

USAGE TERMS AND POLICIES

1. INTRODUCTION AND LEGAL FRAMEWORK

1.1 Parties to this Agreement

This Usage Terms and Policies document (the “**Agreement**”) constitutes a legally binding arrangement governing the relationship between the service provider and any individual or entity accessing its services.

(a) The “**Company**” refers to **BROKERZA**, a duly incorporated and legally operating entity under **FINCORE LTD.**, including its affiliates, subsidiaries, directors, officers, employees, agents, and authorized representatives acting on its behalf in connection with the provision of services.

The Company is registered at **Rue de la Paix, Quartier Cala Kuu, Moroni, Grande Comore, Comoros**, under company registration number **69657IBC**.

The Company holds an International Brokerage License, bearing **License Number 581697145**, issued by the **International Regulatory Authority of Grande Comore (IRAGC)** in accordance with the applicable laws governing **International Business Companies in Grande Comore**.

(b) The “**Client**” refers to any individual or legal entity that registers for, accesses, or utilizes the Company’s services, platforms, or products, and who agrees to comply with the provisions set forth in this Agreement.

(c) The Company and the Client shall collectively be referred to as the “**Parties**”, and individually as a “**Party**.” Each Party acknowledges and agrees to be bound by the obligations, rights, and responsibilities established herein.

1.2 Nature and Purpose of the Agreement

(a) This Agreement establishes the full legal and contractual framework governing the Client’s access to, interaction with, and use of all services, systems, platforms, tools, and products provided by the Company.

(b) It applies to all forms of engagement between the Parties, including but not limited to account registration, use of trading platforms, execution of transactions, communications, and any other activity conducted through the Company's infrastructure.

(c) By accessing or using the Company's services, the Client confirms that they have carefully reviewed, understood, and accepted all provisions of this Agreement, including any additional policies or documents incorporated by reference.

(d) This Agreement shall be deemed continuous in nature and shall apply to all present and future dealings between the Parties unless terminated in accordance with its terms.

1.3 Binding Effect and Legal Enforceability

(a) This Agreement shall become legally effective and enforceable upon the Client's acceptance, whether through registration, continued access, or use of the Company's services.

(b) The terms contained herein define the respective rights, obligations, liabilities, and responsibilities of both Parties and may be relied upon in any legal, regulatory, or dispute resolution proceedings.

(c) The Client acknowledges that electronic acceptance, including clicking an agreement button or continuing to use the services, constitutes valid and binding consent equivalent to a handwritten signature.

2. USER CONSENT AND ACKNOWLEDGMENT

2.1 Agreement to Terms

(a) By accessing or using any website, platform, or service operated by the Company (collectively referred to as the "**Services**"), the Client expressly agrees to be bound by this Agreement and all related policies.

(b) Continued use of the Services shall be deemed as ongoing acceptance of this Agreement, including any future amendments or updates introduced by the Company.

(c) If the Client does not agree with any part of this Agreement, they must immediately cease all use of the Services and refrain from further access.

2.2 Duty to Review and Seek Advice

- (a) The Client is solely responsible for thoroughly reviewing and understanding all provisions contained in this Agreement prior to engaging with the Company's services.
- (b) The Client is strongly encouraged to seek independent legal, financial, or professional advice where necessary to fully understand the risks and obligations involved.
- (c) The Company shall not be liable for any misunderstanding or misinterpretation of this Agreement by the Client.

2.3 Amendments and Modifications

- (a) The Company reserves the right to amend, revise, supplement, or otherwise modify this Agreement at any time at its sole discretion.
- (b) Any such changes shall take effect immediately upon being published on the Company's official website (<https://brokerza.com/>) or communicated through its official channels.
- (c) The Client bears full responsibility for reviewing this Agreement periodically. Continued use of the Services following any changes shall constitute acceptance of the revised terms.

3. APPLICATION AND INTERPRETATION

3.1 Scope of Applicability

- (a) This Agreement governs all services, products, and facilities offered by the Company, including but not limited to trading platforms, financial instruments, and associated tools.
- (b) The provisions herein apply to all Clients regardless of account type, activity level, or geographic location, subject to jurisdictional restrictions.

3.2 Language and Prevailing Version

- (a) All official documents, communications, and legal materials shall be issued in the English language.

(b) Any translated versions are provided solely for convenience and may not accurately reflect the original meaning.

(c) In the event of any inconsistency, the English version shall prevail and be considered legally binding.

3.3 Informational Disclaimer

(a) All information, content, and materials provided by the Company are for general informational purposes only.

(b) Such information does not constitute financial, legal, or investment advice and should not be relied upon as such.

(c) The Client acknowledges that any decisions made based on such information are undertaken at their own discretion and risk.

3.4 Jurisdictional Restrictions

(a) The Company's services are not intended for use in jurisdictions where such use would violate applicable laws or regulations.

(b) Without limitation, individuals located in the United States of America are strictly prohibited from accessing or using the Company's services.

(c) The Client is solely responsible for ensuring compliance with all applicable laws within their jurisdiction.

4. THE COMPANY

The Company operates in accordance with applicable laws and internal policies and retains full authority over the management and provision of its services.

(a) The Company reserves the right to approve or reject account registrations at its sole discretion without the obligation to provide justification.

(b) The Company may request verification of identity, financial capacity, and other relevant information to ensure compliance with regulatory and operational requirements.

(c) The Company shall not be responsible for determining whether its services are lawful in the Client's jurisdiction; such responsibility rests solely with the Client.

(d) The Company reserves the right to suspend, restrict, or terminate accounts where it reasonably suspects false information, unlawful activity, or breaches of this Agreement.

(e) The Company may delegate or assign its rights, obligations, or operational functions to affiliated entities or third parties as deemed appropriate.

5. THE CLIENT

The Client represents, warrants, and agrees to the following:

(a) They possess full legal capacity and authority to enter into this Agreement.

(b) All information provided to the Company is accurate, complete, and not misleading.

(c) The Client is solely responsible for all activities conducted through their account, including trading decisions and financial outcomes.

(d) The Client acknowledges the risks associated with trading and agrees that the Company shall not be liable for any losses incurred.

(e) The Client shall comply with all applicable laws and refrain from engaging in unlawful, fraudulent, or abusive conduct.

(f) The Client shall not permit unauthorized third parties to access or operate their account without prior written consent from the Company.

(g) The Client confirms that they are not a resident, citizen, or entity associated with restricted jurisdictions, including the United States, and are not acting on behalf of such persons.

(h) The Client agrees to maintain active communication with the Company through official channels and acknowledges that only registered contact details will be recognized.

6. INTELLECTUAL PROPERTY RIGHTS

- (a) All intellectual property associated with the Company's services, including but not limited to software, platforms, trademarks, content, and proprietary systems, remains the exclusive property of the Company or its licensors.
- (b) The Client is granted a limited, non-exclusive, non-transferable license to access and use the services strictly for personal and lawful purposes.
- (c) The Client shall not copy, reproduce, modify, distribute, reverse-engineer, or otherwise exploit any intellectual property without prior written consent.
- (d) Any unauthorized use shall constitute a violation of applicable laws and may result in immediate termination of access and legal action.
- (e) The Company reserves the right to monitor, record, and retain communications and activities for security, compliance, and evidentiary purposes.

7. PROVISION OF SERVICES

7.1 Scope and Nature of Services

The Company shall make available to the Client a range of financial and technological services designed to facilitate participation in online trading environments.

Such services may include, without limitation, access to electronic trading platforms, execution infrastructure, market data feeds, analytical tools, educational resources, customer support functions, and any additional features or services made available through the Company's official channels.

