Courtiro

Customer Terms of Use

Introduction

These Customer Terms of Use *(the "**Terms**")* establish the legal framework governing the contractual relationship between **COURTIRO** *(the "**Company**")* and each individual or legal entity that applies for, registers with, accesses, or uses the Services made available by the Company *(the "**Customer**").*

These Terms establish the contractual framework governing the availability, administration, delivery, and use of the Company's Services and define the respective rights, obligations, responsibilities, and expectations of the Company and the Customer throughout the duration of their contractual relationship. They are intended to promote transparency, contractual certainty, operational integrity, and compliance with applicable legal and regulatory requirements.

Access to and continued use of the Company's Services are conditional upon the Customer's acceptance of these Terms and every policy, notice, disclosure, guideline, or supplementary document expressly incorporated by reference. Collectively, these documents constitute the contractual framework governing the relationship between the Company and the Customer.

By requesting the establishment of a Customer Account, accessing the Company's platforms, or using any Service, the Customer confirms that they have been afforded a reasonable opportunity to review these Terms, understand their contents, and, where considered appropriate, obtain independent legal, financial, taxation, or other professional advice before entering into this contractual relationship.

Customers who do not accept these Terms in their entirety, or who are unwilling to comply with the obligations established herein, must refrain from registering for, accessing, or using the Company's Services.

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Nothing contained within these Terms shall be interpreted as limiting any obligation imposed upon either Party under applicable law. These Terms shall be applied and interpreted in a manner that gives effect to their commercial purpose while supporting the lawful, secure, and responsible provision of the Company's Services.

PART I: INTRODUCTORY PROVISIONS

Section 1.1: Establishment of the Contractual Relationship

1.1.1 Purpose of these Customer Terms of Use

These Terms constitute the principal contractual instrument governing the legal relationship between the Company and the Customer in connection with the Company's Services. They establish the contractual rights, obligations, responsibilities, standards of conduct, and limitations applicable to both Parties throughout the duration of their contractual relationship.

These Terms are intended to provide a comprehensive framework for the administration of the Services and shall govern every Customer Account, transaction, communication, instruction, activity, and interaction undertaken in connection with the Services, except where the Parties expressly agree otherwise in writing.

The Company may introduce, modify, replace, suspend, or discontinue Services, products, technologies, platforms, or operational features from time to time. Unless expressly stated otherwise, every such Service shall remain subject to these Terms upon becoming available to Customers.

The Customer's continued eligibility to access and use the Services is conditional upon ongoing compliance with these Terms and every applicable policy, procedure, notice, and regulatory requirement incorporated into this Agreement.

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1..1.2 Formation of the Agreement

A legally binding contractual relationship between the Company and the Customer shall be established upon the earliest occurrence of any of the following events:

(a) the Customer accepts these Terms through an electronic, written, or other method approved by the Company;

(b) the Company approves the Customer's application and establishes a Customer Account;

(c) the Customer first accesses, activates, or uses any Service made available by the Company; or

(d) any conduct of the Customer reasonably demonstrates an intention to enter into a contractual relationship with the Company.

From the moment the contractual relationship is established, both Parties shall be bound by these Terms, together with every policy, notice, disclosure, guideline, or supplementary document incorporated by reference.

The establishment of the contractual relationship does not obligate the Company to provide every available Service immediately. Certain Services may remain subject to additional eligibility criteria, verification procedures, operational requirements, or regulatory obligations before they become available to the Customer.

- **1.1.2.1 Commencement of Rights and Obligations**

  The respective rights and obligations of the Parties shall take effect upon the establishment of the contractual relationship and shall remain enforceable throughout its duration unless expressly provided otherwise in these Terms or required by applicable law.

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Where the Company requires additional documentation, verification, or compliance procedures after the contractual relationship has been established, the Customer shall cooperate fully with such requirements. Failure to do so may result in restrictions on the availability of particular Services without affecting the validity of the Agreement itself.

- **1.1.2.2 Separate Service Arrangements**

The Company may, where appropriate, require the Customer to enter into additional agreements, acknowledgements, disclosures, or product-specific terms governing particular Services or products.

Unless expressly stated otherwise, such supplementary documents shall complement these Terms and shall be interpreted consistently with them. In the event of any inconsistency, the order of precedence established elsewhere in these Terms shall apply.

1.1.3 Acceptance and Continuing Effect

Acceptance of these Terms is an essential prerequisite to establishing and maintaining the contractual relationship between the Company and the Customer. No individual or legal entity may access or use the Company's Services unless these Terms have been accepted in the manner prescribed by the Company.

Acceptance may be communicated through electronic confirmation, execution of registration documentation, digital acknowledgment, continued use of the Services following notice of these Terms, or any other method that clearly demonstrates the Customer's intention to be legally bound by this Agreement.

The Customer confirms that, prior to accepting these Terms, they have been afforded a reasonable opportunity to review their contents, consider their legal implications, and obtain independent legal, financial, taxation, or other professional advice where deemed appropriate.

Acceptance of these Terms constitutes the Customer's confirmation that they understand and agree to comply with every obligation, restriction, policy, procedure, and requirement incorporated into this Agreement, both upon commencement of the contractual relationship and throughout its duration.

1.1.3.1 Amendments to these Terms

The Company reserves the right to amend, supplement, replace, or update these Terms whenever reasonably required for operational, commercial, legal, regulatory, technological, security, or risk management purposes.

Unless applicable law requires otherwise, any amendment shall become effective upon publication through the Company's official communication channels or on such later date as may be specified in the relevant notice.

The Company may, where appropriate, notify Customers of material amendments by electronic communication, publication on its official website, through the Customer Portal, the Trading Platform, or any other communication channel designated by the Company.

Continued access to or use of the Services after an amendment becomes effective shall constitute the Customer's acceptance of the amended Terms.

Where the Customer does not agree with an amendment, the Customer must immediately discontinue the use of the affected Services and may request the closure of the Customer Account in accordance with the applicable account closure procedures.

1.1.3.2 Continuing Acceptance

The Customer acknowledges that acceptance of these Terms is not limited to the initial registration process.

Throughout the contractual relationship, the Customer's continued access to the Services, submission of instructions, execution of transactions, or other use of the Company's facilities shall constitute ongoing confirmation of the Customer's intention to remain bound by these Terms, as amended from time to time.

Nothing in this provision limits the Customer's statutory rights where mandatory law requires a different procedure for accepting contractual amendments.

1.1.3.3 Independent Review

The Customer acknowledges that the decision to enter into this Agreement has been made voluntarily and independently.

The Customer further confirms that, before accepting these Terms, they have had sufficient opportunity to review their contents and, where considered appropriate, obtain independent legal, financial, taxation, or other professional advice.

The Company does not represent or warrant that these Terms are appropriate for the Customer's individual circumstances, objectives, financial position, or legal requirements.

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1.1.4 Scope and Application

These Terms govern every aspect of the contractual relationship between the Company and the Customer arising from or connected with the provision, administration, availability, access to, and use of the Company's Services.

Unless expressly agreed otherwise in writing, these Terms apply uniformly to all Services, Customer Accounts, transactions, communications, instructions, digital platforms, technologies, operational processes, and other facilities made available by the Company, regardless of the manner in which they are accessed or utilized.

The Company may introduce new Services, modify existing Services, discontinue particular products, or implement operational, technological, or regulatory changes from time to time. Unless expressly stated otherwise, every such Service, product, or modification shall automatically become subject to these Terms upon becoming available to Customers.

Nothing contained in these Terms shall be interpreted as limiting the Company's ability to introduce additional contractual requirements, product-specific conditions, operational procedures, or regulatory controls where reasonably necessary for the provision of particular Services.

- **1.1.4.1 Incorporated Documents**

  These Terms shall be read together with every policy, disclosure, notice, guideline, schedule, operational procedure, and supplementary document that the Company expressly identifies as forming part of the contractual relationship between the Parties.

  Such documents may include, without limitation:

(a) Risk Disclosure and Acknowledgement;

(b) Data Privacy and Personal Information Management Agreement;

(c) Anti-money Laundering and Counter-terrorist Financing Compliance Agreement;

(d) Customer Reimbursement and Compensation Agreement;

(e) Customer Complaints and Dispute Handling Agreement;

(f) Conflict Of Interest Management and Disclosure Agreement;

(g) Order Processing and Trade Execution Agreement;

(h) any other document expressly designated by the Company as forming part of these Terms.

Each incorporated document shall form an integral part of these Terms and shall be binding upon the Customer as though fully set out herein.

1.1.4.2 Order of Precedence

Where any inconsistency exists between these Terms and a document incorporated by reference, these Terms shall prevail unless the incorporated document expressly states that it is intended to amend, supplement, or supersede a specific provision of these Terms.

Operational notices, technical instructions, and temporary procedures issued by the Company shall be interpreted consistently with these Terms and shall not modify the contractual rights or obligations of the Parties unless expressly stated.

1.1.4.3 Official Language

These Terms and every contractual document, policy, disclosure, notice, and communication issued by the Company shall be prepared in the English language unless the Company expressly provides otherwise.

Any translation made available by the Company is provided solely for convenience. In the event of any inconsistency, ambiguity, or discrepancy between the English version and a translated version, the English version shall prevail and govern the interpretation of the contractual relationship.

- **1.1.4.4 Official Communications**

The Company may communicate with the Customer through its official website, Customer Portal, Trading Platform, registered email address, secure electronic notifications, or any other communication channel approved by the Company.

The Customer is responsible for maintaining accurate contact information and for reviewing communications issued through the Company's official communication channels in a timely manner.

Communications transmitted through the Customer's registered contact details shall be deemed received in accordance with the notification procedures established elsewhere in these Terms or under applicable law.

1.1.5 Effect of these Terms

These Terms shall govern the contractual relationship between the Company and the Customer from the date on which the Agreement becomes effective and shall remain applicable for as long as the Customer maintains a contractual relationship with the Company, unless terminated in accordance with these Terms or applicable law.

These Terms shall apply to all Services made available by the Company, whether accessed directly or through the Company's authorized websites, trading platforms, applications, communication channels, or other approved technologies.

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Nothing contained in these Terms shall prevent the Company from adopting additional operational procedures, product-specific requirements, or regulatory measures, provided that such measures are implemented consistently with these Terms and applicable law.

Where any provision of these Terms is determined by a court or competent authority to be invalid, unlawful, or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by applicable law.

- **1.1.5.1 Continuing Effect**

  The termination, suspension, or restriction of a particular Service shall not, by itself, terminate the contractual relationship between the Parties unless expressly provided elsewhere in these Terms or confirmed by the Company in writing.

  Any provision which, by its nature or intended purpose, is expressed or reasonably intended to survive the termination of the contractual relationship shall continue to remain binding after termination.

Section 1.2: Corporate and Customer Identification

1.2.1 Company Identification

For the purposes of these Terms, the **"Company"** means **Courtiro**, operated and managed by **VeloRise Market LTD**, a duly incorporated and legally existing entity established under the laws of Grande Comore, Union of Comoros. The term "Company" shall, where the context so permits, include its subsidiaries, affiliates, successors,

permitted assigns, officers, employees, agents, contractors, and authorized representatives acting within the scope of their respective authority.

The Company maintains its registered office at:

Rue dela Paix, Quartier Cala Kuu, Moroni, Grande Comore, Comoros

The Company's official website is:

https://courtiro.com/

The Company's designated email address for contractual notices, customer communications, and general enquiries relating to these Terms is:

support@courtiro.com

The Company is incorporated under the laws of Grande Comore as an **International Business Company** and operates pursuant to the **Grande Comore Financial Services Act** and other applicable laws and regulations of the Union of Comoros. The Company is registered and licensed by the **International Regulatory Authority of Grande Comore (IRAGC)** under the authority conferred by applicable legislation.

Business Registration Number: 698683IBC
License Number: 581697561

Unless the context otherwise requires, references in these Terms to "**the Company**," "**we**," "**our**," or "**us**" shall be construed accordingly.

1.2.1.1 Official Contact Information

The Company may designate different communication channels for specific operational, regulatory, or customer service purposes.

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Unless expressly stated otherwise, the official website and designated email address identified in these Terms shall constitute the Company's primary contact details for matters arising under or relating to this Agreement.

The Company reserves the right to update its contact information from time to time. Any such change shall become effective upon publication through the Company's official website or another official communication channel without requiring an amendment to these Terms.

1.2.2 Customer Identification

For the purposes of these Terms, a "**Customer**" means any natural person or legally constituted entity that has entered into, or seeks to enter into, a contractual relationship with the Company for the purpose of accessing or using the Company's Services in accordance with these Terms.

A person or entity shall be regarded as a Customer from the time an application for the Company's Services is submitted or from such other time as determined by the Company in accordance with its onboarding procedures. The continuation of Customer status shall remain subject to ongoing compliance with these Terms and any applicable legal or regulatory requirements.

Where the context permits, references in these Terms to "**you**" or "**your**" shall mean the Customer.

Unless expressly stated otherwise, all rights, obligations, responsibilities, representations, warranties, acknowledgements, and undertakings attributed to the Customer under these Terms shall apply equally to every person or entity recognized by the Company as a Customer.

- **1.2.2.1 Customer Capacity**

The identification of a person or entity as a Customer under these Terms does not, by itself, constitute confirmation that such person or entity satisfies the Company's eligibility, onboarding, verification, or regulatory requirements.

Eligibility to establish, maintain, or continue a contractual relationship with the Company shall be determined in accordance with **Part II: Customer Eligibility and Account Establishment**.

1.2.3 References to the Parties

Unless the context requires otherwise, the Company and the Customer shall each be referred to individually as a "Party" and collectively as the "Parties."

Section 1.3: Definitions and Rules of Interpretation

1.3.1 Definitions

For the purposes of these Terms, the following expressions shall have the meanings set out below:

A

- **Account Category**

  Means the classification of a Customer Account designated by the Company, including but not limited to **Beginner, Advance, Tactical, Ultra, Sovereign**, or any other account category introduced by the Company from time to time.

- **Applicable Law**

  Means all laws, regulations, rules, directives, orders, regulatory requirements, sanctions, and other legally binding obligations applicable to the Company, the Customer, the Services, or these Terms.

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B

- **Business Day**

Means any day on which the Company is open for the ordinary administration of its business, excluding any day designated by the Company as a non-business day.

C

- **Chargeback**

Means any reversal, dispute, recovery, recall, or cancellation of a payment transaction initiated through a payment service provider, financial institution, card scheme, or other authorized payment mechanism.

- **Company**

Means **COURTIRO and VeloRise Market LTD** together with its successors and permitted assigns, as identified in these Terms and on the Official Website.

- **Confidential Information**

Means any non-public information disclosed by either Party in connection with the Services that is confidential by its nature or the circumstances of its disclosure, including business, commercial, financial, technical, operational, security, or customer information.

- **Customer**

Means any natural person or legal entity that has applied for, registered, or maintains a Customer Account with the Company and uses or intends to use the Services.

- **Customer Account**

Means the account established and maintained by the Company for the Customer to access and use the Services.

- **Customer Portal**

Means any secure online portal or account management interface made available by the Company through which the Customer may access account information, documents, communications, or other Services.

E

- **Event of Default**

Means any circumstance described in **Section 9.1** that entitles the Company to exercise one or more rights or remedies under these Terms.

F

- **Force Majeure**

Means any event or circumstance beyond the reasonable control of the affected Party that prevents, delays, or materially interferes with the performance of its obligations under these Terms, including natural disasters, war, terrorism, civil unrest, labour disputes, governmental actions, widespread technological failures, cyber incidents, failures of communication networks, or other comparable events.

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G

- *(No defined terms currently required.)*

H

- *(No defined terms currently required.)*

I

- **Intellectual Property**

  Means all intellectual property rights, whether registered or unregistered, including copyrights, trademarks, service marks, trade names, patents, designs, domain names, software, databases, source code, trade secrets, know-how, and any other proprietary rights recognized under applicable law.

L

- *(No defined terms currently required.)*

M

- **Micro Access**

  Means the entry-level **Account Category** designated by the Company, offering access to the Services subject to the features, limitations, and eligibility requirements determined by the Company from time to time.

O

- **Official Communication Channel**

Means any communication method designated by the Company for delivering notices, disclosures, confirmations, or other communications to Customers, including the Customer Portal, Trading Platform, registered email address, Official Website, SMS, or any other communication channel approved by the Company.

- **Official Website**

Means the Company's official website, as identified by the Company from time to time, through which information relating to the Services, these Terms, policies, and official communications may be published.

P

- **Party / Parties**

Have the meanings assigned in **Section 1.2.3 (References to the Parties)**.

- **Data Privacy And Personal Information Management Agreement**

Means the Company's Privacy Policy, as amended from time to time, governing the collection, use, storage, disclosure, and protection of personal data in connection with the Services.

R

- **Refund**

Means the return of funds by the Company to the Customer in accordance with these Terms, the Company's Customer Reimbursement And Compensation Agreement, and applicable law.

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S

- **Services**

Means all products, trading services, account administration services, platforms, applications, websites, payment facilities, customer support services, and other services made available by the Company under these Terms.

T

- **Terms**

Means these Customer Terms of Use, together with any schedules, policies, disclosures, notices, or other documents expressly incorporated by reference.

- **Trading Platform**

Means any electronic trading platform, application, software, website, mobile application, interface, or technological environment provided or designated by the Company through which the Customer may access or use the Services.

- **Trading Session**

Means the period during which trading in a particular financial instrument is available through the Trading Platform, subject to market hours, liquidity, operational conditions, and the Company's trading schedules.

W

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Withdrawal

Means the transfer or payment of funds from the Customer Account to the Customer or another destination approved by the Company, subject to these Terms, the Company's operational procedures, and applicable law.

1.3.2 Rules of Interpretation

Unless the context otherwise requires:

- words importing the singular include the plural and vice versa;
- words importing one gender include every gender;
- references to a person include any natural person, corporation, partnership, trust, governmental authority, or other legal entity capable of entering into a contractual relationship;
- references to these Terms include any schedules, policies, or documents expressly incorporated by reference;
- references to applicable law include any amendment, replacement, or re-enactment of such law;
- the words **"including"**, **"includes"**, and **"include"** shall be interpreted as **"including without limitation"**;
- headings are included for convenience only and shall not affect the interpretation of these Terms; and
- references to a Section, Part, or clause are references to the corresponding Section, Part, or clause of these Terms unless otherwise specified.

1.3.3. United States Person Status

For the purposes of these Terms, a **“United States Person”** means any person or entity that falls within the definition of a U.S. person under applicable United States laws

or regulations, including **17 CFR § 230.902(k)**, as amended or replaced from time to time.

