

TERMS & CONDITIONS

 POLICY



TRADERS
HOME

TradersHome Ltd. (hereinafter, the “Company”) is an investment company that provides derivative instruments and financial services, located at **Suite 305, 5 Richmond Hill Road, Beachmont, Kingstown, Saint Vincent and the Grenadines** and with registration number **25183IBC2018**.

The Terms and Conditions (hereinafter the “Agreement”) herewith shall bind the user (hereinafter the “Client”) and the Company. The Client acknowledges and agrees that he/she complies with the Agreement at all times throughout the course of his/her usage of the Company’s services.

This Agreement will include guidelines that the Client and the Company shall refer to if misunderstandings, misinterpretations, or disputes take place between the two parties.

Please note that by trading with TradersHome, you agree that it is under your full responsibility to check whether the services comply with the regulations in your respected jurisdiction.

Definitions

The terms and definitions hereafter will be used by the Client as references in his/her trading, wherein the Client affirms that he/she understands the following terminologies herein.

The term **Account** may refer to:

Client-Area Account that the Client can access to view his/her current balance, transaction history, open positions and orders in the Company’s Online Trading System. The Client can also do his/her transaction of deposits and withdrawals in the Client Area; and

Trading Account which is the MetaTrader 5 platform used by the Client to view the information regarding the underlying markets. This Account can be used to accomplish technical analyses and place, delete, or modify his/her orders.

An **Affiliate** is the company or person directly and/or indirectly influencing (or being influenced by) the Company

In this document, the term **Agreement** may refer to this contract and/or any other contracts that bind the Client and the Company

Ask is the higher price in a Quote that the Client has to pay in order to buy an asset

The Client can view the total amount of his/her deposits and profits obtained from trading by checking his/her **Balance**

The first currency in a currency pair is called the **Base Currency** which the Client can use to buy or sell the quote currency while **Bid** is the lower price in a quote that the Client can sell

Business Day is any day from Monday to Friday, wherein international and local holidays are not categorized as business days

The **Client** is anyone who uses, avails, requests, or registers for the Company’s services, and he/she must have an activated Account before being considered a legitimate client of the Company

Closed Position is a finished asset traded in the Client's platform, while **Open Position** refers to any ongoing or pending trades

Contract Specifications are the principal terms imposed on every kind of derivatives

Credentials are the username and password given to the Client to use in accessing his/her account, provided by the Company upon successful registration

The Client's chosen currency will be the default **Currency of Trading Account** which will be used in all of his/her trading activities and transactions

Derivative, a financial tool derived from the opening and closing prices of a specified financial instrument including shares and commodities

The Client will be classified as an **Eligible Counterparty** if he/she represents any entity that is involved in the financial market.

In order for the Client to calculate his/her **Equity**, he/she must add his/her overall Balance to the difference of the Floating Profit and the Floating Loss (Equity = Balance + (Floating Profit - Floating Loss)).

Quote will be considered an **Error Quote** if:

- There is a significant price gap;
- The price rebounds (that have a price gap) occur in a considerably short time;
- It appears before non-rapid price movements; and
- It appears before and after a period where no significant macroeconomic reports are released.

The **Event of Default** will be elaborated in clause 14

The Company strictly forbids the use of **Expert Advisor**, a trading system that automates the Client's trading activities including sending orders to the Company's online trading system, adjusting stop-loss and trading stops, and taking profit levels

The current profits or losses in the Client's open positions are called the **Floating Profits** or **Floating Losses**

A **Force Majeure Event** is any unforeseeable event that prevents the Company and the Client from fulfilling their obligation under this Agreement and further articulated in clause 15

The funds available for trading are based on the Client's **Free Margin**, used to open a position or maintain an open position (subtract the Margin from the Equity (Free Margin = Equity - Margin))

Hedging is any ongoing trade of two assets with different positions (sell and buy) and with the same transaction size

Any illegal unlawful, fraudulent or criminal actions will be referred to as **Illegal Operations**, including but not limited to money laundering schemes and terrorist financing, while **Prohibited Activities** will refer to illegal trading actions including scalping and use of expert advisor and the use of the site (and information found on the site) for purposes other than what the Company allows