- (a) The availability, functionality, and scope of such services shall be determined exclusively by the Company and may vary depending on account type, jurisdiction, regulatory considerations, or operational constraints.
- (b) The Company reserves the absolute and unilateral right to enhance, modify, restrict, suspend, or discontinue any part of its services at any time, with or without prior notice, including but not limited to adjustments in fees, commissions, account structures, or service features.
- (c) The Client acknowledges that the continuous and uninterrupted operation of services cannot be guaranteed and that the Company shall not be held liable for any delays, interruptions, or failures arising from circumstances beyond its reasonable control, including

system malfunctions, infrastructure failures, third-party service disruptions, or force majeure events.

7.2 Permitted Use and Compliance

(a) Access to and use of the Company's services shall be strictly governed by this Agreement. Any activity conducted outside the scope of the authorized use described herein may be considered unauthorized and may result in immediate restriction or termination of access.

(b) Where a Client intends to engage in activities not expressly covered within this Agreement, prior written approval must be obtained from the Company.

(c) The Company reserves the right to reject, invalidate, or reverse any transactions or activities that do not comply with the procedures, policies, or operational requirements established herein.

7.3 Account Establishment and Maintenance

(a) The Company may offer multiple categories of accounts designed to accommodate varying levels of experience, financial capacity, and trading objectives.

(b) The Client acknowledges that the decision to open, maintain, or utilize any account rests solely with them and that such decision carries inherent financial and operational risks.

(c) The Client shall ensure that all information provided during registration and throughout the lifecycle of the account remains accurate, complete, and up to date.

(d) The Client agrees to comply with all applicable legal and regulatory requirements, including but not limited to anti-money laundering (AML), counter-terrorism financing (CTF), and Know Your Customer (KYC) obligations.

(e) The Company reserves the right to monitor, review, and audit account activity to ensure compliance and may take appropriate action where irregularities or suspicious activities are identified.

(f) The Client bears sole responsibility for maintaining sufficient account funding in accordance with the minimum requirements applicable to the selected account type.

7.4 Client Onboarding and Verification

The process of becoming an authorized Client shall be subject to the successful completion of all onboarding requirements established by the Company.

(a) This includes, but is not limited to:

- Submission of accurate registration details
- Verification of identity and residency documentation
- Completion of all compliance-related checks

(b) Access credentials, including account identifiers and login details, shall be issued only upon successful verification.

(c) The Company reserves the right to refuse, delay, or revoke account activation where verification requirements are not satisfactorily fulfilled.

7.5 Third-Party Service Providers

(a) Certain aspects of the Company's services, particularly those relating to payment processing, may be facilitated by third-party providers.

(b) The Client acknowledges that such providers operate under their own terms and conditions, which shall be binding independently of this Agreement.

(c) The Company shall not be held responsible for any acts, omissions, delays, or errors attributable to such third-party providers.

7.6 Trading Platforms and System Access

(a) The Company shall provide access to one or more proprietary or third-party trading platforms, which may include desktop, web-based, and mobile applications.

(b) The Company reserves the right to modify, replace, or discontinue any platform or system at its discretion.

(c) The Client acknowledges that access credentials are confidential and must not be shared, and that all activity conducted under such credentials shall be deemed authorized.

7.7 Risk Acknowledgment and No Guarantee of Returns

- (a) The Client expressly acknowledges that participation in financial markets involves substantial risk, including the potential loss of the entire invested capital.
- (b) The Company does not guarantee any level of profit, performance, or return.
- (c) The Client accepts full responsibility for all trading decisions and agrees that the Company shall not be liable for any financial losses incurred.

7.8 Educational Materials and Information

- (a) The Company may, at its discretion, provide educational content, research materials, or market commentary.
- (b) Such materials are provided solely for informational purposes and shall not be construed as financial advice.
- (c) The Company makes no representation as to the accuracy, completeness, or timeliness of such materials.

8. ACCOUNT STRUCTURE AND FEATURES

8.1 Access Rights and Limitations

The Client is granted a limited, personal, non-transferable, and non-exclusive right to access and use the Company's services strictly in accordance with this Agreement. Such access is conditional upon continued compliance with all applicable provisions, policies, and regulatory requirements.

8.2 Account Types and Classification

- (a) The Company provides a range of trading account categories (collectively referred to as "**Live Accounts**") designed to accommodate varying levels of experience, trading strategies, and financial capacity.

(b) The Live Accounts offered by the Company include, but are not limited to, the following categories:

- **Starter (\$100)**
- **Growth (\$500)**
- **Trader (\$2,500)**
- **Pro (\$10,000)**
- **Whale (\$50,000)**
- **Institutional (\$1M)**

(c) Each account type may differ in terms of features, including but not limited to minimum deposit requirements, spreads, commissions, leverage ratios, available instruments, execution conditions, and access to additional services or support.

(d) The Client acknowledges that it is their sole responsibility to select the account type that is appropriate for their financial circumstances, level of knowledge, and trading objectives.

8.3 Account Currency and Conversions

(a) Live Accounts may be denominated in various currencies as determined by the Company.

(b) Where the Client deposits or withdraws funds in a currency different from the account's base currency, such transactions shall be subject to automatic conversion at prevailing exchange rates.

(c) The Client acknowledges that currency conversion rates are subject to market fluctuations and that the Company shall not be liable for any losses arising from such fluctuations.

8.4 Account Availability and Modifications

(a) The Company reserves the right, at its sole discretion, to modify, enhance, replace, restrict, or discontinue any account type or its associated features at any time.

(b) Access to specific account types may be restricted based on jurisdictional limitations, regulatory considerations, or internal risk assessments.

(c) The Company is under no obligation to approve any application for account creation and may reject such applications without providing justification.

(d) Any request by the Client to modify account features or upgrade/downgrade account types shall be subject to prior approval and must be submitted through official communication channels.

8.5 Dormancy, Maintenance, and Account Closure

(a) The Company reserves the right to designate an account as inactive where no trading or account activity has occurred for a continuous period determined by the Company.

(b) In such cases, the Company may impose administrative or maintenance fees to retain the account.

(c) The Company further reserves the right to suspend or close any account that falls below the minimum balance threshold required to maintain an active trading account.

(d) The Client bears sole responsibility for ensuring that their account remains adequately funded and compliant with the requirements applicable to their selected account type.

9. JOINT ACCOUNTS

9.1 Establishment and Legal Nature of Joint Accounts

Joint accounts may be made available by the Company to two or more individuals or legal entities, subject to enhanced due diligence, verification procedures, and the Company's prior written approval.

(a) A Joint Account shall be defined as a single trading account held in the names of multiple authorized persons (the "**Authorized Signatories**"), each of whom shall have the capacity to act in relation to the account.

(b) All Authorized Signatories shall be deemed to have entered into this Agreement collectively and shall be bound jointly and individually by all provisions contained herein.

(c) The Company reserves the right, at its sole discretion, to accept or reject any application for a Joint Account without providing reasons.

9.2 Authority of Authorized Signatories

(a) Unless otherwise expressly agreed in writing and acknowledged by the Company, each Authorized Signatory shall have full and independent authority to:

- Access the Joint Account
- Execute trades and transactions
- Initiate deposits and withdrawals
- Provide instructions relating to the management of the account

(b) Any instruction, authorization, or action taken by one Authorized Signatory shall be deemed valid and binding upon all other signatories, regardless of internal arrangements between them.

(c) The Company shall not be required to verify whether such instructions have been approved by all Authorized Signatories.

9.3 Joint and Several Liability

(a) All Authorized Signatories shall be jointly and severally liable for all obligations, liabilities, losses, costs, and expenses arising in connection with the Joint Account.

