



# Terms and Conditions



This Agreement (hereinafter the "Agreement") is the complete and official terms and conditions that apply to the access and use of the services of Kiplar Ltd. (hereinafter the "Company"). We urge the users to read this document thoroughly and carefully before accessing or using any of our services. Users must fully read, understand and accept all of the terms and conditions set herein without alterations or revisions before becoming an official client (hereinafter the "Client") of the Company.

If you do not agree to be bound by any or all of the terms and conditions of this Agreement, do not use or access our services.

## Introduction

In this Agreement and in other official legal materials and documents, the Company may be referred to as "we", "us", or "our/s", and the Client may be referred to as "he/she", "you", "your/s", or "user/s". Both the Client and the Company may be referred to herein as "parties" or "both parties."

Kiplar Ltd. is a financial investment firm that operates under the laws of St. Vincent and the Grenadines, with registration number 25797BC2020 and registered address at Beachmont Business Centre, Suite 76, Kingstown, St. Vincent and the Grenadines. The main and official website of the Company is [www.Kiplar.com](http://www.Kiplar.com) (hereinafter the "Official Website") wherein all writings can be addressed to the Company's official email: [livesupport@kiplar.com](mailto:livesupport@kiplar.com) (hereinafter the "Official Email").

The Company and the Client must strictly comply with this Agreement, a legally binding contract, to manage the professional relationship of both parties. The chapters, sections and clauses of this Agreement will serve as legal references if misunderstanding, dispute, or eventuality arise between the parties.

For the benefit, protection, and security of the Client, he/she must take the time to thoroughly and carefully read this Agreement as well as any other additional documentation about policies, warranties, terms, and conditions. The Client is expected to be fully knowledgeable of the terms and conditions upon his/her use of the services of the Company. If the Client does not fully understand or his/her interest conflicts with the terms and conditions of this Agreement, he/she can seek independent professional advice.

Some parts of the Company's services may have different particular terms and conditions of access and use. It is the Client's responsibility to be fully knowledgeable of the terms set separately or additionally for a particular service of the Company.

Investing in any financial market involves a significant amount of risk to the Client's capital. The Client is responsible for assessing his/her experience and knowledge before trading in a particular market with the Company as well as ensuring that he/she is capable to accept the risks involved.

The official language of the Company and its legal documentations and other contracts and agreements is English. The Company can, but is not obligated to, provide a translation for the Client's reference and convenience only. In any case that a language discrepancy occurs, the English version of any documentation will be the only legal basis.

The content of our website, documentations and of any communication the Client may receive from the Company through email, website postings or phone are for general information and reference only. Any such information does not equate to investment advice or unsolicited financial promotions.

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# 1. Scope and Limitation

## 1.1. Scope of the Agreement

1.1.1. This Agreement is a legally binding contract with the terms and conditions applied to the Client's use of and access to the services and products of the Company. Both parties are automatically bound to this Agreement upon initial exchange of action.

1.1.2. This Agreement can be a reference to the detailed information and description of services and its terms of use. The terms and conditions provided shall cover the entire scope and limitation of services provided by the Company, including the services, activities and acts that the Company permits and prohibits.

1.1.3. Descriptions of services will be provided herein, including the definition of words and terms that will be used in the course of the Client's trading.

1.1.4. This Agreement shall also include the procedures and conditions of creating and terminating an account and services with the Company. The Client acknowledges and understands that this Agreement is effective immediately upon his/her use of the services of the Company as well as upon his/her registration on the website.

1.1.5. Disclaimers are provided herein regarding the Company's intellectual property rights and a full disclosure of the risks involved in the Company's nature of business.

1.1.6. The terms and conditions of this Agreement and other legal documentation of the Company are not applicable in the territory of the United States of America. If an American citizen or resident wishes to avail the Company's services, he/she must contact the Company directly for further procedures.

1.1.7. Additional legal documents and agreements may be provided for the Client during his/her trading course with the Company. The Client understands and agrees that violating any of the terms and conditions of any additional documentation or agreement signifies that he/she also violates this Agreement hereof. The Company reserves the right to impose fine on the Client and restrict or suspend any service upon violation of this Agreement or any additional documentation or agreement.

1.1.8. This Agreement is subject to change from time to time. The Client understands and agrees that he/she is obliged to be knowledgeable of the future amendments and revisions of this Agreement and those modifications shall constrain both parties.

1.1.9. The Client must review the terms and conditions from time to time through the course of his/her trading with the Company, especially to be informed if any amendment or revision was applied. The terms and conditions of this Agreement and other legal documents may be revised, changed, modified, removed, or deleted by the Company in its sole discretion. The Company may, but is not obligated to, notify the Client of such change.

## 1.2. Scope of the Services

1.2.1. This Agreement covers the entire scope of services provided by the Company including the use and access to trading facilities. The Client understands that any additional service out of scope can be an indication of a prohibited activity or unlawful use of the Company's services. If the Client is uncertain whether the Company provides the service that he/she is seeking to avail, or whether the activity he/she wants to perform is allowed, he/she must contact the Company for direct advice.

1.2.2. Various account types are offered to Clients which they can choose from depending on their choice and level of investment. The Client acknowledges that the expert and exclusive account types may include additional responsibilities and may be riskier due to the professional standards and more complex inclusions. These account types made available for the Clients must be of their sole choice wherein the Client must ensure that he/she performs his/her competent and proficient obligations and responsibilities.

1.2.3. Transactions, requests, or orders from any user who does not have an account or is not recognized as a Client or is not affiliated with the Company can be denied accordingly. There are proper procedures in order for any user to use the services of the Company, which shall be strictly applied and followed.

1.2.4. Users must successfully register and open an account in the Company's website to become an official Client of the Company. Upon the successful registration of the Client, he/she will receive an email with the automatically generated password to access his/her account. The Client must ensure that the email he/she registered with the Company is of his/her own and is valid.

1.2.5. The payment service providers (hereinafter the "PSPs"), including the banks affiliated with the Company, administer the payment methods made available for the Client to deposit and withdraw his/her funds. Permitted currencies, limit per transaction, and transacting hours are determined by the PSPs, wherein the Client ratifies the separated and own terms and conditions of the PSP upon his/her use of the respective method hereof.

1.2.6. The official trading platform that the Company provides, among other platforms, is MetaTrader 5 (hereinafter the "Trading Platform") by MetaQuotes Software which can be used by the Client to execute his/her trading orders. The Client acknowledges that MetaQuotes Software has its own terms and conditions which the Client ratifies upon his/her use of the trading platform.

1.2.7. Furthermore, the Company will provide the Client his/her credentials via email upon his/her successful registration. Credentials shall contain the trading account number (or MT5 I.D.) and password of the Client to access the trading platform. Should the Client opt for another platform offered by the Company, the respective platform's terms of use shall be ratified accordingly upon the Client's use of the platform.

1.2.8. The Company provides informative and educational materials including charts, news articles, videos, e-books, and fundamental and technical analyses and data. However, provision of the foregoing information is not obligatory and will be further elucidated hereinafter.

1.2.9. The Company offers a great deal of instruments and assets that the Client can invest including, but not limited to, currencies, stocks, commodities, indices and derivatives. The Client is solely responsible for selecting the type of market he/she invests in. The Company, without obligation, can provide the Client a trading portfolio suitable for his/her objectives and level of experience, but it is the Client's sole decision whether to undertake or decline the offered trading portfolio.

### **1.3. Scope of the Company**

1.3.1. The Company and its workforce act as the warden of its business, enforcing strict security and righteousness within its facilities and those affiliated with the Company and the Client. The Company reserves its absolute right to apply restrictions and reasonable force when necessary to protect and defend its workforce, properties, and Clients.

1.3.2. The Company is not responsible in any way for determining whether the services and products it provides are legal and permissible in the Client's country of residence.

1.3.3. Services and products offered by the Company are made available for users and individuals of legal age and of other legal significance and obligations in his/her country of residence or citizenship.

1.3.4. The Company operates according to the laws of St. Vincent and the Grenadines where the legal age to undertake statutory obligations is eighteen (18) years old and above only. However, it is the Client's absolute responsibility to ensure that he/she will not use or access the Company's services if he/she is abiding his/her current legal obligations in a jurisdiction with a different codified age.

1.3.5. For the avoidance of doubt, the Company will not be responsible for any unauthorized access or use of the services by minors. The Company is not accountable for overseeing whether the services and products it offers are appropriate and suitable to the user or individual.