Indicative Quote is the declined instruction or rejected order of the Company

The Company performs identity verification methods under the **Know Your Customer Policy** (KYC Policy), implemented to guarantee that the Client is not involved in any illegal operation as well as to assure that he/she is not a politically exposed individual and is not related to a politically exposed person in any way

Leverage is the ratio of the transaction size and initial margin

Position can be classified into two positions:

Long Position where the Client holds an asset without the intention to sell in the near future while expecting the underlying asset to rise in value

Short Position where the Client sells an asset while waiting for the underlying market's price to decline and when the prices fall, the Client may buy the asset back for a lower price

Lot is the unit of measure for the transaction amount in each derivative underlying asset, while the number of underlying assets in one lot is called **Lot Size**

Margin is the amount of funds that the Client uses to open or maintain trades, while a **Margin Call** is a situation when the account's margin drops below safe levels

Margin Level is the percentage of the equity over the necessary margin, calculated as $\text{Margin Level} = (\text{Equity}/\text{Margin}) \times 100\%$

Online Trading Platform is a system used to obtain quotes and information, also where the Client can place orders, see charts and graphs, and accomplishes technical analyses

Order is an instruction by the Client to buy or sell an asset at its current market price, while **Limit Order** is an instruction to buy or sell an asset with a specified maximum or minimum price

The Company and the Client shall be referred to as the "**Parties**" and individually refer to as the "**Party**"

Position refers to the trades in the trading account, whether closed, ongoing, or pending, executed in the Company's official trading platform

Price Gap is the difference between the bid and ask price

Quote is the underlying asset's price information which is conveyed in the form of bid ask prices, while **Quote Flow** is the string of quotes in the Company's trading system for every asset

Scalping is a strictly prohibited activity where the Client places several trades and then closes them in a short period of time

The **Company's Services** are any kind of services that the Client avails or uses

All domains and/or mobile website operated, owned, or hosted by the Company will be referred to as **Site** or **Official Site**

Slippage is the difference between the anticipated transaction price and the actual transaction price that occurs during periods of high volatility

Spread is the underlying asset in an asset

Trailing Stop is a type of stop-loss order that is a percentage set below the market price for a long position while its price adjusts as prices fluctuate

Transaction can be referred to any deposit or withdrawal

Underlying Assets are the derivatives and other assets (currency pairs, indices, metals, commodities) available to be traded

Terms or phrases that have not yet been defined in this chapter will be further expounded hereinafter.

1. Subordination and Binding Effect

The Client is automatically subordinated and bound to this Agreement upon his/her registration. The Client understands and agrees with the following terms, conditions, and regulations indicated herein.

This Agreement serves as the intermediary between the Client and the Company if any dispute occurs. The Company reserves all rights to amend this Agreement should it deem necessary, with or without prior notice.

2. The Client

For the Client to avail the services of the Company, he/she must comply with the following:

- 2.1.** The Client must be of legal age as determined by the laws and jurisdictions of his/her current location;
- 2.2.** The Client uses a valid payment method and he/she is authorized to use such methods in availing the Company's Services; and
- 2.3.** The Client ensures that he/she will use the Company's services without violating any law or regulation in his/her current residence.

The Client acknowledges and agrees that with his/her continuous use of the Company's services, he/she follows all the applicable laws and regulations of his/her residence, and that the Company will not be held liable for any illegalities that the Client may commit. Should the Client violate any term, condition, law or regulation, the Company has the right to prohibit and restrict the Client from using any service.

3. Account Creation

After the Client completes the registration form, the Company will conduct identity verification measures and other appropriate checking procedures. The Company will then decide whether the Client is eligible to avail the Company's services or not. The Company has the right to reject the Client's registration if he/she fails to comply with the necessary measures.

The Agreement will automatically bind both parties upon confirmed registration of Client. The Company will send the confirmation of the Client's registration status via email wherein he/she will also be given credentials for an account to be funded with the minimum initial deposit.

The Company also offers Islamic accounts to Clients whose religious belief cannot receive or pay interests. If the Client intends to convert his/her trading account to an Islamic account, the Client must send a request in writing and he/she must submit and complete all the required documents for the verification and conversion procedure. The Company shall evaluate the request if the Client is eligible for the conversion of the account. The Company reserves the right to decline or reject such request if the Client does not comply accordingly with the necessary requirements.