Without limiting the foregoing, the Company may apply additional criteria to determine whether a Customer is a United States Person where reasonably necessary to comply with applicable legal, regulatory, tax, or compliance requirements.

A Customer shall immediately notify the Company if the Customer becomes, or may reasonably be considered, a United States Person or begins acting directly or indirectly on behalf of a United States Person.

The Company may require additional information or documentation to determine or verify the Customer's status. Where the Company reasonably determines that a Customer is a United States Person, or that continued access may create legal, regulatory, or compliance risk, the Company may suspend, restrict, or terminate the Customer's access to the Services in accordance with these Terms and applicable law.

PART II: CUSTOMER ELIGIBILITY, ONBOARDING, AND ACCOUNT ESTABLISHMENT

Section 2.1: Eligibility Requirements

2.1.1 General Eligibility

Access to the Company's Services is available only to applicants who satisfy the eligibility requirements established under these Terms and any applicable legal or regulatory requirements governing the Company's operations.

The Company reserves the right to determine, at its reasonable discretion, whether an applicant satisfies the eligibility criteria necessary to establish and maintain a contractual relationship. The submission of an application does not, by itself, create any entitlement to receive the Company's Services.

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Eligibility shall be assessed both at the commencement of the contractual relationship and, where appropriate, throughout its duration. The Customer shall remain responsible for ensuring that all eligibility requirements continue to be satisfied while using the Company's Services.

2.1.2 Legal Capacity

A Customer must possess full legal capacity to enter into legally binding contracts under the laws applicable in the jurisdiction of the Customer's residence, incorporation, or establishment, as applicable.

Where the Customer is a legal entity, the individual acting on its behalf represents and warrants that they possess the authority necessary to bind that entity to these Terms.

The Company may require documentary evidence demonstrating legal capacity or authority at any time during the contractual relationship.

2.1.3 Minimum Age Requirement

Natural persons seeking to establish a contractual relationship with the Company must have attained the age of legal majority in their jurisdiction of residence and must be legally competent to enter into binding contractual obligations.

The Company may require satisfactory evidence of age and reserves the right to refuse, suspend, or terminate Services where it reasonably determines that this requirement has not been satisfied.

2.1.4 Restricted Jurisdictions

The Company's Services are offered only in jurisdictions where the provision of such Services is lawful and consistent with the Company's legal, regulatory, licensing, and operational requirements.

The Company reserves the right, at its sole discretion, to restrict, suspend, decline, or discontinue the availability of its Services in any jurisdiction where:

(a) applicable law or regulation prohibits or restricts the provision of the Services;

(b) the Company determines that regulatory, legal, financial, commercial, operational, or reputational risks are unacceptable;

(c) compliance with applicable legal or regulatory obligations cannot reasonably be achieved; or

(d) the Company otherwise determines that the continued provision of its Services is not appropriate.

The Company may modify the list of jurisdictions in which its Services are available without prior notice where such modification is necessary to comply with applicable law, regulatory requirements, sanctions, licensing obligations, or legitimate business considerations.

Nothing in these Terms shall be interpreted as an invitation, solicitation, or offer to provide Services in any jurisdiction where such activities would be unlawful.

2.1.4.1 Customer Responsibility

The Customer represents and warrants that accessing or using the Company's Services is lawful under the laws applicable in the jurisdiction from which the Customer accesses the Services.

The Customer is solely responsible for ensuring continued compliance with all applicable legal and regulatory requirements governing the use of the Company's Services in their jurisdiction.

The Company accepts no responsibility for any consequences arising from the Customer's use of the Services in a jurisdiction where such use is prohibited or restricted by applicable law.

2.1.5 Prohibited Customers

The Company reserves the right to refuse, suspend, restrict, or terminate the provision of its Services where an applicant or Customer falls within a category of persons that the Company is prohibited from accepting, or reasonably determines should not be accepted, having regard to applicable law, regulatory requirements, licensing obligations, internal risk policies, or legitimate business considerations.

Without limiting the generality of the foregoing, the Company may decline to establish or continue a contractual relationship with any person or entity that falls within one or more of the categories described in this Section or elsewhere in these Terms.

- **2.1.5.1 United States Persons**

  The Company's Services are not offered to, and may not be accessed or used by, any United States Person, except where the Company expressly authorizes such access in writing and where doing so is permitted under applicable law and the Company's regulatory obligations.

  For the purposes of these Terms, the meaning of **"United States Person"** shall be determined in accordance with **Section 1.3.3 – United States Person Status**, together with any additional criteria adopted by the Company to ensure compliance with applicable legal and regulatory requirements.

  Where a Customer subsequently becomes, or the Company reasonably determines that a Customer is, a United States Person, the Company may suspend, restrict, or terminate the Customer's access to the Services in accordance with these Terms.

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- **2.1.5.2 Politically Exposed Persons**

The Company may decline to establish or maintain a contractual relationship with any applicant or Customer who is identified as a Politically Exposed Person ("PEP"), or who otherwise presents a level of regulatory or financial crime risk that exceeds the Company's risk appetite or compliance requirements.

Where permitted by applicable law and the Company's internal policies, the Company may instead require enhanced due diligence, additional documentation, or ongoing monitoring before determining whether Services may be provided.

- **2.1.5.3 Other Prohibited Persons**

The Company may refuse or discontinue the provision of its Services to any person or entity that:

(a) is subject to applicable sanctions, embargoes, asset freezes, or similar restrictive measures;

(b) is listed on any sanctions list recognized or adopted by the Company for compliance purposes;

(c) is acting on behalf of, or for the benefit of, a person prohibited under these Terms;

(d) provides false, misleading, incomplete, or fraudulent information during the onboarding process or throughout the contractual relationship; or

(e) otherwise fails to satisfy the Company's legal, regulatory, or compliance requirements.

2.1.6 Ongoing Eligibility

The Customer shall ensure that the eligibility requirements established under these Terms continue to be satisfied throughout the duration of the contractual relationship.

The Customer shall promptly notify the Company of any circumstance that may affect their eligibility to establish or maintain a contractual relationship with the Company, including any material change to information previously provided during the onboarding process.

The Company may, at any time and without limiting any other right available under these Terms or applicable law, review the Customer's continuing eligibility and require the Customer to provide additional information, documentation, declarations, or evidence necessary to confirm ongoing compliance with the Company's legal, regulatory, or operational requirements.

Where the Customer no longer satisfies the applicable eligibility requirements, the Company may refuse to provide new Services, restrict access to existing Services, suspend the Customer Account, or terminate the contractual relationship in accordance with these Terms.

- **2.1.6.1 Duty to Notify**

  The Customer represents and warrants that all information provided to the Company remains accurate, complete, and current.

  The Customer shall notify the Company without undue delay of any material change affecting:

  (a) identity or legal status;

  (b) residency or jurisdiction;

  (c) beneficial ownership or authorized representatives;

  (d) legal capacity or authority;

(e) information relevant to regulatory or compliance obligations; or

(f) any other circumstance that may reasonably affect the Customer's eligibility under these Terms.

Failure to provide timely notification may result in the restriction, suspension, or termination of the Company's Services.

Section 2.2: Customer Registration and Account Application

2.2.1 Registration Process

Any person or entity wishing to obtain access to the Company's Services shall first submit an application in the manner prescribed by the Company.

The applicant shall complete the registration process by providing all information, declarations, acknowledgements, and supporting documentation reasonably required by the Company for the establishment of a Customer Account.

Submission of an application does not create a contractual entitlement to receive the Company's Services, nor does it constitute approval of a Customer Account.

The Company reserves the right to determine the registration procedures applicable to different categories of applicants, products, services, jurisdictions, or regulatory requirements.

2.2.1.1 Information Provided by the Applicant

The applicant shall ensure that all information submitted during the registration process is complete, accurate, current, and not misleading.

The Company may rely upon the information provided unless it has reason to believe that such information is inaccurate, incomplete, inconsistent, or unreliable.

The applicant shall remain responsible for the accuracy of all information submitted on their behalf, including information provided by any authorized representative.

2.2.1.2 Review of the Application

Following receipt of the application, the Company may review the information and documentation submitted by the applicant to determine whether the application satisfies the Company's operational, legal, regulatory, and compliance requirements.

The Company may request additional information, clarification, or supporting documentation at any stage of the review process where reasonably necessary.

The applicant shall cooperate fully with any reasonable request made by the Company in connection with the assessment of the application.

2.2.1.3 Approval or Rejection

The Company retains the sole discretion to approve, decline, defer, or cancel any application for a Customer Account.

The Company shall not be required to provide reasons for declining an application, except where disclosure is required under applicable law.

Where an application is approved, the Company may activate the Customer Account subject to these Terms and any additional conditions that the Company considers appropriate.

Approval of a Customer Account does not limit the Company's right to conduct ongoing reviews or require additional verification in accordance with these Terms.

2.2.3 Customer Credentials

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Upon approval of the Customer Account, the Company may issue login credentials, authentication methods, access identifiers, or other security mechanisms required for the Customer to access the Company's Services.

The Customer shall maintain the confidentiality of all access credentials and shall take reasonable measures to prevent unauthorized access to the Customer Account.

The Customer shall promptly notify the Company if they become aware of any actual or suspected unauthorized access, disclosure, misuse, or compromise of their login credentials or Customer Account.

The Company may suspend or restrict access to the Customer Account where it reasonably considers such action necessary to protect the security of the Customer Account, the Company's systems, or other Customers.

Section 2.3: Identity Verification, Due Diligence, and Regulatory Compliance

2.3.1 General Compliance Requirements

The Company is committed to maintaining effective procedures designed to comply with applicable legal, regulatory, licensing, and internal compliance requirements governing the provision of its Services.

Accordingly, every applicant and Customer shall cooperate fully with the Company's identity verification, customer due diligence, and regulatory compliance procedures throughout the duration of the contractual relationship.

The Company may refuse, suspend, restrict, or terminate access to its Services where an applicant or Customer fails to satisfy the compliance requirements established under these Terms or applicable law.

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2.3.2 Identity Verification

The Company may require an applicant or Customer to provide documents, information, declarations, biometric verification, or any other evidence reasonably required to verify identity before or after establishing a Customer Account.

Verification may be conducted using internal procedures, third-party verification providers, publicly available information, or any other lawful verification method considered appropriate by the Company.

The Company may repeat identity verification procedures whenever reasonably necessary to comply with legal, regulatory, operational, or security requirements.

2.3.3 Customer Due Diligence

The Company shall conduct customer due diligence ("CDD") measures in accordance with its legal and regulatory obligations and internal compliance procedures.

For this purpose, the Company may request additional information relating to the Customer's identity, residential address, occupation, source of funds, source of wealth, beneficial ownership, intended use of the Services, anticipated transaction activity, or any other information reasonably required to assess the Customer's risk profile.

The Customer shall provide accurate, complete, and current information within the timeframe reasonably specified by the Company.

2.3.4 Enhanced Due Diligence

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Where the Company determines that an applicant or Customer presents an elevated legal, regulatory, financial crime, operational, or reputational risk, the Company may apply enhanced due diligence ("EDD") measures.

Enhanced due diligence may include additional verification procedures, requests for further documentation, more frequent account reviews, transaction monitoring, or any other reasonable compliance measures considered necessary by the Company.

The application of enhanced due diligence shall not obligate the Company to establish or continue a contractual relationship with the applicant or Customer.

2.3.5 Regulatory Cooperation

The Customer shall cooperate fully with every reasonable request made by the Company in connection with identity verification, regulatory compliance, customer due diligence, ongoing monitoring, internal investigations, audits, or legal obligations.

Failure to provide requested information or documentation within the timeframe specified by the Company may result in delays, restrictions, suspension of Services, refusal to process transactions, or termination of the contractual relationship in accordance with these Terms.

2.3.6 Ongoing Monitoring

The Company may conduct ongoing reviews of the Customer Account, transactions, and information provided by the Customer to ensure continued compliance with applicable legal, regulatory, licensing, and internal compliance requirements.

Where additional information or updated documentation is required, the Customer shall cooperate promptly and in good faith.

The Company may apply appropriate compliance measures whenever circumstances indicate that additional review is reasonably necessary.

2.3.7 Reliance on Third-Party Information and Verification Services

To the extent permitted by applicable law, the Company may obtain, verify, compare, or supplement information relating to an applicant or Customer through independent third-party sources, service providers, public records, governmental authorities, financial institutions, identity verification platforms, sanctions screening providers, fraud prevention databases, credit reference agencies (where applicable), or any other reliable source considered appropriate by the Company.

The Company may rely upon information obtained through such sources for the purpose of conducting identity verification, customer due diligence, enhanced due diligence, fraud prevention, sanctions screening, ongoing monitoring, risk assessment, regulatory compliance, or any other lawful purpose connected with the provision of its Services.

The Customer acknowledges and agrees that the Company may request additional information or documentation where discrepancies, inconsistencies, incomplete information, or circumstances requiring further verification are identified during the course of such reviews.

The use of third-party information or verification services shall not limit the Company's right to conduct independent assessments, request further documentation, or decline, restrict, suspend, or terminate the provision of its Services where the Company reasonably considers such action necessary to satisfy its legal, regulatory, operational, or risk management obligations.

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PART III: CUSTOMER ACCOUNTS AND ACCOUNT ADMINISTRATION

Section 3.1: Customer Accounts

3.1.1 Establishment of a Customer Account

Following approval of an application in accordance with **Part II** of these Terms, the Company may establish one or more Customer Accounts through which the Customer may access the Company's Services.

The establishment of a Customer Account does not, by itself, guarantee access to every Service offered by the Company. Access to particular products, features, or functionalities may remain subject to additional eligibility criteria, operational requirements, product-specific terms, or regulatory obligations.

The Company may determine the categories, features, functionality, and operational characteristics of Customer Accounts made available from time to time.

3.1.2 Purpose of the Customer Account

A Customer Account is established for the purpose of facilitating the Customer's access to the Company's Services in accordance with these Terms.

The Customer Account may be used only by the Customer to whom it has been issued, unless these Terms expressly permit otherwise or the Company provides prior written approval.

The Customer shall use the Customer Account solely for lawful purposes and in accordance with these Terms and all applicable legal and regulatory requirements.

3.1.3 Account Administration

The Company shall maintain administrative records relating to each Customer Account and may update, modify, consolidate, suspend, restrict, or otherwise administer a Customer Account where reasonably necessary for operational, regulatory, security, or compliance purposes.

Administrative actions taken by the Company under this Section shall not affect the respective rights and obligations of the Parties except as expressly provided under these Terms or required by applicable law.

3.1.4 Multiple Customer Accounts

The Company may permit a Customer to maintain more than one Customer Account where such arrangement is consistent with the Company's operational procedures, compliance requirements, and internal policies.

The Company reserves the right to consolidate, link, suspend, or restrict multiple Customer Accounts held by the same Customer where reasonably necessary for administrative, compliance, security, operational, or risk management purposes.

Nothing in this Section shall require the Company to approve or maintain multiple Customer Accounts for any Customer.

Section 3.2: Account Categories

3.2.1 General Principles

The Company may establish and make available one or more Account Categories to accommodate different customer profiles, trading requirements, eligibility criteria, operational features, products, services, and commercial arrangements.

Each Account Category may be subject to its own eligibility requirements, account conditions, operational characteristics, trading parameters, service availability, and other requirements determined by the Company from time to time.

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Nothing contained in these Terms shall obligate the Company to make every Account Category available to every Customer or to maintain any particular Account Category indefinitely.

3.2.2 Available Account Categories

Subject to the Company's eligibility requirements and commercial offering at the relevant time, the Company may make available one or more of the following Account Categories:

(a) Beginner

Designed for Customers seeking an introductory trading environment with access to the Company's Services, subject to the applicable account conditions.

(b) Advanced

Designed for Customers requiring the Company's standard trading environment and general access to the products and Services offered by the Company.

(c) Tactical

Designed for Customers seeking enhanced trading capabilities and additional account functionality, subject to the Company's applicable eligibility requirements.

(d) Ultra

Designed for experienced Customers who satisfy the Company's applicable eligibility criteria and who require access to more advanced trading conditions and services.

(e) Sovereign

Designed for Customers who qualify for premium account servicing, specialized account features, and enhanced operational support as determined by the Company.

The availability of any Account Category shall remain subject to the Company's approval procedures, internal policies, regulatory obligations, and operational requirements.

3.2.3 Modification of Account Categories

The Company reserves the right, at its reasonable discretion, to introduce new Account Categories, discontinue existing Account Categories, consolidate Account Categories, rename Account Categories, or modify the eligibility requirements, operational features, services, trading conditions, or commercial characteristics applicable to any Account Category.

Any such modification shall not affect the validity or enforceability of these Terms.

Where appropriate, the Company may notify affected Customers of material changes through its official communication channels.

3.2.4 Account Specifications

The detailed specifications applicable to each Account Category, including eligibility requirements, minimum funding requirements, available products, trading conditions, platform functionality, operational features, and other commercial characteristics, may be published on the Company's Official Website, Customer Portal, Trading Platform, or any other official communication channel designated by the Company.

Such specifications may be amended by the Company from time to time in accordance with these Terms and shall apply to the relevant Account Category upon becoming effective.

Section 3.3: Account Administration

3.3.1 Account Maintenance

The Customer shall ensure that all information associated with the Customer Account remains accurate, complete, and current throughout the duration of the contractual relationship.

The Customer shall promptly notify the Company of any material change affecting the administration or operation of the Customer Account, including changes to contact information, legal status, authorized representatives, ownership, or any other information relevant to the Customer Account.

The Company may require the Customer to update or confirm account information periodically in order to maintain the continued operation of the Customer Account.

3.3.2 Account Modifications

The Company may modify the administrative characteristics of a Customer Account where reasonably necessary for operational, technological, legal, regulatory, security, or risk management purposes.

Such modifications may include changes to account settings, account classifications, operational functionality, access methods, or other administrative features, provided that such changes are implemented in accordance with these Terms.

Where a modification materially affects the Customer's use of the Services, the Company may provide prior notice through its official communication channels where reasonably practicable.

3.3.3 Account Consolidation

Where a Customer maintains more than one Customer Account, the Company may, where reasonably necessary and subject to applicable law, consolidate, associate, separate, or otherwise administer such Customer Accounts for operational, compliance, security, accounting, or risk management purposes.

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Nothing contained in this Section shall obligate the Company to consolidate Customer Accounts or affect the separate legal obligations associated with each Customer Account where separate treatment is required.

3.3.4 Account Suspension for Administrative Reasons

The Company may temporarily suspend or restrict the operation of a Customer Account where reasonably necessary to:

(a) protect the security or integrity of the Customer Account;

(b) investigate suspected unauthorized activity;

(c) perform system maintenance or operational upgrades;

(d) comply with applicable law, regulatory obligations, or lawful instructions from a competent authority; or

(e) address any circumstance that may materially affect the proper administration of the Customer Account.