1.3.6. The Company has provided full disclosure and disclaimer for the possible occurrences, without limitation, during and after the course of the Client's trading. In line with disclosure and disclaimer, the Company is not and will not be responsible for any loss or damage that may arise.

1.3.7. The Company enforces appropriate procedures in evaluating the Client's information upon his/her registration. The Company reserves the right to accept or reject the user/s registration in its absolute and sole discretion without providing an explanation. If the Client provides incomplete, inaccurate, false, or doubtful information, the Company has the rights to terminate this Agreement and reject his/her transaction, request, or order. The Company also has the rights to restrict, suspend, dismiss, or close the Client's account/s without explanation.

1.3.8. The Company can enforce and entrust particular responsibilities and obligations herein to its affiliates authorized third parties without prejudice.

1.3.9. Due to the nature of business of the Company and the number of risks involved therein, the Company has the authorization to be knowledgeable about the Client's financial condition. The Company may request and oblige the Client to provide his/her personal information with regards to his/her banks, audit, insurance, credit agencies and other financial aspects.

1.3.10. The Company is affiliated with banks and other financial institutions to manage and maintain its business operations. In line with this, the Company and its affiliates have the right to collect records of the financial transactions conducted by the Client.

1.3.11. For any written request such as inquiries and concerns, all must be directed to the official email address of the Company. The Client agrees that he/she may only contact the Company using his/her registered email address. Any form of request sent using an unrecorded email will be rejected.

## 1.4. Scope of the Client

1.4.1. The Client can register either as an individual or as a company (corporate account), however, all and sundry that registers will be classified as an individual unless stated otherwise upon registration. The Client acknowledges that if he/she registers for a different classification, additional requirements are obligatory.

1.4.2. If the Client acts on behalf of a third party and whether he/she identifies that third party, the Company will not consider the foregoing third party as a direct nor an indirect client. The Company will be of no obligation to the foregoing third party and shall only consider the registered Client as the official Client unless consented by the Company in an agreed writing.

1.4.3. The nature of business and the services of the Company are made available only for users or individuals that can perform under legally binding contracts and under the law applicable to their country of residence. The Client understands that financial investing is immediately associated with risk and online trading involves the possibilities of capital deficit and loss. Some jurisdictions prohibit online trading and other financial investing services, which in accordance with **Paragraph 1.3.2.**, the Client is solely responsible for ensuring that all services of the Company are authorized in his/her jurisdiction. The Client guarantees that the services and activities he/she accesses and uses with the Company are permitted in his/her country of residence. Use of the services while it is unauthorized in the jurisdiction of the Client may lead to legal consequences. With this, the Company will not be liable for any damage or loss that the Client may incur upon his/her misuse of the services.

1.4.4. Pursuant to **Paragraph 2.1.6.**, the Client ensures that his/her current, permanent, or original residence does not operate under the jurisdiction of the United States of America. Should an American domicile, resident, or citizen be interested to use or access the services of the Company, a formal written letter must be requested and sent to the official email. If the user becomes eligible to use or access the services of the Company while performing obligations under the laws of the United States of America, he/she is obligated to provide additional identifications and documents. In this regard, the Client acknowledges that he/she will be bound by a separated conditional agreement and additional terms and conditions.

1.4.5. In accordance with **Paragraphs 1.3.3.**, **1.3.4.**, and **1.3.5.**, the Client must ensure that he/she is of legal age upon his/her use of or access to the services or products of the Company.

1.4.6. The Client is responsible for assessing the suitability and aptness of his/her knowledge, experience, objective, and intention before using any of the services of the Company. The Company assumes that the Client have fully read, understood, and agreed to the terms and conditions of this Agreement upon his/her use of the services.

1.4.7. The Client hereby ensures that all activities made and executed in his/her account are based on his/her personal decision and assessment. The Client will be solely liable for any loss or damage that may arise consequent to any activity or action in his/her trading account.

1.4.8. The Client affirms that he/she will not engage in any insider dealing or in any unauthorized additional or separate agreement with the Company or with any of its employees. The Client acknowledges that this transgression may result in penalties, legal action, or legal proceedings.

1.4.9. The Client can mandate, authorize, and consent a first-degree relative to execute trades in his/her trading account upon written agreement approved by the Company. The Client must provide a formal request letter and send it to the official email of the subject to approval. The Client acknowledges that upon request for first-degree authorization, he/she must comply with the additional procedures hereinafter.

1.4.10. The Client is solely responsible for ensuring that by accessing and using the services of the Company, he/she is not, in any way, a politically involved person. The Client hereby guarantees that upon his/her use of any of the services, he/she is not a politician and that he/she is not related, affiliated, or connected to any politician.

1.4.11. The Company will not be held liable for any loss, cost, or damage that the Client may incur in consequence of his/her failure to fulfill his/her corresponding obligations as a Client of the Company.

## 1.5. Intellectual Property

1.5.1. The materials and intellectual properties (hereinafter the "Intellectual Properties") of the Company include, but are not limited to, all information, documents, services, products, database, copyrights, trademarks, patents, software and codes, electronic documents, logos, icons, graphics (image, video, audio, interface designs), service marks, layouts, campaigns, and brochures are protected by local and international copyright and trademark laws. Excluding third-party contents, the intellectual properties are original works and creations of the Company, or by or on behalf of our third-party licensors or affiliates. All third-party materials and content incorporated in or with the Company's intellectual property are being used with the consent of the respective owners. The Company reserves its exclusive and absolute rights to display, reproduce, and distribute its intellectual properties.

1.5.2. All types of communications including, but not limited to, telephone conversations, emails, and messages between both parties will be recorded by the Company. All records and obtained information will be the sole property of the Company and shall be considered as admissible proof of communications between the Client and the Company. The Company reserves the right to use these records as admissible evidence or muniment to any court, regulatory government and authorities if obligatory.

1.5.3. While the Company collects and stores information, data, and other recordings in relation to its business, the Company is not obligated to provide any of its record information to the Client or any third party. The Company reserves its right to refuse and reject any request regarding the provision of any corresponding recorded information.

1.5.4. The Client and any third-party user may only have a limited access and use of the intellectual properties. The Client and any third-party user are strictly prohibited from reselling, plagiarizing, altering, modifying, copying, reproducing, republishing, uploading, posting, distributing, derogating, and exploiting any of the intellectual properties of the Company. The Client may be allowed to use the intellectual properties strictly for reference only without breaching the terms and conditions herein and without infringement of copyrights. In case of breaching and misconduct with respect to any of the intellectual properties, the Company reserves the right to terminate this Agreement and restrict its services without providing an explanation. Furthermore, any violation of these provisions will null and void the license granted hereunder.

## 2. Trading Accounts

### 2.1. Offered Accounts

2.1.1. Subject to the registration and eligibility requirements, the Company hereby grants the Client a personal, revocable, non-exclusive, and non-transferable authority that is limited to the provisions of this Agreement. The granted authority is subjected to the terms and conditions set herein to access and use the services of the Company, all as further elucidated hereunder.

2.1.2. The Company provides different types of accounts which are offered to users. The Client can choose from these account types depending on his/her suitability and aptness of his/her knowledge, experience, objective and intention.

2.1.3. The Company reserves the right to keep some account types unavailable to users which may be due to, without limitation, jurisdictional issues. The Company can modify, replace, or enhance the features in any account type without the obligation to provide an explanation.

2.1.4. The Company is not obligated to open an account for any user. If the Client or any user requests to open an account on his/her behalf, the Company reserves the right to reject or cancel such request without providing an explanation.

2.1.5. Should the Client require to change any condition or feature in his/her account that may affect ongoing transactions or open positions, the Client must send a written request to the Company's official email address.

2.1.6. Live accounts are offered by the Company, which the Client can primarily use to perform transactional activities and trading activities. A live account is considered a regular account (or the main account type) by default and is subjected to the terms and conditions herein. The account types offered are namely Student Account, Advanced Account, Executive Account, Prime Account, and VIP Account (collectively hereinafter the "Live Accounts").

2.1.7. The Client acknowledges that if the account he/she holds has been inactive for a year and more, the Company may charge the Client with maintenance fee to keep his/her account accessible.

2.1.8. The Client agrees that the Company has the authority to terminate any trading account with a balance below 100.00 USD, which is the minimum amount required for investment and for holding an account. The Client is solely responsible for managing and ensuring that his/her capital investment does not reduce to the minimum amount required to avoid immediate account termination.