(b) This includes, without limitation:

- Negative balances
- Trading losses
- Fees, commissions, and charges
- Any regulatory or legal liabilities

(c) Each Authorized Signatory agrees that the Company may pursue any one or more of them for the full amount of any outstanding obligation, without the need to first pursue other account holders.

9.4 Communications and Notices



- (a) The Company shall be entitled to communicate with any one of the Authorized Signatories in relation to the Joint Account.
- (b) Any communication, notice, or confirmation sent to one Authorized Signatory shall be deemed to have been effectively communicated to all.
- (c) The Company shall bear no responsibility for ensuring that such communications are shared among the Authorized Signatories.

9.5 Disputes Between Account Holders

- (a) The Company shall not be responsible for resolving any disputes, disagreements, or conflicts arising between Authorized Signatories.
- (b) In the event of conflicting instructions, the Company reserves the right to:
 - Suspend account activity
 - Restrict withdrawals
 - Require joint written instructions from all parties
- (c) The Company may, at its discretion, freeze or limit the account until such disputes are resolved.

9.6 Verification and Compliance Requirements

- (a) All Authorized Signatories shall be subject to full identity verification procedures, including submission of proof of identity and proof of address.
- (b) The Company reserves the right to request additional documentation at any time to ensure compliance with regulatory obligations.

9.7 Modification, Conversion, and Termination

- (a) Any request to modify, convert, or close a Joint Account must be submitted in writing and, unless otherwise determined by the Company, must be approved by all Authorized Signatories.

(b) Conversion of a Joint Account into an individual account shall only be permitted upon mutual consent and completion of all required procedures.

(c) Termination of the Joint Account shall not relieve any Authorized Signatory from obligations incurred prior to such termination.

9.8 Death, Incapacity, or Legal Restriction

(a) In the event of death, incapacity, or legal restriction affecting any Authorized Signatory, the Company must be notified immediately.

(b) The Company reserves the right to request official documentation before permitting any further activity.

(c) Remaining Authorized Signatories shall continue to bear full responsibility for the account unless otherwise determined by law.

9.9 Company Rights and Protective Measures

(a) The Company reserves the right to suspend, restrict, or terminate access to a Joint Account where it reasonably suspects:

- Fraudulent or unlawful activity
- Breach of this Agreement
- Conflicting instructions or operational risk

(b) The Company shall not be liable for any loss resulting from such actions.

10. ISLAMIC (SWAP-FREE) ACCOUNTS

10.1 Nature and Purpose of Islamic Accounts

Islamic (Swap-Free) Accounts are specialized account types structured to comply with the principles of Sharia law, specifically prohibiting the payment or receipt of interest (riba).

(a) These accounts are designed for Clients who require trading conditions aligned with Islamic financial principles.

(b) Instead of traditional swap or rollover charges, alternative fee structures may be applied.

10.2 Eligibility and Approval Process

(a) Access to an Islamic Account is subject to strict eligibility requirements and the Company's approval.

(b) The Client may be required to provide supporting documentation to substantiate eligibility.

(c) The Company reserves the right to accept or reject any application without providing justification.

10.3 Conditions of Use and Restrictions

(a) The Client agrees to use the Islamic Account strictly in accordance with its intended purpose.

(b) The Company may impose specific trading limitations, including but not limited to restrictions on holding positions beyond a defined period.

(c) The Client acknowledges that misuse of such accounts for arbitrage or financial advantage contrary to their intended purpose is strictly prohibited.

10.4 Monitoring and Compliance

(a) The Company reserves the right to continuously monitor Islamic Accounts to ensure compliance.

(b) Where misuse or abuse is identified, the Company may take corrective action without prior notice.

10.5 Conversion and Revocation Rights

(a) The Company reserves the right to revoke the Islamic status of any account at its discretion.

(b) The account may be converted into a standard trading account where non-compliance is identified.

10.6 Financial Adjustments and Corrections

(a) The Company reserves the right to:

- Recalculate or apply swap charges retrospectively
- Adjust account balances
- Reverse profits obtained under improper conditions

(b) The Client shall be liable for any resulting adjustments.

10.7 Liability for Misuse

(a) The Client shall bear full responsibility for any misuse of the Islamic Account.

(b) Any breach may result in:

- Financial penalties
- Account suspension or termination
- Legal action where applicable

10.8 No Guarantee of Religious Compliance

(a) The Company does not provide religious rulings or guarantees regarding Sharia compliance.

(b) The Client is responsible for ensuring that the use of the account aligns with their personal or religious obligations.

11. PAYMENT TRANSACTIONS

11.1 Account Funding (Deposits)

The Company facilitates the transfer of funds into a Client's trading account for the purpose of enabling participation in trading activities and maintaining sufficient account balance.

(a) Funding may be executed through various payment channels made available by the Company, including but not limited to bank transfers, card payments, electronic wallets, and other authorized financial systems. The availability of such methods may vary depending on jurisdiction, regulatory requirements, and internal policies.

(b) The Company retains full discretion to introduce, modify, restrict, or discontinue any funding method at any time without prior notice.

(c) All deposit transactions shall be subject to verification procedures, internal compliance checks, and third-party processing conditions, including but not limited to processing timelines, transaction limits, and applicable service fees.

(d) The Client bears sole responsibility for ensuring the availability of sufficient funds, the accuracy of transaction details, and the payment of any charges imposed by financial institutions or payment service providers.

(e) The Company reserves the unrestricted right to reject, suspend, reverse, or cancel any deposit transaction where it reasonably suspects fraud, illegality, non-compliance, or operational risk.

11.1.1 Authorized Use of Funding Channels

All payment methods provided by the Company are strictly intended for legitimate funding of trading activities. Any use of such methods for purposes unrelated to trading, including but not limited to unauthorized transfers, third-party facilitation, or misuse of payment systems, shall constitute a breach of this Agreement.

11.1.2 Payment Service Providers (PSPs)

The Client acknowledges that payment service providers may impose independent limits, conditions, and restrictions, including transaction thresholds and processing controls.

The Company shall not be responsible for limitations imposed by such providers, and the Client agrees to comply with all applicable requirements.

11.1.3 Verification and Source of Funds

The Client represents and warrants that all funds deposited originate from lawful sources and are not derived from any illegal, fraudulent, or unauthorized activity.

The Company reserves the right to:

- Request proof of source of funds
- Delay or block deposits pending verification
- Report suspicious transactions to relevant authorities

11.1.4 Currency Conversion and Processing

Where deposits are made in a currency different from the account denomination, automatic conversion shall apply at prevailing rates determined by financial institutions or payment providers.

The Client acknowledges that:

- Exchange rates fluctuate continuously
- Conversion discrepancies may occur
- The Company shall not be liable for such variations

11.1.5 Transaction Recording and Ownership of Records

All deposit transactions shall be recorded, monitored, and retained by the Company for operational, regulatory, and evidentiary purposes.

Such records shall remain the exclusive property of the Company and may be disclosed only where required by law or internal compliance obligations.

11.1.6 Chargebacks and Reversals

Any attempt by the Client to initiate a chargeback, payment reversal, or dispute through a financial institution without prior resolution with the Company shall constitute a material breach of this Agreement.

The Company reserves the right to:

- Immediately suspend or terminate the account
- Recover any resulting losses, fees, or damages
- Pursue legal remedies

11.1.7 Third-Party Transactions

Deposits made by or through third parties shall only be permitted upon submission of valid authorization, including but not limited to a notarized Power of Attorney and identity verification.

The Company reserves the right to reject any third-party transaction without explanation.