Section 3.4: Specialized Account Arrangements

3.4.1 Corporate and Institutional Accounts

The Company may permit eligible legal entities, corporations, partnerships, trusts, institutions, or other approved organizations to establish and maintain Customer Accounts, subject to the Company's onboarding, verification, due diligence, and approval procedures.

The Company may require additional documentation relating to the legal existence, ownership structure, beneficial ownership, governance, authorized representatives, regulatory status, or other information reasonably necessary to establish and administer such Customer Accounts.

The individual acting on behalf of a legal entity represents and warrants that they possess full authority to bind that entity and to provide instructions in connection with the Customer Account.

The Company may require updated corporate documentation or evidence of authority at any time during the contractual relationship.

3.4.2 Joint Accounts

Where expressly approved by the Company, two or more individuals may establish a Joint Account subject to the Company's operational procedures and any additional requirements determined by the Company.

Unless otherwise agreed in writing, each Joint Account holder shall be jointly and severally responsible for all obligations arising in connection with the Joint Account.

The Company may act upon instructions received from any authorized Joint Account holder unless otherwise agreed in writing or required by applicable law.

The Company may require all Joint Account holders to provide instructions jointly where the Company considers such a requirement necessary for operational, security, or legal purposes.

3.4.3 Islamic (Swap-Free) Accounts

Subject to the Company's product offering and approval procedures, the Company may make available Islamic (Swap-Free) Accounts designed to accommodate Customers requesting trading arrangements intended to comply with applicable Shariah principles.

The Company reserves the right to determine the eligibility requirements, operational conditions, and restrictions applicable to Islamic (Swap-Free) Accounts.

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Where the Company reasonably determines that an Islamic (Swap-Free) Account is being used in a manner inconsistent with its intended purpose or the applicable account conditions, the Company may modify, suspend, convert, or terminate the account arrangement in accordance with these Terms.

The availability of Islamic (Swap-Free) Accounts shall not obligate the Company to offer identical trading conditions, products, or Services applicable to other Account Categories.

3.4.4 Other Specialized Account Arrangements

The Company may introduce additional Specialized Account Arrangements from time to time in response to regulatory developments, technological innovation, commercial requirements, or customer demand.

Such arrangements may be subject to supplementary terms, eligibility requirements, operational procedures, disclosures, or product-specific conditions published or otherwise communicated by the Company.

Unless expressly stated otherwise, every Specialized Account Arrangement shall remain subject to these Terms together with any applicable supplementary documentation.

Section 3.5: Account Status, Inactivity, Dormancy, and Abandonment

3.5.1 Account Status

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Each Customer Account shall be assigned an operational status determined by the Company in accordance with its internal procedures and operational requirements.

The operational status of a Customer Account may change throughout the contractual relationship depending upon the Customer's activity, compliance status, operational requirements, or other circumstances relevant to the administration of the Customer Account.

The Company may classify, reclassify, or update the operational status of any Customer Account where reasonably necessary for administrative, legal, regulatory, security, or risk management purposes.

3.5.2 Inactive Accounts

A Customer Account may be designated as an **Inactive Account** where no meaningful trading activity, financial transaction, Customer instruction, or other qualifying account activity has occurred for a period determined by the Company's operational policies.

An Inactive Account shall remain open unless otherwise restricted or closed in accordance with these Terms.

The Company may contact the Customer and request confirmation of the Customer's intention to continue maintaining the Customer Account.

3.5.3 Dormant Accounts

Where an Inactive Account continues to remain unused for an extended period determined by the Company's internal policies, the Company may designate the Customer Account as a **Dormant Account**.

A Dormant Account may be subject to administrative restrictions, temporary suspension of certain Services, additional verification requirements, security reviews, or other operational measures considered appropriate by the Company.

The Company may require the Customer to complete reactivation procedures before restoring full access to a Dormant Account.

3.5.4 Abandoned Accounts

A Customer Account may be treated as an **Abandoned Account** where:

(a) the Company is unable to establish communication with the Customer after reasonable attempts;

(b) the Customer fails to respond to material communications or requests within a reasonable period;

(c) the Customer fails to complete required verification or reactivation procedures; or

(d) the Company reasonably determines that the Customer has ceased maintaining the contractual relationship.

The Company may administer Abandoned Accounts in accordance with applicable law, regulatory obligations, internal policies, and these Terms, including restricting access, suspending Services, closing the Customer Account, or dealing with any remaining assets in accordance with applicable legal requirements.

3.5.5 Reactivation of Customer Accounts

The Company may permit the reactivation of an Inactive or Dormant Account where the Customer satisfies the Company's applicable verification, security, compliance, and operational requirements.

The Company may require updated identification documents, customer information, declarations, acknowledgements, or any other documentation reasonably necessary before reactivating the Customer Account.

The Company shall have no obligation to reactivate a Customer Account where legal, regulatory, operational, security, or compliance considerations reasonably prevent reactivation.

PART IV: COMPANY SERVICES AND SERVICE ADMINISTRATION

Section 4.1: Scope of Services

4.1.1 General Scope of the Services

Subject to these Terms, the Company may make available a range of financial products, financial instruments, trading facilities, electronic platforms, technological solutions, market access, operational tools, informational resources, and related services (collectively, the "**Services**") for use by eligible Customers.

The Services are provided solely in accordance with these Terms, any applicable supplementary documentation, and the operational procedures established by the Company from time to time.

The Company may determine the scope, availability, functionality, eligibility requirements, and operational characteristics applicable to any Service and reserves the right to make such Services available only where permitted by applicable law and the Company's internal policies.

4.1.1.1 Scope of Available Services

The Services made available by the Company may vary depending on the Customer's Account Category, jurisdiction, regulatory status, product availability,

operational requirements, technological capabilities, and other reasonable criteria established by the Company.

Nothing contained in these Terms shall be interpreted as creating an obligation for the Company to provide every Service, product, platform, functionality, or feature to every Customer.

4.1.1.2 Introduction of New Services

The Company may introduce additional Services, products, technologies, trading functionalities, digital features, or operational capabilities from time to time.

Unless expressly stated otherwise, any newly introduced Service shall automatically become subject to these Terms together with any supplementary terms, disclosures, operational procedures, or product-specific conditions applicable to that Service.

4.1.2 Nature of the Services

The Company's Services are provided on an execution and service basis unless expressly agreed otherwise in writing.

Except where expressly stated, the Company does not undertake to provide investment advice, financial planning, portfolio management, legal advice, tax advice, fiduciary services, or personalized investment recommendations.

The Customer remains solely responsible for evaluating the suitability of any product, transaction, investment strategy, or financial decision.

4.1.2.1 No Fiduciary Relationship

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Nothing contained in these Terms shall be interpreted as creating a fiduciary relationship, partnership, agency, joint venture, advisory relationship, or other relationship beyond the contractual relationship expressly established between the Company and the Customer.

The Customer acknowledges that all investment and trading decisions are made independently and at the Customer's own discretion and risk.

4.1.3 Availability of Products and Services

The availability of particular products, financial instruments, markets, technologies, trading platforms, or Services may vary according to operational capacity, regulatory requirements, licensing restrictions, jurisdictional limitations, Account Categories, or other criteria determined by the Company.

The Company may add, modify, suspend, restrict, or discontinue any Service or product where reasonably necessary for legal, regulatory, commercial, operational, technological, security, or risk management purposes.

The modification, suspension, or discontinuation of a particular Service shall not, by itself, affect the continued validity of these Terms unless expressly stated otherwise.

Section 4.2: Service Availability, Access, and Operational Continuity

4.2.1 General Service Availability

The Company shall use commercially reasonable efforts to make its Services available to Customers in accordance with these Terms. However, the Company does not warrant or guarantee that any Service, Trading Platform, website, system, application, communication channel, or technological infrastructure will remain continuously available, uninterrupted, error-free, or free from delays.

The availability of the Services may vary depending upon operational capacity, maintenance requirements, technological limitations, regulatory obligations, third-party service availability, market conditions, or other circumstances beyond the Company's reasonable control.

4.2.1.1 Availability of Specific Services

Certain Services, products, Trading Platforms, features, markets, or functionalities may only be available to eligible Customers, specific Account Categories, or Customers located in approved jurisdictions.

The Company may establish eligibility criteria, operational conditions, or technical requirements governing access to particular Services.

4.2.2 Scheduled Maintenance

The Company may temporarily suspend, restrict, or interrupt access to any Service for scheduled maintenance, system upgrades, security enhancements, software updates, infrastructure improvements, testing, or other operational purposes.

Where reasonably practicable, the Company may provide advance notice of scheduled maintenance through its Official Website, Customer Portal, Trading Platform, electronic communications, or other official communication channels.

The Company shall not be liable for any temporary interruption resulting from scheduled maintenance undertaken in good faith.

4.2.3 Emergency Maintenance

The Company may immediately suspend, restrict, or interrupt any Service without prior notice where emergency maintenance is reasonably necessary to protect:

(a) the integrity or security of the Company's systems;

(b) Customer Accounts or Customer information;

(c) Trading Platforms or operational infrastructure;

(d) regulatory compliance; or

(e) the continuity of the Company's business operations.

Emergency maintenance may be undertaken whenever the Company reasonably determines that immediate action is necessary to prevent or mitigate operational, technological, cybersecurity, legal, or regulatory risks.

4.2.4 Service Interruptions

The Customer acknowledges that temporary interruptions, delays, degradation of performance, communication failures, latency, or temporary unavailability of the Services may occur from time to time.

Such interruptions may arise from planned maintenance, emergency maintenance, telecommunications failures, internet disruptions, hardware failures, software defects, cyber incidents, failures of third-party providers, market infrastructure issues, or other operational circumstances.

The Company shall use reasonable efforts to restore affected Services as soon as reasonably practicable.

4.2.5 Operational Continuity

The Company may implement business continuity procedures, disaster recovery measures, alternative operational processes, contingency arrangements, or temporary

service modifications where reasonably necessary to maintain or restore the availability of its Services.

Nothing in these Terms shall require the Company to continue providing every Service during periods of operational disruption where doing so would be impracticable, unlawful, or contrary to the Company's legitimate operational or regulatory obligations.

Section 4.3: Service Modifications, Suspension, and Discontinuation

4.3.1 General Right to Modify Services

The Company reserves the right to modify, enhance, replace, suspend, restrict, or discontinue any Service, product, Trading Platform, feature, functionality, technology, or operational process where such action is reasonably necessary for legal, regulatory, commercial, operational, technological, security, or risk management purposes.

The exercise of these rights shall not, by itself, constitute a breach of these Terms, provided that the Company acts in accordance with its contractual obligations and applicable law.

4.3.1.1 Modification of Existing Services

The Company may modify the characteristics, functionality, technical specifications, operational procedures, eligibility requirements, or commercial features of any Service from time to time.

Such modifications may include the introduction of new technologies, improvements to existing systems, replacement of operational processes, changes to supported products, or other enhancements intended to improve the Company's Services or satisfy legal, regulatory, or operational requirements.

Unless otherwise required by applicable law, the Company shall determine the effective date of any modification.

4.3.1.2 Suspension of Services

The Company may temporarily suspend or restrict one or more Services where reasonably necessary to:

(a) protect the integrity or security of the Company's systems;

(b) investigate suspected fraud, unauthorized activity, or security incidents;

(c) comply with applicable law, regulatory obligations, or lawful requests from competent authorities;

(d) conduct maintenance or implement technological upgrades; or

(e) address operational, legal, commercial, or risk management considerations.

Where reasonably practicable, suspended Services may be restored once the circumstances giving rise to the suspension have been resolved.

4.3.1.3 Discontinuation of Services

The Company may permanently discontinue any Service, product, platform, feature, functionality, or technology where it reasonably determines that continued operation is no longer appropriate.

Reasons for discontinuation may include legal or regulatory changes, technological developments, operational requirements, commercial considerations, cybersecurity concerns, third-party service changes, or any other legitimate business reason.

The discontinuation of a particular Service shall not automatically terminate the contractual relationship unless the Company expressly determines otherwise or continuation of the contractual relationship is no longer reasonably practicable.

4.3.1.4 Customer Notification

Where reasonably practicable and appropriate in the circumstances, the Company may notify affected Customers of material modifications, suspensions, or discontinuation of Services through the Official Website, Customer Portal, Trading Platform, registered email address, or any other official communication channel.

Nothing in this Section shall require prior notice where immediate action is reasonably necessary to protect the Company's systems, Customers, regulatory compliance, security, or legitimate business interests.

Section 4.4: Third-Party Providers and External Services

4.4.1 Use of Third-Party Providers

The Company may engage, appoint, replace, or otherwise utilize independent third-party providers, contractors, agents, service providers, technology vendors, or other external organizations in connection with the provision, operation, maintenance, administration, enhancement, or support of the Services.

The engagement of any third-party provider shall not, by itself, create a contractual relationship between the Customer and such third party unless expressly agreed otherwise.

4.4.1.1 Scope of Third-Party Services

Third-party providers may perform functions including, without limitation:

(a) payment processing;

(b) identity verification and customer due diligence;

(c) sanctions and compliance screening;

(d) Trading Platform infrastructure and technology services;

(e) cloud hosting and data storage;

(f) cybersecurity and fraud prevention;

(g) communication and notification services;

(h) market data, pricing, liquidity, or trading infrastructure; and

(i) any other operational, technological, regulatory, or administrative service reasonably required for the Company's business operations.

The Company may modify the third-party providers it utilizes from time to time without prior notice where such modification does not materially affect the Customer's contractual rights under these Terms.

4.4.1.2 Third-Party Availability

Certain Services may depend, in whole or in part, upon the continued availability or performance of third-party providers.

The Company shall not be responsible for delays, interruptions, limitations, or failures arising solely from the acts or omissions of independent third-party providers where the Company has exercised reasonable care in selecting and managing those providers.

Nothing in this provision shall exclude or limit any liability that cannot lawfully be excluded under applicable law.

4.4.1.3 Third-Party Terms and Conditions

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Certain Services or technologies made available through the Company may be subject to additional terms, conditions, licensing requirements, or usage policies imposed by the applicable third-party provider.

Where such third-party terms apply, the Customer agrees to comply with those terms to the extent they are necessary for the lawful or proper use of the relevant Service, provided they do not conflict with these Terms or applicable law.

In the event of any inconsistency between these Terms and mandatory third-party licensing conditions governing a specific third-party technology or platform, those mandatory licensing conditions shall apply only to the extent necessary for the use of that particular technology or platform.

4.4.1.4 No Endorsement or Warranty

Unless expressly stated otherwise, the Company's use of any third-party provider shall not constitute an endorsement, representation, or warranty regarding the products, services, technologies, or performance of that third party.

The Company does not guarantee the continued availability of any particular third-party provider and may replace or discontinue the use of any provider at its reasonable discretion.

Section 4.5: Service Limitations and Operational Dependencies

4.5.1 Customer Technical Environment

The Customer acknowledges that access to and use of the Services require appropriate hardware, software, internet connectivity, communication services, and compatible technological resources that remain under the Customer's control.

The Customer shall be responsible for obtaining, maintaining, securing, and operating the equipment, software, communication services, and internet connectivity necessary to access and use the Company's Services.

The Company shall not be responsible for supplying, maintaining, or supporting the Customer's personal equipment or communication infrastructure unless expressly agreed otherwise.

4.5.1.1 Customer System Compatibility

The Customer shall ensure that the devices, operating systems, browsers, applications, network configuration, and other technological resources used to access the Services remain compatible with the Company's supported systems.

The Company may periodically update its technical requirements, supported technologies, security standards, or system specifications in order to maintain the security, stability, and functionality of the Services.

4.5.1.2 Customer Connectivity

The Customer acknowledges that uninterrupted access to the Services depends upon the continued availability and performance of internet service providers, telecommunications networks, mobile communication services, and other external communication infrastructure.

The Customer remains solely responsible for any interruption, degradation, latency, delay, or inability to access the Services arising from the Customer's own communication environment or internet connectivity.

4.5.1.3 Technical Limitations

The Customer acknowledges that delays, interruptions, reduced performance, communication failures, latency, incompatibility, software conflicts, hardware malfunctions, or other technical limitations may affect access to or use of the Services.

Where reasonably practicable, the Company may provide technical guidance or operational assistance; however, the Company does not guarantee that every technical issue experienced by the Customer can be resolved.

4.5.1.4 Operational Dependencies

The Company shall not be responsible for any interruption, delay, failure, or degradation of the Services resulting directly or indirectly from:

(a) failures affecting the Customer's hardware or software;

(b) internet connectivity or telecommunications failures outside the Company's reasonable control;

(c) defects, viruses, malware, ransomware, or unauthorized software installed on the Customer's devices;

(d) incompatibility between the Customer's systems and the Company's supported technologies;

(e) failures of third-party internet service providers or communication networks; or

(f) any other circumstance arising primarily from the Customer's own technological environment.

Nothing in this Section excludes or limits any liability that cannot lawfully be excluded under applicable law.

4.5.1.5 Customer Security Responsibilities

The Customer shall implement reasonable security measures to protect the devices, systems, communication channels, and credentials used to access the Company's Services.

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Such measures include maintaining current operating systems, installing appropriate security software, protecting login credentials, using secure internet connections where reasonably practicable, and promptly reporting any suspected compromise affecting access to the Services.

The Customer's compliance with this Section does not limit the Company's own obligations to maintain appropriate security measures for its systems.

PART V: CLIENT FUNDS, PAYMENT TRANSACTIONS, AND FINANCIAL ADMINISTRATION

Section 5.1: General Financial Principles

5.1.1 Financial Administration

The Company shall administer Customer funds, payment transactions, and related financial activities in accordance with these Terms, applicable law, regulatory requirements, internal operational procedures, and reasonable commercial practices.

The Company may establish procedures governing the receipt, processing, verification, administration, reconciliation, and return of Customer funds where reasonably necessary to maintain the security, integrity, and lawful operation of its Services.

Nothing contained in these Terms shall require the Company to process any financial transaction that fails to satisfy the Company's legal, regulatory, operational, security, or verification requirements.

5.1.1.1 Customer Responsibility

The Customer shall ensure that every payment instruction, funding transaction, withdrawal request, or other financial instruction submitted to the Company is accurate, complete, properly authorized, and complies with these Terms.

The Customer remains responsible for verifying payment details before submitting any transaction and shall promptly notify the Company upon becoming aware of any error, unauthorized transaction, or suspected irregularity.

