship.

The Terms shall apply to all activities undertaken through or in connection with the Company’s services, whether performed through electronic platforms, websites, applications, communication channels, trading systems, or any other facility made available by the Company.

By registering an account, submitting an application, accessing a platform, initiating or executing a transaction, or otherwise using any service or facility provided by the Company, the Client confirms their acceptance of these Terms and agrees to be legally bound by them.

These Terms shall be read together with any policies, disclosures, notices, procedures, risk warnings, operational requirements, and other documents expressly incorporated into them. Such documents may establish additional requirements applicable to particular products, services, transactions, or aspects of the Client relationship.



The Client is responsible for reviewing these Terms and all applicable supplementary documents before using the Company's services and for ensuring that such use complies with the laws and regulatory requirements applicable to the Client.

Unless expressly stated otherwise, these Terms shall remain applicable throughout the Client's relationship with the Company. Provisions which by their nature are intended to continue beyond the suspension, closure, expiration, or termination of an account shall remain effective thereafter.

CHAPTER I: FOUNDATIONAL TERMS AND GOVERNANCE

ARTICLE I.I: PURPOSE AND CONTRACTUAL FRAMEWORK

SECTION I.I.I: FORMATION AND APPLICATION OF THE AGREEMENT

These Terms constitute the principal contractual framework governing the provision and use of the Company's services. They regulate the legal and operational relationship between the Company and the Client and establish the conditions under which the Client may access and utilize the Company's products, platforms, systems, facilities, and related services.

The contractual relationship shall arise when the Client accepts these Terms through registration, account opening, submission of an application, electronic confirmation, execution of a transaction, access to the Company's systems, or use of any service made available by the Company.

Such acceptance shall have continuing effect throughout the Client's relationship with the Company and shall extend, where applicable, to additional services,



products, features, facilities, or functionalities subsequently made available by the Company.

The Client acknowledges that use of the Company's services constitutes confirmation that the Client has had the opportunity to review these Terms and agrees to comply with the requirements, restrictions, and obligations contained herein.

SECTION I.I.II: IDENTIFICATION OF THE PARTIES

For the purposes of these Terms, "**Company**" refers to **BOURSIUM**, a duly incorporated entity operating under the management of **UPTOGRAPH ANALYTICS LTD**, holding **License Number 581697768** and **Business Registration Number 698997IBC**, with its registered office at **Rue de la Paix, Quartier Cala Kuu, Moroni, Grande Comore, Comoros**.

The Company is authorized and regulated by the **International Regulatory Authority of Grande Comore (IRAGC)** in accordance with the applicable financial services legislation of the Union of Comoros. Subject to the scope of its authorization, applicable licensing conditions, regulatory requirements, and governing laws, the Company is permitted to provide brokerage and related financial services, including services relating to securities, derivatives, commodities, foreign exchange products, and other financial instruments.

Where the context permits, references to the "**Company**" shall include its parent entities, subsidiaries, affiliates, successors, assigns, officers, employees, agents, contractors, and duly appointed representatives.

"**Client**" means any natural person, legal entity, account holder, customer, authorized representative, user, or other person who establishes or seeks to establish a contractual relationship with the Company for the purpose of accessing or using its products or services.



The Company and the Client may collectively be referred to as the “**Parties**” and individually as a “**Party**.”

SECTION I.I.III: BINDING EFFECT AND CONTINUING APPLICATION

The Client’s acceptance of these Terms may occur through any means expressly recognized by the Company, including account registration, submission of an application, access to the Company’s systems or platforms, electronic confirmation, execution of a transaction, or use of any service.

Acceptance shall constitute the Client’s agreement to comply with these Terms and shall remain effective for as long as the contractual relationship continues.

Unless expressly excluded or otherwise provided, the Terms shall also apply to subsequent services, products, features, facilities, and functionalities made available by the Company after the initial establishment of the relationship.

SECTION I.I.IV: CONTRACTUAL AND EVIDENTIARY EFFECT

These Terms shall constitute a legally binding agreement governing matters arising from or relating to the Client’s use of the Company’s services, systems, platforms, facilities, communications, and related activities.

The Parties acknowledge that the Terms, together with applicable records and incorporated documents, may be relied upon as evidence in connection with dispute resolution, regulatory inquiries, investigations, arbitration, judicial proceedings, or other legally recognized processes.

SECTION I.I.V: INCORPORATED POLICIES AND RELATED DOCUMENTATION



The Client's relationship with the Company shall be subject not only to these Terms but also to any policies, disclosures, procedures, notices, operational requirements, risk statements, and other documents issued or adopted by the Company from time to time.

Where a document is expressly incorporated into these Terms by reference, that document shall form part of the contractual framework and shall have binding effect upon the Client to the extent applicable.

The Client is responsible for familiarizing themselves with all such documents and complying with requirements applicable to the services or activities undertaken.

SECTION I.I.VI: CLIENT ASSESSMENT AND RISK ACKNOWLEDGMENT

Before using the Company's services, the Client shall independently consider whether the relevant products and activities are appropriate in light of their financial circumstances, objectives, experience, knowledge, and ability to tolerate financial risk.

The Client recognizes that participation in financial markets may involve substantial risk and that losses may include the partial or complete loss of invested capital.

All decisions made by the Client in connection with the Company's services shall remain the Client's responsibility. Nothing contained in these Terms shall be interpreted as a representation or guarantee that any particular transaction, investment, strategy, or financial activity will result in a profit or avoid a loss.

SECTION I.I.VII: ELECTRONIC ACCEPTANCE AND RECORDS



The Parties agree that electronic acceptance, digital acknowledgements, online confirmations, electronic instructions, recorded communications, and other forms of electronic consent may constitute valid and enforceable evidence of the Client's agreement, instructions, or actions, to the extent permitted by applicable law.

The Company may create, maintain, retain, and reproduce electronic records relating to communications, instructions, transactions, account activity, contractual acceptance, and other dealings with the Client.

Such records may be relied upon by the Company as evidence of the relevant communication, instruction, transaction, or acceptance, subject to applicable legal and regulatory requirements.

SECTION I.I.VIII: AMENDMENT AND UPDATING OF THE TERMS

The Company may modify, supplement, revise, replace, or otherwise update these Terms where reasonably required as a result of legal or regulatory developments, changes to the Company's business or services, operational requirements, technological developments, security considerations, or other legitimate business considerations.

Any revised version may be communicated or made available through the Company's official website, platform, account interface, or other designated communication channel.

Unless otherwise specified, continued access to or use of the Company's services following the effective date of an amendment shall constitute acceptance of the revised Terms.

SECTION I.I.IX: EXTERNAL SOURCES AND THIRD-PARTY CONTENT



The Company may provide links, references, integrations, information, software, resources, or other materials originating from third parties for informational or operational convenience.

Third-party materials may be subject to separate terms and conditions and remain under the responsibility and control of their respective providers.

To the extent permitted by applicable law, the Company does not warrant the accuracy, completeness, availability, reliability, or suitability of third-party content and shall not be responsible for losses arising solely from reliance upon such external materials.

SECTION I.I.X: ENTIRE CONTRACTUAL FRAMEWORK

These Terms, together with all documents expressly incorporated into them, constitute the principal and complete understanding between the Parties concerning the subject matter addressed herein.

They supersede prior discussions, communications, representations, negotiations, arrangements, or understandings relating to the same subject matter, except where a separate agreement expressly provides otherwise.

SECTION I.I.XI: SEVERABILITY OF PROVISIONS

If any provision of these Terms is determined by a competent court, tribunal, regulatory authority, or other legally authorized body to be invalid, unlawful, or unenforceable, that determination shall not affect the validity or enforceability of the remaining provisions.



The affected provision shall, where legally permissible, be interpreted or modified to the minimum extent necessary to achieve its intended effect while preserving the remaining provisions of these Terms.

SECTION I.I.XII: NO IMPLIED WAIVER

A failure or delay by the Company in exercising any right, remedy, power, discretion, or authority available under these Terms shall not constitute a waiver of that right or prevent its subsequent exercise.

Any waiver shall be effective only where expressly given and shall not be interpreted as a continuing waiver unless expressly stated otherwise.

SECTION I.I.XIII: INDEPENDENT NATURE OF THE RELATIONSHIP

Nothing in these Terms shall be construed as establishing a partnership, joint venture, employment relationship, agency, fiduciary relationship, or other relationship of representation between the Parties unless expressly required by applicable law or separately agreed in writing.

The Company provides its services within the scope of its contractual and regulatory obligations and does not assume fiduciary responsibilities toward the Client except where such duties are expressly imposed by applicable law.

SECTION I.I.XIV: ASSIGNMENT AND TRANSFER OF CONTRACTUAL RIGHTS



The Client shall not assign, transfer, delegate, pledge, encumber, sell, or otherwise dispose of any rights, obligations, interests, or benefits arising under these Terms or in connection with the Client's relationship with the Company without the Company's prior written consent.

Any assignment, transfer, delegation, pledge, encumbrance, or other disposition made without the Company's prior written consent shall be ineffective against the Company and shall not release the Client from any obligation arising under these Terms.

The Company may assign, transfer, delegate, or otherwise reorganize its rights and obligations under these Terms, including in connection with a merger, acquisition, restructuring, transfer of business, change of ownership, or appointment of a successor service provider, provided that such action is permitted under Applicable Law.

The Client shall provide any information or documentation reasonably requested by the Company where an assignment, transfer, change of ownership, or change in control may affect the Client's contractual relationship with the Company or the Company's ability to satisfy its legal, regulatory, compliance, or risk-management obligations.

No approved assignment or transfer shall release the Client from any obligation or liability accrued before the effective date of such assignment or transfer unless the Company expressly agrees otherwise in writing.

SECTION I.I.XV: GOVERNING LANGUAGE AND INTERPRETATION

These Terms are issued in the English language, which shall constitute the authoritative version for contractual and interpretative purposes.

Where the Company makes translated versions available for convenience, any discrepancy, inconsistency, ambiguity, or conflict between the English version and a



translated version shall, to the extent permitted by applicable law, be resolved by reference to the English version.

ARTICLE I.II: GENERAL GOVERNANCE AND CLIENT OBLIGATIONS

SECTION I.II.I: PROTECTION OF THE COMPANY'S LEGITIMATE INTERESTS

The Company shall be entitled to adopt and implement measures reasonably necessary to safeguard its legitimate commercial, operational, technological, financial, regulatory, and reputational interests.

Such measures may include the limitation, suspension, restriction, modification, or discontinuation of access to any account, product, service, platform, system, or facility where the Company reasonably considers such action necessary to protect its business operations, personnel, systems, assets, intellectual property, regulatory standing, or other legitimate interests.

Any action taken pursuant to this Section shall remain subject to applicable law, regulatory requirements, and the rights expressly granted to the Client under these Terms.

SECTION I.II.II: CLIENT RESPONSIBILITY FOR LEGAL COMPLIANCE

The Client shall be responsible for determining whether the establishment of a relationship with the Company and the use of its products, services, platforms, or facilities are legally permissible in the jurisdiction applicable to the Client.

The Company does not represent or warrant that its services are available, appropriate, or legally permissible in every jurisdiction. The Client shall therefore



independently assess all applicable local requirements, restrictions, licensing rules, and other legal obligations before accessing or using the Company's services.

The Company shall not be responsible for any violation of local law arising from the Client's access to or use of the Company's services where such violation results from the Client's failure to comply with the laws applicable to them.

SECTION I.II.III: DUE DILIGENCE AND VERIFICATION REQUIREMENTS

The Company may conduct such identification, verification, screening, due diligence, risk assessment, or other review procedures as it considers necessary before establishing a relationship with a Client or at any subsequent stage of that relationship.

The Client shall provide, within the timeframe reasonably specified by the Company, all information, documentation, declarations, confirmations, or supporting evidence requested for purposes including identification, compliance, security, regulatory review, risk management, or ongoing monitoring.

Where the information or documentation supplied is insufficient, incomplete, inconsistent, or otherwise unsatisfactory, the Company may decline an application or impose appropriate restrictions on an account, service, or transaction.

The Company may also require updated or additional documentation where circumstances warrant further verification or review.

SECTION I.II.IV: ACCURACY AND MAINTENANCE OF CLIENT INFORMATION



The Client shall ensure that all information and documentation submitted to the Company is truthful, accurate, complete, current, and not presented in a manner that may be misleading.

The Client shall remain responsible for promptly informing the Company of any material change affecting information previously provided, including information relevant to the Client's identity, legal status, contact details, ownership, authority, or eligibility.

Where the Company has reasonable grounds to believe that information provided by the Client is false, inaccurate, incomplete, outdated, or deceptive, the Company may take appropriate measures, including restricting, suspending, closing, or terminating the relevant account or contractual relationship.

SECTION I.II.V: CLIENT ASSESSMENT OF SERVICES AND FINANCIAL RISK

The Client acknowledges that financial market activities may expose them to substantial financial risk, including the potential loss of part or all of the capital committed to such activities.