### 2.2. Individual Accounts and Joint Accounts

2.2.1. Clients are offered with live accounts provided with different currency types which the Client can choose from according to his/her preference. However, the Client acknowledges that if his/her local currency or functional currency is unavailable, he/she is still eligible to choose from the currency options and the funds he/she deposits or withdraws will be automatically converted. The Client understands and accepts that the conversion rates are systematically computed and are changing indefinitely, none of which the Company can control.

2.2.2. All live accounts are inherently considered as individual accounts which only one Client is entitled to handle. The Company does not permit sharing of accounts with anonymous third parties. If the Client prefers to share or open an account with an authorized third party, a joint account (hereinafter the "Joint Account") must be registered accordingly. The Clients involved in the joint account are obligated to comply with additional appropriate procedures for verification purposes.

*The following paragraphs are only applicable to Clients who are joint account holders. The relevant paragraphs are effective upon the successful opening of the joint account.*

2.2.3. Each Client who holds the joint account will have full and absolute authority on behalf of all the respective Clients. All transactions, executions, and orders from the joint account will be considered as sole activities of the Clients. The Clients thereof are also considered as sole owners of the capital fund in the joint account, including the authority to initiate deposits and to request withdrawals.

2.2.4. Each Client of the joint account must individually provide his/her own proof of identity (hereinafter the "POI") to verify the Clients participating in the joint account and as pursuant to **Paragraph 4.1.3.** hereinafter.

2.2.5. In compliance with the KYC Policy, the Client acknowledges that if he/she provides any personal information that is false, inaccurate, or incomplete, the Company may restrict or terminate his/her use or



access to the services. This includes restriction or termination of the Client's trading account or trading platform.

2.2.6. The relevant Clients understand and accept that if any discrepancy or conflict of interest arises, the Company will not be held liable for any damage or loss. The Clients also hereby agrees that each of the Clients will be responsible collectively and one party will be liable to the other party.

2.2.7. If any of the Clients provides instructions that are conflicting or are found inconsistent with the other instructions, the Clients are responsible for advising and acting regarding such conflict or inconsistency. The Clients assure that the instructions are clear and accordant between the parties involved before carrying out to the Company. If any discrepancy or conflict of interest occurs, the Company will not be held liable for any damage or loss. The Clients understand and agree that each owner of the joint account will be responsible collectively and one party will be liable to the other party.

2.2.8. All Clients included in the joint account are eligible to terminate the account provided that the Clients have complied with the conditions and proper procedures of account termination. In the event of default of any of the joint account holders, this Agreement shall remain binding to the other Client.

2.2.9. Any Client of the joint account may request to convert the account into an individual account provided that all holders consent through a written agreement. All Clients will continue to be liable for all obligations and responsibilities under the Agreement accordingly in relation only to the period before converting the account.

### **2.3. Swap-free Accounts (Islamic Accounts)**

2.3.1. The only type of swap-free account that the Company offers is Islamic Account in observance of Islamic religious beliefs that cannot receive or pay interest. Islamic account can only be granted upon compliance and completion of documents and other requirements subject to the approval of the Company. If the Client will convert his/her trading account into Islamic account, he/she is obligated to comply with the necessary procedure, wherein the Client must provide additional documents to verify the account conversion request. The Company will evaluate and assess the documents if the Client is eligible to convert his/her trading account to Islamic account. Once the account conversion request is approved, the Company will remove the swaps or rollover fees.

2.3.2. The Company reserves the right, in its sole discretion, to reject account conversion requests if it deems necessary or if the Client does not comply with the proper procedure. The Company may also reject the conversion request if the Client lacks proof or documentation that he/she is eligible for an Islamic account.

2.3.3. The Client acknowledges his/her use of the Islamic account may restrict or limit his/her trading account from holding positions or trades for more than five (5) business days, which may otherwise signify abuse of such benefit.

2.3.5. The Client affirms that a declaration or request for an Islamic account shall be for the sole purpose of observing his/her Islamic religion practices. Any misuse or malpractice of availing an Islamic account may lead to legal consequences and restriction of services.

2.3.6. If in any case that the Client misuses the Islamic account or mishandles its sole purpose, the Company reserves the right to revoke the Client's access and use. The Company also has the right to revert the Islamic account to a regular live account immediately without the obligation to provide an explanation or justification.

2.3.7. The Company is authorized to reimburse the non-accumulated swaps from the executed positions before and after account conversion (from regular live account to Islamic account and vice versa). The Company may also revoke all profits that the Client acquired from his/her course of trading.

2.3.8. The Company may close or cancel any or all ongoing trades or pending orders of the Client. The Company may also close or terminate the account of the Client.

2.3.9. In the event of mismanaging an Islamic account and upon reverting the swaps or interests, the Company may increase the charge of interests until equivalent to the executed trades in the Client's account. The Client will be solely responsible for settling his/her outstanding dues due to mishandling the swap-free account. The Client hereby accepts all liabilities and damages he/she may incur upon misuse of the Islamic account.

2.3.10. Profiting from the rollover fees or swaps is strictly prohibited by the Company. If the Client incurs losses from his/her trading in one or more Islamic account, the Client is not allowed to obtain or collect the swaps or rollover fees from his/her executed trades.

2.3.11. The Client is solely responsible for ensuring that he/she is knowledgeable of the terms and conditions of owning and handling an Islamic account. The initial use and access of the Client to any service in relation to the Islamic account shall imply that the Client fully understands and agrees to the terms of use of the Islamic account. The Client accepts that all the foregoing terms will be effective immediately upon opening or converting to Islamic account.

## 3. Services

### 3.1. Platform

3.1.1. Subject to the terms and conditions of this Agreement, the Company grants the Client a non-exclusive, non-transferable, and limited authorization to access and use the trading platform offered by the Company. This authorization shall be for the sole purpose of trading in the financial market and performing trading activities. Before the Company grants access to any user, he/she must first be an official Client and should have an account with the Company. The Client acknowledges that the use of the trading platform is not always guaranteed to be secure and free of errors. The trading platforms available are offered to Clients from countries with jurisdictions that allow the services that the Company provides.

3.1.2. Corresponding with **Paragraph 1.2.6.** and in compliance with the terms and conditions of our third-party affiliates and service providers, the Client may be obligated to conform to additional restrictions of use of the trading platform. The Client acknowledges that if he/she fails to observe such additional restrictions, his/her access or use of services may be confined, suspended, or terminated.

3.1.3. The Client is accountable for ensuring that he/she will only access and use the trading platform for its sole purpose. The Company reserves the right to restrict, suspend or terminate the Client's access and use of the services or trading account without prior notice if he/she misuses or violates the terms and conditions of the trading platform or of this Agreement.

3.1.4. Credentials for the trading platform will be provided to the Client upon his/her successful registration with the Company. The Client shall receive his/her trading account credentials including the account number and password via email.

3.1.5. The Company will not waive its right if the trading platform of the Client does not execute or perform properly. The Client accepts that delays, failure of execution, and damages or losses caused by such are beyond the Company's control. This includes meeting the Client's standards that are not part of the scope of restrictions and liabilities. Despite technical malfunctions or errors that may arise, the Company reserves its right to make the trading platform still available for the Clients.

3.1.6. Failed or delayed execution of transactions or orders that may occur due to technical malfunction include, without limitation, power interruption, software installation issue, security breach, viruses, and slow internet connection of the Client. Technical malfunctions may also result in loss of data, commercial damages, and trading interruption. The Company does not and cannot guarantee that the trading platform would always operate perfectly. In this case, the Company will not be held liable for the damages or losses that the Client may encounter upon his/her use of the trading platform.

3.1.7. Modifications, revisions, or adjustments may be applied to the terms and conditions of the trading platform effective immediately, wherein the Client's continuous use of the services shall indicate his/her acceptance and agreement to such changes. Alterations may be applied to the terms and conditions of the platform without prior notice and without the obligation to explain or justify the amendments.

3.1.8. Being that the trading platform is one of the Company's intellectual properties, it is strictly prohibited to alter, duplicate, resell, or distribute the trading platform for the purpose of the Client's personal benefit or interest. Unauthorized access or misuse of the trading platform may violate its copyrights which could result in legal proceedings.

3.1.9. In compliance with the KYC Policy, the Company has the right to restrict or terminate the Client's use of the trading platform, account, and services if he/she provides any false or inaccurate personal information. Should the Client violate the trading account terms and conditions, the account restriction or termination may close any ongoing or pending trades.