5.1.1.2 Accepted Payment Methods

The Company may determine, modify, suspend, or discontinue the payment methods, banking channels, electronic payment solutions, digital asset transfer methods, or other funding mechanisms accepted for the provision of its Services.

The availability of particular payment methods may depend upon the Customer's jurisdiction, Account Category, regulatory requirements, operational limitations, or the availability of third-party payment providers.

The Company does not guarantee the continued availability of any specific payment method.

5.1.1.3 Supported Currencies and Currency Conversion

The Company may specify the currencies accepted for deposits, withdrawals, settlements, and other financial transactions.

Where a transaction requires currency conversion, the Company may apply the applicable exchange rate together with any conversion methodology, processing charges, or administrative fees disclosed by the Company or imposed by the relevant payment service provider.

The Customer acknowledges that exchange rates may fluctuate and that the final converted amount may differ from the amount originally anticipated due to market movements, intermediary charges, or currency conversion processes.

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Section 5.2: Funding of Customer Accounts

5.2.1 General Funding Principles

A Customer Account may be funded only through payment methods approved by the Company and in accordance with these Terms, applicable law, regulatory requirements, and the Company's operational procedures.

The Company may determine the funding methods, processing requirements, minimum or maximum funding amounts, supported currencies, verification procedures, and other operational conditions applicable to the funding of Customer Accounts.

The Company reserves the right to refuse, suspend, delay, reverse, or reject any funding transaction that does not comply with these Terms or the Company's legal, regulatory, security, operational, or risk management requirements.

5.2.1.1 Approved Funding Methods

The Company may accept funding through one or more payment methods, financial institutions, electronic payment systems, digital asset networks, or other approved funding mechanisms designated by the Company from time to time.

The availability of particular funding methods may vary depending upon:

(a) the Customer's jurisdiction;

(b) the applicable Account Category;

(c) supported currencies;

(d) regulatory requirements;

(e) operational availability; or

(f) the availability of third-party payment providers.

The Company may modify, replace, suspend, or discontinue any approved funding method without affecting the validity of these Terms.

5.2.1.2 Ownership of Funding Source

Unless the Company expressly approves otherwise in writing, every funding transaction must originate from a payment instrument, financial account, wallet, or other funding source that is legally owned or controlled by the Customer.

The Company may require evidence confirming ownership or lawful control of the funding source before accepting, processing, or crediting any funding transaction.

The Company may refuse, suspend, reverse, or return any funding transaction where ownership cannot be satisfactorily verified or where the transaction presents legal, regulatory, compliance, or fraud-related concerns.

5.2.1.3 Third-Party Funding

The Company does not accept funding originating from third parties unless expressly authorized by the Company following completion of any additional verification or compliance procedures considered necessary.

Where third-party funding is exceptionally approved, the Company may impose additional documentation, declarations, verification measures, or conditions before accepting the transaction.

The Company reserves the right to reject, return, or place on hold any third-party funding transaction pending completion of its review.

5.2.1.4 Verification Prior to Crediting Funds

The Company may delay the crediting of funds to a Customer Account until it has completed such verification, reconciliation, security reviews, or compliance procedures as it reasonably considers necessary.

Verification may include confirmation of payment receipt, source of funds, ownership of the funding instrument, anti-money laundering checks, fraud prevention measures, sanctions screening, or any other lawful verification process.

Completion of a payment by the Customer shall not automatically entitle the Customer to immediate crediting of the corresponding funds.

5.2.2 Crediting Customer Accounts

The Company shall determine when a funding transaction is considered successfully completed and when the corresponding funds become eligible to be credited to the Customer Account.

The receipt of a payment instruction, payment notification, transaction reference, blockchain confirmation, or similar indication of payment shall not, by itself, constitute confirmation that cleared funds have been received by the Company.

Funds shall be credited only after the Company has completed the verification, reconciliation, settlement confirmation, and other operational procedures that it reasonably considers necessary.

5.2.2.1 Verification Prior to Crediting

Before crediting any funds to a Customer Account, the Company may verify, among other things:

(a) receipt of cleared funds;

(b) successful settlement through the applicable payment channel;

(c) ownership of the funding source;

(d) compliance with applicable legal and regulatory requirements;

(e) fraud prevention and security controls;

(f) anti-money laundering and sanctions screening; and

(g) any other verification procedures reasonably required by the Company.

The Company may defer the crediting of funds until all required verification procedures have been completed to its reasonable satisfaction.

5.2.2.2 Pending Funding Transactions

Where verification, settlement, reconciliation, or regulatory review remains outstanding, the Company may designate a funding transaction as pending.

Pending funds shall not be considered available for trading, withdrawal, transfer, or any other account activity until the Company has confirmed that the funding transaction has been successfully completed.

The Company may request additional documentation or information while a funding transaction remains pending.

5.2.2.3 Crediting Errors

If funds are credited to a Customer Account as a result of a clerical error, operational error, technical malfunction, payment processing error, duplicate transaction, fraud, or any other circumstance resulting in an incorrect credit, the Company may correct the error by reversing, adjusting, or removing the incorrectly credited amount.

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Where reasonably practicable, the Company may notify the Customer of any material adjustment made under this Section.

The Customer shall not knowingly use, withdraw, transfer, or otherwise benefit from funds that have been incorrectly credited to the Customer Account.

5.2.2.4 Reversed or Recalled Funding Transactions

Where a funding transaction is subsequently reversed, recalled, cancelled, rejected, charged back, or otherwise fails to settle after funds have been credited to the Customer Account, the Company may reverse the corresponding credit, recover the relevant amount, restrict the affected Customer Account, or take any other reasonable action necessary to protect its legitimate financial and operational interests.

Nothing in this Section limits the Company's rights under **Section 5.5 (Chargebacks and Payment Disputes)** or any other applicable provision of these Terms.

5.2.3 Failed, Rejected, and Returned Funding Transactions

A funding transaction may fail, be rejected, be returned, be cancelled, or otherwise remain incomplete where the Company, the applicable payment service provider, financial institution, digital asset network, intermediary, or any other participant in the payment process is unable to complete the transaction.

The Company shall not be obliged to credit a Customer Account unless the funding transaction has been successfully completed in accordance with these Terms.

5.2.3.1 Failed Funding Transactions

A funding transaction may fail for reasons including, without limitation:

(a) insufficient funds;

(b) incorrect payment information;

(c) payment authorization failures;

(d) technical or communication failures;

(e) banking restrictions;

(f) blockchain or network failures;

(g) payment processor limitations; or

(h) any other circumstance preventing successful settlement.

The Company shall not be responsible for losses arising solely from a failed funding transaction occurring outside the Company's reasonable control.

5.2.3.2 Rejected Funding Transactions

The Company may reject any funding transaction where it reasonably determines that:

(a) the transaction does not comply with these Terms;

(b) the payment originates from an unauthorized or unverified source;

(c) additional verification is required;

(d) fraud, financial crime, sanctions concerns, or other compliance risks are identified;

(e) the transaction cannot be processed for operational, regulatory, legal, or security reasons; or

(f) acceptance of the transaction would otherwise expose the Company to unreasonable risk.

The Company may request additional documentation before reconsidering a rejected funding transaction.

5.2.3.3 Returned Funding Transactions

Where a funding transaction cannot be credited or retained, the Company may return the funds to the original payment source or otherwise deal with the funds in accordance with applicable law, regulatory requirements, payment network rules, or the Company's operational procedures.

Where a return to the original funding source is not reasonably possible, the Company may require additional verification before arranging an alternative method of returning the funds.

The Company may deduct any applicable banking charges, payment processing costs, or third-party fees incurred in returning the funds, where permitted by applicable law.

5.2.3.4 Cancelled Funding Instructions

Where a funding instruction is cancelled before settlement or otherwise expires without successful completion, the Company shall have no obligation to credit the Customer Account.

The Customer remains responsible for initiating any replacement funding transaction in accordance with the Company's applicable funding procedures.

5.2.3.5 Funding Processing Delays

The Customer acknowledges that funding transactions may be delayed due to banking procedures, intermediary processing, regulatory reviews, payment verification, fraud prevention measures, technical issues, public holidays, blockchain confirmation requirements, or other operational circumstances.

The Company shall use commercially reasonable efforts to process funding transactions promptly following successful completion of the applicable verification and settlement procedures.

5.2.4 Funding Limits and Restrictions

The Company may establish minimum funding amounts, maximum funding amounts, transaction limits, cumulative funding limits, currency-specific limits, or other operational restrictions applicable to the funding of Customer Accounts.

Such limits may vary depending upon the Customer's Account Category, jurisdiction, payment method, regulatory requirements, risk assessment, operational considerations, or any other reasonable criteria determined by the Company.

The Company reserves the right to introduce, modify, suspend, or remove funding limits at any time where reasonably necessary to comply with applicable law, regulatory obligations, internal policies, operational requirements, or risk management considerations.

5.2.4.1 Transaction Restrictions

The Company may decline, delay, limit, suspend, or otherwise restrict any funding transaction where reasonably necessary to:

(a) comply with applicable law or regulatory obligations;

(b) satisfy anti-money laundering, sanctions, fraud prevention, or other compliance requirements;

(c) protect the security or integrity of the Company's systems;

(d) prevent financial crime or unauthorized activity; or

(e) manage operational, commercial, technological, or financial risks.

The application of any restriction under this Section shall not, by itself, constitute a breach of these Terms.

5.2.4.2 Temporary Funding Restrictions

The Company may temporarily suspend or limit funding activity affecting a Customer Account where additional verification, security reviews, regulatory inquiries, internal investigations, or operational procedures are required.

Funding activity may resume once the circumstances giving rise to the temporary restriction have been resolved to the Company's reasonable satisfaction.

5.2.4.3 Regulatory and Payment Network Restrictions

The Customer acknowledges that funding transactions may also be subject to restrictions imposed by financial institutions, payment service providers, card schemes, digital asset networks, regulatory authorities, or other third parties participating in the payment process.

The Company shall not be responsible for restrictions imposed independently by such third parties, provided that the Company has acted in accordance with its own legal and contractual obligations.

5.3.1 General Withdrawal Principles

Subject to these Terms, the Company may permit the withdrawal of available Customer funds from a Customer Account through approved withdrawal methods and in accordance with the Company's operational procedures, legal obligations, regulatory requirements, and risk management policies.

The Company shall determine the conditions applicable to withdrawal requests, including eligibility requirements, verification procedures, supported withdrawal

methods, processing requirements, and any operational limitations necessary to protect the integrity of the Company's Services and financial systems.

Nothing contained in these Terms shall require the Company to process a withdrawal request that fails to satisfy the requirements established under these Terms or applicable law.

5.3.1.1 Customer Eligibility for Withdrawals

A Customer may submit a withdrawal request only where:

(a) the Customer has successfully completed all applicable identity verification and compliance procedures;

(b) the Customer Account remains active and is not subject to suspension, restriction, or legal limitation;

(c) sufficient Available Balance exists within the Customer Account;

(d) no legal, regulatory, contractual, or operational restriction prevents the requested withdrawal; and

(e) all other applicable requirements established by the Company have been satisfied.

The submission of a withdrawal request does not, by itself, guarantee that the withdrawal will be approved or processed.

5.3.1.2 Verification Prior to Withdrawal

Before processing any withdrawal request, the Company may conduct such verification procedures as it reasonably considers necessary, including verification of:

(a) the Customer's identity;

(b) ownership of the receiving payment account or wallet;

(c) compliance with anti-money laundering, sanctions, fraud prevention, and other regulatory requirements;

(d) the legitimacy of the withdrawal request; and

(e) any other information reasonably required to protect the Customer, the Company, or the integrity of the payment process.

The Company may request additional documentation or information before approving or processing a withdrawal.

5.3.1.3 Approved Withdrawal Methods

Withdrawals shall be processed only through payment methods, financial institutions, digital asset networks, or other withdrawal channels approved by the Company.

The availability of particular withdrawal methods may depend upon:

(a) the Customer's jurisdiction;

(b) the applicable Account Category;

(c) the original funding method, where required by applicable law or payment network rules;

(d) regulatory or operational requirements; or

(e) the availability of third-party payment providers.

The Company reserves the right to modify, suspend, replace, or discontinue any withdrawal method at its reasonable discretion.

5.3.1.4 Ownership of the Receiving Account

Unless otherwise approved by the Company or required by applicable law, withdrawal proceeds shall be transferred only to a payment account, bank account, digital wallet, or other approved destination that is registered in the Customer's own name or otherwise demonstrably owned or controlled by the Customer.

The Company may require the Customer to provide satisfactory evidence confirming ownership or lawful control of the receiving account before processing a withdrawal request.

The Company reserves the right to reject, delay, suspend, or cancel a withdrawal request where ownership of the receiving account cannot be reasonably verified or where the requested destination presents legal, regulatory, operational, or security concerns.

5.3.2 Processing of Withdrawal Requests

The Company shall review and process withdrawal requests in accordance with these Terms, its internal operational procedures, applicable legal and regulatory requirements, and any verification measures reasonably considered necessary.

The submission of a withdrawal request shall not, by itself, constitute approval, acceptance, or confirmation that the requested withdrawal will be processed.

A withdrawal request shall be processed only after the Company has completed all applicable verification, compliance, operational, and security procedures.

5.3.2.1 Submission of Withdrawal Requests

Withdrawal requests shall be submitted through the procedures, systems, platforms, or communication channels approved by the Company.

The Company may prescribe the information, documentation, confirmations, or instructions required for the proper submission of a withdrawal request.

Incomplete, inaccurate, duplicated, or improperly submitted withdrawal requests may be rejected, returned for correction, or remain unprocessed until the required information has been provided.

5.3.2.2 Review and Approval

Each withdrawal request shall be subject to review by the Company.

The Company may verify the Customer's identity, account status, Available Balance, ownership of the receiving account, source of funds, transaction history, compliance status, and any other information reasonably necessary before approving a withdrawal request.

Approval of a withdrawal request signifies only that the Company has authorized the withdrawal for processing and does not constitute confirmation that the funds have been received by the Customer.

5.3.2.3 Processing Timeframes

The Company shall use commercially reasonable efforts to process approved withdrawal requests within the processing timeframes published by the Company or otherwise communicated to the Customer.

Processing timeframes shall commence only after:

(a) the withdrawal request has been approved;

(b) all required verification procedures have been completed;

(c) all requested documentation has been received; and

(d) no legal, regulatory, operational, or security restriction prevents processing.

Estimated processing timeframes are provided for guidance only and shall not constitute guaranteed delivery periods.

5.3.2.4 Pending Withdrawal Requests

A withdrawal request may remain pending where additional verification, regulatory review, payment confirmation, operational procedures, technical processing, or other reasonable requirements remain outstanding.

While a withdrawal request remains pending, the Company may request additional documentation, suspend processing, or place the withdrawal under further review.

The Customer acknowledges that a pending withdrawal request does not indicate approval or rejection until the Company's review has been completed.

5.3.2.5 Completion of Withdrawal Processing

A withdrawal shall be considered processed by the Company once the approved funds have been released to the applicable payment service provider, financial institution, blockchain network, or other approved payment channel.

The Customer acknowledges that the subsequent receipt of funds may depend upon processing times, settlement procedures, intermediary institutions,

blockchain confirmations, banking practices, or other operational factors outside the Company's reasonable control.

Accordingly, the Company's completion of withdrawal processing shall not constitute a guarantee that the Customer will receive the funds immediately.

5.3.3 Failed, Rejected, Returned, and Cancelled Withdrawals

The Company may decline, suspend, reject, return, cancel, or otherwise be unable to complete a withdrawal request or withdrawal transaction where circumstances prevent its successful processing or completion in accordance with these Terms, applicable law, regulatory requirements, payment network rules, or the Company's operational procedures.

Any withdrawal affected by such circumstances shall be administered by the Company in accordance with this Section. The Company may require the Customer to provide additional information, supporting documentation, corrected payment instructions, or any other information reasonably necessary before taking further action, including reprocessing, returning, or otherwise resolving the withdrawal transaction.

5.3.3.1 Failed Withdrawal Transactions

A withdrawal transaction may fail where the Company, the applicable payment service provider, financial institution, digital asset network, intermediary, or other participant in the payment process is unable to complete the transfer of funds.

A withdrawal transaction may fail for reasons including, without limitation:

(a) incorrect payment instructions;

(b) invalid or incomplete banking or wallet information;

(c) technical or communication failures;

(d) payment network restrictions;

(e) banking or intermediary rejections;

(f) blockchain or network failures; or

(g) any other circumstance preventing the successful completion of the withdrawal.

Where reasonably practicable, the Company may notify the Customer of a failed withdrawal transaction and, where appropriate, request updated information to facilitate reprocessing.

5.3.3.2 Rejected Withdrawal Requests

The Company may reject a withdrawal request where it reasonably determines that:

(a) the Customer has not satisfied the applicable verification requirements;

(b) the requested withdrawal does not comply with these Terms;

(c) insufficient Available Balance exists;

(d) the receiving account or wallet cannot be satisfactorily verified;

(e) processing the withdrawal would violate applicable law or regulatory requirements; or

(f) fraud, financial crime, sanctions, or other compliance concerns are identified.

Where appropriate, the Company may invite the Customer to remedy the deficiency before submitting a new withdrawal request.

5.3.3.3 Returned Withdrawal Transactions

Where a withdrawal transaction is returned to the Company by a financial institution, payment service provider, digital asset network, or other intermediary,

the Company may, after completing any necessary verification or reconciliation procedures:

(a) credit the returned funds back to the Customer Account;

(b) request updated payment instructions;

(c) require additional verification of the receiving account or wallet; or

(d) take any other reasonable action consistent with applicable law, these Terms, and the Company's operational procedures.

Any fees, charges, or costs imposed by third parties in connection with the returned withdrawal may be deducted where permitted by applicable law.

5.3.3.4 Cancelled Withdrawal Requests

A Customer may request cancellation of a withdrawal only before the withdrawal has entered irreversible processing.

The Company shall use reasonable efforts to accommodate a cancellation request but does not guarantee that cancellation will be possible once processing has commenced.

The Company may also cancel a pending withdrawal request where:

(a) the Customer requests cancellation;

(b) additional verification is not completed within the required timeframe;

(c) material inaccuracies are identified in the withdrawal instructions;

(d) legal, regulatory, operational, or security considerations require cancellation; or

(e) the withdrawal cannot reasonably be completed.

5.3.3.5 Reprocessing of Returned or Corrected Withdrawals

Where a failed or returned withdrawal is capable of being corrected, the Company may permit the Customer to provide updated payment information or additional documentation to facilitate reprocessing.

Reprocessing shall remain subject to the Company's verification procedures, operational requirements, and any applicable legal or regulatory obligations.