The Client shall independently determine whether any product, service, transaction, or financial activity offered through the Company is appropriate having regard to their individual objectives, financial position, knowledge, experience, and tolerance for risk.

Nothing in these Terms constitutes a representation that any transaction, strategy, product, or service will produce a particular financial result or generate a profit.

The Client remains solely responsible for decisions made in connection with their account and activities undertaken through the Company's services.



SECTION I.II.VI: USE OF AFFILIATES AND EXTERNAL SERVICE PROVIDERS

The Company may, where appropriate, appoint or engage affiliates, contractors, agents, professional advisers, technology providers, service providers, or other third parties to support or perform functions connected with its business, services, systems, or contractual obligations.

Such arrangements may include delegation, outsourcing, technical integration, operational support, administrative services, or other functions considered necessary or appropriate for the Company's operations.

The Company may make such arrangements without obtaining the Client's prior consent where such consent is not required by applicable law or these Terms.

The appointment of a third-party provider shall not, by itself, affect the validity of these Terms or the Company's ability to exercise its rights and remedies under the contractual framework.

ARTICLE I.III: CLIENT ELIGIBILITY, ACCOUNT STANDARDS AND COMPLIANCE

SECTION I.III.I: CONDITIONS FOR ACCESSING THE SERVICES

Access to the Company's products, services, platforms, systems, and facilities shall be limited to persons who possess the legal capacity and authority required to enter into a binding contractual relationship under the laws applicable to them.



By establishing or maintaining a relationship with the Company, the Client confirms that they satisfy all applicable eligibility requirements and undertakes to remain compliant with such requirements throughout the duration of the relationship.

The Company may require evidence of eligibility at any stage where reasonably necessary for legal, regulatory, compliance, security, or operational purposes.

SECTION I.III.II: REGISTRATION AND CLIENT CLASSIFICATION

A person seeking to establish a relationship with the Company may be required to complete the applicable registration process and identify themselves as an individual, legal entity, or other recognized form of account holder.

The Company may request information and supporting documentation necessary to establish the Client's identity, legal status, ownership, authority, or other relevant circumstances.

The Company shall be entitled to determine the appropriate classification of an account based on the information available to it and may request additional information or documentation at any time where required for verification, compliance, operational, or regulatory purposes.

SECTION I.III.III: LEGAL CAPACITY AND AUTHORITY TO CONTRACT

The Client represents that they possess the legal capacity, authority, and power necessary to enter into these Terms and to perform the obligations arising from them.



Where a Client acts on behalf of a company, partnership, trust, association, or other organization, the Client further represents that they have been duly authorized to act on behalf of and legally bind that entity.

The Company may request documentary evidence confirming such authority and may decline to accept instructions where satisfactory evidence of authorization has not been provided.

SECTION I.III.IV: TERRITORIAL AND REGULATORY LIMITATIONS

The Company may restrict or prohibit the provision, promotion, or use of its services in any jurisdiction where such activity would conflict with applicable legislation, regulatory requirements, licensing conditions, sanctions, or other legal restrictions.

The Client shall be responsible for determining whether they are legally permitted to access and use the Company's services in their country or jurisdiction.

The availability of the Company's website, platform, or services in a particular location shall not, by itself, constitute a representation that the services are lawful or appropriate for persons located in that jurisdiction.

SECTION I.III.V: RESTRICTED AND INELIGIBLE PERSONS

The Company may refuse to establish, or may restrict, suspend, or terminate, a relationship with any person or entity falling within a category that the Company is required or entitled to restrict under applicable law, regulatory requirements, sanctions regimes, licensing conditions, or its internal compliance framework.

Restricted or ineligible categories may include, without limitation:

- (a) persons located, incorporated, resident, domiciled, or conducting business in jurisdictions from which the Company's services are prohibited or restricted;
- (b) persons subject to sanctions, asset-freezing measures, trade restrictions, anti-money laundering restrictions, or other legally imposed prohibitions;
- (c) persons identified on governmental, regulatory, law-enforcement, international, or other applicable sanctions or restriction lists;
- (d) politically exposed persons ("**PEPs**"), their immediate family members, close associates, or other persons for whom enhanced due diligence or heightened risk assessment may be required;
- (e) persons or entities presenting heightened legal, regulatory, financial, operational, reputational, or compliance risks, as determined through the Company's applicable assessment procedures; and
- (f) U.S. Persons, as defined under applicable United States laws and regulations, including, where applicable, Regulation S under the U.S. Securities Act of 1933, unless the Company has expressly authorized the relevant relationship in writing and such relationship is permissible under all applicable legal and regulatory requirements.

The Client shall promptly notify the Company if, after establishment of the relationship, the Client or any relevant associated person becomes subject to a category that may result in restriction or prohibition.

The Company may take any measure it considers necessary to satisfy its legal, regulatory, sanctions, compliance, or risk-management obligations.

SECTION I.III.VI: CLIENT REPRESENTATIONS AND ONGOING DISCLOSURE



The Client represents and warrants that all information and documentation supplied to the Company is accurate, complete, current, and not misleading.

The Client shall promptly communicate any material change that may affect information previously supplied or the Client's continued eligibility to maintain the relationship.

Where circumstances require, the Company may request confirmation, updated documentation, or additional information to verify the continued accuracy of the Client's representations.

SECTION I.III.VII: INDEPENDENT CLIENT DECISION-MAKING

The Client shall retain independent responsibility for all decisions relating to their account, transactions, investments, trading activities, strategies, and use of the Company's services.

Unless expressly agreed otherwise and permitted under applicable law, the Company does not assume responsibility for determining whether a particular transaction or financial activity is appropriate for the Client.

The Client acknowledges that the Company does not guarantee the profitability, success, or financial outcome of any transaction, investment, strategy, or other activity undertaken through its services.

SECTION I.III.VIII: THIRD-PARTY INSTRUCTIONS AND AUTHORIZED REPRESENTATIVES



No person other than the Client may issue instructions, access the Client's account, or act on the Client's behalf unless the Company has expressly recognized and approved that person's authority in accordance with its applicable procedures.

The Company may require appropriate identification and documentary evidence before recognizing an authorized representative.

The Company may refuse, restrict, suspend, revoke, or otherwise limit an authorization where it considers such action necessary for security, compliance, regulatory, operational, or risk-management purposes.

SECTION I.III.IX: CLIENT COMMUNICATION AND AVAILABILITY

The Client shall maintain accurate, valid, and accessible contact information and shall ensure that communications sent through the registered communication channels can reasonably reach the Client.

The Client shall respond within a reasonable period to requests from the Company for information, documentation, verification, clarification, or instructions where such response is required for the administration of the relationship or compliance with applicable obligations.

Unless the Company has been properly notified of a change in accordance with its procedures, the Company may rely on communications and information associated with the Client's registered contact details.

SECTION I.III.X: ACCOUNT ACCESS AND CREDENTIAL SECURITY



The Client is responsible for protecting the confidentiality and security of all credentials and authentication mechanisms associated with their account, including passwords, access codes, authentication devices, and other security information.

The Client shall take appropriate measures to prevent unauthorized persons from obtaining access to their account or security credentials.

Where unauthorized access results from the Client's failure to maintain appropriate security or confidentiality, the Company shall not be responsible for losses attributable to such failure, to the extent permitted by applicable law.

The Client shall notify the Company without undue delay upon becoming aware of any suspected unauthorized access, compromise of credentials, or other security incident affecting the account.

SECTION I.III.XI: UNACCEPTABLE AND PROHIBITED ACTIVITIES

The Client shall not use the Company's services for any activity that is unlawful, fraudulent, deceptive, abusive, manipulative, unauthorized, or inconsistent with these Terms or applicable legal and regulatory requirements.

Without limiting the foregoing, prohibited activities include:

- (a) money laundering, terrorist financing, or the facilitation of financial crime;
- (b) market abuse, market manipulation, insider dealing, or other prohibited trading practices;
- (c) fraud, material misrepresentation, concealment of identity, or the submission of false information;
- (d) unauthorized access to, interference with, or attempted compromise of the Company's systems, networks, platforms, accounts, or infrastructure;



(e) attempts to bypass or circumvent compliance, security, verification, authentication, monitoring, or other control mechanisms; and

(f) any conduct reasonably capable of causing material financial, operational, regulatory, legal, or reputational harm to the Company or its business.

The Company may take appropriate action where it identifies or reasonably suspects prohibited conduct, subject to applicable law and its regulatory obligations.

SECTION I.III.XII: COMPLIANCE WITH INFORMATION AND REVIEW REQUESTS

The Client shall cooperate with reasonable requests made by the Company in connection with customer due diligence, compliance reviews, regulatory requirements, investigations, audits, risk assessments, account monitoring, or other lawful procedures.

The Client shall provide requested information and documentation within the period specified by the Company or, where no specific period is stated, within a reasonable timeframe.

Failure to provide satisfactory information or documentation may result in the application of appropriate measures, including restrictions on account activity, suspension of services, refusal to process certain transactions, or termination of the contractual relationship.

SECTION I.III.XIII: SANCTIONS AND FINANCIAL CRIME CONTROLS

The Client represents and warrants, to the best of their knowledge and subject to applicable law, that neither the Client nor any relevant beneficial owner, controller, authorized representative, or associated person is subject to sanctions, asset-freezing measures, applicable trade restrictions, terrorism-related



prohibitions, or other legal restrictions that would prevent or restrict the establishment or continuation of the relationship.

The Client shall not use the Company's services, directly or indirectly, for the purpose of circumventing sanctions, anti-money laundering controls, counter-terrorist financing requirements, or other financial crime prevention measures.

The Company may conduct screening and monitoring procedures and may take any action reasonably necessary to comply with applicable anti-money laundering, counter-terrorist financing, sanctions, and financial crime prevention requirements.

Such action may include delaying, refusing, restricting, suspending, or terminating an account, service, transaction, or relationship where permitted or required by applicable law.

ARTICLE I.IV: INTELLECTUAL PROPERTY, CONFIDENTIALITY AND PROPRIETARY INTERESTS

SECTION I.IV.I: OWNERSHIP AND PROPRIETARY RIGHTS

All intellectual property, proprietary rights, and related interests associated with the Company's business, products, services, platforms, applications, websites, systems, technologies, materials, documentation, content, branding, and other resources shall remain vested in the Company or, where applicable, its respective licensors.

Nothing contained in these Terms shall be interpreted as transferring, assigning, conveying, or otherwise granting ownership of any intellectual property or proprietary interest to the Client.



Except for the limited rights expressly granted under these Terms, no license, title, interest, or other proprietary right shall pass to the Client as a result of accessing or using the Company's services.

SECTION I.IV.II: SCOPE OF INTELLECTUAL PROPERTY PROTECTION

For the purposes of these Terms, intellectual property and proprietary rights may include, without limitation, copyrights, trademarks, service marks, trade names, patents, trade secrets, software, source code, databases, designs, graphics, interfaces, layouts, reports, documentation, marketing materials, proprietary processes, methodologies, know-how, and other rights or forms of intellectual property recognized or protected under applicable law.

The protection afforded to such rights shall apply regardless of the form in which the relevant material or asset is made available to the Client.

SECTION I.IV.III: AUTHORIZED USE OF COMPANY MATERIALS

Subject to the Client's continued compliance with these Terms, the Company grants the Client a limited, non-exclusive, non-transferable, revocable right to access and use the Company's platforms, services, content, and related materials solely for their intended and authorized purposes.

This permission does not constitute a transfer of ownership or any proprietary interest in the underlying intellectual property.



The Client shall acquire no ownership, title, or continuing right in any Company intellectual property merely as a result of accessing, viewing, downloading, or otherwise using materials made available through the Company's services.

SECTION I.IV.IV: RESTRICTIONS ON USE AND PROTECTION AGAINST INFRINGEMENT

Unless expressly authorized by the Company in writing or otherwise permitted by applicable law, the Client shall not, directly or indirectly:

- (a) reproduce, copy, distribute, publish, sell, license, sublicense, commercially exploit, or otherwise make available any Company-owned intellectual property or proprietary material;
- (b) modify, adapt, translate, reverse engineer, decompile, disassemble, or attempt to identify or derive the source code, underlying structure, algorithms, or proprietary technology of any software, platform, or system;
- (c) remove, obscure, modify, conceal, or interfere with any copyright notice, trademark, proprietary designation, ownership statement, or other identifier associated with the Company or its licensors; or
- (d) use any Company intellectual property or proprietary material in a manner that may prejudice, diminish, infringe, or otherwise adversely affect the Company's legal rights, commercial interests, reputation, goodwill, or proprietary position.

Any unauthorized use, reproduction, disclosure, modification, or exploitation of the Company's intellectual property may constitute a material breach of these Terms and may give rise to remedies available under applicable law.

SECTION I.IV.V: RECORDING AND RETENTION OF BUSINESS RECORDS



The Company may record, collect, retain, archive, reproduce, and maintain records generated or received during the course of its relationship with the Client.

Such records may include, without limitation, communications, correspondence, account information, transaction records, instructions, system activity, technical logs, confirmations, and other documentation relating to the Client's use of the Company's services.

