



TERM AND CONDITIONS FOR THE SERVICES OFFERED BY THE Company

JEWEL MARKETS

Trade Global Markets at the Lowest Costs!

Stable. Powerful. Super-Fast.



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

These terms and conditions relating to your use of the trading service, is offered by Jewel Markets Ltd., which is a Company (hereinafter called the “Company”, “we”, “us” or “our”) registered in Saint Lucia (Company registration number 2024-00522) with its registered address at Ground Floor, The Sotheby Building , Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia and business address at Gold souk Deira, Dubai, UAE Gold house Building 4th floor, Office number 411.

Jewel Markets Ltd. provides comprehensive financial services designed to empower individuals and businesses to achieve their financial goals through the provision of a trading platform (hereinafter called the “platform”). Jewel Markets Ltd. stands out in the financial industry by offering cutting-edge technology, personalized solutions, and a commitment to excellence.

The Company will offer services strictly under the following terms and conditions (hereinafter called the “terms”), which are non-negotiable and will be amended only with proper notice to the counter party (hereinafter called the “Client”, “you”, “your” or “yourself”) by the Company alone and under the provisions of the terms below.

These terms along with the terms of the Anti-Money Laundering (AML) Policy, Client Categorization Policy, Conflicts of Interest Policy, Risk Disclosure, Complaints Procedure, order execution policy and Privacy Policy constitute a legally binding contract between us. You accept these terms when you register as a user of the platform.

We advise that you read these terms carefully, along with any other documents that we have provided. We reserve the right to modify these terms and any arrangements established under or in connection with these terms periodically.

You will be notified of an amendment to the terms through an electronic notification message on the platform. Following such notification, you may choose to accept the amendment and continue using the platform, or reject the amendment and discontinue your use of the platform. If you do not accept the amendment, you may opt to terminate the agreement. Your continued use of the platform will constitute acceptance of the amendment. Any amendment to the terms shall apply



to all your positions and orders from the time specified in our electronic notification message.

These are our standard terms, which we intend to rely on to govern our relationship with you. For your own benefit and protection, you should read the terms carefully before agreeing to them. If you do not understand any point in any of the documents comprising the terms, please request further information from the “Contact Us” page on our website.

The Client has read, understood, and accepted all information loaded on the Company’s domain (website) <https://fxjmarkets.com> (hereinafter called “the main website”) clearly and publicly stated, available to all Clients including the Legal Information.

The Company reserves the right to register and operate other relevant domains (websites) for marketing and promotional purposes to specific countries which contain information and disclosures to Clients and prospective Clients in any language other the English language.

The Client accepts and understands that the Company’s official language is the English language and should always read and refer to the main website for all information and disclosures about the Company and its activities.

LANGUAGE NOTICE The language of the term (as defined below) shall be English. If all or part of the term or any notice or other document relating to the term is translated into another language this will be for information purposes only and the English versions will prevail if there is a conflict.

1. INTRODUCTION

- 1.1 These terms are part of the agreement between the Company and its Client which governs our trading services and all transactions we conduct with you.
- 1.2 The terms between us relating to our trading services consists of the following documents:
 - Application Form;
 - These terms;
- 1.3 The terms supersede all our previous terms and conditions and any amendments thereto and will be effective from the specified date or the date we acknowledge acceptance of your Application Form.
- 1.4 We kindly request that you carefully review the terms, as well as the notices and policies available on our Website. Should you have any questions or require clarification on any points, please do not hesitate to discuss them with us. Unless we have explicitly agreed in writing that any portion of these terms shall not apply, we will consider these terms to constitute the comprehensive framework governing our trading services and any transactions you engage in with us. All trades conducted under these terms are legally binding and enforceable. By signing the Application Form or electronically submitting your application on our website, you acknowledge and accept these terms. Upon the establishment of your account, you will be obligated to adhere to these terms while engaging in transactions with us.



- 1.5 Words and expressions shall have the meanings defined in the sections below. References to clauses pertain to the clauses within these terms, unless otherwise specified.
- 1.6 Unless written notice is explicitly required in accordance with these terms, you may communicate with us through email, other electronic means, or telephone. Chat and instant messaging features may also be applicable.
- 1.7 The language of communication shall be English, and you will receive all documents and information from us in English. By opening an account with us, you agree to receive trading services in English and in accordance with the English terms. We may, at our sole discretion, offer support in local languages. Should any document be translated into another language, it is provided for informational purposes only, and the English version shall take precedence.

2. GENERAL INFORMATION

- 2.1 Our trading service operates as an electronic service, and you expressly consent to our communication with you via email, SMS, letter, telephone, and/or any other electronic means or methods agreed upon in writing. We will not provide a paper copy of any communication unless you specifically request it. We reserve the right to impose charges for communications and/or documents sent to you in paper form.
- 2.2 You confirm that you have regular access to the internet and consent to our provision of information regarding our services (including Market Information), costs and charges, product details, our Notices and Policies, and any other information we are required to provide, either via email or by posting such information on our website or the platform. This does not affect your rights to request copies of the information or, by notifying us in writing, to receive such information in hard copy instead of through email or other electronic means. We reserve the right to impose charges for information and/or documents sent to you in paper form.
- 2.3 We will engage with you as a principal and not as an agent representing you. This means that all trades are concluded directly between you and us, with us acting as the Counterparty to all your transactions.
- 2.4 Unless we agree otherwise in writing, you will also engage with us as a principal and not as an agent or representative of any other individual. You shall not authorize any person to act on your behalf unless we have explicitly agreed that such person (the "Agent") may do so. We will be entitled to rely on any instructions provided by the Agent regarding your account. We may request confirmation of the Agent's authority to act on your behalf at any time we deem appropriate.
- 2.5 We will not provide you with advice on the merits of any trade and will engage with you on an execution-only basis. None of our staff are authorized or permitted to offer investment advice. Therefore, you should not consider any proposed trades, suggested trading strategies, or other communications from us - whether written or oral - as investment recommendations or advice, nor should you interpret them as expressing our opinion on the suitability of a particular trade for you or its alignment with your



financial objectives. You must rely on your own judgment for any investment decisions related to your account. If you need investment or tax advice, please consult an independent investment or tax advisor.

3. ACCOUNT

- 3.1 Once your application form has been reviewed and approved, we will open an account for you on our platform. The opening and management of the Client's account is additionally regulated by a separate Account Opening Contract, which will be provided to you and the contents of which you must carefully read.
- 3.2 We may establish multiple accounts for you. Depending on your knowledge, experience, and types of trades, certain account types and features may or may not be accessible to you. Upon opening your account, we will notify you of the specific type of account that has been created.
- 3.3 We reserve the right to refuse to open an account for any reason. Additionally, we may modify the features and criteria of our accounts at any time, and we will inform you of such changes through our Website, platform, via email, or through other means.
- 3.4 You agree that any information you provide to us is accurate. You must promptly notify us of any material changes to the information you provided on your Application Form or by any other means, including changes to your contact details.
- 3.5 For each account that we open for you, we will assign a unique account number and password, and we may require additional Security Information that we deem appropriate.
 - 3.5.1 It is your responsibility to keep your security information (including your account number and password confidential;
 - 3.5.2 You agree that you will not disclose your account number and/or password, or any other Security Information to any other person;
- 3.6 Credit and debit entries, including any daily financing fees, funding, and withdrawals, will be made to your account. You are responsible for monitoring your open positions and any activity in your account. We are not obliged to monitor or advise you on the effect of any trade, order, or open position. You may access your account information by logging into the platform.