The Client ensures that his/her Islamic account conversion request is out of its sole purpose of observing religious beliefs. If the Client avails or uses the Islamic account with intentions other than its sole purpose, such misuse can lead to legal actions, or restriction and/or termination of access or service. If the Client misuses the Islamic account in any way, the Company reserves the right to increase the fees and charges until it corresponds the executed trades in the Client's trading account, and he/she shall settle all dues as a result of the misuse.

The Client understands and agrees that if he/she has an Islamic account, he/she may not be able to hold particular trades for more than five (5) business days, which can be an indication of abuse of such benefit. The Company may, but is not obligated to, reimburse the non-accumulated rollover fees from executed trades before the conversion. The Client acknowledges that profiting from the rollover fees is not allowed, wherein if he/she incurs any loss or damage in the Islamic account, acquiring such rollover fees from the executed trades is strictly prohibited and may result in restriction of access and/or service.

4. Suitability of Services

The Company is not obliged to assess or determine the suitability of the Client's financial instruments for him/her wherein the Client is responsible for his/her personal familiarity with the opted instrument. The Client is required to provide information regarding his/her experience and knowledge of the financial instrument he/she requests to trade. The Client must ensure that the information accurately reflects his/her trading abilities and that the information submitted is true and complete.

As soon as the Client complies the foregoing procedures, the Company will offer services accordingly. The Client agrees and understands that the Company reserves the right to temporarily or permanently cancel some or all of its services without prior notice.

5. Investment Advice

The Company may provide news, recommendations, updates, market signals, or other similar information from analyses it considers reliable. However, the accuracy, correctness or completeness is not guaranteed, as well as the legal implications of any news, updates, or market signals, wherein all information provided by the Company is solely for his/her own reference. News, updates, or market signals are subject to change and may change from time to time without prior notice.

Corresponding to investment advices and recommendations, the Client understands and agrees with the following:

- 5.1. The Company is not obliged to provide the Client investment advice in any form including the merits of a particular trade or risk thereof
- 5.2. The Client's decisions regarding his/her trades and orders are on his/her own judgment and is solely responsible for personal appraisal and assessment of the merits and risks of any trade, order, or financial instrument
- 5.3. The Company is not obliged to provide the Client any legal or tax advice in connection to his/her trades and orders where he/she can seek independent advice

6. Conversion of Currencies

The Company may conduct currency conversion from time to time should it deem necessary without prior notice. Conversions are conducted when the Client deposits to his/her account or when completing any specific transaction or order. The Client acknowledges that the Company conducts conversion using the current exchange rates which may be extremely volatile.

7. Commissions, Fees, and other Expenses

The Client acknowledges that he/she is responsible for shouldering the costs and charges provided in the Company's service fees including agreed commissions, wherein all costs and charges will be deducted from the Client's balance. Due to the volatile nature of the market, the Company has the right to alter spreads of any trading instrument. Fees include, but are not limited to, revenue share, commissions, rebates and spreads for third parties that coordinated the professional relationship of the Company and the Client. Furthermore, the Client agrees that he/she is solely responsible for any tax he/she may incur. The Company is not obliged to provide the Client any advice about tax liabilities, reports and filings.

If the Client fails to settle fees in due time, he/she will be subject to pay the interest rate per year with daily interest which will be calculated by the Company, wherein fees will accumulate until settled. If in any case that shares reservation and other liquidity assets were made and the order was not executed, the amount will be subtracted from the Client's trading account. Pending trades on the transit account may be closed in split lots to compensate the negative profit from the total profit.

The Company's services are subject to various fees and expenses including daily funding for derivatives and costs laid out in contract specifications while other charges may be incurred due to third-party processors.