To the extent permitted by applicable law, such records may be relied upon by the Company as evidence in connection with legal proceedings, regulatory matters, investigations, compliance reviews, audits, complaints, or dispute resolution proceedings.

The Company may retain such records for the periods and in the manner required or permitted under applicable legal, regulatory, operational, or record-keeping requirements.

SECTION I.IV.VI: CONFIDENTIAL INFORMATION AND BUSINESS MATERIALS

Information of a non-public nature disclosed or made available by the Company in connection with its business or services shall be treated as confidential where its nature or the circumstances of disclosure reasonably indicate that it is proprietary or confidential.

Such information may include commercial, financial, technical, operational, strategic, business, security, or other proprietary information.

The Client shall not disclose, reproduce, distribute, publish, exploit, or otherwise use confidential Company information for any purpose unrelated to the lawful use of the Company's services without the Company's prior written authorization.



This restriction shall not prevent disclosure where such disclosure is required by applicable law, regulation, court order, or lawful request from a competent authority.

SECTION I.IV.VII: THIRD-PARTY INTELLECTUAL PROPERTY

Certain content, software, technologies, products, data, materials, or other resources made available through the Company's services may be owned or controlled by third parties.

Ownership of such materials shall remain with the respective third-party rights holders and shall not transfer to either the Company or the Client unless expressly provided otherwise.

The Client shall comply with any applicable licensing conditions, usage restrictions, intellectual property notices, or other requirements imposed by the relevant third-party owner or provider.

SECTION I.IV.VIII: PROTECTION AND ENFORCEMENT OF PROPRIETARY RIGHTS

The Company may take any lawful and proportionate measure it considers necessary to protect its intellectual property, confidential information, systems, platforms, proprietary materials, and other protected interests.

Depending on the circumstances and applicable law, such measures may include restricting or suspending access, terminating the contractual relationship, seeking



injunctive or other equitable relief, pursuing damages, or exercising any other legal remedy available to the Company.

Nothing in these Terms limits any statutory, contractual, or other legal remedy that may be available to the Company in response to unauthorized use or infringement.

SECTION I.IV.IX: CONTINUING EFFECT OF PROPRIETARY OBLIGATIONS

The provisions relating to ownership, intellectual property, confidentiality, restrictions on use, protection of proprietary information, enforcement, and any related obligations that are intended by their nature to continue shall remain effective following the suspension, closure, expiration, or termination of the Client's account or contractual relationship with the Company.

Termination of the relationship shall not affect rights or obligations that accrued before termination or provisions which expressly or inherently require continued application thereafter.

CHAPTER II: CLIENT ACCOUNTS AND SERVICE FRAMEWORK

ARTICLE II.I: ACCESS, OPERATION AND AVAILABILITY OF COMPANY SERVICES

SECTION II.I.I: Nature and Extent of the Services



The Company may make available to Clients a range of trading-related products, account facilities, technological solutions, software, electronic platforms, educational resources, and associated functionalities, which together constitute the “**Services.**”

The provision and use of any Service shall be governed by these Terms, together with any applicable policies, procedures, operational requirements, notices, or disclosures established by the Company from time to time.

SECTION II.I.II: Eligibility for Service Access

Access to the Services shall be available only to persons whose accounts have been approved by the Company and who continue to satisfy all applicable onboarding, verification, compliance, and operational requirements.

The Company may deny, limit, suspend, or terminate access to any Service where it reasonably determines that such action is required or appropriate in connection with applicable law, regulatory obligations, commercial considerations, operational requirements, security concerns, or risk management.

SECTION II.I.III: Client Admission and Onboarding

A person shall not be regarded as a Client until the applicable registration and onboarding procedures have been completed and the Company has satisfied its verification requirements.

Depending on the circumstances, the onboarding process may require identity and residency verification, source-of-funds assessment, compliance and sanctions



screening, suitability or other eligibility assessments, and any additional due diligence considered necessary by the Company.

The Company may request further information or supporting documentation at any point during the establishment or continuation of the Client relationship.

SECTION II.I.IV: Trading Platforms and Electronic Systems

The Company may provide access to one or more authorized trading environments, including web-based platforms, mobile applications, Client portals, software interfaces, or other electronic systems used to deliver or access the Services.

The Company may, at its discretion, introduce new technological solutions or modify, replace, restrict, suspend, or discontinue any existing platform, feature, functionality, or system where it considers such action appropriate.

SECTION II.I.V: Credentials and Access Security

Upon approval of an account, the Client may receive login credentials, authentication procedures, access codes, or other security credentials required to use the Services.

All such credentials shall be treated as confidential by the Client. The Client is responsible for safeguarding access information and shall notify the Company without undue delay upon becoming aware of, or reasonably suspecting, unauthorized access, disclosure, or compromise of account credentials.

SECTION II.I.VI: Educational and Market Information



The Company may make available educational materials, market commentary, research content, tutorials, webinars, newsletters, or other informational resources as part of or in connection with the Services.

Such content is provided exclusively for general informational and educational purposes. It does not constitute investment advice, financial planning, portfolio management, or a recommendation or solicitation to enter into any particular transaction.

SECTION II.I.VII: Responsibility for Account Activity

The Client bears full responsibility for transactions, instructions, trading decisions, investment activities, and other actions carried out through the Client's account.

The Company does not guarantee any particular trading result or level of profitability and shall not be responsible for losses arising from decisions or actions undertaken by the Client.

SECTION II.I.VIII: Availability and Interruption of Services

The Client acknowledges that the Services may periodically become unavailable, delayed, restricted, interrupted, or subject to temporary limitations.

Such circumstances may arise from maintenance or system upgrades, technical defects, cybersecurity events, telecommunications failures, market conditions, regulatory intervention, infrastructure disruptions, or other circumstances outside the Company's reasonable control.

Accordingly, the Company does not warrant that the Services will operate continuously, without interruption, or entirely free from technical errors.



SECTION II.I.IX: Changes to Services and Operational Processes

The Company may revise, improve, restrict, suspend, replace, or discontinue any Service, product, platform functionality, account feature, or operational procedure at any time.

Where circumstances permit, the Company may provide reasonable advance notice of material changes. However, advance notice shall not be required where immediate modification, restriction, suspension, or discontinuation is necessary due to legal, regulatory, security, operational, technical, or other urgent circumstances.

SECTION II.I.X: Exceptional Events and Force Majeure

The Company shall not be responsible for any delay, interruption, failure, error, or inability to perform its obligations to the extent caused by circumstances beyond its reasonable control.

Such circumstances may include, without limitation, natural or environmental disasters, governmental or regulatory measures, armed conflict, civil disorder, market-wide disruption, telecommunications or infrastructure failures, cybersecurity incidents, utility interruptions, labor disputes, or the failure or unavailability of third-party service providers.

ARTICLE II.II: ACCOUNT ESTABLISHMENT, MAINTENANCE AND STATUS

SECTION II.II.I: Available Account Structures



The Company may make different account structures available to Clients according to their trading objectives, experience, financial circumstances, and applicable service requirements.

As of the Effective Date of these Terms, the available account categories are:

- (a) Beginner Plan;
- (b) Beginner Plus Plan;
- (c) Advanced Plan;
- (d) Premier Plan;
- (e) Ultra Plan; and
- (f) VIP Plan.

The conditions applicable to each account category, including its features, eligibility criteria, minimum funding requirements, trading conditions, benefits, and associated services, shall be determined by the Company and may be revised from time to time.

The Company may establish additional account categories, amend existing account structures, consolidate different categories, or withdraw an account offering where it considers such action appropriate.

SECTION II.II.II: Application Review and Account Activation

Submission of an account application does not create any right or entitlement to the establishment of an account.

The Company retains discretion to approve, decline, suspend, restrict, or terminate an application or account in accordance with its applicable requirements and procedures. The Company shall not be required to disclose the reasons for such decision except where disclosure is required by applicable law or regulation.



An account shall become operational only after the Company has completed its review and formally approved its establishment.

SECTION II.II.III: Due Diligence and Verification Standards

The Client shall provide all information, declarations, records, and supporting documentation required by the Company to complete its due diligence obligations.

Such requirements may include verification of identity and residence, anti-money laundering checks, sanctions screening, source-of-funds verification, and other compliance assessments applicable to the Client or the account.

The Company may request additional or updated information at any time during the Client relationship where necessary to maintain current and adequate verification records.

SECTION II.II.IV: BENEFICIAL OWNERSHIP AND CONTROL

The Client shall provide accurate and complete information concerning the ownership, control, management, and beneficial interest associated with the Client, the Account, and any legal entity or arrangement through which the Client holds or operates the Account.

Where the Client is a legal entity, partnership, trust, or other arrangement, the Client shall identify all persons who directly or indirectly own, control, or exercise effective control over the relevant entity or arrangement, together with any supporting documentation reasonably requested by the Company.



The Company may require additional information or documentation to establish or verify the identity of any beneficial owner, controlling person, authorized representative, shareholder, director, trustee, settlor, beneficiary, or other person exercising ownership or control.

The Client shall promptly notify the Company of any change affecting its ownership, control, beneficial ownership, legal status, or authorized management and shall provide updated documentation where requested.

The Company may restrict, suspend, reject, or terminate an Account or related activity where the Client fails to provide satisfactory information concerning ownership or control, or where the Company reasonably determines that such information is incomplete, inaccurate, unverifiable, or inconsistent with its legal, regulatory, compliance, or risk-management obligations.

SECTION II.II.V: Continuing Account Information Requirements

The Client is responsible for ensuring that all information associated with the account remains accurate, complete, and up to date throughout the relationship with the Company.

Any material change affecting the Client's personal details, residence, tax status, contact information, beneficial ownership, or other information relevant to the account shall be communicated to the Company without undue delay.

The Company may require supporting documentation to verify any such change before updating the relevant account records.

SECTION II.II.VI: Account Currency and Foreign Exchange Treatment



The Company may determine the currencies in which accounts may be maintained and may amend the currencies supported for particular account categories or services.

Where a deposit, withdrawal, transfer, or other transaction requires conversion between currencies, the conversion shall be carried out using the applicable exchange rate and in accordance with the Company's operational procedures.

Any applicable conversion costs or charges may be applied to the transaction.

The Client acknowledges that exchange-rate movements may affect the value of funds and that the Company shall not be responsible for losses arising solely from changes in currency values or exchange rates.

SECTION II.II.VII: Treatment of Inactive Accounts

An account that remains unused for an extended period may be designated by the Company as inactive or dormant in accordance with its applicable procedures.

Following such classification, the Company may apply administrative or maintenance charges and may introduce reasonable restrictions or other administrative measures relating to the management of the account.

Any such measures shall remain subject to the Company's applicable policies and operational requirements.

SECTION II.II.VIII: Balance Thresholds and Funding Requirements



The Company may establish minimum balance requirements in respect of particular account categories, products, services, or account features.

Where the Client fails to maintain an applicable minimum balance, the Company may take measures including restricting account functionality, changing the applicable account classification, suspending the account, closing the account, or implementing another measure permitted under these Terms.

SECTION II.II.IX: Protective Measures Affecting Accounts

The Company may restrict, suspend, freeze, deactivate, or close an account where it determines that such action is reasonably necessary in light of legal, regulatory, compliance, security, operational, commercial, or risk-management considerations.

Such measures may be applied in circumstances involving suspected fraudulent activity, unauthorized account use, inaccurate or incomplete information, violations of these Terms, financial crime concerns, regulatory requirements, or conduct that may adversely affect the Company, its Clients, or the integrity of its Services.

SECTION II.II.X: Requests to Change Account Arrangements

Requests concerning changes to an account's classification, features, privileges, settings, or other arrangements shall be subject to the Company's applicable review and approval procedures.

The submission of a modification request does not guarantee that the requested change will be implemented.



The Company may approve, decline, or approve a requested modification subject to conditions or additional requirements.

SECTION II.II.XI: Electronic Delivery of Account-Related Communications

The Company may communicate account-related information electronically, including notices, confirmations, approvals, warnings, restrictions, suspension notices, and other operational communications.

Such communications may be transmitted through the Client's registered email address, trading platform, Client portal, website notification system, or another electronic channel designated by the Company.

Unless otherwise required by applicable law, an electronic communication shall be considered delivered and effective upon transmission to the applicable registered or designated communication channel.

ARTICLE II.III: JOINT ACCOUNT ARRANGEMENTS

SECTION II.III.I: Creation and Qualification of Joint Accounts

Accounts shall ordinarily be established in the name of a single Client unless the Company expressly authorizes a joint arrangement.

The Company may permit two or more eligible persons to hold a Joint Account, provided that all applicable registration, identification, due diligence, compliance, and documentation requirements have been completed to the Company's satisfaction.



SECTION II.III.II: Authority of Joint Account Holders

Each person approved as a holder of a Joint Account shall be treated as an **Authorized Signatory**.

Unless the Company has expressly accepted different operating instructions in writing, each Authorized Signatory may independently access the Joint Account, issue instructions, initiate transactions, request withdrawals or transfers, and otherwise act in relation to the account.