4. RESTRICTIONS ON USE

- 4.1 The platform is not intended for distribution to, or use by, any person:
 - 4.1.1 who is under the age of 18 years old or is not of legal competence or of sound mind;
 - 4.1.2 who resides in any country where such distribution or use would be contrary to local law or regulation. The platform and any other service provided by us is not available to persons residing in any country where CFD trading activity or other such services would be contrary to local law or regulation. It is your responsibility to



ascertain the term of and comply with any local law or regulation to which you are subject;

4.1.3 who is a resident of a Banned Jurisdiction (The list of Banned jurisdictions is published on our website.).

4.2 Without derogating from the above, we reserve the right, acting reasonably, to suspend and/or refuse access to or the use of the platform to anyone. We also reserve the right to suspend a specific transaction that you have open with us.

5. ACCOUNT CREDENTIALS

5.1 When you first access the platform, you will be asked to enter your account credentials to access the platform, which are confidential and shall be used solely by you.

5.2 You:

5.2.1 are responsible for ensuring that your account credentials remain confidential and ensuring they cannot be used by any person other than you; and

5.2.2 must notify us immediately if you become aware that your account credentials have in any way become compromised or if any third party may be able to access the platform.

5.3 You agree to indemnify the Company from any losses that may arise if your account on the platform is hacked or if there is unauthorized use of your account credentials as a result of your negligence.

5.4 If we suspect a potential breach of security, we may require you to change your account credentials or suspend your access to the platform. We reserve the right to edit, amend, or issue you new account credentials, or require a change of your account credentials at any time, provided we give you notice. It is your responsibility to ensure that your computer or device does not allow your access password to be saved for automatic re-logging.

5.5 You are responsible for ensuring that you alone control access to your account credentials, and that no individual under the age of 18 or any other person is granted access to the platform using your account credentials due to your negligence or otherwise. You agree to promptly notify us in writing if you become aware of any loss, theft, or unauthorized use of your account credentials by any other person or entity.

6. SERVICE PROVISION

6.1 The Company may at its own discretion offer any of the following Services to the Client:

6.2 Execution of orders related to transactions involving one or more of the following financial instruments: CFDs on currencies, equities, precious metals, financial indices, futures contracts, and other trading instruments, as well as derivatives and financial instruments that meet specific criteria agreed upon between the Client and the Company,



in accordance with the Company's licensing terms.

- 6.3** The execution of orders is conducted as follows: the Company will receive, transmit, and execute orders of the Client on their behalf in Financial Instruments. Order execution is carried out in accordance with the Company's Order Execution Policy. Clients may place market orders to buy or sell at prevailing market prices promptly, or utilize limit and stop orders for trading when a predetermined price level is reached. The execution of limit and stop orders follows the Company's Best Execution Policy, and execution at the specified price or amount is not guaranteed unless explicitly stated by the Company for a particular order.
- 6.4** The Company may offer additional ancillary services related to the Services from time to time, provided that both Parties agree to this in writing.
- 6.5** You will be able to complete transactions through the platform for certain Instruments across various markets worldwide. You acknowledge and agree that we may, at our sole discretion but always acting reasonably and in compliance with our regulatory obligations, add, remove, or suspend any Instrument on any market from the platform.

7. ORDER EXECUTION

- 7.1** You may place an order via the platform or in such other manner as specified in writing by us from time to time.
- 7.2** You may place electronic orders on the platform only during our trading hours. We will execute trades only during periods that align with both our trading hours and the market hours for the relevant market. Market hours may change from time to time. You agree that if your offer to open a transaction is accepted by us outside of trading hours, it may not be executed if the market does not trade at the specified price once trading hours commence.
- 7.3** Prices quoted by us (whether through the platform or otherwise) do not constitute a contractual offer to enter into a trade at the quoted price or at all. We reserve the right to refuse to enter into any trade.
- 7.4** Subject to our right to refuse to enter into any trade, we will make reasonable efforts to execute a trade within a reasonable time after we receive it or after the conditions for an order are fulfilled.
- 7.5** We strive to fill orders at the first price reasonably available to us after the specified price is reached or upon the occurrence of the event or condition specified in the order. However, we may not be able to execute orders if there is an Event Outside of our Control concerning an Underlying Instrument. For all orders other than Guaranteed Stop Loss orders, we may not execute your order at the specified price level. We will make efforts to execute your order at the price nearest to your specified price.
- 7.6** Once the Client's instructions or orders are submitted to the Company, they cannot be revoked. The Company may only allow the Client to revoke or amend the relevant instruction or order in exceptional circumstances.
- 7.7** The Company shall not be responsible for delays or errors caused during the



transmission of orders and/or messages via computer, nor for damage arising from the invalidity of securities or errors in the Client's bank account balance. The Company shall not be liable for information received via computer or for any loss incurred by the Client if such information is inaccurate.

- 7.8** The range of different order types that we accept will be determined at our absolute discretion. Certain types of orders may only be available for a limited range of markets.
- 7.9** The types of orders we accept, along with the types of orders that attach to specific open positions or other orders ("Attached orders"), are detailed on our platform. We may, at our discretion, limit the quantity of any trades and orders we accept without notice. It is your responsibility to understand the features of an order and how it will operate before placing it. We recommend reading the trading examples on our website before placing an order for the first time to fully understand the features of the order type.
- 7.10** You agree that we may hedge or otherwise offset any transaction with third parties to mitigate any liability or risk associated with your transactions with us. You acknowledge that we may, at our sole discretion and while acting reasonably and in accordance with our regulatory obligations, amend the content or terms of an instrument.
- 7.11** You acknowledge and agree that due to market volatility and factors beyond our control, we cannot guarantee that an order will be executed at the specified level. For example, an order may be closed at a worse price than originally specified by you.
- 7.12** If you have an account with hedging enabled, you can close an open trade by selecting that specific trade and closing it. If you open an opposing trade in the same market for the same quantity, both trades will be displayed as open, and you will also see the legally binding net position where those trades offset each other.
- 7.13** If you have an account without hedging enabled, you can close an open trade either by selecting that trade and closing it or by opening a trade in the opposing direction.
- 7.14** You will typically be able to close an open position during Market Hours. However, we reserve the right to reject any trade according to the relevant clause. As a consequence, you may not be able to close the open position, and your losses may be unlimited until you can do so. If you inadvertently close an open position and promptly notify us of this error, we may, at your request and in certain exceptional circumstances, allow you to take a new open position equivalent to the term of the original open position that you closed by error, acting at our sole discretion and as a gesture of goodwill.
- 7.15** All future contracts with an expiry date will be closed by the Company if the Client does not close them. Clients will be notified via internal mail regarding this action.
- 7.16** When we exercise our rights under these terms to close any of your open positions, we will do so at a time and date determined by us in our reasonable discretion, subject to any obligations we may have under applicable laws and regulations.

8. CHARGES AND FEES

- 8.1** The Company is entitled to receive fees from the Client for its Services provided as



described in the term as well as compensation for the expenses it will incur for the obligations it will undertake during the execution of the said services. The Company reserves the right to modify, from time to time, the size, the amounts and the percentage rates of its fees and the Client will be informed accordingly.

8.2 We will inform you about all costs and charges on an aggregated basis as they relate to the services and products that we are providing under this term before the provision of such services and products to you. If requested by you, we will provide you with an itemized breakdown of our costs and charges information.