3.1.10. The Client understands and agrees that certain trading activities and orders are prohibited by the Company, including, but not limited to, scalping, the use of expert advisors and other software that conducts manipulation or falsification in the trading platform. The Company reserves the right to halt, restrict, remove, close or cancel any trade, order or account that is suspected or proven to conduct prohibited trading activities.

### 3.2. Financial Instruments and Execution of Orders

3.2.1. Currencies, cryptocurrencies, stocks, shares, equities, commodities, indices, futures, derivatives, and other financial instruments (individually or collectively hereinafter the "Financial Instrument(s)") are some of the financial instruments being offered by the Company. While the Company offers various financial

instruments, these instruments are not guaranteed to be for all types of investors and traders. The Client is solely responsible for determining whether he/she is suitable to trade any of these financial instruments.

3.2.2. The Client is solely responsible for ensuring that his/her knowledge, experience, objection, and intention are suitable for the services that the Company provides, including the aptness of the financial instruments he/she invests. Market advice and financial portfolio may be offered and provided, without the obligation, to the Client. The Client ensures that he/she fully understands the market information or financial portfolio he/she receives from the Company, wherein acceptance and implementation of such shall imply that the Client has carefully assessed and evaluated it.

3.2.3. By means of initiating an order or trade, the Client conforms to the concept of price slippage or market gapping in the financial instruments that may result in market price fluctuation. That being so, the Company does not and cannot guarantee that the outcome of such volatility will be at the advantage or disadvantage of the Client.

3.2.4. Conducted trade under 30 seconds should be reserved with an affiliated provider of the Company before execution, which otherwise is considered invalid and will be canceled including its profit.

3.2.5. The Client understands and agrees that all market transactions involve at least two parties (hereinafter the "Counter-parties"), wherein the Company is the counterparty of the Client for each order or trade. The Client acknowledges that all trades and orders are non-transferable to a different trading account, to another Client's account, or to another Company.

3.2.6. Market prices of all financial instruments frequently fluctuate which is beyond the control of the Company. All market price movements are dependent on the financial instrument itself and is highly associated with financial risks including loss due to market volatility, which may arise upon the Client's use of the services. The Company does not advise the Client on the merits or aptness of any trade or contract entered into pursuant to this Agreement, nor will the Company monitor the investments of the Client. The Client understands and agrees that the execution of any order does not in any way indicate that the Company has approved or recommended that trade or order.

3.2.7. The financial market has unpredictable conditions and events where changes and adjustments must be implemented. As a result, market conditions and trading specifications such as price quotes, bid and ask prices, rollover fees, swaps, spreads, contract sizes, and leverage can be changed by the Company whenever deemed appropriate. The Client hereby agrees to such changes, effective immediately, without giving notice prior to the modification.

3.2.8. Price quotes will be displayed in the trading platform for the Client to manage his/her entry and exit point in executing an order or trade. The Company can only accept orders and trades of existing financial instruments with valid specifications. The Company reserves the right to alter the price quote of any order effective immediately if it deems necessary.

3.2.9. Each trade and order can be initiated and entered using the trading platform. A price quote for a financial instrument or asset is made available to execute an order or transaction with a principal amount not more than the maximum leverage as determined by the liquidity providers. Price quotes and maximum leverage offered to the Client may vary according to his/her account condition or proficiency. Price quotes and leverage may also differ to what is offered to other Clients which the Company may change or cancel at any time without the obligation to provide an explanation. The Company reserves the right, in its absolute discretion, to immediately change, cancel, or reject to deal on any price quote, or cease the provision of the price quotes of any financial instrument at any time without the obligation to provide an explanation.

3.2.10. The Client ensures that he/she has fully read and understood the Risk Disclosure before entering and executing an order or trade. The Client can execute any available financial instrument or asset provided that such execution does not breach the terms and conditions of the Risk Disclosure and of this Agreement. Instructions and orders can be sent to the official email, and if the Client sends his/her instructions through email, such request will be subject to the approval of the Company. Instructions provided outside of the trading platform must be confirmed by the Client in writing.

3.2.11. The Client acknowledges that the price quote of a financial instrument or asset can be different from the price when the trade or order was entered. Such differences may occur due to a sudden change in the market price while executing the order. Changes in the market prices may positively or negatively affect the trades and investment of the Client. The Company reserves the right to refuse and reject any order or price quotation request from the Client if the respective financial instrument is restricted from execution and if it deems necessary. The Company may impose restrictions and limitations with the submission of orders, trades, volumes, and the number of positions executed in a day, and if necessary, the Company may reject, cancel, or close such order.

3.2.12. It is the obligation of the Client to ensure that the specifications of his/her trade and orders are correct, accurate, and complete upon his/her execution through the platform. With the use of the trading platform, the Client acknowledges the risks of opening and closing trades or orders that can affect the overall status of his/her trading account. The Client is solely responsible for any loss or damage that may occur if he/she enters or submits an order or trade by mistake or with incomplete or inaccurate information intentionally or unintentionally. While the Company will not be liable for such error or violation, the Company will not be obligated to advise or provide the Client any recommendation at the time being.

3.2.13. Regardless of the chosen method of the Client to submit or execute his/her trade or order, the Client is solely responsible for completing and implementing the position. The Client ensures that he/she complies with the requirements and obligations in this Agreement upon his/her submission of the order or trade.

3.2.14. Certain intractable occurrences in the financial market are beyond the Company's control, including, without limitation, the volatility of the market, data latency, speed of online operation and connection of the Client. While the Company will not be liable for any damage and loss due to the foregoing eventuality, the Company may, without the obligation, provide resolution to the Client in line with this Agreement. Price quotes and other financial instruments may be unavailable in case of force majeure events in line with **Paragraph 7.2.2.** of this Agreement.

3.2.15. After submitting an order or instruction, the Client must assure that he/she will be available for contact to confirm and verify the execution. Proper account management and monitoring are the responsibilities of the Client including the supervision of his/her executed and ongoing trades. Certain financial instruments or assets may be restricted or prohibited from execution if it exceeds the maximum risk levels and limits that liquidity providers impose. The Client acknowledges that the orders and pending trades are automatically executed sequentially. If the Client is uncertain whether his/her order has been approved, or if the trade has been executed, he/she may send an email for further verification or contact the Company through its available means of communication.

3.2.16. The Client understands and agrees that if the funds of his/her trading account is insufficient or if any of his/her trades fluctuate, the Company may prohibit or close such trade. The Company reserves the right to restrict, suspend or terminate the use or access of the Client to his/her trading account on reasonable grounds. The Company may withhold any trade and order if it deems necessary or if the Client violates any of the terms and conditions of this Agreement.

3.2.17. Some orders may be unavailable for execution if the liquidity provider has not provided its price, wherein the order shall only be executed if it ranges within the price quote provided by the liquidity provider.

3.2.18. Trades can be closed manually in the trading platform; wherein overnight trades shall incur rollover fees. In relation to the additional legal documentation of the Company, Risk Disclosure, the Client understands and accepts the risks associated with financial investing that may lead to capital deficit or loss. The Client hereby acknowledges that if he/she fails to close a trade of a financial asset or contract before it expires, the ongoing trade may automatically close despite the floating profit or loss. A trade of a financial asset or contract may be excluded from automatic closure if the trading account of the Client is stable and sturdy and its statistics meet the quality standard. If such a case occurs, transferring to a different liquidity provider is feasible subject to the terms and conditions of this Agreement.

3.2.19. The Client understands and accepts that investing with financial assets and contracts may affect the Client's capital investment. The Client hereby acknowledges that if a financial asset or contract expires before closing the trade, this may result in an automatic close of trade.

3.2.20. If the Client has a shares reservation or contract reservation that was not implemented or was not successfully executed, its equivalent amount percentage will be deducted from the trading account of the Client. The corresponding percentage will be deducted from the trading account, depending on the value (price) of the asset at the time of booking or depending on the remaining quantity at the expiration of the agreement. The percentage can vary from 5% to 10%, depending on the leverage. For the Client's benefit, the Company reserves the right to close an ongoing trade in divided lots or volumes to indemnify or mitigate the floating loss from the total floating profit.

### **3.3. Market Information and Recommendations**

3.3.1. As part of the Company's services, trading materials can, without the obligation, be offered and provided to Clients. Trading materials include, but are not limited to, market information and signals, charts, fundamental analysis, technical analysis and data, news articles and reports, educational videos, and e-books (collectively hereinafter the "Trading Materials"). These trading materials may be provided on the official website or through the means of other communication made available by the Company.