SECTION II.III.III: Shared Ownership and Financial Responsibility

All funds, assets, charges, obligations, liabilities, and other responsibilities connected with a Joint Account shall be held and assumed jointly and severally by the Authorized Signatories.

Each Authorized Signatory shall remain individually responsible, as well as jointly responsible with the other Authorized Signatories, for obligations arising from the Joint Account.

SECTION II.III.IV: Reliance on Instructions

The Company may act upon any instruction, authorization, request, withdrawal request, transfer instruction, or transaction submitted by an Authorized Signatory unless alternative signing or operating arrangements have been expressly agreed in writing.



The Company shall not be required to investigate or determine the validity of any private agreement, internal arrangement, ownership understanding, or dispute between the Authorized Signatories.

SECTION II.III.V: Individual Compliance Obligations

Every Authorized Signatory shall independently satisfy all identification, residency, due diligence, sanctions-screening, and other compliance requirements applicable to Joint Account holders.

The Company may request updated records, additional documentation, or further information from any Authorized Signatory whenever it considers such information necessary.

SECTION II.III.VI: Effect of Communications to Joint Holders

A notice, statement, confirmation, disclosure, warning, or other communication relating to the Joint Account and delivered to any one Authorized Signatory shall be deemed communicated to all Authorized Signatories.

The Company shall not be required to issue duplicate communications to each holder unless such duplication is required by applicable law or otherwise determined by the Company.

SECTION II.III.VII: Conflicting Instructions and Holder Disputes

The Company shall have no responsibility to resolve disputes, competing claims, disagreements, conflicting instructions, or ownership controversies between Authorized Signatories.



Where a dispute or conflicting instruction may affect the proper administration of the Joint Account, the Company may temporarily restrict account activity, suspend transactions, place restrictions on funds, or request additional documentation until the matter has been resolved to the Company's satisfaction or otherwise addressed through an appropriate legal or regulatory process.

SECTION II.III.VIII: Death, Incapacity or Legal Impediment

The Company shall be notified without undue delay if an Authorized Signatory dies, becomes incapacitated, becomes bankrupt or insolvent, or otherwise becomes subject to a legal restriction affecting their ability to operate the Joint Account.

Before permitting further account activity, the Company may require court orders, official records, legal authorizations, identification documents, or other evidence that it considers necessary to establish the appropriate authority to act.

SECTION II.III.IX: Changes to Joint Account Structure

Any request to add or remove an Authorized Signatory, change the Joint Account into an individual account, alter the account's operating arrangements, or close the account shall be subject to the Company's approval procedures and applicable compliance requirements.

The Company may require written authorization or consent from all relevant Authorized Signatories before implementing any such change.

SECTION II.III.X: Protective Restrictions on Joint Accounts

The Company may suspend, restrict, freeze, or terminate a Joint Account where such action is required or reasonably considered necessary for legal, regulatory, compliance, security, operational, or risk-management purposes.



Such measures may also be applied where the Company identifies or reasonably suspects fraud, unauthorized activity, conflicting ownership claims, violations of these Terms, financial crime concerns, or other circumstances that may adversely affect the Company, the Joint Account, or any Authorized Signatory.

ARTICLE II.IV: ISLAMIC AND SWAP-FREE ACCOUNT ARRANGEMENTS

SECTION II.IV.I: Eligibility for Special Account Treatment

The Company may make Islamic or Swap-Free Accounts available to Clients who specifically request such designation and satisfy the eligibility criteria established by the Company.

Availability may depend on the Client's jurisdiction, applicable regulatory considerations, operational requirements, and the provision of any supporting information or documentation requested by the Company.

SECTION II.IV.II: Approval and Designation

An account shall not receive Islamic or Swap-Free status unless and until the Company has formally approved the designation.

The Company may approve, decline, suspend, revoke, or withdraw such designation where it considers the action necessary or appropriate in light of the applicable eligibility requirements, operational framework, compliance considerations, or circumstances affecting the account.



SECTION II.IV.III: Conditions Applicable to Swap-Free Accounts

An Islamic or Swap-Free Account shall remain subject to the trading conditions, operational procedures, restrictions, limitations, and policies applicable to such accounts as established by the Company from time to time.

The Company may apply specific holding-period requirements, administrative charges, trading restrictions, or other conditions to maintain the account's Swap-Free status.

SECTION II.IV.IV: Client Declaration and Proper Use

By requesting or using an Islamic or Swap-Free Account, the Client confirms that the account is being obtained and operated in good faith and for its intended purpose.

The Client shall comply with all conditions applicable to the account and shall not engage in any conduct intended to exploit, circumvent, or obtain an improper advantage from the account's Swap-Free features.

SECTION II.IV.V: Oversight and Periodic Assessment

The Company may monitor, review, and investigate activity conducted through an Islamic or Swap-Free Account to assess compliance with the applicable account conditions and Company policies.

The Company may conduct periodic assessments and request additional information or documentation whenever it considers such action necessary.

SECTION II.IV.VI: Consequences of Improper Use



Where the Company reasonably determines that an Islamic or Swap-Free Account has been misused, abused, or operated contrary to its intended purpose or applicable conditions, the Company may take appropriate corrective or protective measures.

Such measures may include applying ordinary account charges, reinstating previously waived fees, making appropriate account adjustments, cancelling affected transactions, restricting account activity, withdrawing Swap-Free status, or closing the account.

SECTION II.IV.VII: Withdrawal or Conversion of Special Status

The Company may convert an Islamic or Swap-Free Account to a standard account or withdraw its special designation where the Client no longer meets the applicable requirements or where continued treatment as a Swap-Free Account is considered inappropriate.

Where reasonably practicable, the Company may provide advance notice before implementing such a change.

SECTION II.IV.VIII: No Religious or Jurisprudential Representation

The availability of an Islamic or Swap-Free Account shall not be construed as a representation, certification, warranty, or guarantee by the Company that the account structure complies with any particular interpretation, school, or principle of Islamic jurisprudence.

The Client is solely responsible for obtaining any independent religious, legal, financial, or other professional advice necessary to determine whether the account is appropriate for the Client's individual circumstances.

CHAPTER III: FUNDING, WITHDRAWALS AND FINANCIAL OPERATIONS

ARTICLE III.I: ACCOUNT FUNDING AND DEPOSIT MANAGEMENT

SECTION III.I.I: Permitted Funding Channels

The Client may fund an account only through payment methods, banking channels, financial institutions, or payment service providers that the Company has approved for this purpose.

The Company may introduce, modify, suspend, restrict, or discontinue any available funding method at its discretion, subject to applicable requirements.

SECTION III.I.II: Conditions for Depositing Funds

Deposits shall ordinarily be made through a bank account, payment card, digital wallet, or other payment instrument held in the Client's name, unless the Company has expressly authorized an alternative arrangement.

The Company may establish minimum or maximum funding thresholds, transaction limits, or additional conditions based on the selected payment method, account category, Client's jurisdiction, or applicable compliance requirements.

SECTION III.I.III: Lawful Origin of Deposited Funds



The Client represents and confirms that all funds transferred to the Company originate from lawful sources and are not derived from or connected with fraudulent, criminal, sanctioned, prohibited, or otherwise unlawful activities.

The Company may require the Client to provide evidence establishing the origin and legitimacy of deposited funds.

SECTION III.I.IV: Funding Verification Procedures

The Company may request identification records, evidence demonstrating ownership of a payment instrument, bank statements, source-of-funds documentation, transaction records, or other information required to verify a deposit.

Until the required verification has been satisfactorily completed, the Company may place a deposit on hold, decline or suspend its processing, or reverse the transaction where appropriate.

SECTION III.I.V: Credit and Processing of Deposits

Funds shall be credited to the Client's account only after they have been successfully received, processed, and, where applicable, verified by the Company or the relevant payment or financial service provider.

The time required to complete a deposit may vary depending on the payment method, banking procedures, compliance checks, intermediary processing, and other operational factors.



SECTION III.I.VI: Foreign Currency Funding

Where funds are deposited in a currency different from the denomination of the Client's account, the transaction may require currency conversion.

The applicable exchange rate, spread, conversion methodology, and associated charges may be determined by the Company, the relevant financial institution, or the applicable payment service provider, depending on the transaction route.

SECTION III.I.VII: Third-Party Funding

The Company may reject funds received from a person other than the Client, from an unidentified source, or through a payment method that is not registered to the Client.

Where third-party funding is permitted in exceptional circumstances, the Company may require additional verification, written authorization, declarations, ownership evidence, or other documentation before accepting or retaining the funds.

SECTION III.I.VIII: External Payment and Banking Intermediaries

The Company may engage banks, payment service providers, custodians, financial institutions, and other intermediaries to facilitate the receipt and processing of Client funds.

Transactions processed through such entities may be subject to their respective terms, procedures, processing requirements, verification measures, fees, and transaction limitations.



SECTION III.I.IX: Payment Reversals and Disputed Transactions

The Client shall not initiate an unjustified chargeback, payment reversal, transaction dispute, or unauthorized cancellation of a completed payment.

Where a chargeback, reversal, dispute, or recovery process is initiated in relation to funds credited to the Client's account, the Company may reverse the relevant credit, restrict account activity, recover amounts or losses incurred, suspend Services, or terminate the Client relationship where appropriate.

SECTION III.I.X: Compliance Controls Over Funding Activity

All deposits and funding transactions are subject to the Company's applicable anti-money laundering, counter-terrorist financing, sanctions, fraud prevention, and other compliance controls.

The Company may refuse, suspend, delay, investigate, restrict, or report a transaction where it reasonably considers such action necessary to satisfy legal, regulatory, compliance, or operational obligations.

SECTION III.I.XI: Correction of Funding Errors

The Client shall notify the Company promptly upon identifying any duplicate deposit, incorrect credit, processing error, or other discrepancy affecting the Client's account.

Where funds have been incorrectly credited due to a clerical, technical, operational, or accounting error, the Company may correct the relevant records and reverse, offset, or otherwise adjust the affected account balance.

SECTION III.I.XII: Funding Records and Regulatory Information Sharing

The Company may retain records concerning deposits, funding transactions, payment instruments, verification materials, and related communications for the period considered necessary to satisfy applicable legal, regulatory, operational, compliance, or evidentiary requirements.

Where permitted or required, the Company may provide relevant information to competent authorities, regulators, law enforcement bodies, financial institutions, auditors, or service providers where such disclosure is legally required or reasonably necessary to protect the Company's legitimate interests.

ARTICLE III.II: WITHDRAWAL PROCESSING AND FUND DISBURSEMENT

SECTION III.II.I: Withdrawal Requests and Processing Conditions

The Client may request payment of available funds from the trading account through withdrawal methods approved by the Company from time to time.

All withdrawal requests must be submitted through the procedures designated by the Company and shall remain subject to applicable verification, compliance, operational, and contractual requirements.

SECTION III.II.II: Pre-Withdrawal Verification

Before a withdrawal is processed, the Company may require documentation or information necessary to verify the Client and the requested payment.



Such requirements may include proof of identity, proof of address, evidence confirming ownership of the relevant payment instrument, source-of-funds documentation, or other supporting information.

The Company may request updated documentation at any stage where further verification is considered necessary.

SECTION III.II.III: Reimbursement to the Original Funding Method

Where reasonably practicable and legally permissible, withdrawn funds shall be returned through the same bank account, payment card, wallet, or other financial instrument used to fund the Client's account.

A request to use a different withdrawal method may be subject to additional verification and the Company's prior approval.

SECTION III.II.IV: Withdrawal Processing and Receipt of Funds

The Company shall use reasonable efforts to process a withdrawal within an appropriate period once all applicable verification, compliance, and operational requirements have been satisfied.

The time at which funds are actually received by the Client may depend on banking procedures, payment service providers, intermediary institutions, regulatory checks, and other circumstances outside the Company's control.

SECTION III.II.V: Circumstances Affecting Withdrawal Requests



The Company may delay, restrict, reject, suspend, or cancel a withdrawal where it reasonably determines that:

- (a) additional information, documentation, or verification is required;
- (b) the Client has breached or failed to comply with these Terms;
- (c) the account or transaction is subject to an investigation, dispute, chargeback, regulatory review, or legal proceeding;
- (d) fraudulent, suspicious, unauthorized, abusive, or unlawful activity is suspected;
- (e) the available account balance is insufficient to meet the requested withdrawal;
- (f) open positions, outstanding liabilities, pending transactions, or other account obligations affect the availability of the requested funds; or
- (g) processing the withdrawal could result in a violation of applicable law, regulation, sanctions requirements, or other compliance obligations.

SECTION III.II.VI: Withdrawal Thresholds and Transaction Limits

The Company may establish minimum withdrawal amounts, transaction thresholds, processing conditions, or other operational limitations applicable to particular withdrawal methods or account categories.

Such requirements may be introduced, amended, or withdrawn from time to time in accordance with the Company's operational framework.