The Company reserves the right to require a new withdrawal request where reprocessing is not operationally feasible.

5.3.4 Withdrawal Limits and Restrictions

The Company may establish, apply, modify, suspend, or remove withdrawal limits, processing requirements, and operational restrictions where reasonably necessary to comply with these Terms, applicable law, regulatory obligations, payment network rules, internal policies, or risk management requirements.

Withdrawal limits and restrictions may vary depending upon the Customer's Account Category, verification status, payment method, jurisdiction, available balance, transaction history, regulatory requirements, or any other reasonable criteria determined by the Company.

5.3.4.1 Minimum and Maximum Withdrawal Amounts

The Company may prescribe minimum withdrawal amounts, maximum withdrawal amounts, transaction thresholds, daily limits, monthly limits, or other operational limits applicable to withdrawal transactions.

Such limits may be amended by the Company from time to time in accordance with its operational requirements and applicable legal or regulatory obligations.

5.3.4.2 Withdrawal Restrictions

The Company may decline, suspend, delay, or restrict a withdrawal request where reasonably necessary to:

(a) comply with applicable law, court orders, or regulatory obligations;

(b) complete identity verification or compliance procedures;

(c) investigate suspected fraud, financial crime, unauthorized activity, or security incidents;

(d) preserve the integrity of the Customer Account or the Company's Services;

(e) satisfy payment network, banking, or operational requirements; or

(f) address any other circumstance that may reasonably expose the Company or the Customer to legal, financial, operational, or security risks.

The application of a restriction under this Section shall not, by itself, constitute a breach of these Terms.

5.3.4.3 Withdrawal Holds

The Company may place a temporary hold on a withdrawal request where additional verification, compliance review, reconciliation, investigation, or operational procedures are reasonably required.

The duration of any hold shall depend upon the circumstances giving rise to the review and the timely receipt of any information or documentation requested from the Customer.

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Where reasonably practicable, the Company may notify the Customer of the hold and the general reason for the delay, unless prohibited by law or regulatory requirements.

5.3.4.4 Regulatory and Payment Network Restrictions

The Customer acknowledges that withdrawal transactions may also be subject to restrictions imposed by banks, payment service providers, payment schemes, digital asset networks, governmental authorities, or other third parties participating in the payment process.

The Company shall not be responsible for delays, restrictions, or requirements imposed independently by such third parties, provided that the Company has acted in accordance with these Terms and applicable law.

5.3.5 Withdrawal Records and Confirmations

The Company shall maintain records relating to withdrawal requests and completed withdrawal transactions in accordance with applicable law, regulatory requirements, and the Company's record retention policies.

Such records may be used for operational administration, reconciliation, regulatory compliance, dispute resolution, audit purposes, fraud prevention, and any other legitimate business purpose connected with the administration of Customer Accounts.

5.3.5.1 Withdrawal Transaction Records

The Company may maintain records including withdrawal requests, processing history, approval records, transaction references, payment confirmations, reconciliation records, communications, audit logs, and any other information relevant to the processing of withdrawal transactions.

The Company may determine the manner in which such records are created, maintained, stored, and retained, subject to applicable legal and regulatory requirements.

5.3.5.2 Withdrawal Confirmations

Where appropriate, the Company may issue a withdrawal confirmation through the Customer Portal, Trading Platform, registered email address, account statement, or any other official communication channel.

A withdrawal confirmation issued by the Company confirms only that the withdrawal has been processed by the Company and shall not constitute confirmation that the funds have been received by the Customer or credited by the receiving financial institution, payment service provider, or other intermediary.

5.3.5.3 Evidential Value of Withdrawal Records

To the extent permitted by applicable law, the Company's electronic records, withdrawal logs, transaction confirmations, payment records, system records, communications, and audit trails shall constitute prima facie evidence of the withdrawal transactions processed by the Company unless the Customer establishes manifest error or provides clear evidence to the contrary.

Nothing in this Section prevents either Party from relying upon additional evidence where permitted by applicable law.

5.3.5.4 Correction of Administrative Errors

The Company may correct clerical, accounting, reconciliation, processing, recording, or administrative errors affecting withdrawal records where reasonably necessary to maintain the accuracy and integrity of the Customer Account.

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Where a material correction affects the Customer's transaction history or account balance, the Company may notify the Customer through its official communication channels where reasonably practicable.

Section 5.4: Refunds

5.4.1 General Refund Principles

The Company may, in appropriate circumstances, process refunds relating to payments received from a Customer where such refunds are permitted under these Terms, the Company's applicable policies, or applicable law.

Refunds shall be administered in accordance with the Company's operational procedures, legal obligations, regulatory requirements, fraud prevention measures, and internal compliance policies.

Nothing contained in these Terms shall be interpreted as creating an automatic or unconditional right to receive a refund.

5.4.1.1 Nature of Refunds

A refund constitutes the return of eligible funds by the Company to the Customer under circumstances determined by these Terms, the Company's applicable policies, or applicable legal or regulatory requirements.

A refund shall not be treated as a withdrawal of Customer funds and shall remain subject to its own eligibility requirements, verification procedures, operational conditions, and processing requirements.

5.4.1.2 Refund Administration

The Company may determine the operational procedures governing refund requests, including verification requirements, payment methods, processing

procedures, supporting documentation, reconciliation requirements, and any other reasonable administrative measures necessary for the proper processing of refunds.

The Company reserves the right to verify the legitimacy of any refund request before taking action.

5.4.1.3 Refund Payment Method

Where reasonably practicable and unless otherwise required by applicable law, regulatory requirements, or payment network rules, refunds may be returned to the original payment method or funding source used by the Customer.

Where a refund to the original payment method is not reasonably possible, the Company may determine an alternative refund method, subject to satisfactory verification and applicable legal and regulatory requirements.

5.4.1.4 Verification Prior to Refund

Before processing any refund, the Company may require the Customer to provide such information, documentation, declarations, or confirmations as the Company reasonably considers necessary to verify:

(a) the Customer's identity;

(b) the original funding transaction;

(c) ownership of the receiving payment method;

(d) the legitimacy of the refund request;

(e) compliance with applicable legal and regulatory obligations; and

(f) any other information reasonably necessary for the proper administration of the refund.

The Company may defer or decline the processing of a refund until the required verification procedures have been completed.

5.4.2 Refund Eligibility

Refunds may be considered only where the Customer satisfies the eligibility requirements established under these Terms, the Company's Customer Reimbursement And Compensation Agreement, and any applicable legal or regulatory requirements.

The Customer acknowledges that eligibility for a refund shall be determined by the Company after considering the relevant facts, supporting documentation, the Customer's account activity, payment history, compliance status, and any other circumstances reasonably relevant to the refund request.

The submission of a refund request does not, by itself, entitle the Customer to receive a refund.

5.4.2.1 Refund Period

Subject to these Terms and the Company's Customer Reimbursement And Compensation Agreement, a Customer may request a refund within **fourteen (14) calendar days** from the date on which the relevant payment is successfully credited to the Customer Account (the "**Refund Period**").

Unless otherwise required by applicable law or expressly approved by the Company, refund requests submitted after the expiration of the Refund Period shall not be eligible for refund.

The Refund Period established under this Section shall be interpreted together with the Company's Customer Reimbursement And Compensation Agreement, which sets out the operational procedures, requirements, and additional conditions applicable to refund requests.

5.4.2.2 Trading Activity and Refund Eligibility

The Customer acknowledges that the availability of a refund may be affected where the relevant funds have been used to execute trades, satisfy financial obligations, or otherwise participate in activities made available through the Customer Account.

The eligibility of any refund request relating to funds that have been used for trading shall be determined in accordance with these Terms and the Company's Customer Reimbursement And Compensation Agreement.

5.4.2.3 Circumstances Affecting Refund Eligibility

In determining whether a refund request is eligible, the Company may consider factors including:

(a) whether the applicable Refund Period has expired;

(b) whether the relevant funds have been used for trading or other account activity;

(c) whether all or part of the relevant funds have previously been withdrawn or otherwise transferred;

(d) whether the Customer has complied with these Terms and the Company's verification requirements;

(e) whether fraud, abuse, unauthorized activity, or regulatory concerns are identified; and

(f) any other circumstance reasonably relevant to the administration of the refund request.

The existence of one or more of the above circumstances does not automatically require the Company to approve or reject a refund request, and each request shall be assessed based on its particular facts.

5.4.2.4 Ineligible Refund Requests

Without limiting any other provision of these Terms, the Company may decline a refund request where:

(a) the Customer does not satisfy the applicable eligibility requirements;

(b) the refund request is submitted after the applicable Refund Period has expired;

(c) the relevant funds are no longer eligible for refund under these Terms or the Company's Customer Reimbursement And Compensation Agreement;

(d) the refund would violate applicable law, regulatory requirements, or payment network rules;

(e) the Company reasonably suspects fraud, financial crime, abuse, or other improper conduct; or

(f) any other circumstance exists that reasonably prevents the Company from processing the refund.

5.4.2.5 Exceptional Circumstances

Nothing in this Section prevents the Company from considering a refund outside the ordinary eligibility requirements where:

(a) applicable law requires the refund;

(b) a payment processing error has occurred;

(c) an administrative error attributable to the Company has been identified; or

(d) the Company otherwise determines, at its sole discretion, that exceptional circumstances justify the refund.

The exercise of such discretion in one instance shall not constitute a waiver of these Terms or create a precedent or obligation to approve future refund requests under similar circumstances.

5.4.3 Refund Requests and Processing

A Customer seeking a refund shall submit a refund request in accordance with these Terms, the Company's Customer Reimbursement And Compensation Agreement, and any procedures established by the Company from time to time.

Every refund request shall be subject to review, verification, and assessment before any refund is approved or processed.

The submission of a refund request shall not, by itself, constitute acceptance or approval of the refund.

5.4.3.1 Submission of Refund Requests

Refund requests shall be submitted through the communication channels, Customer Portal, forms, or other procedures designated by the Company.

The Company may require the Customer to provide supporting documentation, payment confirmations, transaction references, identity verification documents, explanations, or any other information reasonably necessary to evaluate the refund request.

Incomplete or inaccurate refund requests may be returned to the Customer for correction or may remain pending until the required information has been provided.

5.4.3.2 Review and Verification

Upon receipt of a refund request, the Company may conduct such verification and review procedures as it reasonably considers necessary.

Such review may include verification of:

(a) the Customer's identity;

(b) the original payment transaction;

(c) compliance with these Terms and Customer Reimbursement And Compensation Agreement;

(d) the Customer's trading and account activity;

(e) applicable legal and regulatory requirements; and

(f) any other information reasonably necessary to determine eligibility for a refund.

The Company may request additional information or documentation before reaching a decision.

5.4.3.3 Approval or Rejection of Refund Requests

Following completion of its review, the Company may approve or reject the refund request, in whole or in part, in accordance with these Terms, the Customer Reimbursement and Compensation Agreement, and applicable law.

Where reasonably practicable, the Company may notify the Customer of its decision through the Customer Portal, registered email address, or another official communication channel.

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Nothing in this Section obliges the Company to provide detailed reasons where disclosure would be prohibited by law, regulatory requirements, or would compromise fraud prevention, security measures, or ongoing investigations.

5.4.3.4 Processing of Approved Refunds

Where a refund request is approved, the Company shall use commercially reasonable efforts to process the refund in accordance with its operational procedures and applicable legal or regulatory requirements.

Refunds may be returned to the original payment method where reasonably practicable or through another approved payment method where permitted by applicable law, payment network rules, and the Company's operational procedures.

The Company shall not be responsible for delays occurring after the approved refund has been transmitted to the relevant financial institution, payment service provider, or other intermediary.

5.4.3.5 Pending Refund Requests

A refund request may remain pending where additional verification, regulatory review, operational procedures, reconciliation, or other reasonable requirements remain outstanding.

While a refund request remains pending, the Company may request further documentation, suspend processing, or undertake any additional review reasonably necessary to determine the appropriate outcome.

5.4.4 Refund Restrictions and Exclusions

Refunds are subject to the restrictions and exclusions set out in these Terms, the Company's Customer Reimbursement and Compensation Agreement, applicable law, regulatory requirements, and payment network rules.

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Nothing in this Section shall be interpreted as limiting any refund rights that cannot lawfully be excluded under applicable law.

5.4.4.1 Regulatory and Legal Restrictions

The Company may refuse, delay, suspend, or limit the processing of a refund where required to comply with applicable law, regulatory obligations, court orders, lawful requests from competent authorities, sanctions requirements, anti-money laundering obligations, or other legal requirements.

The Company shall not be required to process a refund where doing so would cause it to breach any applicable legal or regulatory obligation.

5.4.4.2 Payment Network and Third-Party Restrictions

The Customer acknowledges that refunds may also be subject to operational requirements, limitations, or restrictions imposed by payment service providers, financial institutions, card schemes, digital asset networks, or other third parties involved in the payment process.

Where such restrictions affect the processing of a refund, the Company may adopt an alternative refund method where permitted by applicable law and subject to satisfactory verification.

5.4.4.3 Abuse of the Refund Process

The Company may refuse or restrict a refund request where it reasonably believes that the refund process is being used improperly, fraudulently, abusively, or for any purpose inconsistent with these Terms, applicable law, or the Company's legitimate business interests.

Nothing in this Section prevents the Company from taking any additional action available under these Terms or applicable law where fraud, financial crime, or other improper conduct is suspected.

5.4.4.4 Fees, Charges, and Third-Party Costs

Where permitted by applicable law, the Company may deduct or recover reasonable banking charges, payment processing fees, intermediary costs, blockchain transaction fees, or other third-party charges directly associated with processing a refund.

The Company shall not impose deductions that are prohibited by applicable law or expressly excluded under these Terms.

5.4.4.5 Circumstances Beyond the Company's Reasonable Control

The Company shall not be responsible for delays, interruptions, or the inability to complete a refund where such circumstances arise from events beyond the Company's reasonable control, including failures of payment service providers, banking systems, communication networks, digital asset networks, governmental actions, or other external events affecting the payment process.

Where reasonably practicable, the Company shall use commercially reasonable efforts to complete the refund once the relevant circumstances have been resolved.

5.4.5 Refund Records and Administrative Corrections

The Company shall maintain records relating to refund requests and refund transactions in accordance with applicable law, regulatory requirements, and the Company's record retention policies.

Such records may be maintained for operational administration, reconciliation, audit purposes, dispute resolution, fraud prevention, regulatory compliance, and any other legitimate business purpose associated with the administration of Customer Accounts.

5.4.5.1 Refund Transaction Records

The Company may maintain records relating to refund requests, refund decisions, payment confirmations, processing history, reconciliation records, communications, audit logs, and any other information relevant to the administration of refunds.

The Company may determine the manner in which such records are created, maintained, stored, and retained, subject to applicable legal and regulatory requirements.

5.4.5.2 Refund Confirmations

Where appropriate, the Company may issue a confirmation indicating that a refund has been approved or processed.

Any refund confirmation issued by the Company confirms only the status of the Company's processing activities and shall not constitute confirmation that the refunded funds have been received by the Customer or credited by the receiving financial institution, payment service provider, or other intermediary.

5.4.5.3 Evidential Value of Refund Records

To the extent permitted by applicable law, the Company's electronic records, refund logs, payment records, accounting records, communications, system records, and audit trails shall constitute prima facie evidence of the administration and processing of refund transactions unless the Customer establishes manifest error or provides clear evidence to the contrary.

Nothing in this Section prevents either Party from relying upon additional evidence where permitted by applicable law.

5.4.5.4 Correction of Administrative Errors

The Company may correct clerical, accounting, reconciliation, processing, recording, or administrative errors affecting refund records or refund transactions where reasonably necessary to maintain the accuracy and integrity of its records.

Where a material correction affects the Customer's refund status or financial records, the Company may notify the Customer through its official communication channels where reasonably practicable.

Section 5.5: Chargebacks and Payment Disputes

5.5.1 General Chargeback Principles

A chargeback or payment dispute may arise where a Customer, card issuer, financial institution, payment service provider, payment network, or other authorized participant in the payment process disputes, reverses, recalls, or otherwise challenges a payment transaction previously processed by or through the Company.

The Company shall administer chargebacks and payment disputes in accordance with these Terms, applicable law, regulatory requirements, payment network rules, and its internal operational procedures.

The initiation of a chargeback or payment dispute shall not, by itself, determine the rights or obligations of either Party under these Terms.

5.5.1.1 Notification of Chargebacks

Where reasonably practicable, the Company may notify the Customer upon becoming aware of a chargeback or payment dispute affecting the Customer's Account.

Such notification may include requests for supporting information, documentation, or explanations reasonably necessary for the Company's review or response to the chargeback.

Nothing in this Section obliges the Company to provide notice where doing so would be prohibited by law, regulatory requirements, payment network rules, or would prejudice an ongoing investigation.

5.5.1.2 Investigation of Payment Disputes

The Company may investigate any chargeback or payment dispute to determine the relevant facts, verify the legitimacy of the disputed transaction, comply with applicable legal or regulatory obligations, and protect its legitimate business interests.

During the investigation, the Company may review transaction records, payment confirmations, communications, identity verification records, trading activity, account history, and any other information reasonably relevant to the disputed transaction.

The Company may request additional information or documentation from the Customer where reasonably necessary to complete its investigation.

5.5.1.3 Temporary Protective Measures

Pending the resolution of a chargeback or payment dispute, the Company may, where reasonably necessary:

(a) temporarily restrict or suspend the affected Customer Account;

(b) place a hold on available funds;

(c) delay pending withdrawals or refunds;

(d) reverse provisional credits where permitted by these Terms or applicable law; or

(e) implement any other reasonable protective measure necessary to preserve the integrity of the investigation or protect the Company's legitimate financial, legal, or operational interests.

Any protective measure shall be proportionate to the circumstances and shall not continue longer than reasonably necessary.

5.5.1.4 Resolution of Chargebacks

Following completion of its review and any applicable payment network procedures, the Company may determine the appropriate action in accordance with these Terms, applicable law, payment network rules, and the outcome of the relevant chargeback or dispute process.

The Company may restore account access, release held funds, maintain adjustments, recover amounts properly payable, or take any other action reasonably necessary to implement the final outcome of the chargeback or payment dispute.

5.5.2 Customer Cooperation and Supporting Documentation

The Customer shall cooperate with the Company in connection with the investigation, administration, and resolution of any chargeback or payment dispute affecting the Customer Account.

Such cooperation shall include providing accurate information, responding to reasonable requests, and supplying supporting documentation necessary for the Company to assess, investigate, defend, or otherwise administer the chargeback or payment dispute.

The Customer's failure to cooperate may affect the Company's ability to respond to the payment dispute and may result in delays, account restrictions, or other actions permitted under these Terms.