3.3.2. The Company may, without the obligation, provide market recommendations and analyses for trading reference, all information is developed through professional assessment and evaluation that still do not guarantee absolute accuracy and consistency. The Client understands and agrees that the trading materials and other services offered are not intended to provide legal, tax, or investment advice in any form. The Company does not guarantee any statement regarding profits or income, whether expressed or implied. All information provided to the Client is for mere guidance and the Client will be solely liable for its interpretation and implementation. Confirmation or verification of inquiries of the Client does not correspond with market recommendation or financial advice.

3.3.3. The Client understands and agrees that the use of the trading materials and market information are for reference and guidance only. Redistribution and unauthorized disclosure of any provided trading materials and market information are strictly prohibited. The Client affirms that any trading material or market information provided to him/her will not be used for inappropriate or illegal purposes.

3.3.4. The Company is not obligated to continue to provide the foregoing trading materials and market information, where the Company may remove, cancel, or reject any request to receive such information. Furthermore, the Company is not obligated to update, modify, or edit any information provided. The Company will not be responsible and liable for any inaccuracy, interruption, or delay of any information that may result in damages or losses.

3.3.5. While the Company can provide these trading materials to guide the Client and contribute to his/her proficiency in trading, the Company cannot and does not guarantee the materials to be free of errors. The Client acknowledges that these trading materials are mere recommendations and are for reference only. The Company cannot and does not guarantee that the trading materials offered and provided are absolutely reliable, accurate, consistent, or verified. The Client is solely responsible for evaluating and determining whether the trading materials and other recommendations he/she receives from the Company are applicable for his/her trading or investment.

### **3.4. Bonuses, Rewards, and Promotions**

3.4.1. Bonuses, rewards, and promotions are offered and provided by the Company from time to time, subject to certain terms and conditions. These bonuses, rewards, and promotions may be announced or offered to the Client on the official website or through the available means of communication. If bonuses, rewards, or promotions are offered to the Client, the mechanics, details, inclusions, dates of run, and other specifications of the benefits shall be stated therein. While the Company provides such benefits as part of its services, the Company is not obligated to notify any Client of such benefit. The Client understands and agrees that some or all bonuses, rewards, and promotions may be limited, restricted, or unavailable to him/her.

3.4.2. The Client is solely responsible for verifying and confirming the benefits and offers he/she receives including the availability of such. Bonuses and rewards may be offered to new Clients and to initial depositors, subject to certain terms and conditions. The Company will not be liable in any way if the Client did not fully understand or acknowledge the respective terms and conditions of any reward, bonus, or promotion. For further inquiries or concerns regarding any of the rewards, promotions, or bonuses, contact the Company via email, phone, or live chat.

3.4.3. The Company reserves the right to change, cancel, and revoke any reward, bonus, or promotion for whatever reason that the Company deems necessary, especially if the Client is suspected or proven to have violated any of the terms and conditions of this Agreement or of the respective benefit. Further negligence or misuse of the benefits may proceed with legal actions.

3.4.4. If the Client intends to withdraw the bonuses or profits obtained from the bonuses, he/she must comply accordingly with the specific guidelines and terms applied to such benefit subject to the approval of the Company. If the Client obtained bonuses and intends to withdraw a certain amount whether it includes profit, the corresponding percentage ratio of the withdrawal amount from the balance will be deducted from the bonuses.

## 4. Information and Data Records

### 4.1. Personal Information

4.1.1. In compliance with the KYC Policy, the Client must provide all required information and documents for verification means. Clients must comply immediately with the required documents to proceed to account verification. The Client is responsible for assuring that the information and details he/she submits are true, accurate, and complete upon his/her submission of any registration form and as in compliance with the respective procedure.

4.1.2. The Client acknowledges that he/she must comply with the registration and verification procedures. In line with this, personal information shall be collected by the Company including, but not limited to, full name, birth date, full address, occupation, financial capabilities, and contact details like phone number and email address. Such information and details will be used to set up and verify the trading account of the Client to be able to receive an assigned account number and access credentials.

4.1.3. Certain information and details will need documentations for further verification including proof of identity and proof of residence. The Company collects the personal information of the Client as obliged by the affiliated banks and PSPs, and when, without limitation, he/she registers in the official website or when the Client initiates financial transactions in his/her account. The Client affirms that all of his/her information and documents are true, accurate, and complete upon his/her submission. The Client is solely liable for any damage or loss that he/she may incur as a result of noncompliance with the respective procedure.

4.1.4. The Company reserves the right in its sole discretion to reject or cancel a registration and to restrict or terminate an account without providing an explanation. The Company may reject, cancel, or invalidate any registration request if any information or document submitted was incorrect, inaccurate, or incomplete, or for any reason that the Company deems it necessary. If there are any changes in the personal information of the Client, he/she must contact the Company immediately to update such information.

4.1.5. Required documents for identity and residential verification may vary from country to country and may also depend on the used payment method provider. The Client agrees that he/she must provide any additional documentation as requested by the Company as part of its KYC Procedure.

### 4.2. Data Records

4.2.1. The Company can collect further Client information upon his/her registration in the website or through the Client's provision of his/her scanned documents. The Company reserves the right to record all communications between both parties, including the exchange of emails, phone conversations, and chat messages strictly for professional purposes only. The Company can also collect and permanently store information and data of all attempted and successful financial transactions made by the Client. The Client agrees that the affiliated PSPs and banks may also collect and keep the transaction records of the Client if he/she attempts or successfully transacts using the respective method.

4.2.2. All information and conversations collected and recorded are intellectual properties of the Company, and the confidentiality of all records are in compliance with the Privacy Policy. All information and data recorded will be strictly confidential and may be restricted from access and use, whether the account owner of such information is active or inactive. The Company upholds quality measures to keep all obtained information and data secure and confidential.

4.2.3. The Client acknowledges that information and records correspond to admissible proof of communications exchanged between the Company and the Client. In accordance with the Privacy Policy of the Company, such information and recordings may be disclosed out of legal obligation. All information and records may be used by the Company to verify any transaction, issue, or activity, and may be presented to court or government authorities if it deems obligatory.

4.2.4. Collected information, documentations, conversation, and activity records may be stored indefinitely by the Company. The Client accepts that the information and documentations may include verification process outside the jurisdiction of his/her residence. The Company may, but is not obligated to, store the collected information, documentations, and conversation and activity records indefinitely. Further verification of identity and other information can be made through email, phone call, and live chat.

4.2.5. While the Company may collect and store information, data, and other recordings in relation to its business, the Company is not obligated to provide any of its record information to the Client or any third party. The Company reserves its right to refuse and reject any request regarding the provision of any corresponding recorded information.

## **5. Access and Authorization**

### **5.1. Access to the Account and the Platform**

5.1.1. Login credentials are provided to the Client to access his/her trading account and platform with the Company. The Client thereon can use his/her account to set and execute trading activities, conduct financial and trading transactions, and view the transaction and account history.

5.1.2. The Client must ensure the confidentiality of his/her login credentials (e.g.: registered email, account number, username, password, access code) at all times. To ensure the safety and security of the trading account and platform, the Client must not disclose such credentials and must not leave his/her account unattended on any device.

5.1.3. The Client is solely liable for all transactions, orders, requests, and other trading activities that are initiated in his/her trading account and platform or any activity identified under his/her registered information. Therefore, any unauthorized or unlawful use of the account, whether intentionally or unintentionally by the Client himself/herself or by any third party, will be under the responsibility of the Client.

5.1.4. If the Client owns more than one account with the Company, the Company shall consider that all activities in the respective accounts were initiated and conducted by the Client only. This is to control and maintain order and to monitor the activities performed by the Clients with multiple accounts.

### **5.2. Electronic Signature**

5.2.1. Certain business transactions, contracts, and agreements may be provided as electronic documents which may need electronic signatures instead of paper-based documents and signatures. The Client acknowledges that electronic signatures are binding and are an affirmation to the respective document. The electronic signature of the Client in any electronic document is deemed to be equivalent to his/her official signature.

5.2.2. Electronic documents, forms, instructions, and communications can be received through email. If the Client's email is temporarily or permanently unavailable or inaccessible, or if the Client's registered email has changed, he/she must contact the Company immediately to avoid further complications regarding the receiving of electronic documents.