11.2 Profit Withdrawal (Withdrawals)

The Client may request the transfer of funds from their trading account, subject to compliance with all applicable requirements, including account verification, regulatory obligations, and operational conditions.

(a) Withdrawal requests shall only be processed where sufficient funds are available and all conditions are satisfied.

(b) The Company reserves the right to delay, reject, or suspend withdrawal requests where verification is incomplete, obligations remain outstanding, or irregular activity is detected.

11.2.1 Conditions for Withdrawal Processing

Withdrawal requests may be declined or delayed under circumstances including, but not limited to:

- Insufficient account balance
- Open or active trading positions
- Incomplete verification documentation
- Suspected fraudulent or unlawful activity

- Pending disputes, chargebacks, or compliance checks
- Failure to respond to Company communications

11.2.2 Verification and Compliance Requirements

The Company may require the Client to submit additional documentation to verify identity, source of funds, and legitimacy of the request.

Failure to comply may result in rejection or delay of withdrawal processing.

11.2.3 Payment Method Alignment

Withdrawals shall generally be processed through the same payment method used for the original deposit, unless otherwise approved by the Company.

11.2.4 Processing Timeframes

Withdrawal requests shall be processed within a commercially reasonable timeframe. However, the Client acknowledges that delays may occur due to third-party institutions, banking systems, or regulatory checks.

The Company shall not be liable for such delays.

11.2.5 Minimum Thresholds and Fees

Minimum withdrawal amounts and applicable fees may vary depending on the selected method and shall be determined by the Company.

The Company reserves the right to modify such thresholds at its discretion.

11.2.6 Incorrect or Disputed Transactions

The Client must promptly report any discrepancies in withdrawal transactions.

Any false or fraudulent claims may result in legal action and account termination.

11.3 Refund Policy

Refunds may be granted under limited circumstances, subject to the Company's internal policies and regulatory obligations.

(a) Refund requests must be submitted within a defined timeframe and shall be subject to verification.

(b) Refunds shall not apply to:

- Trading losses
- Market-related outcomes
- Client-initiated trading decisions

(c) The Company reserves the right to reject any refund request that does not meet its criteria.

11.3.1 Refund Eligibility Period

Refund requests must be submitted within fourteen (14) days of account registration or deposit, after which standard withdrawal procedures shall apply.

11.3.2 Finality of Transactions

Once funds have been successfully withdrawn and transferred, such transactions shall be considered final and non-reversible.

11.4 Fees, Charges, and Commissions

The Client agrees to pay all applicable fees associated with the use of the Company's services.

(a) Such fees may include:

- Trading spreads and commissions
- Overnight financing charges

- Account maintenance fees
- Transaction and processing fees

(b) Fees may vary depending on account type, market conditions, and service usage.

(c) The Company reserves the right to modify its fee structure at any time.

11.4.1 Third-Party Charges

The Client shall bear responsibility for any fees imposed by banks, payment providers, or financial institutions, including taxes, conversion fees, and processing charges.

11.4.2 Payment Obligations

All fees shall be due and payable as determined by the Company.

Failure to settle outstanding amounts may result in:

- Account restrictions
- Suspension or termination
- Legal action

11.4.3 Adjustment and Variability of Fees

The Client acknowledges and agrees that certain charges applicable to the use of the Company's services, including but not limited to spreads, commissions, rollover fees, and other trading-related costs, are inherently variable in nature and may change dynamically in response to prevailing market conditions.

(a) Such variations may arise due to factors including, but not limited to, liquidity levels, volatility in underlying financial instruments, macroeconomic developments, market disruptions, or changes in pricing provided by liquidity providers and counterparties.

(b) The Company reserves the right to adjust, widen, narrow, or otherwise modify applicable fees and pricing structures at any time, without prior notice, where such adjustments are deemed necessary to reflect real-time market conditions or to maintain operational and risk management standards.

(c) The Client understands that these adjustments may occur automatically within the trading environment and may impact trade execution, open positions, and overall transaction costs.

(d) The Company shall not be held liable for any losses, reduced profitability, or changes in trading outcomes resulting from such fee adjustments, including circumstances where spreads widen or pricing conditions shift during periods of heightened market volatility or reduced liquidity.

(e) By continuing to access and use the Company's services, the Client expressly accepts and consents to the application of such variable pricing mechanisms and acknowledges that such adjustments form an integral part of trading in financial markets.

12. TRADING POLICIES

12.1 Trading Platform and System Access

The Company provides Clients with access to proprietary and third-party technological infrastructure (collectively, the **"Trading Environment"**) for the purpose of facilitating financial transactions, account monitoring, and execution of trading strategies.

(a) Access to the Trading Environment is granted on a limited, revocable, non-exclusive, and non-transferable basis, strictly for lawful trading activities and subject to continuous compliance with this Agreement.

(b) The Company retains full discretion to modify, suspend, restrict, or permanently discontinue access to any part of its Trading Environment at any time, without prior notice, where such action is deemed necessary for operational, security, regulatory, or risk management purposes.

(c) The Client acknowledges that the Trading Environment is provided on an "as available" basis and that uninterrupted, error-free, or continuous operation cannot be guaranteed.

12.1.1 Security and Credential Responsibility

The Client shall maintain strict confidentiality of all access credentials, including login details, authentication codes, and security identifiers.



All actions performed using such credentials shall be deemed valid and authorized. The Company shall not be liable for unauthorized access resulting from negligence, disclosure, or compromise of such credentials.

12.1.2 Technical Requirements and System Compatibility

The Client is solely responsible for ensuring that their devices, internet connectivity, and software configurations meet the technical requirements necessary to access and operate the Trading Environment.

The Company shall not be responsible for any delays, failures, or disruptions caused by inadequate hardware, software incompatibility, network instability, or third-party system limitations.

12.1.3 System Performance and Availability Disclaimer

While the Company endeavors to maintain system reliability, it does not guarantee continuous availability.

Interruptions may occur due to:

- Scheduled maintenance
- System upgrades
- Market data interruptions
- External infrastructure failures

The Company shall not be liable for any loss arising from such interruptions.

12.1.4 Permitted and Prohibited Use

The Client shall use the Trading Environment exclusively for its intended purpose.

Strictly prohibited activities include, but are not limited to:

- Unauthorized system access or hacking attempts
- Deployment of malicious software or automated abuse tools

- Exploitation of system vulnerabilities or pricing errors
- Artificial manipulation of trading activity

Violation may result in immediate account suspension, termination, and legal action.

12.1.5 Intellectual Property Protection

All systems, software, interfaces, and associated materials remain the exclusive property of the Company or its licensors.

The Client shall not reproduce, modify, distribute, reverse-engineer, or commercially exploit any component of the Trading Environment.

12.1.6 Automated Trading and Strategy Restrictions

The use of automated tools, algorithms, expert advisors, arbitrage systems, or high-frequency strategies may be subject to restrictions.

The Company reserves the right to:

- Prohibit specific strategies
- Cancel trades deemed abusive
- Nullify profits derived from prohibited activity

12.2 Market Information and Advisory Limitations

The Company may provide access to market data, analysis, commentary, and educational materials (collectively, “**Market Content**”).

(a) Such content is provided strictly for informational purposes and shall not be interpreted as financial, investment, legal, or tax advice.

(b) The Company does not guarantee the accuracy, completeness, or reliability of any Market Content.

(c) The Client remains solely responsible for all trading decisions and outcomes.

12.2.1 No Advisory Relationship

Nothing provided by the Company shall create an advisory, fiduciary, or discretionary relationship.

The Company does not assess the suitability of trades or monitor Client portfolios.

12.2.2 No Guarantee of Accuracy or Profitability

Market Content may be outdated, incomplete, or subject to rapid change.