The Client understands and agrees that:

- 7.1. Various costs are presented in percentage values wherein the Client ensures that he/she understands the calculation of such costs;
- 7.2. The Company may receive fees, commissions, or other benefits from third parties (as permitted under applicable terms and conditions);
- 7.3. The Company is not obliged to provide the details of such benefits to the Client;
- 7.4. The Client can request to see the respective benefits via email;
- 7.5. The Company may pay the Client's incurred taxes on his/her behalf while the details of such taxes will be issued to the Client upon request;
- 7.6. The Client is held liable for any uncollected taxes;
- 7.7. Taxation laws are subject to change from time to time;
- 7.8. The Client is responsible for filing tax returns and tax reports in connection with any transaction;
- 7.9. The Client is also responsible for the payment of taxes that may arise from any trade or transaction and for all stamp fees in relation with this Agreement and other documents;
- 7.10. Charges may change from time to time with immediate effect without prior notice
- 7.11. Derivatives require funding on a daily basis and the Client should bear such funding; and
- 7.12. The volatile and unpredictable nature of trading and market prices are inevitable, wherein demand for chargeback of the fees, costs, and other expenses incurred is prohibited.
- 7.13. Due to the volatility of the market, the Client further acknowledges and agrees that he/she is not allowed to dispute funds transfer transaction due to service reasons.

8. Confirmation and Statements

Some business transactions, including confirmation of contracts and agreements, can be sent as electronic documents which will require electronic signatures. Electronic signatures equate to handwritten signatures and indicate a binding affirmation of the Client with any respective documentation he/she signs. Electronic documents can be sent through email, wherein the Client must assure that his/her registered email with the Company is active and valid.

Electronic signatures can be used to any legal document between the Client and the Company, wherein documents that are electronically signed will be equivalent to and will be considered as manually signed documents. In some cases, the Company has the right to request and accept documents signed exclusively by hand.

Information of the orders and trades will be sent to the Client's registered email address wherein the records of emails, confirmation of statuses and other statements will be stored by the Company.

In any case that the Client needs to update any registered detail including his/her email address, he/she must immediately notify the Company of such change. Any inaccurate confirmation message that the Client receives must be reported as soon as possible.

9. Language and Translations

All documents, contents, and other information are written in English which is the Company's official language, wherein other similar documents can be translated to other languages if it deems necessary. However, the Client acknowledges that translations are made for reference or promotional purposes only and will not have any legal effect to the content and information.

Should any discrepancy arise, the Client understands that the English version of any content will prevail at all times.

10. The Site and the Platform

The Client understands and agrees that he/she is solely responsible for any act or omission that harms or could potentially harm the Company's properties and its integrities, including the site and the platform. Any suspicious activity or improper use of the Company's site and platform is subject to limitation or termination of access without prior notice.

Credentials will be provided to the Client which he/she will use to access the Client's account and platform. The Client agrees that these credentials shall be confidential for security purposes and that the Client does not have any right to distribute, reproduce, alter, and/or sell the Company's properties including, but not limited to, the website, platform, copyrights, trademarks and database.

Using or accessing the site or the platform on behalf of another person or entity is strictly prohibited, including any software, program, or application. The Client acknowledges that he/she is solely responsible for keeping the credentials confidential and is responsible for the damage and/or loss that may arise.

If the Client suspects that his/her account is being used by an unauthorized person, he/she must immediately notify the Company. If the circumstance calls for it, the Company reserves the rights to block further use of the compromised credentials or access data and will investigate the Client's information, recorded data, website and platform account.

11. Confidentiality of Personal Data and Other Records

The Client acknowledges that he/she required to provide true, correct and accurate information which the Company may obtain through different methods or entities including credit reference agencies, fraud prevention agencies, and providers of public records. Personal information will be used, processed and stored to the extent permitted by the applicable laws and in compliance with this Agreement.

All information regarding the Client will remain confidential and will be used for business purposes only, excluding other information that are already in public domain.

On the other hand, the Company may be required to disclose personal data and records if:

Required by applicable law or court;

Requested by regulatory authorities with jurisdiction over the Company and/or the Client;

The execution of trades or orders requires such disclosure; and if

Demanded by any credit agency, financial institution, or fraud prevention authority for anti-money laundering and similar purposes.

The Client may request for the copy of the information that the Company holds in connection with the corresponding information.

All information regarding the Client will remain confidential and will be used for business purposes only, excluding other information that are already in public domain. Furthermore, the Client understands that the Company is not obliged to provide the Client any information, data or record for security purposes.

12. Amendment of the Agreement

The Company reserves the right to amend this Agreement from time to time with or without prior notice. If any amendment is required by the law or regulation applicable to the Client or the Company.