8.3 Depending on the Market concerned and in line with all applicable laws and regulations, we may:

8.3.1 include an element of profit for us in our Spread;

8.3.2 charge commission;

8.3.3 impose a Daily Financing Fee on your Open Positions; and/or

8.3.4 charge premiums for Guaranteed Stop Loss orders .

You can find details with respect to these as well as other fees and charges applicable to your account on our website or by contacting the support service.

8.4 We may pass on to you charges which we may incur from time to time when borrowing stock in the external market to hedge a Short Position which you have opened with us. These charges will vary based on market conditions and the availability of the stock concerned. We will advise you of any such charges at the time they are incurred or as soon as possible after we become aware of them, either in the market information or otherwise.

8.5 The Client shall pay the Company, immediately when so requested by the latter and the Company is entitled to debit the account of the Client with any value added tax or any other tax, contribution or charge which may be payable as a result of any transaction which concerns the Client or any act or action of the Company under the term (excepting taxes payable by the Company in relation to the Company's income or profits).

8.6 The Company shall have a lien on all amounts deposited in the Client's accounts and on statements of financial instruments, to the extent that there are amounts owed by the Client to the Company. Before exercising this right, which does not require the Client's consent, the Company will notify the Client of its intention to exercise the lien, along with a deadline by which the Company will exercise this right.

8.7 In case the Client fails to pay any amount by the date on which the said amount is payable, the Company shall be entitled to debit the accounts of the Client with the said amount and/or liquidate in the name of the Client any of the Client's Financial Instruments in view of covering the aforementioned amount.

8.8 By accepting the terms and conditions the Client has read and understood and accepted the information loaded on the Company's main website public and available for all Clients, in which all related commission, costs and financing fees are explained.

8.9 The Company reserves the right to amend any commissions, costs, and financing fees at its discretion. Updated information about these amendments will be available on the main website. The Client is responsible for reviewing this information during their dealings with the Company, particularly before placing any orders.



9. STATEMENTS AND NOTES

- 9.1** Periodic statements, which include details of your cash balance, open positions, and any charges applied to your account, will generally be sent to you. Additionally, upon your request, we will provide a statement regarding the Client Money held by us on your behalf.
- 9.2** Unless you specifically request otherwise, contract notes and statements will be delivered to you via email or made available through the platform. We reserve the right to impose a charge for contract notes and statements sent in paper format.
- 9.3** It is your responsibility to review all statements received to ensure their accuracy. If you believe that any statement is incorrect—whether due to a trade you did not place or for any other reason—you must notify us immediately. In the absence of a manifest error, statements will be deemed conclusive and binding unless we receive a written objection from you within 72 hours of receipt, or unless we notify you of an error within the same time frame.

10. PAYMENTS AND WITHDRAWALS

- 10.1** You may deposit funds into your account at any time. Funds transferred to the Company will be credited to the Client's account net of any transaction charges. All transfer fees, banking commission etc shall be at your own expense.
- 10.2** The Company takes full measures to verify the origin of the funds to comply with Anti-money laundering regulations.
- 10.3** All amounts provided by the Client to the Company shall be held in an account at a bank or other financial institution designated by the Company from time to time.
- 10.4** Your funds are deposited in dedicated accounts that are distinctly separate from the Company's operational funds and cannot be used in the course of its business. This separation is crucial for safeguarding Client assets and ensuring transparency in financial dealings. The Company may hold Client Funds alongside the funds of other Clients in the same bank account (omnibus account).
- 10.5** Unless the Parties otherwise agree, in writing, any amount payable by the Company to the Client, shall be paid directly to the Client.
- 10.6** If your account shows a positive balance, you may request a payment of that amount. However, we may elect to withhold any requested payment, in whole or in part, if:
- 10.6.1** you have unrealized losses on your account; and/or
 - 10.6.2** such payment would result in your trading resource being less than zero; and/or
 - 10.6.3** there is any amount outstanding from you to us; and/or
 - 10.6.4** we are required to do so under any relevant legislation or regulation; and/or
 - 10.6.5** we reasonably believe profits were as a result of market abuse.
- 10.7** If your account shows a negative balance, and notwithstanding any other rights we



may have under these terms or applicable laws and regulations, we may (and will, where required by applicable laws and regulations) waive our right to claim payment of any amount due to us under these terms and return the balance to zero.

- 10.8** In the event of a negative balance on your account, we may debit your account for any amounts due and payable to us under these terms, as well as any bank transfer charges we incur in transferring funds to you. Additionally, you are responsible for all costs and expenses we incur as a result of your failure to pay amounts due or if you breach these terms, including, without limitation, bank charges, court fees, legal fees, and other reasonable third-party costs.
- 10.9** If we credit a payment to your account but later discover that the credit was made in error, we reserve the right to reverse such credit and/or cancel any trades that could not have been made or close any open positions that could not have been established as a result of that credit.
- 10.10** Unless we agree otherwise, any amounts payable to you will be paid by direct transfer to the same source (in your name) from which you made payment.
- 10.11** Payment of any amount due to us is subject to the following conditions:
- 10.11.1** unless otherwise agreed, payment must be made in the currency associated with your account.
 - 10.11.2** if made by debit or credit card, the debit or credit card must be accepted by us and we reserve the right to charge an administration fee;
 - 10.11.3** unless otherwise agreed your account will be credited with the net cleared funds received after all deductions of bank charges or any other costs of transfer incurred in relation to the payment;
 - 10.11.4** we do not accept cash or payments from third parties unless otherwise agreed.
- 10.12** If your account is in debit, the full amount is due and payable by you immediately, unless applicable laws and regulations prohibit us from recovering such sums from you.
- 10.13** The Company reserves the right to decline a withdrawal made through a specific payment method and may suggest an alternative payment method, requiring the Client to submit a new withdrawal request or provide further documentation during the withdrawal process. If the Company is not satisfied with any documentation provided by the Client, it will reverse the withdrawal transaction and deposit the amount back into the Client's account.
- 10.14** The Client is fully responsible for the payment details provided to the Company, and the Company accepts no responsibility for the Client's funds if the provided details are incorrect.

11. COMPANY LIABILITY

- 11.1** The Company shall conclude transactions in good faith and with due diligence but shall not be held liable for any omission, deliberate omission or fraud by any person, firm or Company from whom the Company receives instructions for the execution of the Client's orders and/or from which transactions are carried out on behalf of the Client, unless it is directly due to the Company's or its employees' negligence.



- 11.2** The Company shall not be held liable for any loss of opportunity as a result of which the value of the Client's Financial Instruments could increase or for any reduction in the value of the Client's Financial Instruments, regardless of how such decrease may arise, unless it is directly due to the Company's or its employees' negligence.
- 11.3** If the Company incurs any claims, damages, liabilities, costs, or expenses arising from the execution of the terms and/or the provision of services and/or the disposal of the Client's financial instruments in order to satisfy any claims made by the Company or due to the non-fulfillment of any of the Client's statements, orders, and/or instructions contained in the terms, it is understood that the Company bears no responsibility whatsoever, and the Client is responsible for indemnifying the Company for such claims unless it is directly due to the Company's or its employees' negligence.
- 11.4** The Company shall not be held liable for any loss resulting from any act that the Company has either performed or omitted to perform, regardless of when it occurred, unless such act, or omission is directly due to the Company's or its employees' negligence.
- 11.5** The Company shall be held liable, to the extent permitted under the terms, for the deposit of funds in its possession or received on behalf of the Client in the bank account. However, it shall not be held liable for any omissions, negligence, deliberate omissions, or fraud committed by the bank where the account is maintained.
- 11.6** The Company shall not be held liable for the loss of the Client's financial instruments and funds, including cases where the Client's assets are held by a third party, such as a bank or payment provider. Additionally, the Company shall not be liable for any actions taken based on inaccurate information in its possession prior to receiving notification from the Client of any changes to that information.