### **5.3. Third-Party Access**

5.3.1. The Client affirms that he/she is fully knowledgeable of the risks upon granting access and authority to a third party to operate or oversee his/her trading account. The Client is solely responsible for ensuring that he/she is cognizant of all activities performed by the respective authorized third party. While third-party access, subject to the approval of the Company, is allowed, the Client acknowledges that the Company is not obligated to provide advice or offer suggestions to such third party. The Client understands and accepts the liabilities for any damage or loss that may arise in consequence of authorizing a third party to access or use his/her trading account.

5.3.2. The Client is solely responsible for keeping his/her account information and credentials safe and secured from any unfavorable third-party access or use. If the Client presumes or suspects that there has been an unknown or inappropriate use or access to his/her account with the Company, such incident must be reported to the Company immediately. The Company will not be liable in any way for any damage or loss that the Client may incur due to misuse of a third-party access.

5.3.3. The Company does not encourage any Client to disclose his/her trading account information and account credentials to any third party. If the Client intends to authorize any third party to access or manage his/her trading account, a written request for third-party authorization must be sent to the official email subject to the Company's approval.

5.3.4. The Client can authorize one of his first-degree relatives to access or manage his/her trading account or trading platform provided that the Client complies with the procedure of third-party verification. If the Client declares that such authorization request is of a first-degree relative, a proof of relationship with the Client and the assigned person's personal identification documents must be submitted. The Company reserves the right to reject, cancel or invalidate any third-party authorization request if it deems necessary without the obligation to provide an explanation.



5.3.5. The Client is responsible for ensuring that he/she is fully aware of all the trading activities and operations made by the authorized third party in his/her trading account. The Client is also responsible for ensuring that the authorized third party is fully knowledgeable of the terms and conditions of this Agreement and that such third party is capable of managing the trading account. The Company presumes that all trading activities and transactions conducted by the respective third party are in knowledge of the Client regardless of abuse of authorization or enacting of fraudulent activities in the account. The Client will be solely liable for any damage or loss he/she may incur on account of granting access or authorizing any third party.

5.3.6. The Company reserves the right to restrict, cancel, or terminate the access and authorization immediately of any third party if it deems necessary without providing an explanation thereof. The Company can reject trading transactions and financial transactions made by any third party on behalf of the Client.

## 6. Financial Transactions

### 6.1. Funding

6.1.1. The Company has provided on its official website the available funding methods that the Client can use to transact his/her deposits. The various payment methods offered and made available to the Client are for the sole purpose of transacting deposits into the trading account to conduct trading activities with the Company. Intentions other than the sole use of the payment methods are prohibited by the Company.

6.1.2. If the preferred deposit method of the Client is temporarily or permanently unavailable or inaccessible, the Company will offer a different available method suitable for the transaction. Foreign transactions of deposits and deposit requests are subject to the approval of the Company, wherein the Company reserves the right to reject or cancel such transaction.

6.1.3. Deposit and withdrawal limits are strictly imposed by the payment service providers and may be changed from time to time. Transaction limits are predetermined and restricted daily, monthly, and yearly depending on the PSP. The Client understands and agrees that he/she is bound to comply with the arranged and specified transaction limits in accordance with the rules and regulations enforced by the respective PSP. The Company can, without the obligation, inform the Client should there be any modification or adjustment to the imposed transaction limits. The Client acknowledges that these limitations are obligatory and meted out to distinguish, avoid, and prevent any financial crime, both by the Company and its payment service affiliates.

6.1.4. The Client agrees that he/she is solely responsible for every transaction made and conducted in his/her account, including of heeding the operating conditions upon his/her transaction regardless of the precautionary measures taken by the Company. All deposits and withdrawals transacted through or by the Company are verified and recorded.

6.1.5. The Client affirms that he/she consents and approves, and that he/she is aware of all the financial transactions conducted in his/her account and are solely initiated by him/her. The Client can authorize a third party to perform a transaction on his/her behalf, provided that the request of the Client was consented by the Company. If the Client intends to authorize a third party to deposit or withdraw funds from his/her account, a written letter of request should be sent to the official email of the Company subject to approval.

6.1.6. In accordance with **Paragraph 2.2.1.**, currency conversions are systematically computed and are indefinitely changing. The Client agrees that if the system conversion does not correspond to his/her personal computation, variations are primarily due to the unpredictable arithmetic that is beyond the Company's control.

6.1.7. By means of trading with the Company and using its services, given the speculative attributes of online trading, the Client agrees that he/she is not eligible to file a chargeback. The Company thereby reserves the right to block, suspend, or terminate any trading account that has filed for a chargeback.

6.1.8. All payments initiated and conducted by the Client are tracked and recorded by the Company and its third-party bank affiliates and respective PSPs, wherein such records are classified as an intellectual property of the Company. The Client acknowledges that these financial transaction records are confidential but may be used as a reference if it deems obligatory by the circumstance or by any corresponding law or regulation. If in any case that the Client requests to obtain any financial transaction record, the Company reserves the right to reject or cancel such request without the obligation to provide an explanation or justification.

6.1.9. Deposited funds should only be in the form of real money. The Client affirms that the money or fund he/she uses to trade or to avail the services of the Company is legally obtained and is not involved or acquired from financial fraud, launder, or embezzlement. The Client acknowledges that if his/her money or fund used with Company is suspected or proven to be acquired from any illegal activity, further legal actions shall proceed. The Client further acknowledges that accumulating interests from his/her account is strictly prohibited and may be subject to restriction, suspension, or termination of his/her account.

6.1.10. Deposits and payment transactions can be verified and processed by the Company within one (1) business day. The deposited amount may reflect on the Client's account within one (1) to five (5) business days upon the successful process of such transaction. The Company is not liable in any way for further delays or interruptions that may occur upon the transaction of the Client.

6.1.11. The Company reserves the right to reject any payment or financial transaction if it deems necessary or if such transaction violates any of the terms and conditions of this Agreement. The Company does not and will not transfer or send any money if such request does not comply with the proper procedure or if the Company deems such request invalid. The Company reserves the right to reject or cancel payments or financial transactions from any bank or third party that is not verified or affiliated with the Company. If a deposit

transaction is conducted by a third party on behalf of the Client, the corresponding third party must provide a power of attorney ("POA") and a valid I.D. subject to the Company's approval. The Client is solely responsible for any damage or loss he/she may incur in any unverified financial transaction.

6.1.12. The Company does not charge fees for any financial transaction, however, does not guarantee that the Client will be free from incurring transaction fees. Commission charges, processing, and service fees may be charged to the Client wherein he/she will be solely liable for settling such fees and charges imposed by banks and other third-party payment providers. The Client understands and agrees that if he/she incurs any additional charges or fees from banks or PSPs, he/she must settle such fees immediately.

6.1.13. The Client obligated to provide his/her personal identifications and documents including his/her financial information to thoroughly verify the transactions. If the Client intends to deposit in his/her trading account, he/she may use any of the available deposit methods on the official website. Certain payment service providers may differ in promptness including credit card transactions which may reflect on the trading account immediately, while bank transfers may take more time to process due to additional procedures.

6.1.14. In line with **Paragraph 1.2.5.**, the payment service providers and banks established separated terms and conditions that the Company and the Client must comply with. As part of the PSPs and banks' terms of use, the Client shall receive his/her withdrawn funds in the same manner he/she deposited it.

6.1.15. Transferring funds between trading accounts of two Company Clients must be requested through email accordingly. The relevant Clients must submit a letter subject to approval, provided that both trading accounts are verified.

## 6.2. Withdrawal

6.2.1. The Client can withdraw his/her funds through the available means indicated on the official website and the request for such transaction will be processed upon compliance with the terms and conditions of this Agreement. If the Client intends to withdraw any amount not less than the minimum or not more than the total in the trading account, he/she must comply with the principal guidelines of initiating a withdrawal. This includes that the Client's trading account is verified by the Company. The Client must ensure that he/she has provided the complete necessary documents to verify his/her trading account. If a withdrawal was requested, the Client must assure that he/she does not have any ongoing trades or pending orders in his/her trading account.

6.2.2. The Client acknowledges that withdrawal transactions from his/her trading account can only be processed and returned through the same method and to his/her corresponding bank account used to deposit. If it is necessary for the Client to receive his/her withdrawal through a different method, he/she must send a request to the official email, wherein additional personal and banking information may be obligatory.

6.2.3. The Client must first verify his/her trading account in order to request for a withdrawal. Account verification is a standard procedure that the Company strictly observes to prevent any type of fraudulence and other illegal activities. Personal information and other financial details may be required from the Client to verify his/her trading account with the Company. The Client must be able to provide personal bank account details named after him/her and is existent in the country of his/her residence corresponding to his/her registered address with the Company.