SECTION III.II.VII: Currency Conversion and Withdrawal Expenses

Where a withdrawal requires conversion from one currency to another, the applicable exchange rate, spread, conversion charge, or processing cost may be determined by the Company, the relevant financial institution, or the applicable payment provider.



The Client shall be responsible for costs, charges, or losses arising from currency conversion associated with the withdrawal.

SECTION III.II.VIII: Third-Party Withdrawal Intermediaries

The Company may use banks, payment service providers, custodians, correspondent institutions, and other financial intermediaries to facilitate withdrawal transactions.

The Company shall not be responsible for delays, restrictions, interruptions, insolvency events, technical failures, or other operational difficulties attributable to such third-party providers, except to the extent otherwise required by applicable law.

SECTION III.II.IX: Correction of Withdrawal Errors

Where a withdrawal has been incorrectly processed as a result of a technical, accounting, administrative, operational, or clerical error, the Company may take reasonable corrective action, including reversing, recovering, offsetting, or otherwise adjusting the affected transaction.

The Client shall reasonably cooperate with the Company in investigating and resolving any such error.

SECTION III.II.X: Regulatory and Compliance Controls



Withdrawal activity remains subject to the Company's anti-money laundering, counter-terrorist financing, sanctions, fraud prevention, and other regulatory controls.

The Company may disclose, report, suspend, delay, restrict, or refuse a withdrawal where it reasonably considers such action necessary to comply with applicable law, regulatory requirements, court orders, governmental directions, or legitimate compliance obligations.

SECTION III.II.XI: Unsuccessful or Unclaimed Withdrawals

Where a withdrawal cannot be completed because of incorrect payment information, rejection by a financial institution or payment provider, account inactivity, failure by the Client to respond, or another circumstance outside the Company's reasonable control, the Company may retain the relevant funds pending further instructions or completion of any additional verification required.

The Company may apply reasonable administrative measures to manage unresolved withdrawal transactions in accordance with its applicable procedures.

ARTICLE III.III: REFUND REQUESTS AND REIMBURSEMENT CONDITIONS

SECTION III.III.I: Right to Submit a Refund Request

Subject to these Terms, a Client may request reimbursement of deposited funds within fourteen **(14) calendar days** from the date on which the account was registered (the **"Refund Period"**).

Each refund request shall be assessed in accordance with the Company's applicable procedures, verification standards, compliance requirements, and legal obligations.

SECTION III.III.II: Expiration of the Refund Period

A refund request submitted after the expiry of the Refund Period shall not qualify for reimbursement under the refund process.

Any such request shall instead be treated as a withdrawal request and shall be subject to the provisions governing withdrawals under these Terms.

The Company may reject a refund request submitted outside the applicable Refund Period.

SECTION III.III.III: Review and Verification of Refund Requests

Before processing a refund, the Company may require completion of identity verification, residency verification, source-of-funds checks, confirmation of payment-method ownership, and any other due diligence or compliance procedures considered necessary.

The Company may delay, suspend, or decline to process the refund until all requested information and documentation have been satisfactorily provided.

SECTION III.III.IV: Permitted Reimbursement Methods

Approved refunds shall ordinarily be returned through the same payment method, bank account, card, wallet, or other financial instrument through which the relevant deposit was originally made.



Where the original payment method is unavailable, restricted, invalid, or otherwise unsuitable for processing the reimbursement, the Company may determine an alternative method, subject to applicable legal and compliance requirements.

SECTION III.III.V: Refund Processing and Receipt

The Company shall use reasonable efforts to process an approved refund within an appropriate period following completion of all applicable verification and compliance requirements.

The Client acknowledges that the date on which the refunded funds are actually received may depend on the processing procedures of banks, payment service providers, financial institutions, and other intermediaries.

SECTION III.III.VI: Deductions and Reimbursement Costs

To the extent permitted by applicable law, the Company may deduct reasonable costs associated with the original deposit or refund process, including administrative charges, banking fees, payment-processing costs, currency-conversion expenses, chargeback-related costs, or other transaction expenses incurred in connection with the reimbursement.

SECTION III.III.VII: Circumstances Permitting Refusal

The Company may decline a refund request where:

- (a) the request does not comply with these Terms;
- (b) the Client has not completed the required verification or compliance procedures;
- (c) fraudulent, abusive, financially criminal, or unauthorized activity is suspected;

(d) the relevant funds are subject to regulatory restrictions, an investigation, legal proceedings, or compliance review; or

(e) processing the reimbursement would cause or potentially cause a violation of applicable law, regulation, sanctions requirements, or other regulatory obligations.

SECTION III.III.VIII: Prohibited or Abusive Refund Activity

The Client shall not submit a refund request that is false, misleading, fraudulent, abusive, or intended to circumvent the Company's established procedures.

Where the Company reasonably suspects misuse or abuse of the refund process, it may reject the request, restrict or suspend account activity, recover associated losses, and take any other action available under these Terms or applicable law.

ARTICLE III.IV: FEES, COSTS AND CLIENT PAYMENT OBLIGATIONS

SECTION III.IV.I: Charges Applicable to Company Services

The Client acknowledges that the Company's products, Services, trading facilities, platforms, and related offerings may involve commissions, spreads, fees, administrative charges, or other applicable costs.

The Client is responsible for reviewing the charges applicable to the relevant account, product, or activity and for ensuring that such costs are understood before using the relevant Service.

SECTION III.IV.II: Publication and Disclosure of Charges



Information concerning applicable fees, commissions, spreads, and other charges may be made available through the Company's website, official communications, trading platform, Client portal, or other channels designated by the Company.

The Client remains responsible for keeping informed of the charges applicable to the Client's account and activities.

SECTION III.IV.III: Changes to Fees and Pricing

The Company may introduce, remove, revise, or otherwise modify fees, commissions, spreads, charges, or pricing structures from time to time for operational, commercial, regulatory, market, or other legitimate business reasons.

Unless otherwise required by applicable law, a revised charge shall become effective when published through an official Company channel or otherwise communicated to the Client.

SECTION III.IV.IV: Costs Associated with Trading Activity

Trading activity may result in costs including spreads, commissions, financing charges, rollover costs, execution-related expenses, market data charges, and other costs connected with entering into, maintaining, or closing transactions.

All such costs applicable to the Client's trading activity shall be borne by the Client.



SECTION III.IV.V: Third-Party Costs, Taxes and Statutory Charges

The Client shall be responsible for fees, duties, taxes, levies, withholding obligations, banking charges, payment service provider fees, intermediary costs, and other charges imposed by third parties or public authorities in connection with the Client's transactions or use of the Company's Services.

SECTION III.IV.VI: CLIENT TAX RESPONSIBILITIES

The Client shall be solely responsible for determining, reporting, declaring, and paying any taxes, duties, levies, or other fiscal obligations arising from the Client's use of the Company's Services, trading activities, transactions, income, gains, assets, or withdrawals, to the extent required under Applicable Law.

The Company does not provide tax, accounting, or legal advice and shall not be responsible for determining the Client's individual tax obligations or treatment in any jurisdiction.

The Client shall obtain independent professional advice where necessary to determine the tax consequences applicable to the Client's activities.

Where the Company is required by Applicable Law or a competent authority to withhold, deduct, report, disclose, or provide information relating to any tax obligation, the Company may take such action without further liability to the Client.

The Client shall provide any tax identification information, declarations, certificates, or other documentation reasonably requested by the Company for tax reporting, withholding, regulatory, or compliance purposes.

SECTION III.IV.VII: Foreign Exchange Costs



Where an account activity or transaction requires currency conversion, the Client acknowledges that exchange-rate differences, conversion spreads, and related costs may apply.

The Company shall not be responsible for losses resulting from currency fluctuations or costs arising from the conversion of funds between currencies.

SECTION III.IV.VIII: Charges Relating to Dormant Accounts

The Company may impose administrative, maintenance, inactivity, or other reasonable charges on accounts classified as dormant or inactive, in accordance with the applicable fee schedule and operational procedures.

SECTION III.IV.IX: Payment of Amounts Owed

The Client shall remain responsible for the timely payment of all fees, charges, liabilities, and other amounts properly due to the Company.

Where amounts remain unpaid, the Company may restrict account functionality, suspend Services, or take other measures available under these Terms or applicable law.

SECTION III.IV.X: Application and Set-Off of Client Funds

To the extent permitted by applicable law, the Company may deduct or set off amounts owed by the Client against balances, funds, credits, proceeds, or other assets held by or under the Company's control for the Client.



The exercise of this right shall be without prejudice to any other contractual or legal remedy available to the Company.

SECTION III.IV.XI: Recovery of Outstanding Amounts

Where the Client fails to discharge an amount properly due, the Company may take reasonable measures to recover the outstanding sum, including restricting the relevant account, initiating collection procedures, commencing legal proceedings, or engaging professional advisers or recovery agents.

To the extent permitted by applicable law, the Client shall remain responsible for reasonable costs incurred by the Company in connection with such recovery efforts.

CHAPTER IV: TRADING SERVICES AND MARKET ACTIVITIES

ARTICLE IV.I: TRADING TECHNOLOGY AND PLATFORM GOVERNANCE

SECTION IV.I.I: Access to the Company's Trading Environment

Subject to these Terms, the Company may provide the Client with access to trading platforms, Client portals, applications, software, systems, and associated technological infrastructure, collectively referred to as the “**Platform.**”

Use of the Platform remains subject to the Company's applicable compliance standards, operational procedures, security requirements, and business conditions.



SECTION IV.I.II: Limited Authorization to Use the Platform

The Company grants the Client a limited, non-exclusive, non-transferable, and revocable right to access and use the Platform solely for lawful trading activities and other purposes expressly permitted under these Terms.

No provision of these Terms transfers to the Client any ownership, title, intellectual property right, or other proprietary interest in the Platform or any part of it.

SECTION IV.I.III: Protection of Access Credentials

The Client shall take all reasonable measures to protect usernames, passwords, authentication credentials, security devices, and other methods used to access the Platform.

Unless the Company has been notified of unauthorized access in accordance with its applicable procedures, activity carried out through the Client's account may be treated as having been authorized by the Client.

SECTION IV.I.IV: Client-Side Technical Responsibilities

The Client is responsible for obtaining, maintaining, and properly operating the hardware, software, internet connection, telecommunications services, and other technical resources required to access the Platform.

The Company shall not be responsible for interruptions, delays, errors, or losses attributable to deficiencies or failures involving the Client's equipment, systems, internet connection, service providers, or technical environment.

SECTION IV.I.V: Platform Continuity and Availability



The Company shall use commercially reasonable efforts to maintain the functionality and availability of the Platform.

The Client acknowledges, however, that uninterrupted, continuous, secure, or error-free access cannot be guaranteed. The Platform may experience outages, interruptions, delays, latency, or reduced functionality as a result of maintenance, market conditions, technical failures, cybersecurity incidents, or other circumstances beyond the Company's reasonable control.

SECTION IV.I.VI: Platform Maintenance and Technological Changes

The Company may carry out maintenance, repairs, upgrades, replacements, updates, or other technical work affecting the Platform.

The Company may also introduce additional functionality, discontinue existing features, alter technical specifications, or implement other technological or operational changes where considered necessary for business, regulatory, technological, security, or operational purposes.

SECTION IV.I.VII: Official Communications Delivered Through the Platform

Trade confirmations, account alerts, statements, warnings, notifications, disclosures, messages, and other information made available through the Platform may constitute official communications issued by the Company.

Unless otherwise required by applicable law, such communications shall be deemed received when made available through the Platform or transmitted using the Client's registered communication details.

SECTION IV.I.VIII: Standards Governing Platform Use



The Client shall use the Platform only for lawful purposes and in accordance with these Terms, applicable legislation, regulatory requirements, and procedures established by the Company.

The Client shall not engage in conduct that could compromise, interfere with, impair, or otherwise adversely affect the security, integrity, reliability, performance, or proper functioning of the Platform.

SECTION IV.I.IX: Restricted and Prohibited Conduct

The Client shall not:

- (a) attempt to obtain unauthorized access to any system, network, account, database, or other component connected to the Platform;
- (b) disrupt, interfere with, overload, damage, impair, or otherwise compromise the operation of the Platform;
- (c) introduce or transmit viruses, malware, malicious code, automated attacks, or other harmful software;
- (d) use the Platform in connection with unlawful, fraudulent, deceptive, manipulative, or abusive activities; or
- (e) attempt to bypass, disable, defeat, or otherwise circumvent the Company's security, compliance, monitoring, or operational controls.

SECTION IV.I.X: Platform Oversight and Activity Monitoring

The Company may monitor, review, record, audit, investigate, and retain information relating to activity conducted through the Platform where reasonably necessary for



security, compliance, operational, regulatory, evidentiary, or risk-management purposes.

Where permitted by applicable law, such monitoring or review may be conducted without prior notice to the Client.

SECTION IV.I.XI: Restriction or Withdrawal of Platform Access

The Company may suspend, restrict, limit, deactivate, or terminate the Client's access to the Platform where it reasonably considers such action necessary for legal, regulatory, operational, security, compliance, commercial, or risk-management reasons.