12. THIRD PARTY RELATIONSHIPS

- 12.1** You agree that we may, in the future and where applicable, provide payments to third parties that assist in initiating, concluding, or maintaining a business relationship between us (or our affiliates) and you, to enhance the services offered. Details of such arrangements will be available upon request.
- 12.2** The Company guarantees that third parties (individuals or legal entities) engaged at our sole discretion for the purpose of mediating the execution of orders and concluding transactions for the Client are qualified and properly trained.
- 12.3** Please note that affiliate and any other third party payments or fees will only be made where we are satisfied that such payments do not impair our obligation to act in our customer's best interests.



13. TERM, TERMINATION AND CANCELLATION

- 13.1** These terms shall be in force from the effective date and shall continue in full force and effect, unless otherwise terminated hereunder.
- 13.2** Either party has the right to terminate these terms at any time by giving at least thirty (30) days written notice.
- 13.3** In the event of your termination of these terms, you must close any open positions and in any case, no later than 21 days after providing written notice.
- 13.4** After we receive written notice from you we will not accept any orders to open new positions.
- 13.5** We will only close your account if you have no outstanding balances with us, and any losses incurred on your account prior to its closure shall be considered immediately payable by you. .
- 13.6** If you withdraw all funds from your account and cease trading without closing it, your account will remain inactive until you make a deposit. Your account may be classified as 'dormant.' In such cases, the Company reserves the right to close and terminate dormant accounts.
- 13.7** The terms may be terminated by the Company at any time, if:
- 13.7.1** the Client fails to make any payment when due; or
 - 13.7.2** the Client dies, becomes mentally incapacitated (if an individual), is unable to meet their financial obligations as they become due, is subject to bankruptcy proceedings initiated by a third party, has an administrator or receiver appointed for them or their assets, or if they enter into an arrangement or composition with their creditors, or any similar or analogous procedure is initiated for such a party.
- 13.8** We may immediately terminate these terms by providing written notice if:
- 13.8.1** you breach any representation under these terms or any other agreement between the parties, or any representation proves to have been false or misleading in any material at the time it was made or given;
 - 13.8.2** you materially breach any term or condition of these terms (including the term of any transaction); or
 - 13.8.3** any transaction or combination of transactions or any realized or unrealized losses on any transactions or combination of transactions opened by you results in your exceeding any credit or other limit placed on your dealings.
- 13.9** We may immediately terminate these terms without written notice if you file, for any reason a dispute, claim, and/or charge back request from your credit card issuer or any other payment method you use.
- 13.10** We reserve the right to terminate these terms immediately, with or without cause, by providing you with written notice. Following this, we may close any transactions on your behalf at the last available price before permanently closing your account.
- 13.11** You unconditionally agree that the Company has the right to close or suspend your account without notice and with immediate effect if any of the following events occur:
- 13.11.1** you are in material breach of any term of these terms;
 - 13.11.2** you have made any material misrepresentation to the Company; or
 - 13.11.3** failure to provide information required by the Company in a timely manner in



relation to any verification process applied by the Company to your Registration Data.

- 13.12** The Company can recover any financial detriment caused by your material breach of these terms.
- 13.13** If the terms are terminated due to an event of default, we may close or cancel any of your open positions without notice, based on the current quote available on the platform. If any market is closed for any reason, we will do so at the next available quote reasonably provided by the Company when the market reopens.
- 13.14** You acknowledge and agree that if there is insufficient equity in your account to cover the margin requirement for your open positions, we have the right, though not the obligation, to close or partially close any or all open positions. The timing and circumstances of any margin call can vary, so no assumptions should be made regarding future margin calls based on previous events. Once your equity falls below the required maintenance margin, the Company may grant you additional time to add funds to your account or to close your positions. If the positions remain open at the end of this grace period and no funds have been added, the positions or a portion of them will be closed at the available price on our platform at that time. You acknowledge that this may lead to further losses. Additionally, you accept that it is your sole responsibility to monitor your open positions at all times and ensure you have sufficient funds to maintain them or decide to close them.
- 13.15** In the event of termination or cancellation of these terms, we will promptly return to you the net balance of any funds remaining in your account. We will forward any such net balances directly to you
- as directed by you, or
 - by transferring such funds directly to your remitting account as notified to us.
- 13.16** In the event that you fail to provide instructions we shall forward such funds (at our sole discretion) directly to your remitting account as notified to us.
- 13.17** The amount to be remitted to you shall be the net balance of your account less
- any and all monies due to us from you pursuant to the terms; and
 - any and all taxes and other sums that we are required to withhold from such remittance in accordance with applicable law.
- 13.18** The rights outlined in this Section are in addition to, and not in limitation or exclusion of, any other rights that a non-defaulting party may possess, whether by agreement, operation of law, or otherwise.
- 13.19** Upon expiry, cancellation or termination of these terms you shall immediately cease to use or have access to the platform (in any format) and shall promptly return all our materials at your own risk and expense.
- 13.20** Termination of these terms for any reason will:
- 13.20.1** be without prejudice to any obligation or right of any party which has accrued prior to such expiry or termination (or will thereafter accrue in respect of the period before such expiry or termination); and
- 13.20.2** not affect any provision of these terms which is expressly or by implication intended to come into effect on, or to continue in effect after such termination.
- 13.21** Any suspension or termination of these terms will not affect any obligations that



either party may have already incurred regarding any outstanding transactions or any legal rights or obligations that may have arisen under these terms or any dealings made thereunder.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 You acknowledge that all Intellectual property rights in the platform are owned by a third-party service providers, or our licensors.
- 14.2 You will not:
 - 14.2.1 copy, record, translate or amend any of the platform, or any part of it;
 - 14.2.2 reverse engineer, disassemble, or otherwise attempt to derive the source code for the platform, in whole or in part; and
 - 14.2.3 in any manner damage or impair any of the Intellectual Property Rights. You shall make your best efforts to protect the Intellectual Property Rights from infringement by third parties.
- 14.3 All copies, and any derivative works thereof (regardless of who created them), along with the associated goodwill and any Intellectual Property Rights, are and shall remain solely owned by us, third-party service providers, or our licensors.
- 14.4 Unless expressly permitted in these terms, you shall not:
 - 14.4.1 transfer, distribute or share the platform or any rights thereto under the terms;
 - 14.4.2 separate any part of the platform, or separately use any part thereof on any equipment, hardware or system whatsoever;
 - 14.4.3 copy remove or destroy any banners, logos or marks placed upon or contained within the platform;
 - 14.4.4 enable unauthorized parties to use the platform;
 - 14.4.5 attempt to reconstruct or discover any computer code, underlying ideas, or computer programming of the platform by any means whatsoever;
 - 14.4.6 allow others to use the platform for the benefit of third parties;
 - 14.4.7 work around any technical limitations in the platform, or use any tool to enable features or functionalities that are otherwise disabled in the platform;
 - 14.4.8 use similar processes and functions to develop competing features or functions with the platform; or
 - 14.4.9 use the platform or any Financial Data to conduct any fraudulent, inappropriate or illegal activities, including without limitation deceptive impersonation.