6.2.4. Before sending a withdrawal request, the Client must assure that he/she does not have any ongoing or pending trades or orders in his/her trading account.

6.2.5. The Company reserves the right to cancel any pending withdrawal request if deemed necessary. Cancellation of withdrawal requests may be due to noncompliance with the required documents or other relevant information such as bank details. If the Client does not comply within two months and if he/she does not respond to the Company's emails or calls as follow ups regarding his/her withdrawal, the Company will cancel the request. The Company will send an email notification to the Client before such cancellation.

## 6.3. Commissions, Fees, and Charges

6.3.1. The Client is responsible for settling the imposed fees including the bid and ask price and rollover fees in his/her trading account. Additional and separated fees and charges may arise upon the continuous use of the services and facilities of the Company. Imposed fees and charges can be displayed on the official website or trading platform, or the Company may, but is not obligated to, notify the Client regarding such fees via email.

6.3.2. The Company may change, modify, remove, cancel, or add to any of the imposed fees and charges immediately and as necessary in its sole discretion. While changes in commissions, fees, and charges may occur from time to time, the Client acknowledges that his/her continued access and use of the services affirms his/her acceptance of such change or modification.

6.3.3. Additional and separated commissions, fees and charges can also be incurred including, without limitation, VAT, rebates, profit-share, and other tax duties. Such additional and separated fees may be charged by third-party financial institutions or affiliates, wherein the Client is obligated to settle such additional fees in compliance with the respective third-party affiliates.

6.3.4. Imposed commissions, fees, and charges may have respective deadlines of settlement. The Client is responsible for ensuring of settling his/her own dues on or before the deadline. If the Client fails to settle his/her payment on time, the Company may restrict or terminate the Client's use of services and the access to his/her trading account. Further negligence to defray such outstanding dues may result in legal actions and termination of this Agreement.

6.3.5. If fees are not settled in due time, the Company reserves the right to charge an additional interest rate or fine consequently. The Client agrees that his/her trading account must meet the determined statistical requirements which may otherwise be charged with additional fees for non-compliance. The Client further agrees that a 4% annual interest rate and daily interest may apply according to his/her account standing.

6.3.6. If the Client intends to cancel or terminate his/her use of the services, facilities, and other properties of the Company, he/she must inform the Company in writing through the official email. Such cancelation or termination may be subject to approval upon evaluation if the Client has fully settled or performed his/her obligations to the Company.

## 7. Termination of the Agreement

### 7.1. Cancellation of Services

7.1.1. Both parties can terminate this Agreement provided that the party who initiated the termination does not have any ongoing obligation to the other party. If any of either party intends to terminate this Agreement and cancel all services, a written notification must be sent through email 14 days prior to the effective date of termination.

7.1.2. If the Client initiates the termination of this Agreement, he/she must ensure that he/she does not have pending orders, ongoing trades, unsettled fees, or outstanding dues. The Client must also ensure that he/she is not under any separated contract or agreement with the Company. The Client is obligated to settle all fees and charges upon the termination of this Agreement. This includes the required funds to close ongoing trades or orders, and other charges the Client may incur in relation to or arising from the termination of this Agreement.

7.1.3. If the Client intends to terminate this Agreement, the Company reserves the right to use the Client's funds to settle his/her obligations, wherein the Company can consolidate and set off the balances of the Client. The Client acknowledges that terminating this Agreement may hold or close some or all the trades and orders, and his/her use and access to the website, account, and the platform may be blocked or removed.

7.1.4. Termination of this Agreement for any reason shall not release either party hereto from any liability or obligation accrued prior to the effective date of such termination. Non-compliance with settling liabilities and obligations may result in legal proceedings, where the Company has the exclusive rights to revoke all existing profits in the trading account.

7.1.5. The Company reserves the right to conduct termination procedures to trading accounts that are presumed unused or inoperative for 30 days, or if the Client cannot be contacted in all means of communication. These termination procedures may also be conducted should the Client requests for a withdrawal amounting to the entire balance of his/her trading account. The Company will henceforth charge separate fees for inactivity and cancellation in case of unresolved liabilities. Further to this, the Company has the exclusive rights to revoke profits and cancel the bonus or credit funds from the total equity of the trading account.

### 7.2. Event of Default

7.2.1. An event of default will be declared if the Client is proven to be involved in prohibited trading activities or illegal financial activities and other illegal conductions. An event of default may also be declared if the Client fails to settle his/her obligations including completing the initial margin. The Company reserves the right to declare an event of default if the Client is incapacitated, deemed absent for a long period of time, or in case of death.

7.2.2. In the event of death or any unfortunate contingency that disallows the Client to continue this Agreement or activities with the Company, the Client's first-degree relative shall thereby be the successor of his/her trading account. The first-degree relative must present a proof of relationship with the Client to transfer the account successfully.

7.2.3. An event of default may also be declared in case of force majeure, wherein such occurrence prevents either party from complying with the Agreement. Force majeure events can be human acts such as, without limitation, national or international warfare, terrorism, labor dispute, lockouts, and civil disorder. Force majeure can also be an act of God that calls for an event of default as necessary in case of earthquake, tsunami, typhoon, fire, epidemic, and other natural calamities. Occurrences that are beyond the Company's control may also call for an event of default including, without limitation, electronic malfunction that is not willfully caused by the Company, market suspensions, and jurisdiction or regulatory bans.

7.2.4. The Company reserves the right to terminate this Agreement effective immediately in cases of **Paragraphs 7.2.1.** and **7.2.2.** Termination of this Agreement may automatically close, block, remove, or cancel the use and access of the Client to the services.

## 8. Definition of Terms

definitions of certain terms and words used in this Agreement will be described hereunder to clarify the meaning which can be used as a reference throughout.

*\* Trading platform definitions*

### **Account**

When used in this Agreement, unless the context otherwise requires, shall mean the uniquely assigned and created account for the Client when he/she opens a live account with the Company

### **Account Summary**

When used in this Agreement, unless the context otherwise requires, shall mean the overall activities in the Client's account, including trades and transaction history

### **Additional Agreement**

When used herein, means the separated contracts or agreements with different and additional terms and conditions that are mutually consented by the Client and the Company

### **Affiliate**

An individual or entity that applied for the Company's Affiliate Program who is remunerated by the Company, receiving fixed payments according to the separated Terms and Conditions of the program

### **Agreement**

When used herein, means this particular Agreement of the conditions and terms of use set by the Company, inclusive of all its annexes, appendices, attachments, chapters, sections, paragraphs, and clauses

### **Annualized \***

The conversion rate of a financial asset or instrument annually

### **Anti-Money Laundering** (herewith the "AML")

A standard policy in accordance with the applicable laws and regulations, and the principal initiatives in the development of international law and standards involving the work of the United Nations (UN) and other respective entities to prevent any type of illegal financing

### **Applicable Laws and Regulations**

When used in this Agreement, unless the context otherwise requires, means, collectively, the AML Policy, KYC Policy, as well as other laws and regulations of a relevant governmental or regulatory authority, the rules and regulations of the relevant applicable local, state, federal and international laws, and the rules and regulations of the countries and jurisdictions of the parties involved

### **Ask Price \***

The price quote of a market asset or instrument, the base price at which the Client can buy

### **Averaging Up or Averaging Down \***

The act of purchasing more of the financial asset or instrument as its price increases or decreases

### **Balance \***

The available funds or money in the account of the Client

### **Base Currency \***

The first currency in a currency pair (i.e.: the base currency in EUR/USD is the EUR)

### **Bid Price \***

The price quote of a market asset or instrument, the secondary price at which the Client can sell

### **Bonus \***

Funds added to the account of the Client, provided by the Company or from any of its affiliated banks and financial institutions

### **Business Day**

The operating day of the Company, any Gregorian-calendar day from Monday to Friday only, beginning at 00:00 GMT+2 and ending at 23:59 GMT+2

**Buy Limit \***

An order to buy a financial instrument at or a below a specified price

**Buy Stop \***

An order to buy a financial instrument entered at a price above the current price

**Capital \***

The initial or existing investment or fund

**Capital Gain \***

When the price of an asset surges

**Capital Loss \***

When the price of an asset plunges

**The Client(s)**

May also be referred to as "he/she", "you", "your", "yours", or "user/s" in this Agreement and in other contracts, the entity or person who uses any of the services of the Company

**Commission \***

Payment charged by the Company or any legal entity to maintain the business operation