Such measures may be taken in circumstances involving suspected fraud, unauthorized activity, cybersecurity concerns, violations of these Terms, abusive conduct, financial crime concerns, or other circumstances that may adversely affect the Company, its Clients, or the integrity of the Platform.

ARTICLE IV.II: MARKET CONTENT AND INFORMATIONAL MATERIALS

SECTION IV.II.I: Market Content Made Available by the Company

The Company may, at its discretion, make available market data, pricing information, research reports, economic analysis, market commentary, trading signals, educational resources, newsletters, webinars, publications, and other related materials, collectively referred to as “**Market Content**.”

The Company may modify, restrict, suspend, or discontinue any Market Content at any time and without prior notice.



SECTION IV.II.II: Informational Character of Market Content

Market Content is provided solely as general informational and educational material.

The Company does not represent or warrant that Market Content is complete, accurate, current, reliable, continuously available, or free from errors. The Company shall not be responsible for inaccuracies, omissions, delays, interruptions, or other deficiencies affecting such content.

SECTION IV.II.III: No Professional or Investment Advice

Market Content does not constitute investment advice, portfolio management, financial planning, legal advice, tax advice, accounting advice, or any other form of professional advice or recommendation.

Nothing contained in Market Content shall be interpreted as an endorsement, recommendation, solicitation, or invitation to enter into a transaction involving any financial instrument.

SECTION IV.II.IV: Client's Independent Assessment

The Client remains solely responsible for assessing the suitability, merits, risks, and potential consequences of any transaction, investment approach, strategy, or financial decision.

Any trading activity undertaken after reviewing or relying upon Market Content is carried out entirely at the Client's own discretion and risk.

SECTION IV.II.V: Information Obtained from External Sources



Market Content may contain information, data, analysis, opinions, reports, or other material obtained from third-party sources.

The Company does not represent, warrant, or guarantee the accuracy, completeness, reliability, legality, availability, or suitability of such third-party information and does not assume responsibility for its content.

SECTION IV.II.VI: Ownership and Use of Market Content

All intellectual property and proprietary rights relating to Market Content, including reports, research, analyses, educational materials, graphics, data compilations, presentations, videos, and related materials, shall remain with the Company or the applicable rights holder.

Unless expressly authorized in writing, the Client shall not reproduce, distribute, publish, transmit, alter, commercially exploit, or otherwise use Market Content beyond its permitted personal use.

SECTION IV.II.VII: No Advisory or Fiduciary Engagement

The provision or use of Market Content does not establish an advisory, fiduciary, agency, partnership, discretionary management, or other special relationship between the Company and the Client.

The Company does not undertake to monitor the Client's trading activity, provide continuing recommendations, revise previously issued Market Content, or notify the Client of subsequent developments affecting the information provided.

ARTICLE IV.III: CONFLICTS AND INDEPENDENCE

SECTION IV.III.I: IDENTIFICATION OF POTENTIAL CONFLICTS

The Company may identify circumstances in which its interests, the interests of its employees, representatives, affiliates, service providers, or other clients may conflict, or may appear to conflict, with the interests of the Client.

Potential conflicts may arise in connection with the provision of Services, execution of transactions, pricing, remuneration arrangements, relationships with third parties, commercial interests, or other activities conducted by or on behalf of the Company.

SECTION IV.III.II: MANAGEMENT OF CONFLICTING INTERESTS

The Company shall maintain such procedures and controls as it considers reasonably appropriate to identify, manage, mitigate, or otherwise address potential conflicts arising in connection with its Services.

The Company may implement operational restrictions, internal controls, information barriers, disclosure measures, or other arrangements where reasonably necessary to manage identified conflicts.

SECTION IV.III.III: DISCLOSURE OF MATERIAL CONFLICTS

Where the Company determines that a conflict cannot reasonably be avoided or adequately managed through its internal arrangements, the Company may provide appropriate disclosure to the Client in accordance with Applicable Law and its applicable policies.



The Client acknowledges that the existence of a potential or actual conflict does not, by itself, prevent the Company from continuing to provide Services where such provision remains lawful and appropriate.

SECTION IV.III.IV: CLIENT ACKNOWLEDGMENT

The Client acknowledges that the Company may have commercial, operational, or other legitimate interests arising from its business activities and that the Company may maintain relationships with third-party service providers, liquidity providers, technology providers, financial institutions, or other counterparties.

The Client accepts that such relationships may give rise to circumstances requiring conflict-management measures and agrees that the Company may act in accordance with its applicable policies, contractual obligations, and Applicable Law.

ARTICLE IV.IV: ORDER HANDLING, EXECUTION AND TRADING CONTROLS

SECTION IV.IV.I: Client Control Over Trading Decisions

The Client is solely responsible for all trading decisions, strategies, orders, position-management activities, and other actions undertaken through the account.

The Company does not guarantee the suitability, profitability, performance, or outcome of any transaction initiated by the Client.



SECTION IV.IV.II: Client Assessment of Trading Risk

The Client is responsible for determining whether a particular financial instrument, product, Service, or transaction is appropriate in view of the Client's objectives, financial circumstances, trading experience, and tolerance for risk.

By submitting an order, the Client confirms that the Client understands and accepts the risks associated with trading financial instruments.

SECTION IV.IV.III: COMPREHENSIVE TRADING RISK ACKNOWLEDGMENT

The Client acknowledges that trading in financial instruments, including leveraged products, may involve a substantial risk of loss and that losses may occur rapidly as a result of market volatility, leverage, liquidity conditions, price movements, execution delays, financing costs, or other market or operational factors.

The Client acknowledges that the value of positions may fluctuate significantly and that the Client may lose some or all of the funds allocated to trading activities.

The Client shall independently assess whether the products and trading activities available through the Company are appropriate for the Client's financial circumstances, objectives, experience, knowledge, and tolerance for loss.

The Client acknowledges that past performance, historical returns, market commentary, forecasts, or other information provided by the Company or third parties do not constitute a guarantee or indication of future results.



The Client accepts responsibility for understanding the characteristics and risks of the products traded through the Account and for making independent trading decisions.

SECTION IV.IV.IV: Order Submission Requirements

Orders may be submitted through the Platform or through another order-entry method expressly authorized by the Company.

The Company may establish technical specifications, verification procedures, operational requirements, and acceptance criteria governing the submission of orders.

SECTION IV.IV.V: Order Execution Standards

The Company shall use commercially reasonable efforts to execute accepted orders having regard to prevailing market conditions, available liquidity, technical capabilities, and applicable operational procedures.

The Client acknowledges that the Company does not guarantee execution at a particular price, within a specified period, or under every market condition.

SECTION IV.III.VI: Price Movement and Execution Differences

Market prices may change rapidly as a result of volatility, liquidity conditions, economic developments, market openings or closures, and other market factors.



Accordingly, an order may be executed at a price different from the price requested, displayed, or anticipated by the Client, including as a result of slippage, market gaps, or rapid price movements.

SECTION IV.IV.VII: Indicative Pricing and Market Quotations

Prices, quotations, and market information displayed through the Platform may be indicative and may change without prior notice.

The Company may amend, correct, update, withdraw, or temporarily suspend quotations, pricing information, or market data where necessary due to market conditions, technical issues, pricing irregularities, or operational considerations.

SECTION IV.IV.VIII: Order Refusal and Transaction Restrictions

The Company may refuse, restrict, delay, suspend, or cancel an order where it reasonably considers such action necessary for operational, legal, regulatory, compliance, security, liquidity, technical, or risk-management purposes.

Relevant circumstances may include abnormal market conditions, suspected fraudulent activity, insufficient margin, system failures, pricing irregularities, or violations of these Terms.

SECTION IV.IV.IX: Monitoring of Positions and Account Exposure



The Client is responsible for continuously monitoring open positions, pending orders, account balances, margin levels, and trading activity.

The Company does not undertake an obligation to notify the Client of market developments, changes in account conditions, margin deficiencies, or potential trading losses.

SECTION IV.IV.X: Margin, Collateral and Funding Thresholds

The Company may establish margin requirements, collateral requirements, funding thresholds, exposure limits, and other risk-management parameters applicable to trading activity.

Failure to satisfy an applicable requirement may result in restrictions, position reductions or closures, liquidation, or other protective action.

SECTION IV.IV.XI: Overnight Positions and Rollover Treatment

Positions remaining open beyond the applicable trading session, settlement period, or designated rollover time may be subject to financing charges, rollover fees, administrative adjustments, or automatic rollover procedures.

The Client remains responsible for all costs arising from the continued maintenance of overnight positions.

SECTION IV.IV.XII: Measures During Disrupted or Abnormal Markets



Where market conditions become abnormal, including circumstances involving extreme volatility, limited liquidity, trading suspensions, market-wide disruptions, technical failures, pricing irregularities, or other extraordinary events, the Company may implement measures it reasonably considers necessary to manage risk and preserve the orderly operation of its Services.

Such measures may include suspending trading, rejecting orders, changing applicable trading conditions, or closing positions.

SECTION IV.IV.XIII: Correction of Errors and Irregular Transactions

The Company may correct, cancel, reverse, void, amend, or otherwise adjust an order, transaction, position, quotation, execution price, profit, loss, or account balance affected by a manifest error, pricing irregularity, technical malfunction, clerical mistake, system failure, or other operational error.

Any determination that a manifest error has occurred shall be made by the Company in good faith having regard to the circumstances known at the relevant time.

SECTION IV.IV.XIV: Improper and Prohibited Trading Conduct

The Client shall not engage in fraudulent, manipulative, deceptive, abusive, disruptive, or otherwise improper trading practices.

Prohibited conduct includes, without limitation:

- (a) market manipulation;
- (b) exploiting pricing errors, technical defects, or system vulnerabilities;
- (c) unauthorized automated trading activity;
- (d) misuse or abuse of the Platform;

(e) fraudulent trading activity; or

(f) conduct intended to create or obtain an artificial, unfair, or improper trading advantage.

SECTION IV.IV.XV: Trading Parameters and Exposure Restrictions

The Company may establish or modify limits relating to order volumes, position sizes, trading frequency, market exposure, leverage, available instruments, or other trading parameters.

Such restrictions may be introduced or amended in response to market conditions, liquidity considerations, regulatory requirements, operational circumstances, or risk-management considerations.

SECTION IV.IV.XVI: Position Management and Automatic Risk Measures

Where required by applicable margin requirements, risk-management procedures, market conditions, regulatory obligations, or operational requirements, the Company may automatically close, reduce, liquidate, offset, hedge, restrict, or otherwise manage one or more Client positions.

The Company shall not be responsible for losses resulting from the implementation of such protective measures, except to the extent liability cannot lawfully be excluded.

SECTION IV.IV.XVII: Investigation of Suspicious Activity and Account Protection



The Company may investigate trading activity, transactions, account access, or other conduct where it identifies or reasonably suspects fraud, unauthorized activity, financial crime, security concerns, or conduct inconsistent with these Terms.

The Company may implement measures reasonably necessary to protect its interests, Clients, systems, Platforms, liquidity arrangements, and regulatory position.

SECTION IV.IV.XVIII: Trading Disruptions Beyond the Company's Control

The Company shall not be responsible for delays, failures, interruptions, inability to execute orders, or other consequences resulting from circumstances beyond its reasonable control, including force majeure events, market disruptions, telecommunications failures, cybersecurity incidents, governmental measures, regulatory intervention, or failures involving third-party service providers.

CHAPTER V: CLIENT INFORMATION, DATA AND RECORDS

ARTICLE V.I: CLIENT IDENTIFICATION, INFORMATION AND RECORD GOVERNANCE

SECTION V.I.I: Accuracy and Continuity of Client Information

The Client shall ensure that all personal, financial, contact, and account-related information provided to the Company is accurate, complete, current, and not misleading.



The Client shall promptly inform the Company of any material change affecting information previously provided.

SECTION V.I.II: Provision of Documents and Supporting Information

The Client shall provide such information, declarations, records, documents, and supporting materials as the Company may reasonably request in connection with account establishment, verification, compliance reviews, transaction monitoring, or the ongoing administration of the Client relationship.

SECTION V.I.III: Verification and Due Diligence

The Company may verify information, documents, declarations, or representations provided by the Client through internal procedures, independent verification services, third-party providers, public records, financial institutions, governmental authorities, or other lawful sources.

Where the Company is unable to complete verification to its satisfaction, it may refuse, suspend, restrict, or terminate the relevant Services or account arrangements.

SECTION V.I.IV: Further Information and Enhanced Verification

The Company may request additional information or documentation whenever reasonably necessary for legal, regulatory, operational, compliance, security, or risk-management purposes.

Such requests may include declarations, certifications, identification records, source-of-funds evidence, source-of-wealth information, or other supporting documentation.



SECTION V.I.V: Continuing Verification Requirements

Verification is not limited to the account-opening stage and may continue throughout the Client relationship.

The Company may periodically review Client information and require updated documentation, renewed certifications, or additional verification whenever considered necessary.