The Company makes no representation regarding:

- Profitability of strategies
- Accuracy of forecasts
- Reliability of data

12.2.3 Redistribution Restrictions

The Client shall not copy, distribute, or disclose any Market Content to third parties without prior written consent.

12.2.4 No Offer or Solicitation

All information provided shall not be construed as an offer, solicitation, or recommendation to engage in trading activities.

12.3 Orders, Execution, and Transactions

The Client may submit orders to buy or sell financial instruments through the Trading Environment.

(a) Orders shall be executed based on prevailing market conditions, available liquidity, and system functionality.

(b) The Company does not guarantee execution at requested prices.

12.3.1 Execution Risks and Market Conditions

The Client acknowledges that execution may be affected by:

- Market volatility
- Liquidity constraints
- Price gaps and slippage
- System latency

Such factors may result in execution at prices different from those requested.

12.3.2 Slippage and Price Variance

Execution prices may differ from quoted prices due to rapid market movements.

The Client accepts both positive and negative slippage as inherent market risks.

12.3.3 Order Finality

Once executed, orders are considered final and may not be modified or canceled.

The Company reserves discretion to refuse modification requests.

12.3.4 Company as Counterparty

The Client acknowledges that the Company may act as counterparty to transactions.

All trades are non-transferable and binding upon execution.

12.3.5 Order Rejection and Cancellation Rights

The Company reserves the right to reject, cancel, or void orders in cases of:

- Market abnormalities
- Pricing errors
- Technical failures
- Suspicious or fraudulent activity

12.3.6 Trade Accuracy and Responsibility

The Client is responsible for ensuring all order details are accurate prior to submission.

The Company shall not be liable for errors caused by incorrect input.

12.3.7 Risk Acknowledgment

Trading involves substantial risk, including potential loss of capital.

The Client assumes full responsibility for all trading decisions and outcomes.

12.3.8 Operational Controls and Limits

The Company may impose limits on:

- Trade size
- Order frequency
- Leverage levels

Such limits may be adjusted without prior notice.

12.3.9 Automatic Closure and System Actions

Positions may be automatically closed under certain conditions, including:

- Margin requirements
- Market conditions
- System safeguards

12.3.10 Force Majeure and External Events

The Company shall not be liable for failure to execute orders due to events beyond its control, including but not limited to:

- Natural disasters
- War or civil unrest
- Infrastructure failures
- Regulatory actions

13. DATA, RECORDS, AND DOCUMENTATION

13.1 Client Information and Documentation Requirements

For the purposes of this Agreement, “**Client Information**” shall include all personal, financial, technical, and account-related data provided by the Client at any stage of the relationship with the Company, whether during onboarding, verification, or ongoing use of services.

(a) Such information may include, without limitation:

- Full legal name, date of birth, and nationality
- Residential and mailing address
- Contact details (email, phone number)
- Financial background and trading profile
- Identification documents and verification records
- Transaction history and account activity

(b) The Company collects, processes, and retains such information for purposes including, but not limited to:

- Identity verification and compliance checks

- Regulatory reporting and legal obligations
- Account administration and service delivery
- Fraud prevention and risk management

(c) The Client warrants that all information provided is accurate, complete, and current at all times, and undertakes to promptly notify the Company of any changes.

13.1.1 Accuracy and Ongoing Obligation

The Client shall ensure that all submitted data remains true, valid, and up to date throughout the duration of the relationship.

Failure to maintain accurate records may result in:

- Account suspension
- Service restriction
- Termination of the account

at the sole discretion of the Company.

13.1.2 Verification and Compliance Procedures

The Company reserves the right to conduct verification checks at any time, including the use of third-party verification providers.

The Client shall, upon request, provide supporting documentation, including but not limited to:

- Proof of identity
- Proof of address
- Source of funds documentation

Non-compliance may result in delays, restrictions, or account closure.

13.1.3 Additional Documentation Requirements

Depending on jurisdiction, payment method, or regulatory obligations, the Company may request additional documentation at any time.

The Client agrees to comply promptly with such requests as a condition for continued use of the services.

13.1.4 Data Usage, Storage, and Disclosure

The Company shall process Client Information in accordance with its Privacy Policy and applicable data protection laws.

The Client expressly consents to the Company:

- Storing and processing personal data
- Sharing data with affiliated entities, payment providers, and regulators
- Using such data for compliance, operational, and security purposes

13.1.5 Security and Confidentiality

The Company implements commercially reasonable safeguards to protect Client Information.

However, the Client acknowledges that:

- No system is entirely secure
- Unauthorized access risks exist

The Client remains responsible for safeguarding account credentials.

13.1.6 Communication and Transaction Records

All communications, including but not limited to emails, phone calls, chat interactions, and system logs, may be recorded and retained.

Such records:

- Shall remain the property of the Company
- May be used for compliance, dispute resolution, and evidentiary purposes
- May be disclosed where required by law

13.1.7 Ownership and Retention of Records

All records relating to Client activity, transactions, and communications shall be retained by the Company for as long as deemed necessary.

The Company reserves the right to:

- Refuse disclosure of internal records
- Limit access to stored information
- Retain data beyond account closure

13.1.8 Data Sharing with Third Parties

The Company may share Client Information with:

- Financial institutions and payment providers
- Regulatory authorities
- Affiliated companies

Such disclosure shall occur only where necessary for operational, legal, or compliance purposes.

13.1.9 Invalid or Incomplete Information

The Company reserves the right to reject any documentation that is:

- Outdated
- Incomplete
- Inconsistent

- Suspected to be fraudulent

The Client shall promptly rectify any deficiencies.

13.1.10 Email and Communication Responsibility

The Client is responsible for maintaining access to their registered email address.

Failure to notify the Company of changes may result in:

- Missed communications
- Delays in requests
- Account-related issues

13.1.11 Confidentiality and Non-Disclosure by Client

The Client agrees not to disclose, distribute, or publicly share any internal communications, documentation, or proprietary information received from the Company where such disclosure may harm the Company's operations or reputation.

Any breach of this obligation may result in legal action, financial penalties, or account termination.

13.2 Electronic Consent and Digital Execution

For the purposes of this Agreement, **electronic consent** shall refer to any form of digital acknowledgment or acceptance provided by the Client through electronic means.

13.2.1 Legal Recognition of Electronic Signature

Any electronic action performed by the Client, including clicking acceptance buttons, submitting forms, or transmitting instructions electronically, shall constitute a valid and legally binding signature.

Such signature shall have the same legal effect as a handwritten signature.

13.2.2 Electronic Delivery of Documents

All notices, agreements, disclosures, and communications may be delivered electronically via:

- Email
- Trading platform notifications
- Digital interfaces

The Client agrees to receive all documentation in electronic form.

13.2.3 Binding Nature of Electronic Communications

All electronic communications sent to the Client's registered contact details shall be deemed received and binding, regardless of acknowledgment.

13.2.4 Security of Digital Communications

The Client acknowledges that electronic communications may be subject to:

- Interception
- Unauthorized access
- Technical vulnerabilities

The Company shall not be liable for losses arising from such risks.

13.2.5 Responsibility for Electronic Instructions

Any instruction transmitted through the Client's registered communication channels shall be considered valid and authorized.

The Client bears full responsibility for all resulting actions and transactions.

13.2.6 Retention of Electronic Records

The Company shall retain electronic records of:



- Transactions
- Communications
- Instructions

Such records shall serve as conclusive evidence in any dispute.

13.2.7 Modification or Withdrawal of Consent

The Client may request to modify communication preferences; however, such changes shall not affect previously executed transactions.