5.5.2.1 Requests for Information

The Company may request any information or documentation reasonably necessary to investigate or respond to a chargeback or payment dispute.

Such information may include:

(a) payment confirmations;

(b) transaction records;

(c) correspondence relating to the disputed transaction;

(d) identity verification documentation;

(e) account activity records;

(f) proof of authorization of the transaction; or

(g) any other information reasonably relevant to the investigation.

The Customer shall provide the requested information within the timeframe reasonably specified by the Company.

5.5.2.2 Preservation of Evidence

The Customer shall take reasonable steps to preserve documents, communications, electronic records, transaction information, and other evidence relevant to any chargeback or payment dispute after becoming aware of the dispute.

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Nothing in this Section requires the Customer to retain records beyond any period required by applicable law where such records are no longer reasonably available.

5.5.2.3 Cooperation with Third-Party Providers

Where reasonably necessary, the Customer acknowledges that information relating to a chargeback or payment dispute may be shared with payment service providers, financial institutions, card schemes, regulatory authorities, fraud prevention organizations, legal advisers, or other persons involved in investigating or resolving the dispute, subject to applicable law and the Company's Data Privacy And Personal Information Management Agreement.

The Customer shall reasonably cooperate with any verification or information requests arising from such investigations.

5.5.2.4 Failure to Cooperate

Where the Customer fails to provide requested information or otherwise refuses to cooperate with a chargeback or payment dispute investigation, the Company may proceed on the basis of the information available to it.

Nothing in this Section prevents the Company from exercising any other rights available under these Terms where the Customer's failure to cooperate materially affects the investigation or resolution of the dispute.

5.5.3 Consequences of Chargebacks

Where a chargeback or payment dispute is determined in favor of the payment service provider, financial institution, payment network, card issuer, or other competent authority, or where the Company otherwise becomes obligated to return or reverse funds as a result of the chargeback process, the Company may take such actions as

are reasonably necessary to protect its legitimate financial, legal, and operational interests.

Such actions shall be carried out in accordance with these Terms, applicable law, payment network rules, and the Company's internal operational procedures.

5.5.3.1 Account Adjustments

The Company may debit, reverse, deduct, offset, or otherwise adjust the Customer Account to reflect the outcome of a chargeback or payment dispute.

Any adjustment shall be limited to the amount reasonably necessary to give effect to the final outcome of the chargeback together with any applicable fees, costs, or charges lawfully recoverable by the Company.

Where reasonably practicable, the Company may notify the Customer of any material adjustment affecting the Customer Account.

5.5.3.2 Recovery of Outstanding Amounts

Where a chargeback or payment dispute results in a negative balance or outstanding liability on the Customer Account, the Customer shall remain responsible for satisfying the outstanding amount.

The Company may recover such amounts through any lawful means available under these Terms or applicable law, including by exercising any contractual right of set-off, withholding future payments, or applying available funds held in other Customer Accounts maintained by the Customer with the Company, where permitted by applicable law.

5.5.3.3 Restriction of Customer Accounts

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Where reasonably necessary following a chargeback or payment dispute, the Company may temporarily restrict, suspend, or limit the Customer Account while outstanding issues remain unresolved.

Any restriction imposed under this Section shall be proportionate to the circumstances and shall remain in effect only for so long as reasonably necessary to protect the Company's legitimate legal, financial, operational, or regulatory interests.

5.5.3.4 Fraudulent or Abusive Chargebacks

Where the Company reasonably determines that a chargeback has been initiated fraudulently, abusively, or in bad faith, the Company may exercise any rights available under these Terms or applicable law, including restricting the Customer Account, recovering losses, reporting the matter to competent authorities where appropriate, or taking other reasonable measures to protect its legitimate interests.

Nothing in this Section limits the Customer's right to raise a genuine or legitimate payment dispute through the appropriate payment channels.

5.5.3.5 Continuing Customer Obligations

The initiation, investigation, or resolution of a chargeback or payment dispute shall not relieve the Customer from complying with these Terms or from satisfying any outstanding contractual obligations that remain due and payable.

Any rights or remedies available to the Company under this Section are cumulative and shall not limit any other rights or remedies available under these Terms or applicable law.

5.5.4 Resolution of Chargebacks and Payment Disputes

The Company shall administer the resolution of chargebacks and payment disputes in accordance with these Terms, applicable law, regulatory requirements, payment network rules, and its internal operational procedures.

The outcome of a chargeback or payment dispute shall be determined in accordance with the applicable payment process, the evidence submitted by the relevant Parties, and any decision rendered by the competent payment service provider, financial institution, payment network, or other authority responsible for resolving the dispute.

The resolution of a chargeback or payment dispute shall not prevent the Company from exercising any additional contractual or legal rights available under these Terms or applicable law.

5.5.4.1 Implementation of the Final Determination

Following the final determination of a chargeback or payment dispute, the Company may implement any account adjustment, payment reversal, refund, recovery, release of held funds, or other action reasonably necessary to give effect to the outcome.

Where reasonably practicable, the Company may notify the Customer of any material action taken following the resolution of the dispute.

5.5.4.2 Finality of Internal Review

Where the Company has completed its internal review of a chargeback or payment dispute, any further determination shall be subject to the applicable payment network procedures, legal requirements, or decisions of the competent authority responsible for resolving the dispute.

Nothing in this Section limits any statutory rights or remedies available to either Party under applicable law.

5.5.4.3 Continuing Investigations

The Company may continue to investigate matters arising from a chargeback or payment dispute after the payment dispute itself has been resolved where reasonably necessary to:

(a) comply with legal or regulatory obligations;

(b) investigate suspected fraud or financial crime;

(c) recover losses;

(d) protect the integrity of the Company's Services; or

(e) support legal proceedings or regulatory investigations.

The completion of the payment dispute process shall not prevent the Company from taking any lawful action arising from the underlying circumstances.

5.5.4.4 Reservation of Rights

Nothing contained in this Section shall constitute a waiver of any contractual, statutory, or equitable right or remedy available to the Company or the Customer.

All rights and remedies arising from a chargeback or payment dispute shall be cumulative and may be exercised independently or together, to the extent permitted by applicable law.

5.6.1 General Financial Charges

The Customer acknowledges that the use of the Company's Services may give rise to fees, charges, commissions, taxes, currency conversion costs, third-party expenses, or other financial obligations in accordance with these Terms, the Company's Fee Schedule, applicable product specifications, or applicable law.

The Company shall administer such financial charges in accordance with these Terms, applicable legal and regulatory requirements, and its published policies or schedules, as amended from time to time.

Nothing contained in this Section authorizes the Company to impose any fee or charge that is prohibited by applicable law.

5.6.1.1 Company Fees and Charges

The Company may impose fees, commissions, administrative charges, processing fees, service fees, account-related charges, or other charges relating to the Services provided to the Customer.

The applicable fees and charges may vary depending upon the Service, Account Category, payment method, product, jurisdiction, or other operational criteria established by the Company.

The Company may amend its Fee Schedule from time to time in accordance with these Terms.

5.6.1.2 Third-Party Costs

The Customer acknowledges that certain transactions may involve fees, charges, commissions, or expenses imposed by financial institutions, payment service providers, correspondent banks, blockchain networks, liquidity providers, or other independent third parties.

Unless otherwise expressly stated by the Company, such third-party costs shall remain the responsibility of the Customer.

The Company shall not be responsible for determining or controlling charges imposed independently by third parties.

5.6.1.3 Taxes

The Customer remains solely responsible for determining, reporting, and paying any taxes, duties, levies, withholding obligations, or similar governmental charges arising from the Customer's use of the Services or any transactions conducted through the Customer Account, unless applicable law expressly requires the Company to collect, withhold, or remit such amounts.

Where the Company is required by applicable law to collect or withhold taxes, the Company may make the appropriate deduction or collection before processing the relevant transaction.

5.6.1.4 Currency Conversion

Where a payment, funding transaction, withdrawal, refund, or other financial transaction requires conversion between different currencies, the Company may apply the applicable exchange rate together with any currency conversion methodology or charges disclosed by the Company or imposed by the relevant payment service provider.

The Customer acknowledges that exchange rates may fluctuate and that the final converted amount may differ from the amount originally anticipated due to market movements, intermediary charges, or the timing of the conversion.

5.6.1.5 Amendments to Financial Charges

The Company may introduce, amend, replace, suspend, or discontinue fees, commissions, administrative charges, or other financial charges where reasonably necessary for legal, regulatory, commercial, or operational purposes.

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Where required by applicable law or where reasonably practicable, the Company may notify Customers of material changes affecting financial charges through the Official Website, Customer Portal, Trading Platform, registered email address, or another official communication channel.

PART VI: TRADING PLATFORM AND TRADING GOVERNANCE

Section 6.1: Trading Platform: Introductory Provision

6.1.1 General Platform Access

Subject to these Terms, the Company may provide the Customer with access to one or more Trading Platforms for the purpose of using the Services offered by the Company.

Access to the Trading Platform shall remain subject to the Customer's continued compliance with these Terms, applicable law, regulatory requirements, security procedures, and any operational conditions established by the Company.

The Company reserves the right to determine the Trading Platforms, software applications, technologies, interfaces, and functionalities made available to Customers.

6.1.1.1 Platform Availability

The Company shall use commercially reasonable efforts to make the Trading Platform available for normal operation.

The Customer acknowledges that the Trading Platform may become temporarily unavailable due to scheduled maintenance, emergency maintenance, technical failures, cybersecurity incidents, system upgrades, third-party service interruptions, force majeure events, or other operational circumstances beyond the Company's reasonable control.

6.1.1.2 Platform Updates

The Company may introduce updates, modifications, enhancements, bug fixes, security patches, new functionalities, or replacement technologies relating to the Trading Platform.

The Customer acknowledges that certain updates may be mandatory for continued access to the Trading Platform or particular Services.

6.1.1.3 Platform Compatibility

The Customer remains responsible for ensuring that the devices, operating systems, internet connectivity, browsers, software, and technological resources used to access the Trading Platform satisfy the Company's applicable technical requirements.

The Company does not guarantee compatibility with every hardware configuration, operating system, browser, mobile device, or third-party software.

6.1.1.4 Security of Platform Access

The Customer shall take reasonable measures to safeguard the credentials, devices, authentication methods, and security mechanisms used to access the Trading Platform.

The Customer shall promptly notify the Company upon becoming aware of any unauthorized access, suspected compromise, or security incident affecting the Customer's access to the Trading Platform.

6.1.2 Platform Functionality and Operational Features

The Company may make available various functionalities, features, tools, applications, interfaces, and operational capabilities through the Trading Platform to facilitate the Customer's use of the Services.

The availability, scope, and functionality of such features may vary depending upon the Customer's Account Category, the Trading Platform used, regulatory requirements, technological capabilities, or other operational considerations determined by the Company.

6.1.2.1 Platform Features

The Trading Platform may include features designed to facilitate trading activities, account administration, market monitoring, transaction history, reporting, risk management, and other operational functions made available by the Company.

The Company may determine which features are available to particular Customers and may introduce, modify, restrict, replace, or discontinue any feature without affecting the validity of these Terms.

6.1.2.2 Analytical and Informational Tools

The Company may provide charts, indicators, calculators, analytical tools, economic calendars, news feeds, market commentary, or other informational resources through the Trading Platform.

Unless expressly stated otherwise, such tools are provided solely for informational and convenience purposes and shall not constitute investment advice, financial advice, portfolio management, or a recommendation to enter into any transaction.

The Customer remains solely responsible for evaluating any information made available through the Trading Platform and for making independent trading decisions.

6.1.2.3 Platform Modifications

The Company may modify, enhance, replace, suspend, or discontinue any functionality, interface, operational process, or feature of the Trading Platform

where reasonably necessary for technological development, security, legal compliance, operational efficiency, maintenance, or commercial purposes.

Where reasonably practicable, the Company may notify Customers of material modifications affecting the Trading Platform through the Official Website, Customer Portal, Trading Platform, registered email address, or another official communication channel.

6.1.2.4 Demonstration or Test Environments

Where the Company makes available a demonstration, simulated, trial, or test environment, such environment shall be provided solely for educational, evaluation, or testing purposes.

The Customer acknowledges that transactions executed within a demonstration or simulated environment do not constitute actual market transactions and may not accurately reflect live market conditions, pricing, liquidity, execution speed, slippage, or trading results.

The Company may modify, suspend, or discontinue any demonstration or test environment at its discretion.

6.1.2.5 Availability of Platform Features

The Company does not guarantee that every feature, functionality, service, or operational capability will remain continuously available.

Certain features may become unavailable due to maintenance, technological limitations, regulatory requirements, software updates, third-party service interruptions, or other operational circumstances beyond the Company's reasonable control.

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Section 6.2: Market Information and Trading Data

6.2.1 General Market Information

Market information made available by the Company may include market prices, quotations, charts, indices, economic information, financial news, market commentary, analytical content, historical data, and other trading-related information obtained from the Company or third-party sources.

Such information is provided solely to facilitate the Customer's use of the Services and shall not be interpreted as investment advice, financial advice, portfolio management, or a recommendation to enter into, refrain from, or terminate any transaction.

6.2.1.1 Sources of Market Information

Market information may be obtained from the Company, liquidity providers, exchanges, financial institutions, data vendors, or other third-party information providers.

The Company does not independently verify every item of market information received from third-party providers and shall not guarantee its completeness, accuracy, or uninterrupted availability.

6.2.1.2 Delays and Interruptions

The Customer acknowledges that market information may be delayed, interrupted, unavailable, incomplete, or affected by technical failures, communication delays, market conditions, third-party data providers, system maintenance, or other operational circumstances.

The Company shall not be responsible for any trading decision made in reliance upon delayed or interrupted market information where such delay or interruption is beyond the Company's reasonable control.

6.2.1.3 Informational Nature of Market Data

Unless expressly stated otherwise in writing, all market information, charts, analyses, commentary, economic calendars, technical indicators, research materials, and similar content made available by the Company are provided for general informational purposes only.

The Customer remains solely responsible for independently evaluating all information and determining whether any transaction is appropriate in light of the Customer's own financial objectives, knowledge, experience, and risk tolerance.

6.2.1.4 Corrections to Market Information

The Company may correct, amend, replace, or remove market information where inaccuracies, technical errors, pricing anomalies, transmission failures, or other operational issues are identified.

Where reasonably necessary, the Company may also correct the consequences of any obvious pricing or system error in accordance with these Terms and applicable law.

Section 6.3: Orders and Trade Execution

6.3.1 General Order Principles

The Customer may place trading orders only through the procedures, Trading Platform, communication channels, or other methods approved by the Company.

The Company may determine the categories of orders accepted, the operational requirements applicable to particular order types, and the conditions governing their execution.

Submission of an order by the Customer does not constitute acceptance of that order by the Company and does not guarantee that the order will be executed.

6.3.1.1 Submission of Orders

The Customer remains solely responsible for ensuring that every order submitted through the Trading Platform is complete, accurate, and intended.

An order shall be deemed submitted only when it has been successfully transmitted through the Company's designated systems in accordance with the Company's operational procedures.

The Company shall not be responsible for orders that are incomplete, inaccurate, duplicated, corrupted during transmission, or otherwise fail to reach the Trading Platform due to circumstances beyond the Company's reasonable control.

6.3.1.2 Acceptance of Orders

The Company may review each order before accepting it for execution.

The Company may refuse, reject, delay, suspend, or otherwise decline to accept an order where reasonably necessary to comply with these Terms, applicable law, regulatory requirements, operational limitations, market conditions, or risk management procedures.

Acceptance of an order signifies only that the Company has accepted the order for processing and shall not constitute a guarantee that the order will ultimately be executed.

6.3.1.3 Order Verification

Before accepting or executing an order, the Company may verify:

(a) the Customer's Account status;

(b) available margin or account balance, where applicable;

(c) compliance with these Terms;

(d) applicable trading restrictions;

(e) market availability; and

(f) any other operational or regulatory requirement reasonably necessary for the proper administration of the order.

The Company may request additional information or suspend processing where verification cannot be satisfactorily completed.

6.3.1.4 Order Instructions

The Customer is responsible for ensuring that all order instructions, including the selected financial instrument, order type, quantity, price parameters, and any other trading instructions, accurately reflect the Customer's intentions before submission.

The Company shall be entitled to rely upon the order instructions received through the Trading Platform or other approved communication channels unless the Company has actual knowledge that such instructions were submitted in error or without authorization.

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6.3.2 Execution of Orders

The execution of trading orders shall be subject to these Terms, applicable market conditions, available liquidity, technological capabilities, regulatory requirements, and the Company's operational procedures.

The Company shall determine the manner in which accepted orders are executed, taking into account the characteristics of the relevant financial instrument, prevailing market conditions, and any operational or legal requirements applicable to the transaction.

6.3.2.1 Market Execution

Accepted orders shall be executed in accordance with the pricing, liquidity, and market conditions prevailing at the time the order becomes eligible for execution.

The Customer acknowledges that the execution price of an order may differ from the price displayed when the order was submitted due to changes in market conditions, liquidity, execution timing, or other factors affecting the relevant market.

6.3.2.2 Execution Timing

The Company shall use commercially reasonable efforts to execute accepted orders promptly.

The actual execution time of an order may vary depending upon market conditions, trading volume, communication delays, system performance, liquidity, regulatory requirements, or other operational circumstances.

Execution delays shall not, by themselves, constitute a breach of these Terms where such delays arise from circumstances beyond the Company's reasonable control or are otherwise consistent with the Company's operational procedures.

6.3.2.3 Partial Execution of Orders

Where market conditions, available liquidity, or operational requirements prevent the complete execution of an order, the Company may execute the order in one or more parts.

Each partial execution shall constitute a valid execution of the relevant portion of the order, and the remaining balance may continue to await execution, be cancelled, or otherwise be handled in accordance with the applicable order type, prevailing market conditions, and the Company's operational procedures.

6.3.2.4 Slippage

The Customer acknowledges that orders may be executed at a price different from the price requested or displayed at the time of submission.

Such price differences ("**Slippage**") may occur as a result of market volatility, price movements, liquidity conditions, execution timing, trading volume, communication latency, or other market or operational factors.

Slippage may be either favorable or unfavorable to the Customer and shall not, by itself, constitute an execution error or a breach of these Terms.

6.3.2.5 Circumstances Affecting Execution

The Company may delay, suspend, reject, or otherwise be unable to execute an accepted order where reasonably necessary due to:

(a) insufficient market liquidity;

(b) trading suspensions or market closures;

(c) extraordinary market volatility;

(d) technical or communication failures;

(e) legal or regulatory restrictions;

(f) force majeure events; or

(g) any other circumstance materially affecting the orderly execution of transactions.