SECTION V.I.VI: Collection and Operational Use of Client Information

The Company may collect, process, store, maintain, transfer, and otherwise use Client information for purposes including account administration, provision of Services, transaction processing, compliance monitoring, fraud prevention, risk management, security, regulatory reporting, and other legitimate business purposes.

SECTION V.I.VII: Privacy and Protection of Personal Information

The handling of personal information, including its collection, processing, storage, disclosure, transfer, retention, and protection, shall be governed by the Company's applicable Data Governance Policy, as amended from time to time.

That policy forms part of the contractual framework governing the Client relationship and is incorporated into these Terms by reference.

SECTION V.I.VIII: Unacceptable or Defective Information



The Company may reject, disregard, invalidate, or require replacement of any information or documentation that it reasonably considers inaccurate, incomplete, outdated, misleading, inconsistent, fraudulent, illegible, or otherwise unsuitable for the purpose for which it was provided.

SECTION V.I.IX: Retention of Client and Transaction Records

The Company may create, maintain, archive, and retain records relating to the Client, including account information, transactions, communications, account activity, verification materials, financial information, and operational interactions.

Such records may be retained for periods considered necessary to satisfy applicable legal, regulatory, operational, evidentiary, compliance, or business requirements.

SECTION V.I.X: Recording and Review of Communications

Telephone calls, emails, electronic communications, Platform messages, live chats, video communications, and other interactions with the Company may be monitored, recorded, retained, and reviewed.

Such records may be used for purposes including quality assurance, dispute resolution, compliance monitoring, fraud prevention, security, training, and evidentiary requirements.

SECTION V.I.XI: Disclosure to Authorities and Authorized Parties

The Company may disclose Client information, records, communications, transaction data, verification materials, and related documentation to regulators, governmental bodies, law enforcement authorities, courts, financial institutions, payment service



providers, auditors, professional advisers, service providers, affiliated entities, or other authorized parties where disclosure is required by law or reasonably necessary to protect the Company's legitimate interests.

SECTION V.I.XII: Evidentiary Status of Company Records

Records maintained by the Company, including electronic communications, transaction records, account activity logs, verification documentation, and other electronic data, may be relied upon as evidence in judicial proceedings, arbitration, regulatory investigations, administrative proceedings, or other dispute-resolution processes.

SECTION V.I.XIII: False or Deceptive Information

Providing forged, altered, fraudulent, misleading, materially incomplete, or deceptive information or documentation constitutes a material breach of these Terms.

In such circumstances, the Company may suspend or terminate Services, restrict account activity, reverse affected transactions, report the matter to competent authorities, or take any other action permitted by applicable law.

ARTICLE V.II: ELECTRONIC AUTHORITY AND DIGITAL COMMUNICATIONS



SECTION V.II.I: VALIDITY OF ELECTRONIC EXECUTION

The Client acknowledges and agrees that electronic signatures, digital acceptances, electronic acknowledgements, instructions, confirmations, and other forms of electronic consent may be used in dealings with the Company and shall have the same legal effect, validity, and enforceability as a handwritten signature, to the extent permitted by applicable law.

SECTION V.II.II: ELECTRONIC DELIVERY OF INFORMATION

The Client agrees to receive communications and documentation electronically, including notices, account statements, disclosures, confirmations, reports, alerts, and other relevant documents. Such materials may be delivered through the Company's website, client portal, trading platform, email, mobile applications, or any other communication channel designated or approved by the Company.

SECTION V.II.III: MAINTENANCE OF COMMUNICATION DETAILS

The Client shall ensure that all contact information and communication details registered with the Company remain accurate, current, and accessible. Any change that may affect the Client's ability to receive electronic communications shall be notified to the Company without undue delay.

The Client is responsible for regularly reviewing and monitoring the communication channels registered with the Company.

SECTION V.II.IV: RELIANCE ON REGISTERED ELECTRONIC INSTRUCTIONS



The Company may regard instructions, requests, authorizations, confirmations, and other communications received through the Client's registered communication channels as genuine and properly authorized by the Client.

The Company may act upon such communications without conducting additional verification unless it has actual knowledge that the communication is unauthorized.

SECTION V.II.V: CLIENT RESPONSIBILITY FOR DIGITAL SECURITY

The Client shall take appropriate measures to protect the confidentiality and security of all passwords, credentials, devices, authentication methods, communication channels, and other access mechanisms used in connection with electronic communications and account activity.

The Company shall not be responsible for losses arising from unauthorized access where such access results from the Client's failure to maintain appropriate security measures.

SECTION V.II.VI: ENHANCED AUTHENTICATION AND VERIFICATION

The Company may, where it considers necessary, require additional authentication, identity verification, security confirmations, or supporting documentation before accepting an electronic instruction, authorization, request, or transaction.

The Company may withhold or delay action on the relevant instruction until the required verification has been satisfactorily completed.

SECTION V.II.VII: ELECTRONIC RECORD PRESERVATION



The Company may maintain electronic records of communications, instructions, electronic signatures, transaction activity, confirmations, and related documentation for such period as the Company considers appropriate, subject to applicable legal, regulatory, and operational requirements.

SECTION V.II.VIII: COMMUNICATION AND TRANSMISSION RISKS

The Company shall not be responsible for delays, interruptions, transmission failures, delivery errors, system outages, internet or telecommunications disruptions, cybersecurity incidents, or other technical failures affecting electronic communications where such circumstances occur beyond the Company's reasonable control.

SECTION V.II.IX: CHANGES TO ELECTRONIC COMMUNICATION CONSENT

The Client may request changes to their electronic communication preferences or seek to withdraw consent to electronic communications, subject to the Company's applicable procedures and any legal or regulatory requirements.

Any withdrawal or modification of consent shall not invalidate or affect the legal effect of communications, instructions, transactions, authorizations, or consents provided before the effective date of such withdrawal or modification.

CHAPTER VI: ACCOUNT ADMINISTRATION, REPRESENTATIVE AUTHORITY AND ACCOUNT STATUS

ARTICLE VI.I: ACCOUNT CONTROL, SECURITY AND ADMINISTRATIVE OVERSIGHT



SECTION VI.I.I: CONDITIONS OF ACCOUNT ACCESS

Following approval of an account, the Client may be provided with access to the Company's trading platforms, systems, and related services through credentials or other access mechanisms issued or approved by the Company.

Access to the account and related services shall remain subject to these Terms and to all applicable operational, security, compliance, and regulatory requirements established by the Company.

SECTION VI.I.II: RESPONSIBILITY FOR ACCOUNT ACTIVITY

The Client shall remain responsible for all activity conducted through the Client's account, including transactions, instructions, communications, and other account operations performed through the Client's credentials or any authorized means of access.

The Client shall therefore exercise appropriate control over the use of the account and the means through which access is obtained.

SECTION VI.I.III: MANAGEMENT OF MULTIPLE ACCOUNTS

Where the Client holds more than one account with the Company, each account may be maintained and administered independently and may have separate balances, conditions, restrictions, obligations, and trading activity.

Where reasonably required for operational, compliance, security, or risk-management purposes, the Company may link, consolidate, restrict, or



otherwise administer multiple accounts in accordance with its applicable procedures.

SECTION VI.I.IV: SECURITY INCIDENTS AND UNAUTHORIZED ACCESS

The Client shall notify the Company without undue delay upon becoming aware of, or reasonably suspecting, unauthorized access, misuse of credentials, compromise of account security, or any other security incident affecting the account.

Pending investigation or verification, the Company may impose temporary access restrictions, additional security controls, or other protective measures that it considers appropriate.

SECTION VI.I.V: ACCOUNT MONITORING AND OVERSIGHT

The Company may monitor, review, record, investigate, and analyze activity associated with the Client's account for purposes including security management, regulatory compliance, operational oversight, fraud prevention, risk management, and data administration.

SECTION VI.I.VI: RESTRICTION, SUSPENSION OR TERMINATION OF ACCESS

The Company may restrict, suspend, deactivate, limit, or terminate access to an account where it reasonably considers such action necessary or appropriate for legal, regulatory, compliance, security, operational, or risk-management purposes.



Any such measure may apply to the account, particular services, trading functionality, or other access rights associated with the Client.

SECTION VI.I.VII: CHANGES TO ACCOUNT ADMINISTRATION PROCEDURES

The Company may periodically introduce, amend, replace, or otherwise modify its account administration procedures, security controls, operational requirements, and access protocols where necessary to reflect changes in its business operations, technology, regulatory obligations, or risk-management framework.

ARTICLE VI.II: APPOINTMENT AND CONTROL OF ACCOUNT REPRESENTATIVES

SECTION VI.II.I: REQUESTING REPRESENTATIVE ACCESS

The Client may request that another person or entity be authorized to access, administer, operate, or issue instructions in relation to the Client's account.

Any such arrangement shall remain subject to the Company's approval requirements, and no authority granted to a third party shall take effect unless formally approved by the Company and supported by documentation satisfactory to the Company.

SECTION VI.II.II: REPRESENTATIVE VERIFICATION REQUIREMENTS

Before approving third-party access, the Company may require identification documents, authorization forms, declarations, agreements, background information, or any other materials it considers necessary to establish the identity, authority, and suitability of the proposed representative.



The Company may refuse an authorization request or withdraw an existing authorization where it considers such action appropriate.

SECTION VI.II.III: LIMITS OF DELEGATED AUTHORITY

Any authority granted to a third party shall be restricted to the powers expressly approved and recorded by the Company.

The Company may rely on instructions, requests, or other actions undertaken by an authorized representative where those actions fall within the approved scope of authority.

SECTION VI.II.IV: CLIENT RESPONSIBILITY FOR REPRESENTATIVES

The Client remains responsible for the selection, appointment, supervision, conduct, decisions, instructions, omissions, and other activities of any third party authorized to act on the Client's behalf.

The Company does not assume responsibility for determining the competence, qualifications, suitability, or performance of a representative selected by the Client.

SECTION VI.II.V: CHANGES TO REPRESENTATIVE AUTHORITY

The Client may request that an existing third-party authorization be amended, suspended, or revoked by submitting written notice to the Company.



Such change shall not take effect merely upon submission of the request. It shall become effective only after the Company has received, reviewed, and processed the request in accordance with its applicable procedures.

SECTION VI.II.VI: COMPANY CONTROL OVER THIRD-PARTY ACCESS

The Company may reject, restrict, suspend, or terminate third-party access where it reasonably considers such action necessary for security, legal, regulatory, compliance, operational, or risk-management purposes.

SECTION VI.II.VII: RESPONSIBILITY FOR THIRD-PARTY ACTIONS

The Client agrees to indemnify and hold the Company harmless against losses, claims, liabilities, damages, costs, and expenses arising from the acts, omissions, instructions, conduct, or other activities of an authorized third party acting on the Client's behalf.

SECTION VI.II.VIII: INDEPENDENT THIRD-PARTY SERVICES

Where an independent third party provides services connected with the Client's account or trading activities, those services may be subject to separate agreements, terms, conditions, policies, or other contractual arrangements.

The Client remains responsible for reviewing and complying with any terms applicable to such third-party services.

ARTICLE VI.III: MANAGEMENT OF INACTIVE AND DORMANT ACCOUNTS



SECTION VI.III.I: DETERMINATION OF ACCOUNT INACTIVITY

The Company may designate an account as **inactive, dormant, non-operational, or subject to administrative review** where there has been no trading activity, account access, transaction, communication, or other material account activity for a period determined by the Company.

The periods and criteria used to determine inactivity may be amended from time to time in accordance with the Company's applicable policies and procedures.

SECTION VI.III.II: ADMINISTRATIVE CONTROLS FOR INACTIVE ACCOUNTS

An account classified as inactive or dormant may be subject to administrative measures considered appropriate by the Company, including restrictions on account functionality, additional verification requirements, communication reviews, compliance reassessments, maintenance procedures, or other operational controls.

SECTION VI.III.III: CHARGES APPLICABLE TO INACTIVE ACCOUNTS

Inactive, dormant, or non-operational accounts may incur inactivity fees, maintenance charges, administrative costs, or other applicable charges where such fees are disclosed in the Company's relevant fee schedule.

Applicable charges may continue to accrue until the account is reactivated, closed, or reaches a zero balance.

SECTION VI.III.IV: FUNCTIONAL RESTRICTIONS



The Company may restrict or suspend trading, deposits, withdrawals, transfers, account access, or other account functions while an account remains dormant or non-operational.

Such restrictions may remain in place until the applicable verification, compliance, security, or administrative requirements have been completed.

SECTION VI.III.V: REQUIREMENTS FOR ACCOUNT REACTIVATION

Before restoring an inactive or dormant account to active status, the Company may require updated KYC documentation, verification materials, compliance assessments, security confirmations, or other information that it considers necessary.

SECTION VI.III.VI: CLOSURE OR DEACTIVATION OF DORMANT ACCOUNTS

The Company may close, terminate, deactivate, archive, or otherwise discontinue a dormant account in accordance with applicable law, regulatory obligations, internal procedures, and operational requirements.

