

TERMS & CONDITIONS

 POLICY

TradersHome Ltd. (hereinafter, the “Company”) is an investment company that provides derivative instruments and financial services.

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 will always comply with this Agreement and other contracts or agreements 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.

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 official 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 a 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 the **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 an 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 the 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 between 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 is 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 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 forbidden trading actions such as arbitraging and use of expert advisors, including the use of the site (and information found on the site) for a purpose 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 underlying derivative asset, while the number of underlying assets in one lot is called **Lot Size**

Margin is the number 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 $\text{Margin Level} = (\text{Equity} / \text{Margin}) \times 100\%$

An **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 referred 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

A **Price Gap** is the difference between the Bid and Ask price

A **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 websites 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 as 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

1.1. 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.

1.2. 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

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

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

2.2. 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.

2.3. Different means of communicating with the Company are available and can be through live chat, phone calls, and emails. The Client is obliged to maintain active communication with the Company.

2.4. The Client confirms that he/she acknowledges this Agreement in its entirety, including the "US person" as defined herein and in 17 CFR 230.902. The Client agrees that he/she is not a US person or transacting for another US person. Should the Client become a US person or transact for one, he/she should stop using the Company's services immediately. "US Person" definition as per 17 CFR 230.902:

- Any natural person residing in the US
- Any person who is physically present during the use of the Company's services
- Any person, partnership, corporation, or trust organized or incorporated under laws of the US or having PPOB (principal place of business) in the US
- Any person who has a US person's discretionary/non-discretionary account(s)
- Other US person as defined in 17 CFR 230.902

3. Account Creation

3.1. 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 of the Company's services. The Company has the right to reject the Client's registration if he/she fails to comply with the necessary measures.

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

3.3. The minimum amount required for investment and maintaining a trading account to keep it open is 100.00 USD. Therefore, the Client agrees that the Company has the right to terminate any trading account if its balance is below 100.00 USD. Accordingly, the Client is solely responsible for ensuring that his/her account balance is sufficient to avoid immediate account termination.

4. Suitability of Services

4.1. The nature of business of the Company includes operating internationally, where coordinating with different credit institutions and affiliating with financial providers allow the Company to cover foreign exchange obligations.

4.2. The Company is not obliged to assess or determine the suitability of the Client's financial instruments for him/her, where the Client is responsible for his/her 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.

4.3. As soon as the Client complies with 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

5.1. The Company may provide news, recommendations, updates, market signals, or other similar information from analyses it considers reliable. However, accuracy, correctness, or completeness is not guaranteed, including the legal implications of any news, updates, or market signals. Additionally, all information the Company provides is solely for the Client's reference, where any information is subject to changes from time to time without prior notice.

5.2. No statement herein should be considered a solicitation to buy or sell securities or other financial instruments through the Company's exchange facilities. Unless a broker, dealer, or investment adviser or the type of transaction or product involved is exempted, only parties who are appropriately registered as brokers, dealers, or investment advisers with the United States federal and state regulatory authorities and its territories and possessions, including those areas where the securities are registered, can offer to buy and sell securities or provide financial services to US residents.

5.3. Corresponding to investment advice and recommendations, the Client understands and agrees with the following:

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

6.1. 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

7.1. 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.

7.2. Due to the volatile nature of the market, the Company has the right to modify the specifications of any trading instruments, including spreads, swaps, rollovers, leverage, contract sizes, and other provisions. Such modifications can take effect immediately without prior notification to the Client. Charged fees include, but are not limited to, revenue share, commissions, rebates, and spreads for third parties that coordinate the professional relationship between 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.

7.3. 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, a 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 for the negative profit from the total profit.

7.4. If the Client does not fulfill his/her obligations toward contracts or shares reservation, commission, and fee may be charged. The fee can be from 1% to 10%, depending on the traded asset type and leverage. This is also applicable to additional contracts or shares reservation agreed to before the termination of the Agreement.

7.5. In case of non-fulfillment or improper fulfillment of obligations under contracts, quotas, or preliminary reservations, the Company has the right to cancel the profit, as well as return the contracts worked out in the relevant agreements.