15. REGISTRATION DATA

- 15.1 To use the trading platform, you must register by providing the necessary registration data.
- 15.2 You agree and undertake to:
 - 15.2.1 provide true, accurate, current and complete registration data as prompted by



the registration process;

15.2.2 maintain and promptly update your registration data to ensure it remains current and complete by emailing any changes to us.

15.3 We may conduct various checks, including but not limited to identity verification, fraud prevention measures, and assessments of your current and past investment activity, as we deem appropriate. Your registration data and other information may be utilized for the prevention of money laundering and for managing your account. You authorize us to use your registration data and other information to carry out these checks related to your application. We or agents acting on our behalf may share your details with group companies and other organizations, such as regulatory bodies and law enforcement agencies. We are committed to using your data in accordance with our Privacy Policy.

15.4 We reserve the right to periodically request additional and updated documentation and/or data from you to ensure that our records remain current. This does not exempt you from the responsibility to promptly inform us of any changes to your personal situation.

15.5 You agree that your application will not be accepted until the required registration data and various identification and verification documents have been received, and all checks have been satisfactorily completed. Until the Client acceptance procedure is finalized, only a demonstration account will be available for use. For clarity, please note that even after submitting all requested documentation, your application may still be rejected.

15.6 In the event that we become aware of any potential illegal activity or impropriety in the registration data, in our reasonable opinion, we may suspend your account. Should such an event occur, we may not be able to release funds for legal reasons and may not be able to accept further instructions from you. We reserve the right to cancel trades if you are in breach of this paragraph.

15.7 Each time you enter into a transaction with the Company you agree to the following:

15.7.1 all information you have provided to us (both in your registration data and thereafter) is true, accurate, and complete in all material respects;

15.7.2 you agree to be bound by the terms and conditions set forth;

15.7.3 you have read and fully understood these terms, as well as the Account Opening Agreement, Anti-Money Laundering (AML) Policy, Client Categorization Policy, Conflicts of Interest Policy, Risk Disclosure, Complaints Procedure, Order Execution Policy, and Privacy Policy;

15.7.4 you as an individual are 18 years of age or older;

15.7.5 you are making each and every trade on your own behalf as the principal party;

15.7.6 you do not possess any inside information relevant to the transaction, and the transaction has not been conducted to create any false or misleading impressions regarding the market or the underlying instruments involved; and

15.7.7 you are duly authorized to place any trade.

15.8 We will engage with you solely on an execution-only basis at all times. Please be advised that we will not provide any advice regarding the merits or suitability of entering into these terms. Additionally, we will not offer any tax advice. If you have any



uncertainties regarding the terms, you should seek your own independent advice.

16. CONFIDENTIALITY

16.1 The obligations of the Company regarding Client confidentiality, as outlined in the Privacy Policy, shall not apply to information that any party is required to disclose by law, by a court of competent jurisdiction, or by any government agency or regulatory body lawfully requesting such disclosure. However, to the extent not prohibited by law or by order of a court, government agency, or regulatory body, you must promptly notify us and consult with us in advance regarding the timing and content of such disclosure.

17. PRIVACY POLICY

17.1 We collect and use your personal data in accordance with our Privacy Policy, which is an integral part of these terms and is available on our website.

17.2 By entering into these terms, you are providing us with personal information and consenting to our processing of such information for the purposes of fulfilling our obligations under these terms and managing the relationship between you and us. You agree that we may share your personal information with third parties for these purposes, and we may also utilize the information for analysis and to enhance our products and services in accordance with our Privacy Policy.

18. FORCE MAJEURE EVENTS

18.1 We may, in our reasonable opinion, determine that a Force Majeure Event exists. A Force Majeure event will include, but is not limited to, the following:

18.1.1 any act, event, or occurrence (including, without limitation, any strike, riot, civil unrest, act of terrorism, war, industrial action, or acts and regulations of any governmental or supranational bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the financial instruments with respect to which we operate on the platform;

18.1.2 the suspension or closure of any exchange, or the nationalization, government sequestration, abandonment, or failure of any Instrument on which we base, or to which we in any way relate, our quotes; or the imposition of limits, special conditions, or unusual terms on trading in any such market or related to any such event.

18.1.3 the occurrence of an excessive movement in the level of any transaction and/or exchange, or our reasonable anticipation of the occurrence of such a movement;

18.1.4 any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment



failure; or

18.1.5 the failure of any relevant supplier, financial institution, intermediate broker, agent, or principal of ours, custodian, sub-custodian, dealer, exchange market, clearing house, or regulatory or self-regulatory organization, for any reason, to perform its obligations.

18.2 If we determine that a Force Majeure event exists, we may, at our absolute discretion, without notice and at any time, acting reasonably, take one or more of the following steps:

18.2.1 alter your margin requirements, which may result in you being required to provide additional margin;

18.2.2 close all or any of your open transactions at such closing prices as we reasonably believe to be appropriate;

18.2.3 suspend or modify the application of all or part of the term to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply with it; or

18.2.4 alter the trading hours for a particular transaction;

18.2.5 void all open transactions in affected instruments.

18.3 You agree that we will not be liable in any way to you or to any other person in the event of a Force Majeure Event. The parties shall be released from all responsibilities for partial or full non-fulfillment, as well as for improper fulfillment of the obligations under these terms, if such non-fulfillment or improper fulfillment was a result of a Force Majeure event.

19. DORMANT ACCOUNTS

19.1 If, for a period of six (6) consecutive calendar months, there is no activity in your account (including deposit, withdrawal, access into the trading account, or trading transactions), then the account shall be classified as “dormant”.

19.2 Any remaining funds held in dormant accounts continue to be considered as Client money, and therefore the treatment continues to be subject to the same controls and procedures for the protection of Client money applied by the Company.

19.3 Following the classification of your account as dormant, your account will remain inactive until you log in to your account.

19.4 The Company reserves the right to terminate dormant accounts and/or to ask you to submit documentation in order to start using your account again.

20. NOTICE

20.1 You acknowledge and agree that the Company may communicate with you by email, SMS, letter or telephone, including for operational reasons, as it deems appropriate and at its sole discretion.



- 20.2** You agree to receive telephone calls from the Company at your last updated telephone number recorded in our system at an appropriate time of the day and the Company agrees to reschedule such calls to an alternative date and/or time should you so request.
- 20.3** You additionally agree that we may keep records of our telephone conversations with you. You accept such recordings as conclusive evidence of the instructions/requests or conversations as recorded.
- 20.4** You acknowledge that, under no circumstances, will the Company's representatives provide investment advice or request that you provide them with sensitive information such as passwords and payment methods information.
- 20.5** You further acknowledge that telephone calls are not a guaranteed service, and that no assumptions should be made regarding the frequency and/or purpose of such calls. Should you decide not to receive telephone calls, you can contact Customer Support with this request.
- 20.6** If a communication from the Company is personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this Section, such communication shall be deemed delivered the next business day after transmission (and the sender shall bear the burden of proof of delivery); if provided by telephone, such communication shall be deemed received once the telephone conversation has concluded; if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered upon receipt; and if sent by registered mail pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.
- 20.7** Any party to these terms may change its address by providing notice thereof in accordance with this Section, or as otherwise permitted by these terms.

21. DISPUTE RESOLUTION

- 21.1** All the disputes and differences arising between the Client and the Company in the course of execution of these terms will be settled by way of negotiations.
- 21.2** In case it is impossible to settle a dispute between the Client and the Company in the course of negotiations, the dispute will be settled by way of examination of the claim.
- 21.3** The procedure for filing and considering a claim is carried out in accordance with the Complaints Procedure Policy placed on the website.