Any amendment required by the law or regulation applicable to the Client or the Company will be implemented immediately. With the continuous of the Company's services, the Client acknowledges and accepts any amendment applied to the Agreement.

13. Termination of the Agreement

Both parties can terminate the Agreement provided that the concerned party notifies the other party fourteen (14) days prior effective date. Any obligation that has already been incurred by either party will not be affected by the termination of this Agreement, wherein the termination will also not affect any executed order and/or completed transaction.

13.1. The Client agrees to settle the following (without limitations) upon the termination of the Agreement:

- 13.1.1.** All outstanding costs
- 13.1.2.** Required funds to close position/s
- 13.1.3.** All necessary funds to close existing trading volumes
- 13.1.4.** Charges incurred due to the termination of the Agreement and for the transferring of the Client's funds to another investment firm
- 13.1.5.** Any damage or expense in settling pending obligations

13.2. Once the Agreement has been terminated, the Company reserves the right to impose the following without prior notice:

- 13.2.1.** Use the Client's funds to pay all dues
- 13.2.2.** Consolidate and setoff balances
- 13.2.3.** Close the Client's account/s
- 13.2.4.** Convert the currencies in the Client's account
- 13.2.5.** Block and/or remove all the Client's access from the Company's website and/or platform
- 13.2.6.** Restrict the Client from using the Company's services
- 13.2.7.** Suspend, freeze, and/or close all positions and/or reject orders

14. Default

14.1. The Client accepts that the event of default will be declared if any of the following situations (without limitations) occurs:

- 14.1.1.** If the Client is involved in prohibited activities herein;
- 14.1.2.** If the Client fails to settle his/her debts and other dues including the initial margin;

- 14.1.3. If the Client's warranty or guarantee is inaccurate and/or untrue;
- 14.1.4. If the Client is incapacitated, deemed absent or if his/her whereabouts are unknown;
- 14.1.5. If the Company and any of its properties is involved in illegal activities or crime including money laundering and terrorist financing;

14.2. The Client also accepts and understands that in the event of default, the Company may implement and/or apply the following actions at its sole discretion:

- 14.2.1. Terminate this Agreement without notice pursuant to clause 15 herein
- 14.2.2. Close the Client's account/s
- 14.2.3. Refuse to open new account/s for the Client
- 14.2.4. Block and/or remove the Client's access to the Company's website and/or trading platform
- 14.2.5. Restrict or limit the Client from using the Company's services
- 14.2.6. Suspend, freeze and/or close the open positions in the Client's trading account
- 14.2.7. Reject the Client's pending orders

15. Force Majeure Event

15.1. Force majeure event is an unexpected circumstance that prevents either party from fulfilling the Agreement including the following, but not limited to:

- 15.1.1. Outbreaks of war, widespread hostilities, acts of terrorism, national emergencies, civil unrest, and other international crises;
- 15.1.2. Earthquake, tsunami, typhoon, fire, epidemic, and other natural disasters;
- 15.1.3. Labor disputes and lock-outs;
- 15.1.4. Market suspensions and regulatory bans;
- 15.1.5. Electronic malfunction or failure that is not willfully caused by the Company; and
- 15.1.6. Any event that occurs that may be beyond the Company's control

15.2. During a force majeure event, the Company reserves the right to implement and/or apply respective actions if deemed necessary. The Client understand and agrees that the Company is not obliged to notify the Client regarding the measures should any force majeure event arises.

15.3. The Company may consider increasing the margin requirement of the Client without prior notice, as well as consider increasing spreads and decreasing leverage during a force majeure event. The Company reserves the right, in its sole discretion, to close any or all of the Client's open positions in his/her trading account, wherein the Company may also suspend and/or modify the Agreement and its provisions. The Client acknowledges that any damage, loss, failure, interruption or delay caused by a force majeure event will not be held against the Company.

16. Limitations of Liability and Indemnity

The Company is not liable for any damage and/or loss that the Client may encounter through his/her use of the Company's information, recommendations, news or market commentaries. The Client acknowledges that he/she is solely responsible for any unforeseen error or failure in his/her trading platform. The Client also acknowledges that he/she is responsible for any act of negligence or omission, including damages caused by misused access of data or any confidential information.