13.2.8 Electronic Fraud and Misuse

The Client acknowledges that misuse of electronic communication systems, including unauthorized access or fraudulent instructions, may result in immediate suspension, investigation, and potential legal action.

14. ACCOUNT USAGE, ACCESS, AND AUTHORIZATION

14.1 Authorized Use of Account and Trading Access

Access to the Company's trading systems and account infrastructure (collectively, the **"Account Environment"**) is granted exclusively to the registered Client for the purpose of engaging in legitimate trading activities involving the financial instruments made available by the Company.

(a) Use of the Account Environment is strictly limited to lawful activities and must at all times comply with this Agreement, applicable regulations, and the Company's internal controls and policies.

(b) The Company reserves the right to continuously monitor account usage, transaction behavior, and system interaction to detect irregularities, ensure compliance, and safeguard operational integrity.

(c) Any use of the Account Environment for purposes outside the intended scope, including fraudulent conduct, misuse of systems, or regulatory breaches, may result in immediate restriction, suspension, or permanent termination of access.

(d) The Company retains the absolute right to update, enhance, restrict, or suspend any aspect of the Account Environment, including features and functionalities, without prior notice where necessary for operational or regulatory reasons.

14.1.1 Access Credentials and Security Obligations

The Client shall be solely responsible for maintaining the confidentiality and security of all access credentials associated with their account.

(a) This includes, but is not limited to:

- Account numbers
- Usernames and passwords
- Registered email access
- Authentication devices or codes

(b) The Client shall ensure that such credentials are not disclosed, shared, or exposed to any third party under any circumstances.

(c) Any activity conducted through the use of valid credentials shall be deemed authorized and binding upon the Client.

14.1.2 Responsibility for Account Activity

All transactions, instructions, and activities carried out through the Client's account shall be attributed solely to the Client, regardless of whether such actions were authorized.

The Company shall not be liable for:

- Unauthorized access resulting from credential compromise



- Errors caused by Client negligence
- Third-party misuse of account access

14.1.3 Multiple Account Handling

Where a Client maintains more than one account, each account shall be treated as a separate and independent entity.

Transactions, balances, and obligations shall not be consolidated unless explicitly authorized by the Company.

14.1.4 Notification of Security Breaches

The Client shall immediately notify the Company upon becoming aware of any:

- Unauthorized access
- Security breach
- Suspicious account activity

Failure to provide timely notification may result in increased liability borne solely by the Client.

14.1.5 Company Enforcement Rights

The Company reserves the right, at its sole discretion, to:

- Suspend or restrict account access
- Block transactions
- Terminate accounts

where there is reasonable suspicion of:

- Fraudulent activity
- Breach of Agreement
- Security compromise

Such actions may be taken without prior notice.

14.1.6 Accuracy of Account Information

The Client must ensure that all information associated with their account remains accurate and complete.

The Company reserves the right to restrict access or invalidate accounts where discrepancies or inconsistencies are identified.

14.1.7 Monitoring and Surveillance Measures

The Company may implement monitoring systems to review account usage, transaction patterns, and behavioral activity for purposes including:

- Fraud detection
- Compliance enforcement
- Risk mitigation

The Client consents to such monitoring as a condition of using the services.

14.1.8 Account Access Continuity

The Client acknowledges that uninterrupted access to the Account Environment may be affected by technical issues, security reviews, or operational measures. The Company shall not be liable for temporary loss of access where such interruption is necessary for system integrity, compliance, or risk control.

14.2 Engagement of Third Parties

The Client may, at their own discretion and risk, authorize third parties to access or manage their account, subject to strict conditions and prior approval by the Company.

14.2.1 Client Responsibility for Third-Party Access

Any authorization granted to a third party shall be undertaken entirely at the Client's risk.

The Client shall remain fully responsible for:

- All actions taken by the third party
- Any resulting financial loss or liability
- Compliance with this Agreement

14.2.2 Approval and Authorization Requirements

Third-party access shall only be permitted where:

- A formal written request is submitted
- Identity and verification requirements are satisfied
- Approval is granted by the Company

The Company reserves the right to reject any such request without explanation.

14.2.3 Trading Authority and Delegation

Where trading authority is granted to a third party:

- Such authority must be documented
- Both parties must agree to additional terms
- The Company shall not supervise or validate third-party decisions

14.2.4 Liability and Indemnification

The Client agrees to indemnify and hold the Company harmless against any claims, losses, damages, or liabilities arising from third-party actions or omissions.

14.2.5 Company Discretion Over Third-Party Access

The Company may at any time:

- Revoke third-party access

- Reject third-party transactions
- Require additional verification

without prior notice.

14.2.6 Due Diligence and Verification

The Company may conduct background checks or request additional documentation from any third party.

Failure to comply may result in denial or revocation of access.

14.2.7 Revocation of Authorization

The Client must notify the Company in writing to revoke third-party access.

Such revocation shall take effect only upon confirmation by the Company.

14.2.8 No Advisory Obligation

The Company shall have no obligation to assess, recommend, or evaluate the suitability of any third party engaged by the Client, nor to provide guidance regarding such arrangements.

14.3 Inactive, Dormant, and Non-Operational Accounts

The Company maintains policies governing accounts that exhibit inactivity over defined periods.

14.3.1 Classification of Inactive Accounts

An account may be classified as inactive where no meaningful activity occurs within a defined timeframe, including absence of:

- Trading activity

- Login access
- Deposits or withdrawals

14.3.2 Dormant Account Status

Accounts that remain inactive beyond extended periods may be reclassified as dormant or non-operational.

Such classification may trigger:

- Restrictions on account access
- Application of maintenance fees
- Enhanced verification requirements

14.3.3 Maintenance and Administrative Charges

The Company reserves the right to impose periodic fees on inactive or dormant accounts to cover administrative and operational costs.

Such fees may be deducted directly from the account balance.

14.3.4 Extended Dormancy and Account Closure

Where inactivity persists beyond a prolonged period:

- The Company may close the account
- Remaining funds may be handled in accordance with applicable laws
- The Company may reclassify unclaimed balances

14.3.5 Reactivation Requirements

Reactivation of dormant accounts shall require:

- Updated KYC documentation

- Compliance with verification procedures

Fees previously charged shall not be refundable.

14.3.6 Company Rights in Dormant Accounts

The Company may:

- Restrict account access
- Suspend services
- Apply additional charges

where accounts remain inactive.

14.3.7 Client Responsibility

The Client remains solely responsible for monitoring account activity and avoiding inactivity-related consequences.

14.3.8 No Liability for Dormancy Actions

The Company shall not be liable for any losses, fees, or consequences arising from account inactivity, dormancy classification, or account closure.

14.3.9 Unclaimed Funds and Regulatory Handling

Where accounts remain inactive for extended periods and the Client cannot be contacted, the Company may handle remaining funds in accordance with applicable legal and regulatory requirements, including transferring such funds to relevant authorities or retaining them as permitted by law.

15. DEFAULT, ENFORCEMENT ACTIONS, AND TERMINATION OF SERVICES

15.1 Occurrence of Default and Triggering Events

For the purposes of this Agreement, a **“Default Event”** shall be deemed to have occurred where the Client fails, neglects, or is unable to comply with any obligation, representation, or requirement established under this Agreement or applicable law.

(a) Default Events shall include, but are not limited to:

- Failure to settle financial obligations or fees
- Insufficient margin or inability to sustain open positions
- Submission of false, misleading, or incomplete information
- Engagement in fraudulent, abusive, or unlawful activities
- Breach of regulatory, AML, or KYC requirements

(b) The occurrence of a Default Event shall entitle the Company to exercise enforcement rights without prior notice, including restriction, suspension, or termination of services.