Where reasonably practicable, the Company shall process the affected order once the relevant circumstances have been resolved, unless the order has expired, been cancelled, or can no longer be executed under the applicable order conditions.

6.3.3 Modification, Cancellation, and Rejection of Orders

Trading orders may, in appropriate circumstances, be modified, cancelled, rejected, or otherwise become incapable of execution in accordance with these Terms, applicable market conditions, regulatory requirements, the operational rules of the Trading Platform, and the Company's internal procedures.

The Company shall administer such orders in accordance with this Section and may take any action reasonably necessary to ensure the orderly administration of trading activities.

6.3.3.1 Modification of Orders

The Customer may request the modification of an order before its execution, provided that the relevant order type, market conditions, and operational procedures permit such modification.

A requested modification shall become effective only after it has been accepted and processed by the Company.

The Company may refuse a modification request where the order has already been executed, is in the process of execution, or can no longer reasonably be modified.

6.3.3.2 Cancellation of Orders

The Customer may request the cancellation of an order before its execution, subject to the applicable order type, market conditions, and the Company's operational procedures.

Cancellation requests received after execution has commenced or where execution is otherwise irreversible may not be accepted.

The Company shall use commercially reasonable efforts to process valid cancellation requests but does not guarantee that cancellation will be possible in every circumstance.

6.3.3.3 Rejection of Orders

The Company may reject an order where it reasonably determines that:

(a) the order does not comply with these Terms;

(b) insufficient margin, available funds, or trading permissions exist;

(c) market conditions prevent orderly execution;

(d) the order contains incomplete, inaccurate, or inconsistent instructions;

(e) legal, regulatory, or operational restrictions apply; or

(f) acceptance of the order would otherwise expose the Company or the Customer to unreasonable legal, financial, operational, or security risks.

Where reasonably practicable, the Company may notify the Customer of the rejection through the Trading Platform or another official communication channel.

6.3.3.4 Expiration of Orders

Certain order types may expire automatically in accordance with their applicable terms, trading session limitations, market conditions, or operational parameters established by the Company.

An expired order shall cease to have effect without requiring any further action by either Party.

The Customer remains responsible for submitting any replacement order where continued trading is intended.

6.3.3.5 Correction of Order Administration Errors

The Company may correct clerical, administrative, recording, transmission, or operational errors affecting the administration of trading orders where reasonably necessary to preserve the integrity of the Trading Platform and the orderly administration of Customer Accounts.

Where a material correction affects the Customer's trading activity or account records, the Company may notify the Customer through its official communication channels where reasonably practicable.

Section 6.4: Market Conditions and Trading Environment

6.4.1 General Market Conditions

Trading conditions may vary continuously due to changes in market activity, supply and demand, liquidity, price volatility, economic events, geopolitical developments, regulatory actions, technological disruptions, or other factors affecting the relevant financial markets.

The Customer acknowledges that such market conditions may influence pricing, order execution, availability of financial instruments, and other aspects of trading.

6.4.1.1 Trading Sessions and Market Hours

Trading in particular financial instruments shall be subject to the applicable trading sessions, market hours, exchange schedules, public holidays, maintenance periods, or other operational limitations established by the relevant market or the Company.

The Company may modify trading hours where reasonably necessary to reflect changes implemented by exchanges, liquidity providers, regulators, or other market participants.

6.4.1.2 Market Volatility

The Customer acknowledges that financial markets may experience periods of heightened volatility, rapid price movements, reduced liquidity, widening spreads, or temporary pricing irregularities.

During such periods, trading conditions may differ materially from normal market conditions.

6.4.1.3 Liquidity Conditions

The availability of liquidity may vary between financial instruments, trading sessions, market participants, and prevailing market conditions.

Reduced liquidity may affect the execution, pricing, availability, or settlement of trading transactions.

The Company shall not guarantee the continuous availability of liquidity for every financial instrument or market condition.

6.4.1.4 Extraordinary Market Events

The Company may implement reasonable operational measures where extraordinary market events materially affect the orderly operation of financial markets or the Company's ability to provide the Services.

Such events may include market suspensions, exchange closures, circuit breakers, significant technological failures, governmental actions, systemic financial disruptions, or other exceptional circumstances affecting market integrity.

Where reasonably necessary, the Company may temporarily suspend trading in affected financial instruments, restrict particular trading activities, adjust operational procedures, or take other reasonable measures to maintain the orderly administration of the Services.

Section 6.5: Customer Trading Conduct and Prohibited Activities

6.5.1 Customer Trading Responsibilities

The Customer remains responsible for ensuring that all trading activity conducted through the Customer Account is carried out in accordance with these Terms, the operational rules of the Trading Platform, and applicable law.

The Customer shall exercise reasonable care when placing orders, managing open positions, monitoring account activity, and using the Trading Platform.

6.5.1.1 Compliance with Trading Requirements

The Customer shall comply with all trading requirements, account restrictions, eligibility criteria, operational procedures, and instructions issued by the Company concerning the use of the Trading Platform and the Services.

Failure to comply with such requirements may result in the restriction, suspension, or termination of access to the Trading Platform in accordance with these Terms.

6.5.1.2 Monitoring of Trading Activity

The Customer remains responsible for monitoring open positions, pending orders, executed transactions, account balances, margin requirements (where applicable), notifications, and other information made available through the Trading Platform.

The Company shall not be responsible for losses arising solely from the Customer's failure to monitor the Customer Account or trading activity.

6.5.1.3 Independent Trading Decisions

The Customer acknowledges that all trading decisions are made independently and at the Customer's own discretion.

Unless expressly agreed otherwise in writing, the Company does not make trading decisions on behalf of the Customer and does not assume responsibility for the outcome of any transaction entered into by the Customer.

6.5.1.4 Compliance with Applicable Law

The Customer shall use the Trading Platform and the Services only for lawful purposes and in compliance with all laws and regulations applicable to the Customer's activities.

The Customer shall not use the Services in any manner that could expose the Company to legal, regulatory, operational, or reputational risk.

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6.5.2 Prohibited Activities

The Customer shall refrain from engaging in any activity that interferes with the integrity, security, lawful operation, or intended use of the Trading Platform or the Company's Services.

Without limiting any other provision of these Terms, the following activities are prohibited.

6.5.2.1 Market Abuse and Manipulative Conduct

The Customer shall not engage in any activity intended to manipulate markets, distort prices, create misleading market conditions, or otherwise engage in abusive or unlawful trading practices prohibited by applicable law.

6.5.2.2 Unauthorized Access and System Interference

The Customer shall not attempt to gain unauthorized access to the Trading Platform, Customer Accounts, Company systems, networks, databases, software, or any technological infrastructure connected with the Services.

The Customer shall not interfere with, disrupt, damage, overload, or otherwise compromise the operation or security of the Trading Platform.

6.5.2.3 Malicious Software and Automated Misuse

The Customer shall not introduce viruses, malware, ransomware, malicious code, automated scripts, bots, or other harmful technologies into the Trading Platform or use automated processes in a manner that unreasonably interferes with the Company's systems or Services.

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Nothing in this Section prohibits the use of automated trading tools where such use has been expressly authorized by the Company.

6.5.2.4 Fraudulent or Unlawful Conduct

The Customer shall not use the Services for any fraudulent, deceptive, unlawful, or unauthorized purpose, including activities involving identity fraud, financial crime, money laundering, sanctions evasion, or any other conduct prohibited by applicable law.

6.5.2.5 Consequences of Prohibited Activities

Where the Company reasonably believes that the Customer has engaged in conduct prohibited under this Section, the Company may take any action permitted under these Terms or applicable law, including restricting access to the Trading Platform, suspending the Customer Account, rejecting transactions, conducting investigations, reporting the matter to competent authorities where appropriate, or terminating the contractual relationship.

Any action taken under this Section shall be proportionate to the nature and seriousness of the relevant conduct.

PART VII: DATA MANAGEMENT AND ELECTRONIC CONSENT

Section 7.1: Customer Information and Records

7.1.1 Customer Information

The Customer shall provide complete, accurate, current, and truthful information when applying for a Customer Account, using the Services, responding to Company requests, or otherwise communicating with the Company.

The Customer acknowledges that the Company may rely upon the information provided unless the Company becomes aware that such information is inaccurate, incomplete, misleading, or no longer current.

7.1.1.1 Accuracy of Information

The Customer represents and warrants that all information, declarations, documents, and other materials provided to the Company are accurate, complete, authentic, and not misleading in any material respect.

The Customer shall remain responsible for the accuracy of all information submitted throughout the duration of the contractual relationship.

7.1.1.2 Updating Customer Information

The Customer shall promptly notify the Company of any material change affecting the information previously provided, including changes relating to identity, residential address, contact information, legal status, tax residency, payment information, or any other information relevant to the Customer Account or the Services.

The Company may require supporting documentation before updating its records.

7.1.1.3 Company Records

The Company may create, maintain, organize, update, and administer records relating to the Customer Account, transactions, communications, verification activities, and any other information reasonably necessary for the administration of the Services.

Such records shall be maintained in accordance with applicable law, regulatory requirements, the Company's record retention policies, and these Terms.

7.1.1.4 Requests for Additional Information

The Company may request additional information or supporting documentation from the Customer where reasonably necessary to:

(a) verify the Customer's identity;

(b) comply with legal or regulatory obligations;

(c) administer the Customer Account;

(d) investigate unusual or suspicious activity;

(e) protect the security of the Services; or

(f) satisfy any other reasonable operational or compliance requirement.

The Customer shall provide the requested information within the timeframe reasonably specified by the Company.

Section 7.2: Document Management and Verification

7.2.1 Submission of Supporting Documentation

The Customer shall provide such documents, records, declarations, certifications, and other supporting information as the Company reasonably considers necessary for the establishment, verification, administration, or continued operation of the Customer Account.

All documents submitted to the Company shall be complete, accurate, authentic, current, and, where applicable, legally valid.

7.2.1.1 Identity Verification Documents

The Company may require the Customer to provide documentation reasonably necessary to verify the Customer's identity.

Such documentation may include government-issued identification documents, photographs, biometric verification, or other identification information reasonably required by the Company to comply with applicable legal, regulatory, security, or operational requirements.

The Company may determine the format, quality, and verification standards applicable to such documentation.

7.2.1.2 Supporting Documentation

The Company may require additional supporting documentation relating to the Customer's residential address, legal status, source of funds, payment methods, corporate authority, tax residency, beneficial ownership, or any other information reasonably necessary for the administration of the Customer Account.

The Company may request additional documentation whenever reasonably necessary during the contractual relationship.

7.2.1.3 Ongoing Verification

Verification obligations shall not be limited to the account opening process.

The Company may conduct ongoing verification throughout the duration of the contractual relationship and may request updated documents or additional information whenever reasonably necessary to maintain accurate records, comply with applicable legal or regulatory obligations, protect the security of the Services, or manage operational risks.

7.2.1.4 Failure to Provide Requested Documentation

Where the Customer fails to provide requested documentation within the timeframe reasonably specified by the Company, the Company may, to the extent reasonably necessary:

(a) suspend or restrict access to the Customer Account;

(b) delay or refuse particular transactions;

(c) decline to provide certain Services;

(d) maintain the request in a pending status until the required documentation has been received; or

(e) take any other action permitted under these Terms or applicable law.

Any action taken under this Section shall be proportionate to the circumstances and shall not affect any mandatory rights available to the Customer under applicable law.

7.2.2 Review, Authenticity, and Acceptance of Documents

The Company may review, examine, verify, and assess all documents submitted by the Customer to determine whether they satisfy the Company's legal, regulatory, operational, security, and verification requirements.

The submission of documentation by the Customer shall not, by itself, constitute confirmation that such documentation has been accepted, verified, or determined to be satisfactory by the Company.

7.2.2.1 Review of Submitted Documents

The Company may review all documents submitted by the Customer for completeness, accuracy, authenticity, consistency, validity, and compliance with these Terms and applicable legal or regulatory requirements.

The Company may conduct such review using internal personnel, automated verification systems, or appropriately authorized third-party verification providers.

7.2.2.2 Authenticity of Documents

The Customer represents and warrants that every document submitted to the Company is genuine, complete, accurate, unaltered, and lawfully obtained.

The Customer shall not submit forged, falsified, manipulated, misleading, expired, or otherwise invalid documentation.

Where the Company reasonably suspects that documentation has been altered, falsified, or otherwise lacks authenticity, the Company may reject the documentation and take any action permitted under these Terms or applicable law.

7.2.2.3 Additional, Replacement, or Updated Documents

The Company may request replacement documents or additional supporting documentation where:

(a) previously submitted documentation has expired;

(b) documentation is incomplete, unclear, illegible, inconsistent, or damaged;

(c) updated information is required;

(d) additional verification becomes reasonably necessary; or

(e) legal, regulatory, operational, or security requirements so require.

The Customer shall provide the requested documentation within the timeframe reasonably specified by the Company.

7.2.2.4 Certified Copies and Translations

Where reasonably necessary, the Company may require documents to be submitted as certified copies or accompanied by certified translations prepared by a qualified translator or another person acceptable to the Company.

The Company may also require additional verification where documents originate from foreign jurisdictions or are prepared in a language not accepted by the Company.

7.2.2.5 Determination of Document Sufficiency

The Company shall determine whether submitted documentation satisfies its verification requirements.

Where documentation does not reasonably satisfy the Company's verification requirements, the Company may request additional documentation, decline to rely upon the submitted documentation, or take any other reasonable action consistent with these Terms and applicable law.

7.2.3 Retention, Return, and Disposal of Documents

The Company may retain, archive, store, reproduce, transfer, or securely dispose of documents and supporting information submitted by the Customer in accordance with these Terms, applicable law, regulatory requirements, the Company's record retention policies, and applicable data protection obligations.

This Section governs the Company's administration of Customer documentation following its submission and verification.

7.2.3.1 Retention of Documents

The Company may retain copies of documents submitted by the Customer for such period as the Company reasonably considers necessary to:

(a) administer the Customer Account;

(b) comply with applicable legal or regulatory obligations;

(c) satisfy record retention requirements;

(d) resolve disputes;

(e) support investigations or audits; or

(f) protect the Company's legitimate legal, operational, or commercial interests.

Retention periods may vary depending upon the nature of the documentation and the applicable legal or regulatory requirements.

7.2.3.2 Electronic Storage

The Customer acknowledges and agrees that documents submitted electronically may be stored in electronic form.

Electronic copies maintained by the Company may be used for operational administration, compliance, audit purposes, dispute resolution, and any other lawful purpose connected with the Services.

7.2.3.3 Return of Documents

Unless otherwise required by applicable law or expressly agreed in writing, the Company shall have no obligation to return documents submitted by the Customer.

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Where original documents are received by the Company, the manner of their return, if any, shall be determined in accordance with the Company's operational procedures and applicable legal requirements.

7.2.3.4 Secure Disposal

Where documentation is no longer required to be retained, the Company may securely destroy or otherwise dispose of such documentation in accordance with its record retention policies, applicable law, regulatory requirements, and applicable data protection obligations.

Nothing in this Section requires the Company to retain documentation beyond any period required under applicable law.

7.2.3.5 Evidential Value of Documentation

To the extent permitted by applicable law, electronic copies, scanned documents, certified reproductions, verification records, audit logs, and other records maintained by the Company relating to Customer documentation shall constitute prima facie evidence of the information contained therein unless the Customer establishes manifest error or provides clear evidence to the contrary.

Nothing in this Section prevents either Party from relying upon additional evidence where permitted by applicable law.

Section 7.3: Electronic Communications

7.3.1 General Electronic Communications

The Company may deliver notices, confirmations, disclosures, statements, reports, requests, updates, security notifications, contractual communications, and any other information relating to the Services through electronic means.

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Electronic communications shall have the same legal effect as communications delivered in paper form, to the extent permitted by applicable law.

7.3.1.1 Official Communication Channels

The Company may communicate with the Customer through one or more of the following official communication channels:

(a) the Customer Portal;

(b) the Trading Platform;

(c) the Customer's registered email address;

(d) SMS or other electronic messaging services, where applicable;

(e) notifications published through the Company's systems;

(f) the Official Website, where the communication is of general application; or

(g) any other communication channel designated by the Company from time to time.

The Company may determine which communication channel is appropriate for a particular communication.

7.3.1.2 Electronic Delivery

Communications transmitted through an official communication channel designated by the Company shall be deemed delivered when made available through that channel, subject to applicable law.

The Customer acknowledges that the Company is not responsible for delays resulting from failures of internet services, telecommunications providers, email

providers, or other third-party communication systems beyond the Company's reasonable control.

7.3.1.3 Customer Responsibility for Communications

The Customer shall regularly review the Customer Portal, Trading Platform, registered email address, and other applicable communication channels used in connection with the Customer Account.

The Customer remains responsible for reading communications delivered by the Company and for taking any action reasonably required in response to those communications.

Failure to review or respond to communications shall not invalidate their legal effect where they have been delivered in accordance with these Terms.

7.3.1.4 Communication Preferences

Where the Company permits Customers to select communication preferences, the Company shall use reasonable efforts to communicate in accordance with those preferences.

Nothing in this Section prevents the Company from using an alternative official communication channel where reasonably necessary for legal, regulatory, operational, or security purposes.

7.3.2 Delivery and Deemed Receipt

Communications transmitted by the Company through an official communication channel shall be delivered and deemed received in accordance with this Section, subject to any mandatory requirements of applicable law.

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This Section establishes when electronic communications become effective for the purposes of these Terms.

7.3.2.1 Time of Delivery

Unless otherwise required by applicable law, an electronic communication shall be deemed delivered when it is transmitted to, published through, or otherwise made available by the Company using an official communication channel designated under these Terms.

The method of delivery may vary depending upon the nature of the communication and the communication channel used.

7.3.2.2 Deemed Receipt

Subject to applicable law, the Customer shall be deemed to have received an electronic communication when it has been delivered in accordance with Section **7.3.2.1**, regardless of whether the Customer has actually accessed, opened, downloaded, or read the communication.

Nothing in this Section limits any mandatory legal requirements governing the effectiveness of particular notices.

7.3.2.3 Undelivered Communications

The Company shall not be responsible for the non-delivery or delayed receipt of communications resulting from:

(a) inaccurate or outdated contact information provided by the Customer;

(b) failures of internet service providers, telecommunications providers, email services, or other third-party communication systems;

(c) security filters, spam filters, or firewall restrictions;

(d) the Customer's failure to monitor designated communication channels; or

(e) any other circumstance beyond the Company's reasonable control.

Where the Company becomes aware that a communication could not reasonably be delivered, it may, but shall not be obliged to, use an alternative official communication channel where reasonably practicable.