The Client further agrees that he/she is solely liable for all losses and/or damages caused by an unauthorized person having access to the Client's account, wherein the Company will take the necessary actions once notified about the unauthorized access. The Client understands and agrees that costs, fees and/or charges due to currency risks, slippage, derivatives, risks, tax rates and delays in the execution of orders are his/her responsibilities.

The Client is obliged to indemnify the expenses incurred during the course of the Agreement, wherein such expenses include the fees and commissions charged during the execution of the Company's services.

17. Representations and Warranties

The Client warrants that all the information he/she provides the Company are true, accurate and complete, wherein the Client also guarantees that the supporting documents he/she submits are authentic and valid.

The Client agrees that upon his use of the Company's services, he/she have read and understood the Terms and Conditions in this Agreement and in other legal documents of the Company.

Once the Client registers for the Company's services, the Client guarantees that he/she is not violating any law in the jurisdiction ruling is his/her original or current residence, wherein the Client also assures that she/she is the person who completed the Company's registration form.

The Client also guarantees that he/she is not acting as another person or for any entity, wherein if deemed necessary, the Client must send a formal request to the Company via email. If the request has been approved by the Company, the Client will provide the necessary supporting documents.

Using funds obtained from illegal activities whether directly or not is strictly prohibited by the Company, wherein funds used for terrorist funding or criminal funding is punishable by law.

The Client ensures that he/she adequately understands the financial instrument he/she chooses and that the Client has enough knowledge and/or experience with the instrument, wherein the Client is responsible for his/her own decisions.

The Client agrees and understands that upon using the Company's services, he/she must not be a politically exposed person or is not related and/or affiliated with any politically-exposed person.

18. Risks and Consents

The Client agrees in his/her full knowledge that:

- 18.1.** Trading derivatives is not suitable for all investors due the great risks of losses and damages it carries;
- 18.2.** Upon the Client's continuous use of the Company's services, he/she accepts the possible risks;
- 18.3.** Due to the risks and volatility associated with derivatives, the Client may incur great losses, as well as profits, from time to time;

- 18.4. The Client is not entitled to the delivery of the underlying asset of the derivative;
- 18.5. No interest can be applied to the Client's money that the Company holds;
- 18.6. Trading derivatives means that the Client is trading the outcome of the price of an underlying asset which does not occur on the market but over the counter (OTC);
- 18.7. Expert advisors and similar mechanisms are strictly prohibited by the Company.

19. Non-Exercise of Rights

The Client understand and accepts that if the Company fails to exercise its rights in the Agreement, it does not imply that the Company waives its rights. The Company upholds its rights and entitlements throughout the course of the Agreement.

20. Assignment and Authorization of Third Parties

The Company may assign or transfer any of its rights, benefits or obligations under the Agreement without prior notice if deemed necessary, whereas the Client is not allowed to assign or transfer his/her rights benefits, or obligations.

The Client may authorize a third party to place orders and handle other matters on behalf of the Client. If the Client requests for the respective authorization, an official letter, which will be subject for approval, must be provided via email.

The Client acknowledges the risks involved if he/she authorizes a third party to manage and/or access his/her trading account. The Company will not be held liable for any loss or damage that the Client may incur due to third-party authorization, wherein the Company will not be obliged to provide any advice in the matter being.

The Company reserves the right, in its sole discretion, to reject the appointment of the third party and to decline any transaction made on behalf of the Client. If a fund transfer between two Company clients was initiated, both clients should submit a formal request which will be subject for approval.

If the authorization is approved by the Company, the third party will be given authorization to access and execute trades on behalf of the Client until he/she formally terminates the authorization. The Client understands and agrees that until a termination notice has been provided, all orders and transactions done by the third party will be valid and binding.

21. Trading Derivatives

Derivatives are available for the Client to trade while the Company will receive and transmit the Client's orders through the course of the Agreement. The Client may place the orders through his/her trading account.

The Company, at its sole discretion, reserves the right to reject any order from the Client, wherein approved orders will be considered binding.

Orders can be placed, changed or removed within the designated trading time, which frequently changes, and in compliance with the terms and conditions of the Agreement. The Client acknowledges that the Company's actions relating to Derivative Trading are purely on behalf of the Client.