SECTION VI.III.VII: HANDLING OF UNCLAIMED ACCOUNT BALANCES

Where funds remain unclaimed in an account for a prolonged period, the Company may take any action required or permitted under applicable law.

Such measures may include reporting, transferring, safeguarding, or otherwise administering the relevant balance in accordance with applicable regulatory requirements.

SECTION VI.III.VIII: CLIENT'S CONTINUING ACCOUNT RESPONSIBILITIES



The Client remains responsible for monitoring the account, keeping contact information current, and maintaining compliance with the Company's applicable requirements, including where the account is inactive or dormant.

SECTION VI.III.IX: EFFECT OF ADMINISTRATIVE MEASURES

The Company shall not be liable for losses arising from the classification of an account as inactive or dormant, the imposition of account restrictions, reactivation requirements, applicable administrative or inactivity charges, account closure, or other measures taken in accordance with this Article.

CHAPTER VII: DEFAULT, DISRUPTION AND SERVICE PROTECTION

ARTICLE VII.I: CLIENT DEFAULT AND REMEDIAL MEASURES

SECTION VII.I.I: EVENTS CONSTITUTING DEFAULT

An **Event of Default** may arise where the Company reasonably determines that the Client has engaged in or is subject to any of the following circumstances:

- (a) failed to comply with any provision of these Terms;
- (b) supplied information that is false, misleading, fraudulent, incomplete, or otherwise inaccurate;
- (c) engaged in prohibited trading activity, fraudulent conduct, financial crime, or other unlawful activity;

- (d) failed to satisfy applicable compliance, verification, anti-money laundering, sanctions, or regulatory requirements;
- (e) failed to discharge any financial obligation owed to the Company;
- (f) become subject to insolvency, bankruptcy, liquidation, administration, receivership, or comparable proceedings; or
- (g) engaged in conduct that may expose the Company to legal, regulatory, financial, operational, or reputational risk.

SECTION VII.I.II: RIGHTS ARISING FROM DEFAULT

Where an Event of Default occurs, the Company may exercise any right, remedy, or protective measure available to it under these Terms or applicable law.

SECTION VII.I.III: PROTECTIVE ACTIONS FOLLOWING DEFAULT

Following an Event of Default, the Company may take such measures as it reasonably considers necessary to protect its interests, including:

- (a) suspending or limiting services;
- (b) restricting trading activity;
- (c) placing restrictions on or freezing account balances;
- (d) rejecting or withholding transactions;
- (e) closing open positions;
- (f) terminating the Client's account or services; or
- (g) implementing any other appropriate protective measure.

SECTION VII.I.IV: APPLICATION OF ACCOUNT FUNDS

In connection with an Event of Default, the Company may retain, deduct, set off, or otherwise apply amounts held in the Client's account toward liabilities, obligations, fees, charges, losses, costs, or expenses arising from or connected with the default.

SECTION VII.I.V: DISCLOSURE ARISING FROM DEFAULT

Where permitted or required by applicable law, the Company may disclose information concerning an Event of Default to regulators, governmental bodies, law enforcement authorities, financial institutions, or other authorized persons.

Such disclosure may also be made where the Company reasonably considers it necessary to protect its legitimate interests.

ARTICLE VII.II: EXTRAORDINARY EVENTS AND OPERATIONAL DISRUPTION

SECTION VII.II.I: DETERMINATION OF EXTRAORDINARY CIRCUMSTANCES

The Company may regard circumstances as extraordinary where an event materially affects market conditions, the Company's operational capabilities, regulatory obligations, liquidity arrangements, technological infrastructure, or its ability to continue providing services.

SECTION VII.II.II: EVENTS OUTSIDE THE COMPANY'S REASONABLE CONTROL



Circumstances constituting force majeure may include, without limitation, natural disasters, earthquakes, floods, pandemics, epidemics, war, terrorism, civil unrest, labor disputes, governmental measures, sanctions, utility failures, telecommunications disruptions, cybersecurity incidents, and other events beyond the Company's reasonable control.

SECTION VII.II.III: MARKET AND TECHNOLOGY DISRUPTIONS

Extraordinary circumstances may also arise from significant market or technological disruptions, including trading interruptions, exchange closures, abnormal or erroneous pricing, market suspensions, liquidity shortages, platform failures, or other material technical or operational disturbances.

SECTION VII.II.IV: MEASURES AVAILABLE TO THE COMPANY

Where extraordinary circumstances affect the Company's ability to provide services or properly manage trading activity, the Company may take measures it considers necessary, including:

- (a) suspending or temporarily limiting services;
- (b) delaying the execution or processing of transactions;
- (c) modifying applicable trading conditions;
- (d) restricting access to the Company's platforms;
- (e) closing or otherwise managing open positions;
- (f) adjusting applicable trading parameters; or
- (g) implementing other protective or operational measures appropriate to the circumstances.

SECTION VII.II.V: EFFECT ON COMPANY LIABILITY

To the extent permitted by applicable law, the Company shall not be liable for losses, damages, delays, service interruptions, missed opportunities, or other adverse consequences arising directly or indirectly from extraordinary circumstances or force majeure events.

CHAPTER VIII: INTERPRETATION, NOTICES AND COMMUNICATIONS

ARTICLE VIII.I: RULES GOVERNING CONSTRUCTION AND INTERPRETATION

SECTION VIII.I.I: MEANING OF DEFINED TERMS

Unless the context requires otherwise, capitalized terms used in these Terms shall have the meanings assigned to them within these Terms or elsewhere in the contractual documentation governing the Client's relationship with the Company.

SECTION VIII.I.II: SINGULAR AND PLURAL

Unless the context indicates otherwise, words expressed in the singular shall include the plural, and words expressed in the plural shall include the singular.

SECTION VIII.I.III: MEANING OF REFERENCES TO PERSONS

A reference to a person shall include, where applicable, an individual, corporation, partnership, trust, governmental authority, association, organization, or other legal entity.

SECTION VIII.I.IV: STATUTORY AND REGULATORY REFERENCES

Any reference to a law, regulation, directive, rule, policy, regulatory requirement, or legislative instrument shall be understood to include any amendment, replacement, reenactment, extension, consolidation, or successor provision applicable from time to time.

SECTION VIII.I.V: EFFECT OF HEADINGS AND NUMBERING

Chapter titles, Article headings, Section headings, numbering, and other organizational references are included for convenience and shall not determine or alter the interpretation of these Terms.

SECTION VIII.I.VI: REFERENCES TO THE PARTIES AND RELATED PERSONS

References to the Company or the Client shall, where the context permits, include their respective successors, permitted assigns, authorized representatives, affiliates, legal heirs, and legal successors.

SECTION VIII.I.VII: BUSINESS DAY

Where these Terms refer to a **Business Day**, the term shall mean a day designated by the Company as a business day for its operational purposes, unless a different meaning is expressly specified.



SECTION VIII.I.VIII: INCONSISTENCY BETWEEN CONTRACTUAL DOCUMENTS

Where an inconsistency arises between these Terms and any policy, disclosure, annex, schedule, promotional condition, operational procedure, or supplementary document issued by the Company, the Company shall determine the applicable order of precedence to the extent permitted by Applicable Law.

SECTION VIII.I.IX: PREVAILING LANGUAGE

Where an inconsistency, ambiguity, discrepancy, or conflict exists between the English version of these Terms and any translated version, the English version shall prevail.

SECTION VIII.I.X: PRESERVATION OF VALIDITY

These Terms shall be interpreted, to the fullest extent permitted by Applicable Law, in a manner that preserves their validity, enforceability, and intended commercial effect.

ARTICLE VIII.II: CLIENT COMPLAINTS AND DISPUTE MANAGEMENT

SECTION VIII.II.I: RIGHT TO SUBMIT A COMPLAINT

The Client may submit a complaint concerning the Company's Services, account administration, transactions, communications, or other matters arising from the contractual relationship between the Client and the Company.

SECTION VIII.II.II: COMPLAINT SUBMISSION REQUIREMENTS



Complaints shall be submitted through the communication channels designated by the Company and should contain sufficient information to identify the Client, the relevant Account or transaction, the circumstances giving rise to the complaint, and the resolution sought by the Client.

The Company may request additional information or supporting documentation reasonably required to investigate the complaint.

SECTION VIII.II.III: REVIEW AND INVESTIGATION

The Company shall review complaints in accordance with its internal procedures and applicable legal or regulatory requirements.

The Company may examine relevant account records, transaction information, communications, supporting documents, and other information reasonably necessary to assess the matter.

SECTION VIII.II.IV: COMMUNICATION OF THE OUTCOME

Following completion of its review, the Company may communicate the outcome of the complaint to the Client through an appropriate communication channel.

Where additional time is reasonably required due to the complexity of the matter, the involvement of third parties, regulatory considerations, or other relevant circumstances, the Company may notify the Client accordingly.

SECTION VIII.II.V: FURTHER REMEDIES AND ESCALATION



Where the Client remains dissatisfied following completion of the Company's internal complaint process, the Client may pursue any further remedy available under Applicable Law or any applicable dispute-resolution mechanism.

Nothing in these Terms shall prevent the Client from exercising a mandatory legal right that cannot lawfully be excluded or restricted by contract.

SECTION VIII.II.VI: COMPLAINT RECORDS

The Company may maintain records relating to complaints, investigations, communications, supporting documentation, and outcomes for legal, regulatory, compliance, audit, and dispute-resolution purposes.

The Company may use such records to monitor recurring issues, improve its Services, and satisfy applicable legal or regulatory obligations.

ARTICLE VIII.III: FORMAL NOTICES AND CLIENT COMMUNICATIONS

SECTION VIII.III.I: APPROVED COMMUNICATION CHANNELS

The Company may communicate with the Client through its official website, registered email address, trading platform, client portal, mobile application, electronic messaging system, postal service, telephone, or any other communication method designated by the Company from time to time.

SECTION VIII.III.II: COMPANY CONTACT DETAILS



The Company's official contact details for notices, communications, requests, complaints, and other correspondence relating to the Services shall be made available through the Company's official website and other designated communication channels.

Unless otherwise notified by the Company, the Client may contact the Company through the following official email address:

Email: support@boursium.com

The Company reserves the right to modify, replace, or update its official contact details from time to time. Any updated contact information shall become effective upon publication through the Company's official website or other designated communication channel.

The Client shall use the official communication channels designated by the Company when submitting requests, notices, complaints, supporting documentation, or other communications requiring the Company's attention.

SECTION VIII.III.III: CLIENT'S DUTY TO MAINTAIN CONTACT DETAILS

The Client shall ensure that all contact information held by the Company remains complete, accurate, current, and accessible.

This includes, where applicable, email addresses, business addresses, and other information required for effective communication. The Client shall promptly notify the Company of any relevant change.

SECTION VIII.III.IV: WHEN COMPANY COMMUNICATIONS ARE DEEMED RECEIVED



A notice, communication, confirmation, disclosure, statement, instruction, demand, request, warning, or other correspondence issued by the Company shall be considered duly delivered and received:

- (a) when published through the Company's trading platform or client portal;
- (b) when successfully transmitted to the Client's registered email address;
- (c) upon completion of a telephone communication with the Client;
- (d) upon personal delivery; or
- (e) within the period reasonably applicable to postal or courier delivery.

SECTION VIII.III.V: AUTHENTICITY OF REGISTERED COMMUNICATIONS

The Company may rely on communications, instructions, authorizations, requests, and other correspondence received through the Client's registered communication channels unless the Company has actual knowledge that the relevant communication is unauthorized.

SECTION VIII.III.VI: CLIENT RESPONSIBILITY FOR RECEIVING COMMUNICATIONS

The Client is responsible for regularly monitoring all registered communication channels and maintaining continuous access to them.

The Company shall not be liable for losses, delays, missed notices, or other consequences resulting from the Client's failure to maintain accurate, current, and accessible communication details.

SECTION VIII.III.VII: MODIFICATION OF COMMUNICATION METHODS



The Company may introduce, discontinue, replace, or modify its communication channels, notification procedures, or delivery methods where reasonably necessary for operational, technological, legal, regulatory, security, or business purposes.

SECTION VIII.III.VIII: COMMUNICATION RECORDS AND EVIDENTIARY VALUE

The Company may retain records of notices, communications, instructions, disclosures, and correspondence for evidentiary, operational, regulatory, compliance, audit, dispute-resolution, and legal purposes.

Such records may be relied upon as evidence in judicial, regulatory, administrative, arbitration, or other dispute-resolution proceedings, to the extent permitted by applicable law.

SECTION VIII.III.IX: ELECTRONIC DELIVERY AND LEGAL EFFECT

The Client expressly agrees to receive communications electronically and acknowledges that electronic communications may have the same legal validity and enforceability as communications provided in physical form.

SECTION VIII.III.X: CONTINUING EFFECT OF COMMUNICATION PROVISIONS

The provisions governing notices and communications shall remain effective notwithstanding the suspension, termination, expiration, closure, or discontinuation of the Client's account, to the extent necessary to give effect to rights, obligations, liabilities, and legal requirements arising under these Terms.