7.3.2.4 Customer Contact Information

The Customer shall maintain accurate and current contact information throughout the contractual relationship.

Where the Customer changes an email address, telephone number, mailing address, or any other contact information relevant to the Customer Account, the Customer shall promptly notify the Company and provide any supporting information reasonably requested.

Until the Company's records have been updated, the Company may continue to rely upon the Customer's previously recorded contact information.

7.3.2.5 Legal Effect of Electronic Communications

Electronic communications delivered in accordance with these Terms shall satisfy any contractual requirement that information, notices, confirmations, disclosures, or other communications be provided in writing, to the extent permitted by applicable law.

The Customer agrees not to challenge the legal validity of an electronic communication solely because it was transmitted electronically rather than in paper form.

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Section 7.3: Electronic Communications

7.3.3 Customer Communication Responsibilities

The Customer shall ensure that the contact information provided to the Company remains accurate, complete, and current throughout the contractual relationship.

The Customer is responsible for regularly reviewing communications delivered through the Company's official communication channels and for responding to any request requiring action within the timeframe specified by the Company, where applicable.

The Company shall not be responsible for any consequence arising from the Customer's failure to maintain accurate contact information or to review communications properly delivered in accordance with these Terms.

7.3.4 Language of Communications

Unless otherwise agreed in writing, the Company may communicate with the Customer in the language selected during account registration or otherwise designated by the Company for the relevant Services.

Where the Company provides translations of communications or documents, such translations are provided for convenience only. In the event of any inconsistency or conflict between different language versions, the version designated by the Company as the governing version shall prevail, unless otherwise required by applicable law.

Section 7.4: Electronic Signatures and Electronic Consent

7.4.1 Electronic Signatures and Electronic Acceptance

The Customer agrees that the electronic acceptance of these Terms, the execution of agreements through electronic signatures, the use of click-wrap or similar acceptance mechanisms, and the continued use of the Services following the presentation of

contractual documents or notices shall, to the extent permitted by applicable law, constitute the Customer's valid and binding agreement to the relevant terms.

The Customer shall not dispute the validity or enforceability of an agreement solely because it was concluded or accepted electronically.

7.4.2 Electronic Consent

The Customer expressly consents to the Company's use of electronic communications, electronic records, electronic notices, electronic disclosures, and electronic document delivery in connection with the Customer Account and the Services.

Where applicable law requires the Customer's consent for a particular electronic communication or document, the Customer acknowledges that such consent may be provided electronically through the Company's designated procedures.

7.4.3 Legal Effect of Electronic Records

To the extent permitted by applicable law, electronic records, electronic signatures, electronic confirmations, audit logs, transaction records, and other electronic data maintained by the Company shall have the same legal validity and evidential effect as equivalent paper records.

Nothing in this Section limits any mandatory legal requirement concerning the execution, retention, or admissibility of electronic records.

PART VIII: ACCOUNT ACCESS, SECURITY, AND USER AUTHORITY

Section 8.1: Account Access and Security

8.1.1 Account Credentials and Authentication

The Customer is solely responsible for maintaining the confidentiality and security of all usernames, passwords, authentication credentials, security devices, verification codes, and any other access credentials associated with the Customer Account.

The Customer shall take reasonable measures to prevent unauthorized access to the Customer Account and shall not disclose access credentials to any unauthorized person.

The Company may implement authentication procedures, including multi-factor authentication or other security measures, as it reasonably considers necessary to protect the Customer Account and the Services.

8.1.2 Unauthorized Access

The Customer shall notify the Company without undue delay upon becoming aware of any actual or suspected unauthorized access, compromise of access credentials, security breach, or unauthorized activity affecting the Customer Account.

Until such notification is received, the Customer remains responsible for activities conducted through the Customer Account using valid authentication credentials, except where applicable law provides otherwise or where the unauthorized activity results from the Company's gross negligence or willful misconduct.

8.1.3 Security Measures

The Company may suspend, restrict, or require additional authentication before permitting access to the Customer Account where it reasonably considers such action necessary to:

- protect the security of the Customer Account;
- prevent unauthorized access or fraud;
- comply with applicable legal or regulatory obligations; or

- safeguard the integrity of the Services.

Where reasonably practicable, the Company may notify the Customer of any material security measure affecting account access.

Section 8.2: Authorized Use of the Customer Account

8.2.1 Authorized Use

Unless expressly authorized by the Company or otherwise permitted under these Terms, the Customer Account shall be used solely by the registered Customer.

The Customer shall not permit any unauthorized person to access or operate the Customer Account or use the Services on the Customer's behalf.

Where the Customer is a legal entity, the Company may rely upon the authority of any individual identified as an authorized representative until the Company receives written notice of any change together with any supporting documentation reasonably required.

8.2.2 Reliance on Instructions

The Company may rely upon any instruction, request, transaction, communication, or other action submitted through the Customer Account or using the applicable authentication procedures, unless the Company has actual knowledge that such instruction is unauthorized.

The Company shall not be responsible for acting upon instructions that reasonably appear to have been submitted by an authorized person using valid authentication credentials.

8.2.3 Changes to Authorized Persons

The Customer shall promptly notify the Company of any change affecting the authority of a person authorized to act on behalf of the Customer.

Until the Company has received and processed such notification together with any required supporting documentation, the Company may continue to rely upon the authority previously recorded in its systems.

PART IX: DEFAULT EVENTS, SUSPENSION, AND TERMINATION

Section 9.1: Events of Default

9.1.1 Events Constituting Default

Without limiting any other provision of these Terms, an Event of Default may include:

- a material breach of these Terms;
- the provision of false, misleading, or fraudulent information or documentation;
- failure to satisfy verification or compliance requirements within a reasonable period;
- unauthorized or unlawful use of the Customer Account or the Services;
- fraudulent activity, financial crime, market abuse, or other prohibited conduct;
- repeated failure to satisfy financial obligations owed to the Company;
- insolvency, bankruptcy, liquidation, or similar proceedings affecting the Customer, where relevant; or
- any circumstance that reasonably exposes the Company to significant legal, regulatory, operational, financial, or reputational risk.

The Company shall determine whether an Event of Default exists based upon the circumstances of the particular case.

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9.1.2 Notice of Default

Where reasonably practicable, the Company may notify the Customer that an Event of Default has occurred and may specify any corrective action required before further measures are taken.

Nothing in this Section obliges the Company to provide prior notice where immediate action is reasonably necessary for security, legal, regulatory, fraud prevention, or operational reasons.

9.1.3 Company Rights Following Default

Following an Event of Default, the Company may exercise any rights available under these Terms or applicable law, including restricting the Customer Account, suspending particular Services, refusing transactions, requiring additional verification, or commencing termination procedures where appropriate.

The exercise of one right shall not prevent the Company from exercising any other right or remedy available under these Terms or applicable law.

Section 9.2: Suspension and Restriction of Services

9.2.1 Grounds for Suspension or Restriction

The Company may suspend or restrict all or part of the Services where it reasonably determines that:

- an Event of Default has occurred;
- additional verification or compliance procedures are required;

- unauthorized access, fraud, financial crime, or other prohibited activity is suspected;
- the security or integrity of the Customer Account or the Trading Platform may be compromised;
- continued access could expose the Company or the Customer to material legal, regulatory, operational, or financial risk; or
- suspension is otherwise required by applicable law or a competent authority.

Where reasonably practicable, the Company may notify the Customer of the suspension or restriction.

9.2.2 Effect of Suspension

During a period of suspension or restriction, the Company may limit or temporarily prevent the Customer from accessing the Customer Account, placing new orders, executing transactions, funding the Customer Account, withdrawing funds, or using particular Services, to the extent reasonably necessary to address the relevant circumstances.

Unless expressly stated otherwise, a suspension shall not terminate these Terms or release either Party from obligations that remain applicable during the period of suspension.

9.2.3 Restoration of Services

The Company shall use commercially reasonable efforts to restore access to the affected Services once the circumstances giving rise to the suspension or restriction have been satisfactorily resolved.

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Where additional verification, remedial action, or compliance measures are required before access can be restored, the Customer shall cooperate with the Company's reasonable requests.

The restoration of Services shall not prevent the Company from taking further action under these Terms where new or continuing circumstances justify such action.

Section 9.3: Termination of the Customer Relationship

9.3.1 Termination by the Company

The Company may terminate the Customer relationship, close the Customer Account, or discontinue the provision of all or part of the Services where:

- an Event of Default remains unresolved or is of a sufficiently serious nature;
- termination is required to comply with applicable law, regulatory requirements, sanctions, or the lawful instruction of a competent authority;
- the Customer has engaged in fraudulent, unlawful, abusive, or prohibited conduct;
- the Customer fails to satisfy the Company's verification or compliance requirements within a reasonable period; or
- the Company otherwise reasonably determines that continuation of the relationship would expose it to unacceptable legal, regulatory, financial, operational, or reputational risk.

Where reasonably practicable, the Company may provide notice of termination unless immediate termination is reasonably necessary.

9.3.2 Termination by the Customer

The Customer may terminate the contractual relationship at any time by providing notice to the Company in accordance with the Company's applicable procedures.

Before termination becomes effective, the Customer shall satisfy any outstanding obligations under these Terms, including the closure of open positions where applicable, payment of any outstanding fees or liabilities, completion of pending verification requirements where legally necessary, and compliance with any reasonable account closure procedures established by the Company.

9.3.3 Effective Date of Termination

Termination shall become effective on the date specified in the Company's notice, the Customer's notice, or such other date as may be agreed by the Parties or required by applicable law.

Following the effective date of termination, the Company may close the Customer Account, discontinue access to the Services, and take such administrative actions as are reasonably necessary to conclude the contractual relationship in accordance with these Terms.

Section 9.4: Consequences of Suspension and Termination

9.4.1 Outstanding Rights and Obligations

Following the suspension or termination of the Customer relationship:

- all outstanding financial obligations, fees, charges, liabilities, and other amounts lawfully due shall remain payable;
- any ongoing investigation, regulatory inquiry, dispute, or legal proceeding may continue notwithstanding the suspension or termination;
- the Company may complete or administer any pending transaction or operational process where reasonably necessary; and

- each Party shall continue to comply with any obligation that, by its nature or express wording, is intended to survive suspension or termination.

9.4.2 Closure of the Customer Account

Following termination, the Company may close the Customer Account, discontinue access to the Services, remove access credentials, archive account records, and take any other reasonable administrative action necessary to conclude the contractual relationship.

Any remaining Customer funds shall be administered in accordance with these Terms, applicable law, and the Company's operational procedures.

9.4.3 Survival of Provisions

Any provision of these Terms which, by its nature or express wording, is intended to survive suspension or termination shall remain in full force and effect notwithstanding the suspension or termination of the Customer relationship.

Such provisions may include, without limitation, those relating to outstanding payment obligations, confidentiality, intellectual property, limitation of liability, indemnification, dispute resolution, governing law, record retention, regulatory compliance, and any other provision intended to continue after termination.

PART X: GENERAL LEGAL PROVISIONS

Section 10.1: Amendments to the Terms

10.1.1 Right to Amend

The Company reserves the right to modify, update, replace, or supplement these Terms from time to time.

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Where required by applicable law or where reasonably practicable, the Company shall notify the Customer of any material amendment through the Official Website, Customer Portal, Trading Platform, registered email address, or another official communication channel.

10.1.2 Effective Date of Amendments

Unless a different effective date is specified or required by applicable law, amendments shall become effective on the date communicated by the Company.

Where applicable law grants the Customer the right to reject or terminate the contractual relationship following a material amendment, the Customer may exercise such right in accordance with these Terms and applicable law.

10.1.3 Continued Use of the Services

Where permitted by applicable law, the Customer's continued access to or use of the Services after an amendment becomes effective shall constitute acceptance of the amended Terms.

Nothing in this Section limits any mandatory legal rights available to the Customer under applicable law.

Section 10.2: Intellectual Property

10.2.1 Ownership of Intellectual Property

The Company and its licensors retain all rights, title, and interest in and to the Services, the Trading Platform, software, source code, object code, algorithms, databases, interfaces, trademarks, trade names, logos, domain names, designs, content, documentation, reports, graphics, and all other intellectual property made available in connection with the Services.

The Customer acquires no ownership or proprietary interest in any intellectual property by accessing or using the Services.

10.2.2 Limited Licence

Subject to these Terms, the Company grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable, and revocable licence to access and use the Services solely for the Customer's personal or internal business purposes, as applicable.

The license granted under this Section automatically terminates upon the suspension or termination of the Customer relationship unless otherwise agreed in writing.

10.2.3 Restrictions on Use

Except to the extent expressly permitted by applicable law or with the Company's prior written consent, the Customer shall not:

- copy, reproduce, modify, adapt, distribute, publish, sell, license, or commercially exploit any part of the Services or the Company's intellectual property;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any software or technology used in connection with the Services;
- remove, alter, or obscure any copyright, trademark, proprietary notice, or other intellectual property notice; or
- use the Company's intellectual property in any manner that infringes the rights of the Company or any third party.

Section 10.3: Confidentiality

10.3.1 Confidential Information

For the purposes of these Terms, **Confidential Information** includes any non-public information relating to the Company, the Customer, the Services, the Trading Platform, business operations, technology, pricing, commercial arrangements, security

procedures, account information, or any other information that would reasonably be understood to be confidential by its nature or the circumstances in which it is disclosed.

Confidential Information does not include information that:

- is or becomes publicly available through no breach of these Terms;
- was lawfully known by the receiving Party before its disclosure;
- is lawfully obtained from an independent third party without confidentiality obligations; or
- is independently developed without reference to the Confidential Information.

10.3.2 Use and Disclosure of Confidential Information

Each Party shall use Confidential Information solely for purposes relating to the performance of these Terms and shall not disclose such information except:

- with the prior consent of the disclosing Party;
- where disclosure is required by applicable law, regulation, court order, or a competent authority;
- to the Party's professional advisers, auditors, service providers, or affiliated entities where such disclosure is reasonably necessary and subject to appropriate confidentiality obligations; or
- where otherwise permitted under these Terms or the Company's Data Privacy And Personal Information Management Agreement.

10.3.3 Continuing Confidentiality

The confidentiality obligations contained in this Section shall continue during the contractual relationship and after its suspension or termination for so long as the relevant information remains confidential or until disclosure is otherwise permitted or required by applicable law.

Nothing in this Section prevents either Party from complying with any mandatory legal or regulatory disclosure obligation.

Section 10.4: Limitation of Liability

10.4.1 Scope of Liability

To the fullest extent permitted by applicable law, the Company shall be liable only for losses directly resulting from its own gross negligence, willful misconduct, or any other liability that cannot lawfully be excluded or limited.

The Company shall not be liable for losses arising from the Customer's own acts or omissions, market movements, third-party actions, failures of external systems, force majeure events, or any circumstance beyond the Company's reasonable control.

10.4.2 Exclusions and Limitations

To the fullest extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including loss of profits, loss of business opportunities, loss of anticipated revenue, loss of goodwill, loss of data, or any similar economic loss arising from or in connection with the Services or these Terms.

Nothing in this Section shall be interpreted as excluding liability where such exclusion is prohibited by applicable law.

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10.4.3 Customer Acknowledgement

The Customer acknowledges that trading in financial markets involves inherent risks and that the Company cannot guarantee uninterrupted access to the Services, the availability of particular financial instruments, the profitability of transactions, or protection against market losses.

The Customer accepts responsibility for trading decisions made through the Customer Account and acknowledges that the allocation of risk under this Section forms an essential basis upon which the Company provides the Services.

Section 10.5: Indemnification

10.5.1 Customer Indemnity

To the fullest extent permitted by applicable law, the Customer shall indemnify and hold harmless the Company, its affiliates, directors, officers, employees, agents, licensors, and service providers from and against any losses, liabilities, damages, costs, expenses, claims, actions, penalties, or reasonable legal fees arising directly from:

- the Customer's breach of these Terms;
- the Customer's unlawful, fraudulent, or negligent conduct;
- the Customer's misuse of the Services or the Trading Platform;
- inaccurate, false, or misleading information or documentation provided by the Customer; or
- the Customer's violation of any applicable law or the rights of any third party.

10.5.2 Scope of Indemnification

The indemnity provided under this Section shall apply only to the extent that the relevant loss or liability is attributable to the Customer's conduct and shall not apply where the loss results solely from the Company's gross negligence, willful misconduct, or any other circumstance for which liability cannot lawfully be excluded.

The Company shall take reasonable steps to mitigate recoverable losses where required by applicable law.

10.5.3 Continuing Effect

The indemnification obligations contained in this Section shall survive the suspension or termination of the Customer relationship to the extent necessary to give effect to rights or liabilities arising before or in connection with such suspension or termination.

Section 10.7: General Contractual Provisions

10.7.1 Entire Agreement

These Terms, together with any policies, disclosures, notices, schedules, and other documents expressly incorporated by reference, constitute the entire agreement between the Company and the Customer concerning the Services and supersede all prior discussions, representations, understandings, and agreements relating to the same subject matter.

10.7.2 Severability

If any provision of these Terms is determined by a court or other competent authority to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by applicable law.

Where reasonably possible, any invalid or unenforceable provision shall be interpreted or modified to achieve its intended commercial purpose while remaining legally enforceable.

10.7.3 No Waiver

A failure or delay by either Party in exercising any right or remedy under these Terms shall not constitute a waiver of that right or remedy.

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Any waiver shall be effective only if made expressly in writing and shall apply only to the specific matter for which it is given.

10.7.4 Assignment

The Customer shall not assign, transfer, delegate, or otherwise dispose of any rights or obligations under these Terms without the Company's prior written consent.

The Company may assign or transfer its rights or obligations under these Terms in connection with a corporate restructuring, merger, acquisition, sale of business, or other legitimate commercial transaction, provided that such assignment does not materially reduce the Customer's contractual rights.

Section 10.8: Final Provisions

10.8.1 Force Majeure

The Company shall not be liable for any delay, interruption, failure to perform, or inability to provide the Services to the extent resulting from events beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, labour disputes, governmental actions, failures of communication networks, cyber incidents, widespread technological failures, or other events constituting force majeure under applicable law.

The Company shall use commercially reasonable efforts to resume the affected Services once the relevant circumstances have been resolved.

10.8.2 Interpretation

Headings are included for convenience only and shall not affect the interpretation of these Terms.

Unless the context otherwise requires, references to the singular include the plural and vice versa, references to one gender include all genders, and references to a person

include any natural person or legal entity capable of entering into a contractual relationship.

10.8.3 Effective Date

These Terms shall become effective on the date specified by the Company and shall remain in effect until amended, replaced, or terminated in accordance with their provisions.