Pending trades are still considered valid the next business day which are subject for approval from the Company. The Company may, but is not obliged to, execute the Client's orders after-market hours at its absolute discretion. However, the liquidity provider may implement cut-off time for certain orders which may be earlier or later than the established schedule of the market. The Client understands and agrees that he/she is solely responsible if he/she places an order beyond the cut-off time which may result to damage or loss.

The Client acknowledges that failure to close the contract or asset before it expires will result to an automatic exit wherein the open trades will be closed accordingly. If an account is in a good standing and stature, it may be exempted from an automatic exit, wherein it will be possible to have an option to transfer to another liquidity provider. Conversations between the Company and the Client will be electronically recorded and will be used for the sole purpose of reference to clarify or solve disputes and/or legal preceding that may arise. The Client further acknowledges that the foregoing records are properties of the Company, and that the Company reserves the right to reject requests for the provision of these records.

If the Client has a reservation for the contracts' expiration and was not improved, the amount will be deducted from the Client's account as a percentage of the contract volume.

Orders will depend on the type and time specified by the Client, wherein the Client will be liable for any inaccurate detail he/she provides. If the Client fails to indicate of how long an order is valid, the Company will consider the order as valid for an indefinite period. The Company reserves the right to reject, cancel and/or delete any pending order if the equity of the Client's account reaches zero (0).

If the Company suspects and/or proves that the Client is involved in any prohibited activity and/or illegal operation including, but not limited to, scalping and money laundering, the Company has the right to disable the Client's account and/or restrict his/her access to the Company's services.

22. Client's Funds and Account

Without violating the terms and conditions in this Agreement, the Client agrees that the Company reserves the right to hold the Client's funds, wherein the funds will be separated from the Company's funds and will not be used for purposes other than the indicated herein.

The Client understands that all derivative trading profits and losses will be automatically added and/or deducted in his/her trading account. The Client further agrees and understands the risk that his/her account may be closed or might reach a negative balance due to stop-out level. The Client's funds for his trading account margin can only be provided by means of real money. The Client is responsible for monitoring his/her trading account and margin level whereas the Company reserves the right to increase the amount and/or limit the transactions and trades in the Client's account after a margin call.

Bank expenses and other related fees may be charged due to third-party processors, wherein the Client will be held liable for any loss and/or damage he/she may incur.

If the Client wants to transfer his/her funds to another Client's account, both Clients must provide a formal instruction to the Company which will be subject for approval. The Company reserves the right to reject requests that it finds grounds for declination including respective illegalities.

The Company reserves the right to terminate any inactive account which also may limit or restrict the Client's use and access to the account. The Company may charge the Client's account for maintenance if his/her account has been inactive for a whole year or longer.

The Client acknowledges that if he/she fails to meet statistic requirements, the liquidity provider reserves the right to deduct fee according to the market price.

23. Dues and Setoff

The following procedures apply if deemed necessary:

- If the total amount that the Client needs to settle is equal to the total amount that the Company needs to settle wherein obligations of both parties are canceled and setoff; or
- The party with a higher amount that needs be settled shall pay the excess to the other party to cancel and set-off the corresponding obligations.

The Company reserves the right to reimburse the Client's unsettled dues from the Client's balance in his/her account/s to set off the respective obligations.

24. Deposits and Withdrawals

The Client is allowed to deposit to his/her account through the Company's available methods including bank transfers, e-wallets and debit or credit card. The Company will process the Client's deposit within one (1) business day.

The Client acknowledges that he/she will only be able to deposit and/or withdraw through the Company's available payment processors. Furthermore, the withdrawal will be systematically processed through the same method it was deposited. Once the Company receives the withdrawal request, it will be subject for approval if:

- The withdrawal request contains all necessary information;
- The Client has sufficient funds in his/her account;
- There is no pending or open trade in the Client's account;
- All balances and outstanding dues are settled; and if
- There are no other ongoing obligations and/or contracts.

If any or all of the foregoing circumstances were not met, the withdrawal request will be rejected. Additionally, withdrawal requests from any third party, representative or anonymous person will be declined by the Company.

Withdrawal requests will be processed by the Company within one (1) to five (5) business days through the same process he/she deposited the funds. The Client understands and accepts that the Company is not responsible for any loss or delay that may occur after the funds have been released by the Company from the Client's account.