22. APPLICABLE LAW AND JURISDICTION

- 22.1** These terms shall be construed and enforced in accordance with the laws of St. Lucia and any other applicable jurisdictions at the Company's discretion, that may be affected by the performance of these terms.
- 22.2** The Company shall be entitled to take proceedings against the Client in any other



competent jurisdiction, and the taking of proceedings in any one or more jurisdictions will not preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

- 22.3** The process by which any proceedings are initiated may be served on you by being delivered to the address you provided when you opened your account or to any new address subsequently notified to us. Nothing in these terms affects our right to serve process in any other manner permitted by law.

23. LIMITATION OF LIABILITY

- 23.1** You are responsible for all liabilities, losses, or costs of any kind or nature whatsoever that may be incurred by us as a result of any failure by you to perform any of your obligations under these terms, in relation to any transaction, or concerning any false information or declaration made either to us or to any third party. You acknowledge that this responsibility extends to our legal and administrative costs and expenses incurred in taking any legal or investigatory action against you, or in instructing any debt collection agency to recover monies owed by you to us.
- 23.2** The Company shall not be liable:
- 23.2.1** for any loss, expense, cost or liability (together “loss”) suffered or incurred by you unless and to the extent that such loss is suffered or incurred as a result of our negligence or willful default;
 - 23.2.2** for any indirect loss or damage (whether for loss of future profit, loss of business or otherwise), costs, expenses or other claims for compensation whatsoever (howsoever caused) which arise out of or in relation to these terms; or
 - 23.2.3** for any loss suffered or incurred by you as a result of any error in any order or instruction which is, or appears to be, from such authorized person.
- 23.3** Nothing in this Section will exclude, limit or restrict either party's liability for fraud or fraudulent misrepresentation committed by that party (or its officers, agents or employees).
- 23.4** You acknowledge that the platform has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the platform meet your individual requirements.
- 23.5** You acknowledge that the platform may not be free of bugs or errors and you agree that the existence of any minor errors shall not constitute a breach of any of the terms.
- 23.6** The terms outline the full extent of our obligations and liabilities regarding the supply of the platform. In particular, there are no conditions, representations, or other terms, whether expressed or implied, that are binding on us except as specifically stated in these terms.
- 23.7** You shall hold us harmless for all liabilities that we suffer or incur as a direct or indirect result of a breach by you of your obligations under these terms, or as a result of our exercising our rights in relation to the provisions within these terms, unless such liabilities are suffered or incurred due to our negligence or willful default. You shall also hold us harmless against all losses that we may incur as a result of any error in any



instruction given to us by any authorized person or our acting on any instruction that is, or appears to be, from an authorized person. You agree to promptly pay us all damages, costs, and expenses, including legal fees, that we have incurred in enforcing any of the provisions of these terms and any other agreements we have with you. Unless the Company has been negligent, we shall not be held liable and are released by you from all claims and losses arising out of:

- 23.7.1** any delay, failure or error by you in implementing any reasonable instruction we have provided to you;
- 23.7.2** any inaccurate or incomplete instructions received from you;
- 23.7.3** any reliance on or use by you or any other third party with access to your account of any financial data that has been provided on a best endeavors basis, whether for completing a transaction on the platform or for any other purpose whatsoever.

Provided that we promptly notify you in writing of any such claim and allow you to participate, at your own expense, in the defense of that claim, you shall not enter into any settlement or compromise of such a claim without our prior written consent.

24. DISCLAIMER

24.1 We, specifically, do not warrant that:

- 24.1.1** the platform will meet your individual requirements;
- 24.1.2** your equipment, Software, and communication connections will be compatible with the hardware and software we employ to provide the platform;
- 24.1.3** the use of the platform will be uninterrupted, secure or error-free;
- 24.1.4** we will be able to prevent third party disruptions of and to the operation of the platform;
- 24.1.5** errors will be corrected in the platform; or
- 24.1.6** we will detect every bug in the platform.

24.2 Alert messages are sent through public telecommunications facilities and you acknowledge that we do not warrant your communication device(s) will be compatible with the Alert messages sent to you or that you have operated the Alert message facility correctly. We cannot guarantee your device is able to receive such messages. Should you select 2 (two) or more means of receiving alert messages, we reserve the right to send the message via one or more, at our sole discretion.

24.3 We hereby further disclaim any, and shall have no, liability resulting from or related to any:

- 24.3.1** disruption of your connections to the internet or communication failures or delays,
- 24.3.2** loss to or corruption of any of your data or records, whether stored on the platform or not, or lack of back-up thereof,
- 24.3.3** security breaches resulting in part or in whole from third-party Software or networking goods or services or from actions or events outside of our reasonable control,



- 24.3.4 provision of security-related services that we may voluntarily provide outside the scope of the term; and
- 24.3.5 use of the platform that is not in strict compliance with these term, or any technical documentation we provide to you or make available to you by any other means, including without limitation, on our Website.
- 24.4 With respect to any financial data or other information that we or any third party service provider provide to you in connection with your use of the platform:
 - 24.4.1 except as a result of the Company's negligence, we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect;
 - 24.4.2 except as a result of the Company's negligence, we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information;
 - 24.4.3 you will use such data or information solely in accordance and for the purposes set forth in these term;
 - 24.4.4 such data or information is proprietary to us and to third party providers as applicable, and you will not re transmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by applicable regulations; and
 - 24.4.5 you will use such data or information solely in compliance with any applicable laws and regulations.

25. REPRESENTATIONS AND WARRANTIES

- 25.1 You hereby represent, guarantee, and agree that each such representation and warranty is deemed repeated each time you open or close a transaction by reference to the circumstances prevailing at such time, that:
 - 25.1.1 the information provided to us in your application form and at any time thereafter is true and accurate in all respects;
 - 25.1.2 you are duly authorized to execute and deliver these terms, to open and to close each transaction and to perform your obligations hereunder and thereunder and have taken all necessary action to authorize such execution, delivery and performance;
 - 25.1.3 you will enter into these terms and open and close each transaction as the principal party;
 - 25.1.4 any individual representing you in the opening or closing of a transaction will have been duly authorized, and if you are a Company, partnership, or trust, the person entering into these terms on your behalf is authorized to do so;
 - 25.1.5 you have obtained all necessary governmental and other authorizations and consents related to these terms, as well as for opening or closing transactions. These authorizations and consents are valid and in full effect, and all their conditions have been and will continue to be complied with;
 - 25.1.6 execution, delivery, and performance of these terms and each transaction will



not violate any applicable law, ordinance, charter, by-law, or rule relevant to you, the jurisdiction in which you reside, or any agreement to which you are bound or that affects any of your assets;