**The Company**

When used herein, collectively, is the management, administration, directors, and workforce including the employees and representatives of Kiplar Limited

**Conflict of Interests**

A separated document prevailing policies and procedures regarding the conflicting interest of the Client against the Company or any of its terms and conditions of service use

**Contract**

Any contract, whether oral or written, for the purchase or sale of any commodity or currency, or any other supported financial instrument including derivative contracts or other transactions related thereto, undertaken by and between the Company and the Client

**Contrarian Investing \***

The act of investing a declining market and selling an asset in a bullish market

**Counterparty or Counterparties**

Not to be confused with Eligible Counterparty; The banks, PSPs and other financial firms through whom the Company may cover transactions and contracts with Clients

**Credentials**

When used in this Agreement, unless the context otherwise requires, are the log-in credentials that the Client uses to access his/her account, including the registered email address, account number and password

**Credit \***

Credit herein is the additional funds provided by the Company or from any of its affiliated banks or financial institutions, which the Client shall pay and settle eventually

**Currency \***

The system of money in general use in a particular country

**Currency Pair(s) \***

The quotation of two different currencies, or the exchange rate with the value of one currency being quoted by the other

**Day Trader and Day Trading \***

Respectively, an investor who executes and closes trades of multiple financial assets or instruments within the same trading day

**Deposit(s)**

In this Agreement, unless the context otherwise requires, means the fund or money of the Client transacted into his/her account with the Company

**Derivative(s) \***

Derivatives herein is the type of investment covering a diverse set of markets including, but not limited to indices, commodities and stocks

### **Disputes & Complaints Policy**

A separated document policy of the Company with standard procedures and the process of resolving disputes between the Client and the Company in relation to this Agreement and regarding any service that the Company provides

### **Electronic Messaging**

When used in this Agreement, unless the context otherwise requires, is the mean of any form of electronic communication that the Company uses to reach the Clients; Including, but not limited to, email and other digital communicating applications or software

### **Electronic Service(s)**

The services provided digitally by the Company through internet service or other routing system

### **Electronic Signature**

A digital or electronic form provided for Clients to sign agreements, contracts or other written documents

### **Electronic Trading Platform**

The online trading platform(s) that is/are made available for the Clients to execute trades and perform other trading-related activities

### **Equity \***

The current capital value of the Client in his/her account (Total Value of open positions +/- Floating Profit or Loss +/- Swaps + Balance)

### **Event of Default**

In this Agreement, unless the context otherwise requires, the event of default and its descriptive factors are elaborated in **Section 7.2. Event of Default** of this Agreement

### **Exchange Rate Risk \***

The possibility of risk involved that the Client could incur from investing in a volatile asset or instrument

### **Execution of Orders**

A separated policy of the Company regarding the best execution when executing orders, discussing the terms and conditions as part of the Company's business; A contractually binding agreement between the Client and the Company applicable to all instructions, orders and transactions

### **Financial Instrument(s) \***

When used in this Agreement, unless the context otherwise requires, shall mean the derivatives, currencies, currency pairs, cryptocurrencies, equities, shares, stocks, commodities, metals, financial indices, options, futures, and any other trading tools relating to market assets that the Company offers

### **Floating Loss \***

The current and changing unofficial loss from holding a position

### **Floating Profit \***

The current and changing unofficial profit from holding a position

### **Forecast \***

An analysis and professional speculation of the markets in a statistical or technical manner

### **Free Margin \***

Funds not used as guarantee to open positions relating to transactions or orders entered into the account (Equity - Margin)

### **Funding Policy**

A separated document policy in accordance with the rules and standard procedures when depositing money in accordance with the banks and other payment providers affiliated with the Company

### **Fund(s)**

The money or capital investment of the Client in his/her account

### **Hedge or Hedging \***

Executing positions in "Buy" and "Sell" of the same asset with identical volumes



**Index \***

The Index is a financial instrument of underlying assets in the market to measure a group of stocks

**Initial Public Offering (IPO) \***

The initial offering of shares to the public market or stock exchange

**Intellectual Property**

Collectively, the properties of the Company including, but not limited to, the services, products, platforms, and software, elaborated in **Section 1.5. Intellectual Property** in this Agreement

**Instruction(s)**

In this Agreement, unless the context otherwise requires, are the dealing instructions that the Client mandates the Company to execute trading activities in his/her account, wherein the Company may, its sole discretion without the obligation to do so, accept instructions from the Client through a written letter of request or through other means of communication orally

**Know Your Customer** (herewith the "KYC")

A standard official policy in accordance with the applicable laws and regulations of which process requires the verifying the identity of Client to assess potential risks of illegal intentions for the business relationship

**Leverage \***

Ratio of amount in a transaction to the required deposit

**Long Position \***

A position that the Client can buy, and which becomes beneficial as the market price rises

**Margin \***

The amount of money used to maintain open positions

**Margin Call \***

The demand to deposit additional funds to raise the minimum maintained margin which occurs due to the decline of the account volume

**Margin Call Level \***

The level required to maintain the open positions in the account

**Margin Level \***

The relation between the Client's funds and the margin which is expressed as a percentage

**Market**

Any regulated market or multilateral trading facility on which underlying instruments can be traded

**Market Price Difference \***

The price difference between the bid and ask price

**Opening Price and Closing Price \***

Respectively, the initial price of an asset when it opens in the market, and the final price of an asset once the market ends trading-day session

**Open Position or Open Trade \***

An active trade that has yet to be closed

**Order \***

The order to enter a transaction or contract in terms of a specific financial instrument on conditions stipulated in the order, and by default is considered good 'till cancelled (hereinafter the "GTC")

**Party**

The party to this Agreement refers to the Client or the Company, wherein the Client and the Company may be collectively referred to as "Parties" or "Both Parties"

**Pending Order \***

An order or trade that has yet to be executed

**Personal Data**

Collectively includes any information regarding an identified or identifiable individual

**Pip(s) \***

The smallest numerical value of a price quote (i.e.: the fixed or variable last digit to the right of a decimal point)

**Position \***

An executed trade in the trading platform of the Client, both ongoing and closed

**Principal**

The individual person or the legal entity who is a party that mandates a transaction, order, contract, or agreement

**Privacy Policy**

A separated official document and standard policy of the Company created as a legal compliance in collecting personal information from our Clients

**Rally \***

Rapid surge of price of any financial instrument

**Refund Procedure**

A separated official document of the refunding policy of the Company with standard procedures when the Client reimburses his/her money invested in his/her account with the Company

**Risk Disclosure Statement**

A separated official document that outlines the terms and conditions of financial investment and transaction, disclosing the potential risks associated with trading

**Sell Limit \***

An order to sell a financial instrument at or above a specified price

**Sell Stop \***

An order to sell a financial instrument entered at a price below the current price

**Service(s)**

The (financial or investment) services and products that the Company offers and provides to its Clients, including any act of assistance that the Company or any of its workforce may provide

**Share(s) \***

Entity rights in relation to the investment made in a company

**Short Position \***

A position that the Client can sell, and which becomes beneficial as the market price declines

**Stock(s) \***

A financial instrument referring to the partial ownership of a company's assets and profits

**Stock Symbol \***

A unique series of letters assigned to a financial asset

**Stop Loss \***

An order to close an open trade at a price less profitable by placing the limitation

**Stop-out \***

The automatic closure of one or more position when an account drops below the required margin level to maintain open positions

**Stop-out Level \***

The specific point where active positions may close automatically due to the decrease of margin level

**Swap(s) \***

Rollover fees or interest added to or deducted from the Client's account holding or transferring open positions overnight

**Take Profit \***

An order to close an open trade when it reaches a specific profit amount

**Terms and Conditions**

When used in this Agreement, terms and conditions are the rules or context governing the relationship between the Client and the Company, including the rules and regulations of separated and additional policies, agreements, or contracts

**Trading Account or Platform Account**

The account of the Client that he/she uses to execute his/her trades or perform trading-related activities which is, by default, also a MetaTrader 5 (or MT5) account

**Transaction**

Any transaction subject to this Agreement connotes as, unless stated otherwise: A) Transactions in financial instruments and contracts of financial assets; B) the act of conducting financial transactions through depositing or withdrawing funds from the account of the Client

**Volatility \***

The rapid and unpredictable change in the price of any financial instrument, especially to fluctuate

**Volume \***

The number of shares or contracts traded during a particular period of time

**Withdraw(al)**

In this Agreement, unless the context otherwise requires, means the profit, funds, or money of the Client transacted or taken out from his/her account