15.1.1 Personal Incapacity and Legal Status

A Default Event may arise where the Client becomes legally incapacitated, deceased, or otherwise unable to manage their account.

In such circumstances:

- The Company may suspend account activity
- Access may be restricted pending legal verification
- Any transfer of rights shall be subject to applicable inheritance laws and supporting documentation

15.1.2 Force Majeure and Extraordinary Circumstances

A Default Event may also arise from extraordinary circumstances beyond the reasonable control of either party, including but not limited to:

- Armed conflict, terrorism, or civil unrest

- Labor disruptions, strikes, or governmental actions
- Widespread infrastructure or financial system failures

Such events may prevent the fulfillment of obligations under this Agreement.

15.1.3 Natural Events and Systemic Disruptions

Events including natural disasters, pandemics, environmental catastrophes, or global emergencies may constitute Default Events where they materially impact operational capability.

15.1.4 Technical and Regulatory Interference

Default may also be triggered by:

- System malfunctions or infrastructure breakdowns
- Market suspension or extreme volatility
- Regulatory intervention or jurisdictional restrictions

15.1.5 Limitation of Liability in Default Situations

The Company shall not be liable for any losses, damages, or consequences arising directly or indirectly from Default Events, including financial losses, missed opportunities, or third-party involvement.

15.1.6 Retention and Application of Client Funds

Upon the occurrence of a Default Event, the Company shall have the right to:

- Retain funds held within the Client's account
- Apply such funds toward outstanding obligations, fees, or liabilities
- Offset balances where necessary

15.1.7 Enforcement and Legal Remedies

The Company reserves the right to pursue all available legal remedies, including recovery of losses, enforcement of obligations, and initiation of legal proceedings where appropriate.

15.1.8 Immediate Action Without Notice

The Company may take enforcement action, including account suspension or termination, without prior notification where immediate action is required to mitigate risk or ensure compliance.

15.1.9 Termination Following Default

Upon confirmation of a Default Event, the Company may immediately terminate this Agreement.

Such termination shall result in:

- Immediate revocation of account access
- Closure of positions
- Loss of access to services and platforms

15.1.10 Cross-Account Default

Where the Client maintains multiple accounts, a Default Event affecting one account may be deemed to affect all associated accounts, allowing the Company to take action across all accounts held by the Client.

15.2 Suspension, Closure, and Termination of Relationship

The Company retains full discretion to suspend, restrict, or terminate the Client relationship at any time, subject to applicable laws.

15.2.1 Client-Initiated Termination

Requests for account closure must:

- Be submitted through the registered communication channel
- Contain accurate identification details

The Company may reject requests that fail to meet verification requirements.

15.2.2 Termination Notice and Effect

Either party may terminate the Agreement, provided that such termination does not affect rights or obligations accrued prior to termination.

The Company may waive notice requirements where immediate action is justified.

15.2.3 Settlement of Obligations

Upon termination:

- All outstanding liabilities become immediately due
- The Company may liquidate positions to settle obligations
- Any fees or charges shall be deducted prior to fund release

15.2.4 Set-Off and Currency Conversion

The Company may:

- Convert account balances into appropriate currencies
- Offset liabilities across accounts
- Apply credits, bonuses, or balances toward outstanding amounts

15.2.5 Closure of Positions and Access Revocation

Termination shall result in:

- Automatic closure of open trades

- Cancellation of pending orders
- Revocation of access to all systems and services

15.2.6 Survival of Obligations

All obligations incurred prior to termination shall remain enforceable, including financial liabilities and legal responsibilities.

15.2.7 Termination Due to Inactivity

The Company may terminate accounts where:

- Prolonged inactivity is observed
- The Client becomes unreachable
- Account balances are fully withdrawn

15.2.8 Immediate Termination for Breach

The Company may terminate this Agreement without notice where the Client:

- Breaches any provision of this Agreement
- Engages in unlawful conduct
- Violates compliance requirements

15.2.9 Compliance-Based Suspension

Failure to satisfy regulatory requirements, including AML/KYC obligations, may result in immediate suspension or termination.

15.2.10 Indemnification Obligation

The Client agrees to indemnify and hold the Company harmless against any claims, damages, or liabilities arising from:

- Breach of this Agreement
- Misuse of services
- Violations of applicable laws

15.2.11 Dormant Account Termination

Accounts classified as inactive or dormant may be closed without prior notice, and the Company shall not be liable for any resulting losses.

15.2.12 Final Settlement and Payment Obligations

All financial obligations owed by the Client shall become immediately payable upon termination, including any additional costs arising from account closure.

15.2.13 Service Discontinuation by the Company

The Company reserves the right to discontinue, modify, or withdraw any service, platform, or product offering at its discretion, whether temporarily or permanently, without liability, where such action is necessary due to operational, commercial, or regulatory considerations.

15.2.14 Withholding of Funds in Case of Investigation

The Company may withhold, freeze, or delay the release of funds where:

- An investigation is ongoing
- Fraud or suspicious activity is suspected
- Regulatory obligations require such action

16. LIMITATION OF LIABILITY

16.1 Scope and Application of Liability Limitations

To the fullest extent permitted under applicable laws and regulations, the Company's liability in connection with the use of its services, platforms, systems, and any related activities shall be strictly limited as set forth in this section.

By accessing and using the Company's services, the Client expressly acknowledges and agrees that all trading activities, financial decisions, and use of the Company's infrastructure are undertaken at the Client's sole risk.

16.2 Exclusion of Liability for Trading Losses

Under no circumstances shall the Company be held liable for any losses arising from the Client's trading activities, including but not limited to:

- (a) Loss of invested capital, whether partial or total;
- (b) Losses resulting from market volatility, price fluctuations, or liquidity conditions;
- (c) Losses arising from leverage or margin trading;
- (d) Missed opportunities or inability to execute trades;
- (e) Any trading decisions made by the Client based on their own judgment or third-party input.

The Client acknowledges that trading in financial markets involves a high degree of risk and accepts full responsibility for all outcomes.

16.3 No Liability for System, Platform, or Technical Failures

The Company shall not be liable for any loss, damage, or disruption caused by:

- (a) System outages, downtime, or maintenance;
- (b) Delays in order execution or data transmission;
- (c) Software errors, bugs, or technical malfunctions;
- (d) Internet connectivity issues or hardware failures;
- (e) Cybersecurity incidents, unauthorized access, or external attacks.

The Client acknowledges that the operation of electronic trading systems involves inherent risks that cannot be entirely eliminated.

16.4 No Liability for Third-Party Services and Providers

The Company shall not be responsible or liable for any acts, omissions, delays, or failures of third parties, including but not limited to:

- (a) Payment service providers, banks, or financial institutions;
- (b) Liquidity providers or pricing sources;
- (c) Technology vendors, hosting providers, or data providers;
- (d) Regulatory authorities or external service partners.

Any reliance on third-party services is undertaken at the Client's own risk.

16.5 Exclusion of Indirect and Consequential Damages

To the maximum extent permitted by law, the Company shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to:

- (a) Loss of profits, revenue, or business opportunities;
- (b) Loss of data or trading information;
- (c) Reputational damage;
- (d) Emotional distress or inconvenience;
- (e) Any damages not directly attributable to the Company's gross negligence or willful misconduct.

16.6 No Warranties and Disclaimer of Guarantees

All services, platforms, and systems are provided on an "as is" and "as available" basis.

The Company makes no representations or warranties, whether express or implied, including but not limited to:

- (a) Fitness for a particular purpose;
- (b) Accuracy or reliability of market data;
- (c) Continuous, uninterrupted, or error-free operation;
- (d) Profitability or performance of trading activities.