- 25.1.7** except in exceptional circumstances, you will not transfer funds to your account(s) with us from, or request transfers from your account(s) to, any bank account other than the one specified in your account opening form or as otherwise agreed upon by us. We will determine the existence of exceptional circumstances from time to time;
- 25.1.8** if you are an employee or contractor of a financial services firm or any other firm with controls over the financial transactions involving its employees and contractors, you must provide us with proper notice of this and any restrictions that apply to your dealings;
- 25.1.9** you will use our bid and offer prices solely for your own trading purposes and agree not to redistribute these prices to any other person, whether for commercial or any other purposes;
- 25.1.10** you will use the services we offer under these terms in good faith. To this end, you will not utilize any electronic devices, software, algorithms, trading strategies, or arbitrage practices (including but not limited to latency abuse, price manipulation, or time manipulation) that aim to manipulate or gain an unfair advantage from how we construct, provide, or convey our bid or offer prices. Furthermore, you agree that using any device, software, algorithm, strategy, or practice in your dealings with us that results in you not being subject to any downside market risk will be considered evidence of taking unfair advantage of us;
- 25.1.11** you will use the services we offer under these terms in good faith. To this end, you will not utilize any electronic devices, software, algorithms, or trading strategies that aim to manipulate or take unfair advantage of the Software;
- 25.1.12** you shall not utilize any automated software, algorithms, or trading strategies except in strict accordance with the terms outlined herein;
- 25.1.13** you shall not submit or request information electronically from us in any manner that could potentially strain or overload the Software;
- 25.1.14** you shall not, nor attempt to, reverse-engineer the Software, our website(s), or mobile applications;
- 25.1.15** you shall provide us with all information reasonably required to fulfill our obligations under these terms, as well as any information that we may reasonably request from you periodically to ensure compliance with applicable regulations;
- 25.1.16** you shall not open or close a transaction, nor place an order that violates any primary or secondary legislation or any laws pertaining to insider dealing or market manipulation.
- 25.2** Except in the case of our misconduct, willful default, or negligence, we make no warranties regarding the performance of our website(s), the Software, or any other software, nor their suitability for any equipment you may use for any specific purpose.
- 25.3** Any breach by you of a warranty provided under these terms renders any transaction voidable from the outset and allows us, at our absolute discretion, to close the transaction at our prevailing prices.



25.4 Should we have reasonable grounds to suspect that you have breached a warranty under these terms, we reserve the right to render any transaction voidable from the outset or to close it at our prevailing prices, at our absolute discretion. This action will remain in effect unless you provide evidence satisfactory to us that disproves the alleged breach of warranty that led to our action. For clarity, if you do not provide such evidence within three months from the date we initiate action under these terms, all associated transactions will be deemed final and null and void between you and us.

26. RECORDS

26.1 Our records, unless proven otherwise, shall serve as evidence of your dealings with us in connection with the platform. You acknowledge that you are responsible for your own record-keeping obligations and will not rely on us to fulfill these responsibilities.

26.2 While we may make records available to you upon request at our discretion, you shall not object to the admissibility of our records in any legal or regulatory proceedings where they may be required as evidence.

27. RELATIONSHIP BETWEEN THE PARTIES

27.1 You will engage in each transaction with us as a principal party and not as an agent for any third party. Unless we have expressly agreed otherwise in writing, we will regard you as our Client for all purposes, and you will bear direct and personal responsibility for fulfilling your obligations under each transaction you undertake. Should you act in connection with or on behalf of another individual, whether or not you disclose their identity to us, we will not recognize that individual as our customer and will have no obligations to them unless a specific written agreement has been established.

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

27.3 You acknowledge that, unless otherwise stated in the terms, we are not obligated to monitor or provide advice regarding the status of any transaction.

27.4 You hereby acknowledge and declare that, with respect to all dealings conducted by you on the platform, you rely solely on your own judgment in opening, closing, or refraining from opening or closing a transaction. Except in cases of negligence, we shall not be liable for any losses, including, but not limited to, indirect losses or loss of opportunity or profits arising from any failure on your part to achieve anticipated profits. This includes any costs, expenses, or damages suffered by you due to any inaccuracies or mistakes in the information provided to you on a best endeavors basis, including information related to your transactions with us. The financial data provided to you is for your convenience only and does not constitute financial or investment advice.

27.5 Subject to our right to void or close any transaction under the specific circumstances



outlined in these terms, any transaction you initiate following such inaccuracies or mistakes shall nonetheless remain valid and binding in all respects for both you and us.

- 27.6** Before you commence trading with us, you acknowledge that you are fully aware of all spreads, fees, commissions, interest, and other charges for which you will be liable under these terms. These charges may impact your trading account balance, affect your net profits (if any), or increase your net losses, as applicable.

28. SEVERABILITY

- 28.1** If any provision of these terms is determined by a court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of these terms, which will continue to be in full force and effect.

29. ADDITIONAL SERVICES

- 29.1** You acknowledge that we may provide the platform to other parties, and agree that nothing herein will be deemed or construed to prevent us from providing such services.

30. WAIVER

- 30.1** Any failure to exercise, or any delay in exercising, a right or remedy provided by these terms or by applicable law or equity (including the continued performance of these terms) shall not be construed as a waiver of that right or remedy, nor shall it constitute a waiver of any other rights or remedies. Furthermore, a waiver of a breach of any of these terms shall not be interpreted as a waiver of any subsequent breach and shall not affect the enforceability of the remaining terms.

31. ASSIGNMENT

- 31.1** You may not assign or transfer any of your rights or delegate any of your obligations under these terms, whether by operation of law or otherwise, either on a permanent or temporary basis to any third party without our prior written consent.
- 31.2** You acknowledge and agree that we may assign our rights or obligations under these terms to a successor of all or substantially all of our business or assets without requiring prior written consent. Subject to the foregoing, these terms shall bind and inure to the benefit of the parties and their respective successors, and are not intended to confer any rights or remedies to any other entity or individual.



32. CONFLICTS OF INTEREST

32.1 We provide the platform for trading and do not engage in any competing activities that could create a conflict of interest with our Clients or among Clients.

32.2 For further information, please refer to our Conflict of Interest Policy, which is incorporated into these terms and can be found on our website.

33. AMENDMENTS

33.1 We reserve the right to amend these terms at any time.

33.2 We may amend any of these terms for reasons including but not limited to the following:

33.2.1 Where the Company reasonably believes that the amendment would enhance the clarity of the terms;

33.2.2 To cover:

- The involvement of any service or facility offered by the Company to the Client;
- The introduction of a new service or facility; the replacement of an existing service or facility with a new one; or
- The withdrawal of a service or facility that has become obsolete, is no longer widely used, has not been utilized by you at any time in the previous year, or has become prohibitively expensive for the Company to provide.

33.2.3 To enable the Company to make reasonable changes to the services offered to the Client as a result of changes in:

- The banking, investment or financial system; or
- Technology; or
- The systems and platforms utilized by the Company to conduct its business or provide the services outlined herein.

33.2.4 If the Company determines that any term within these terms is inconsistent with applicable regulations, it will not enforce that term. Instead, it will treat it as if it reflects the relevant regulations and will update these terms accordingly to align with the applicable regulations.

33.3 For any changes to these terms, the Company shall provide you with prior notice. However, you acknowledge that changes made to reflect modifications in applicable regulations may take effect immediately, if necessary. If you do not wish to accept the proposed changes to these terms, you may request to terminate your agreement.

33.4 Any amended agreement shall supersede all prior agreements between the parties regarding the same subject matter and shall govern any positions and transactions initiated after, or outstanding on, the effective date of the new edition.