The Company does not charge any fee or expense for any deposit or withdrawal transaction. However, the Client may incur such costs due to third-party processors.

25. Bonus Policy

All bonuses, promotions and benefits provided by the Company are subject to the terms and conditions of this Agreement. The Client understands and agrees that upon his/her acceptance of any bonus from the Company, the bonus policy will automatically bind both parties.

All bonuses have been given and credited may be revoked if the Client is suspected or is proven to be involved in any prohibited trading activity and/or in any illegal or criminal operation. Therefore, the Company reserves the right at its sole discretion to terminate the Agreement and other obligations with the Client or limit his/her access in the website or from the Company's services.

If the Client wants to withdraw the bonus and the profits obtained from the bonus, the Company will perform verification procedures in the Client's account/s. The Client acknowledges that he/she must meet the required trading volume as determined by the liquidity provider which changes from time to time.

The Company may introduce new services, bonuses and promotions which may also be discontinued without prior notice.

26. Technical Failures

The Company, with all its available resources, will prevent any possible malfunctioning in the site. However, the Company does not guarantee that the site will be free from technical failures glitches, and/or malfunctions during the course of this Agreement.

The Company reserves the right to cancel the Client's participation in any of its services if deemed necessary. The Client acknowledges that the Company's site and trading platform may not be free of errors and delays.

The Company may cancel, terminate or suspend its services if it is available to provide them due to:

- Difficulties from computer viruses or bugs;
- Unauthorized intervention;
- Any fraudulent activity;
- Technical failures beyond either party's control; or if
- Any other cause occurs beyond the Company's control

The Client accepts that he/she will not be entitled to any increased payouts, bonuses or benefits cause by any error or malfunction in the Company's platform. If such event occurs, the Client must immediately inform the Company through the available contact methods.

The Client agrees that the Company may refuse or cancel any order that deems to be a result of any error or malfunction.

27. Reservation of Responsibilities

At the moment of availing or using the Company's services, it is the Client's responsibility to acknowledge and thoroughly understand the terms and conditions set herein, including being fully knowledgeable of the laws and regulations applicable to the Company's services.

The Client ensures that upon his/her use of the Company's services, he/she is of legal age to avail the respective financial investing activities in the jurisdiction of his/her residence. The Client also guarantees that he/she is not a politician or politically involved in any way.

The Company will not be held liable for any defect, delay, or interruption in any operation that may cause any loss or damage, including communication failure, theft, destruction and unauthorized access in the Client's account.

The Client will solely be responsible for the problems and technical malfunctions of networks, computers or systems from his/her side. The Client accepts that the Company will not be held liable for any system failure caused by computer viruses, bugs or software damages.

Furthermore, the Company will not be held liable for any direct, indirect, or incidental damage or loss of profits and data in the Client's account.

The Company does not give any warranty, whether written or implied, for the suitability, reliability, availability, timeliness, and accuracy of all the information it provides. The Client is responsible for any loss or damage caused by the inaccuracy and/or falseness of the information he/she provides.

The Client agrees that he/she will use the Company's services and will make trading decisions at her own risk upon his/her successful registration. The Company will not be held responsible for any loss or damage that the Client may incur due to his/her own decisions.

If the Client deliberately or unintentionally breaches this Agreement, or if he/she violates any of the terms and conditions set herein, the Client will be solely liable for the loss or damage he/she may incur.

Other risks and uncertainties associated with the Client's trades, orders, and chosen financial instrument will be under his/her responsibility.

28. Intellectual Property

The Company reserves its rights with the following (but not limited to) intellectual properties:

- Patents
- Trademarks
- Service-marks
- Logos
- The site
- The site's content including videos, programs, files, audios, photos, texts, and software

The Client is strictly prohibited from using the foregoing properties without formal and/or written consent from the Company. Copying, redistributing publishing, reverse engineering, decompiling, or modifying the Company's site is strictly prohibited. The Company also forbids selling, assigning, sublicensing or transferring any of the Company's services or properties, including providing these to any third person.

Failure to comply with the foregoing conditions will result to suspension or termination of the Client's account, wherein the Company reserves the right to remove or limit the Client's access in the Company's site or platform including termination of service.