16.7 Liability in Cases of Force Majeure

The Company shall not be liable for any failure or delay in performance resulting from events beyond its reasonable control, including but not limited to:

- Natural disasters
- War, terrorism, or civil unrest
- Government actions or regulatory restrictions
- Power outages or infrastructure failures

16.8 Survival of Liability Limitations

The provisions set forth in this section shall survive the termination of this Agreement and shall remain binding with respect to any claims arising out of or related to the use of the Company's services.

17. INTERPRETATION, CONSTRUCTION, AND DEFINITIONS

17.1 Approach to Interpretation

In construing the provisions of this Agreement, all terms and clauses shall be interpreted in a manner that gives full effect to the commercial intent, operational structure, and regulatory environment within which the Company conducts its business.

No individual provision shall be interpreted in isolation or in a manner that would defeat the overall purpose of this Agreement. Instead, all sections shall be read collectively and harmoniously to ensure that the Agreement is applied in a consistent, practical, and commercially reasonable manner.

Where ambiguity arises, preference shall be given to an interpretation that upholds the validity, enforceability, and operational integrity of this Agreement.

17.2 Rules of Linguistic Construction

Unless expressly stated otherwise or where the context requires a different interpretation:

- (a) Terms expressed in the singular shall include the plural, and terms in the plural shall include the singular;
- (b) Words importing any gender shall be interpreted as inclusive of all genders;
- (c) References to individuals shall extend to include legal persons, entities, partnerships, corporations, governmental bodies, and other recognized organizational forms;
- (d) References to any Party shall include its successors, permitted assigns, and authorized representatives.

These rules shall apply consistently throughout this Agreement to avoid restrictive or unintended interpretations.

17.3 Structural and Formatting References

The inclusion of headings, titles, numbering systems, formatting styles, and sectional divisions is intended solely for ease of reference, navigation, and organizational clarity.

Such structural elements shall not be used to interpret, limit, expand, or otherwise influence the meaning, scope, or intent of any provision contained within this Agreement.

17.4 Context-Specific Definitions

Certain terms may be defined within specific provisions, sections, or supplemental documents referenced herein.

Unless expressly stated otherwise, such definitions shall apply exclusively within the context in which they are introduced and shall not automatically extend to other sections of this Agreement.

Where a term is used in multiple contexts, its meaning shall be determined based on the relevant provision and surrounding language.

17.5 Hierarchy of Contractual Documents

In circumstances where inconsistencies, conflicts, or discrepancies arise between this Agreement and any other related document, the order of interpretation shall be determined in a manner that prioritizes:

- (a) Compliance with applicable laws and regulatory requirements;
- (b) The protection of the Company's operational stability and risk management framework;
- (c) The preservation of the intended commercial and contractual relationship between the Parties.

Without limitation, this includes conflicts between this Agreement, privacy policies, risk disclosures, execution policies, platform-specific terms, or promotional conditions.

17.6 Authoritative Language

This Agreement is prepared and executed in the English language, which shall serve as the sole authoritative and legally binding version.

Any translations provided by the Company are for convenience only and may not accurately reflect the original text. In the event of any discrepancy, inconsistency, or conflict, the English version shall prevail and shall be used for all legal and interpretative purposes.

17.7 Neutral Construction

This Agreement shall be interpreted without any presumption or bias against either Party on the basis of authorship, drafting responsibility, or participation in its preparation.

Both Parties acknowledge that the terms contained herein are the result of mutual acceptance and shall be construed fairly and equitably.

17.8 References to Legal and Regulatory Frameworks

Any reference to laws, regulations, directives, or legal frameworks shall be deemed to include:

- (a) Any amendments, modifications, or reenactments thereof;
- (b) Any subordinate legislation, implementing rules, or regulatory guidance issued pursuant thereto;
- (c) Any relevant international standards or regulatory practices applicable to the Company's operations.



Such references shall be interpreted dynamically to reflect the evolving legal and regulatory environment.

17.9 Inclusion of Future Policies and Documents

Any reference within this Agreement to policies, procedures, guidelines, or operational documents of the Company shall be deemed to include any future versions, amendments, replacements, or newly introduced documents.

Such documents shall become binding upon publication or implementation, regardless of whether they are explicitly listed or referenced at the time of execution of this Agreement.

17.10 Recognition of Electronic Communications

All references to “written,” “in writing,” or “communication” shall include electronic forms of communication, including but not limited to email correspondence, platform notifications, digital submissions, and other electronic methods approved by the Company.

Such electronic communications shall be deemed valid, binding, and enforceable to the same extent as traditional written documents, unless otherwise required by applicable law.

17.11 Industry Terminology and Market Practice

Where specific terms are not expressly defined within this Agreement, such terms shall be interpreted in accordance with commonly accepted industry usage within financial markets, brokerage services, and digital trading platforms.

The Company reserves the right to apply reasonable interpretations of such terms in line with prevailing market practices, provided that such interpretation is made in good faith and does not materially prejudice the Client’s rights.

17.12 Determination of Time and Business Operations

Any reference to time, dates, business days, or operational hours shall be determined in accordance with the Company's designated system time, internal operational calendar, and trading schedules, unless otherwise expressly specified.

The Client acknowledges that differences in time zones, market conditions, and system operations may affect the interpretation and execution of time-sensitive actions.

17.13 Severability of Provisions

In the event that any provision of this Agreement is determined to be invalid, unlawful, or unenforceable by a competent authority, such provision shall be modified or severed to the minimum extent necessary to render it enforceable.

The remaining provisions shall continue in full force and effect and shall not be affected by such invalidity.

17.14 Survival of Interpretation Clauses

The provisions set forth in this section shall remain in effect notwithstanding the termination, suspension, or expiration of this Agreement and shall continue to govern the interpretation of any disputes, claims, or obligations arising thereafter.

17.15 Residual Interpretation Authority

In circumstances where ambiguity, uncertainty, or gaps in interpretation arise, the Company shall retain the right to interpret the relevant provisions in a manner that is reasonable, commercially practical, and aligned with the intended purpose of this Agreement.

Such interpretation shall be exercised in good faith and in compliance with applicable laws and regulatory obligations.

17.16 Principle of Good Faith Interpretation

All provisions of this Agreement shall be interpreted and applied in good faith, with due regard to fairness, commercial reasonableness, and the legitimate interests of both Parties.

17.17 Conflict with Mandatory Law

In the event that any provision of this Agreement conflicts with applicable mandatory laws or regulatory requirements, such laws shall prevail, and the affected provision shall be adjusted accordingly while preserving the remaining provisions.

17.18 No Waiver by Interpretation

No interpretation of this Agreement shall be deemed to constitute a waiver of any rights, remedies, or protections available to the Company unless expressly stated in writing.

17.19 Integrated Construction of Supplementary Documents

In interpreting this Agreement, all supplementary documents issued by the Company, including but not limited to the **Risk Disclosure and Client Consent**, Personal Data Protection Policy, Execution of Orders Policy, and any other related legal or operational documents (collectively referred to as the “**Supplementary Documents**”), shall be deemed to form an integral and unified contractual framework with this Agreement.

Such Supplementary Documents shall not be treated as separate or independent instruments, but rather as components of a single, cohesive agreement governing the relationship between the Parties.

Where any provision within this Agreement is capable of multiple interpretations, preference shall be given to the interpretation that ensures consistency, enforceability, and alignment with the provisions contained in the Supplementary Documents.



The Client acknowledges and agrees that acceptance of this Agreement constitutes acceptance of all Supplementary Documents, whether or not such documents have been separately executed, reviewed, or acknowledged at the time of acceptance.