34. DEFINITIONS AND INTERPRETATIONS

Abusive Trading:	Includes actions such as placing ‘buy stop’ or ‘sell stop’ orders before financial data releases, engaging in arbitrage, market manipulations, using a combination of faster/slower feeds, abusing the trade cancellation feature on the platform, or unauthorized use of software applying artificial intelligence analysis to Company’s systems and platforms.
Access Data:	Refers to the Client's login and password, required to access and use the platform(s), along with any other secret codes issued by Company to the Client.
Account Opening Application Form:	The form completed by the Client to apply for Company’s services, which helps Company obtain necessary identification and due diligence information, including the Client’s categorization and suitability in accordance with applicable regulations.
Account Opening Contract	An agreement that regulates in detail the Company's actions related to the opening and management of the Client's account(s) in addition to these terms.
Affiliate:	Any entity that directly or indirectly controls, is controlled by, or is under common control with Company; ‘control’ involves the power to direct or cause the direction of the management and policies of the entity.
Agreement:	This term including its Appendices, and documents such as the Anti-Money Laundering (AML) Policy, Client Categorization Policy, Conflicts of Interest Policy, Risk Disclosure, Complaints Procedure, order Execution Policy and Privacy Policy, as amended periodically.
Ask:	The higher price in a Quote at which the Client may buy.
Balance:	The total financial result in the Client account after the last completed transaction and depositing/withdrawal operation at any period of time.
Banned Jurisdictions:	Any jurisdiction that national or international organizations consider high-risk for Anti-Money Laundering (AML) purposes, or any jurisdiction subject to sanctions or restrictions imposed by



international organizations and/or policy-making bodies.

Base Currency:	The first currency in a Currency Pair against which the Client buys and sells the Quote Currency.
Bid:	The lower price in a Quote at which the Client may sell.
Business Day:	Any day that is not a Saturday, a Sunday, or a public holiday in the jurisdiction where Company's operations are based.
Client account:	The unique personalized account of the Client consisting of all completed transactions, open positions, orders on the platform, balance of money, and deposit/withdrawal transactions.
Closed Positions:	Positions that have been closed by the Client, opposite of Open Positions.
Completed transaction in a CFD:	Consists of two counter deals of the same size (opening a position and closing a position): buying then selling and vice versa.
Contract Specifications:	The principal trading term for each type of CFD as determined by Company from time to time, including spread, swaps, lot size, margins, minimum levels for placing orders, financing charges, etc.
Credit facility:	A fixed amount determined by Company at its sole discretion and allocated to the Client account. The credit facility will increase Client's trading resource, and this will allow him to create additional open positions. However, it may not be used to pay realized losses which are due immediately. The provision of a credit facility by the Company to the Client is regulated by a separate Credit Facility Agreement.
Currency Pair:	Represents the underlying asset of a CFD transaction based on the change in the value of one currency against another, consisting of two currencies—the Quote Currency and the Base Currency—and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.
Effective date	The day on which the Client is informed by the Company of his successful account setup, as evidenced by the provision of account details and login credentials to the Client.



Equity:	The Balance plus or minus any Floating Profit or Loss that derives from an Open Position, calculated as: $\text{Equity} = \text{Balance} + \text{Floating Profit} - \text{Floating Loss}$.
Essential Details:	Required details for Company to be able to place an Order, including type of Underlying Asset, Buy/Sell direction, opening and closing prices, order style, volume, intended price for Pending orders , and any Stop Loss or Take Profit.
Expert Advisor:	An automated trading system designed to facilitate trading on electronic platforms by alerting the Client of trading opportunities or by managing all aspects of trading operations automatically.
Floating Profit/Loss in a CFD:	Current profit or loss on Open Positions calculated at the current quotes, factoring in any commissions or fees applicable.
Free Margin:	The funds available in the Client account that may be used to open a new position or maintain open positions, calculated as: $\text{Free Margin} = \text{Equity} - \text{Necessary Margin}$.
Initial Margin for CFD Trading:	The required margin that must be maintained by the Client to open a position.
Hedge Margin for CFD Trading:	The margin required to open and maintain matched positions.
Leverage for CFD Trading:	The ratio of transaction Size to Initial Margin, indicating how much less the Initial Margin is compared to the transaction Size, such as a 1:100 ratio.
Liquidity Provider:	An intermediate broker, a bank, a market, a settlement agent, a clearing house or an OTC Counterparty.
Long Position for CFD Trading:	A buy position that appreciates in value if underlying market prices increase, such as buying the Base Currency against the Quote Currency in Currency Pairs.
Lot:	A unit measure of the transaction amount specified for each Underlying Asset of a CFD.
Lot Size:	The number of underlying assets in one Lot of a CFD.
Margin:	Guarantee funds required to open or maintain Open Positions in a



CFD transaction.

Margin Call:	A situation when Company informs the Client to deposit additional Margin when the Client does not have enough Margin to maintain open positions.
Margin Level for CFD Trading:	The percentage of Equity to Necessary Margin ratio, calculated as: $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) * 100$.
Trading Margin for CFD Trading:	A leverage scenario where the Client can make transactions with less funds on the Client account compared to the transaction Size.
Matched Positions for CFD Trading:	Long and Short Positions of the same transaction Size opened on the Client account for the same CFD.
Necessary Margin for CFD Trading:	The margin required by Company to maintain open positions.
Normal Market Size for CFD Trading:	The maximum number of units of the underlying asset that Company transmits for execution.
Open Positions:	Any contract which has not been closed by the Client, which may be a Long Position or a Short Position in CFD trading.
Order:	An instruction from the Client to Company to trade in CFDs as specified by the Client.
Order Level for CFD Trading:	The specified price in an order.
Platform:	The electronic mechanism operated and maintained by the Company, including trading platforms, computer devices, software, databases, telecommunication hardware, and technical facilities, which facilitate trading activity of the Client via the Client account.
Politically Exposed Persons (PEP)	Individuals who are or have been entrusted with prominent public functions within the Saint Lucia or in a foreign country, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials and also persons who are or have been entrusted with a prominent



function by an international organization, refers to members of senior management or individuals who have been entrusted with equivalent functions, i.e. directors, deputy directors and members of the board or equivalent functions; family members are individuals who are related to a PEP either directly (consanguinity) or through marriage or similar (civil) forms of partnership; close associates are individuals who are closely connected to a PEP, either socially or professionally.

Quote:	Current price information for a specific Underlying Asset, shown in the form of Bid and Ask prices.
Quote Currency:	The second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.
Quotes Base in Relation to CFD Trading:	Quotes Flow information stored on the Server.
Quote Flow:	The stream of Quotes on the platform for each CFD.
Services:	The Services specified in this Agreement which the Company offers to the Client at its sole discretion
Short Position for CFD Trading:	A sell position that appreciates in value if underlying market prices fall, such as selling the Base Currency against the Quote Currency in Currency Pairs.
Slippage:	The difference between the expected price of a transaction in a CFD, and the price at which the transaction is actually executed, often occurring during periods of higher volatility. The Company has measures in place to reduce the occurrence and impact of slippage.
Spread for CFD Trading:	The difference between the Ask and Bid prices of an Underlying Asset in a CFD at any given moment.
Swap or Rollover for CFD Trading:	The interest added or deducted for holding a position open overnight.
Third Parties:	Qualified and duly trained persons (natural persons or legal entities) which the Company in its sole discretion may use, employ or appoint for the purpose of mediating in the execution of orders and the conclusion of transactions for the Client.



Trailing Stop in CFD Trading:	A stop-loss order set to adjust as market prices fluctuate, securing gains or limiting losses by maintaining a specified percentage below the market price for a long position, or above for a short position.
Transaction:	An act of trading by the Client in a CFD.
Transaction Size for CFD Trading:	The total volume of the trade, calculated as Lot Size multiplied by the number of Lots.
Underlying Asset:	The asset upon which a CFD is based, which may include Currency Pairs, Metals, Equity Indices, Forwards, Commodities, or others as specified by the Company.
Underlying Market:	The market where the Underlying Asset of a CFD is traded.
Website:	The main digital communication platform used by the Company for interaction with its Clients, located at https://fxjmarkets.com/ or any other website as the Company may operate from time to time.