7.6. 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.

7.7. The Client understands and agrees that:

- Various costs are presented in percentage values wherein the Client ensures that he/she understands the calculation of such costs.
- The Company may receive fees, commissions, or other benefits from third parties (as permitted under applicable terms and conditions).
- The Company is not obliged to provide the details of such benefits to the Client.
- The Client can request to see the respective benefits via email.
- 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.
- The Client is held liable for any uncollected taxes.
- Taxation laws are subject to change from time to time.
- The Client is responsible for filing tax returns and tax reports in connection with any transaction.
- 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 to this Agreement and other documents.
- Charges may change from time to time with immediate effect without prior notice
- Derivatives require funding on a daily basis, and the Client should bear such funding.

7.8. The volatile and unpredictable nature of trading and market prices is inevitable, where a request for a chargeback is prohibited with all services considered, including the trading materials such as the platform, account, and educational market segments. The Client agrees that filing for a chargeback shall indicate an account suspension or termination subsequently.

7.9. Due to the volatility of the market, the Client further acknowledges and agrees that he/she is not allowed to dispute funds transfer transactions due to service reasons.

8. Confirmation and Statements

8.1. Information on 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.

8.2. 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

9.1. All documents, contents, and other information are written in English, which is the Company's official language, wherein other similar documents can be translated into 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 on the content and information.

9.2. 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

10.1. 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.

10.2. 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.

10.3. 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

10.4. If the Client suspects that his/her account is being used by an authorized person, he/she must immediately notify the Company. If the circumstance calls for it, the Company reserves the right 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

11.1. The Client acknowledges that he/she is 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.

11.2. Personal information will be used, processed, and stored to the extent permitted by the applicable laws and in compliance with this Agreement.

11.3. If the Company requests for the Client to provide additional documentation as required by the policies and regulations of the Client's jurisdiction or as required by the used PSP's terms and conditions, the Client must comply with such request. The additional documents are part of the Company's KYC Policy to verify the Client's use of the services.

11.4. The Company has the right to reject any submitted document or information if deemed necessary. If such rejected data is due to it being an inaccurate, outdated, incomplete, or incorrect type of required data, the Client is responsible for rectifying that data by submitting the correct one.

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

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

11.7. The Client may request further information that the Company holds in connection with the corresponding information.

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

11.9. Conversations between the Company and the Client will be electronically recorded for quality assurance and business administration bases only. Such communication records include phone calls, emails, and customer support messages, which the Company can use as proof in case of legal claims. The Client hereby acknowledges that the communication records are the Company's property. Therefore, the Company reserves the right to reject provision requests for the communication records in compliance with data privacy regulations and to prevent the illegal use of the data.

11.10. All internal records are treated with confidentiality, where the Company reserves the right to refuse the Client the provision of any official or non-official copies to avoid misuse.

11.11. Deposit and withdrawal transactions are recorded by the Company and its financial affiliates, of which data and records are considered the Company's intellectual property. The Company reserves the right to reject requests for any financial transaction if deemed appropriate.

11.12. The Company has the right, without the obligation, to disclose any collected data to its affiliates, such as banks, credit institutions, and service providers, for business purposes only. Such collected data may include but is not limited to documents and transaction records.

11.13. Queries and other written requests must be sent via email with the Client's registered email in order for the Company to consider the addressed matter. The Company reserves the right to reject any correspondence from an unrecognized email address.

12. Electronic Signature

12.1. The Company may provide the Client with electronic documents during his/her trading course, which may need electronic signatures. The Client hereby acknowledges that an electronic signature is as valid and binding as his/her physical signature.

12.2. Such electronic documents can be provided to the Client's registered email. Therefore, the Client agrees to provide a working email upon registration, which can be accessed, to avoid further issues in receiving the documents. The Client is solely responsible for informing the Company if his/her registered email can no longer be accessed, which should be updated immediately. Additionally, the Client is solely responsible for any damage or loss if he/she does not give immediate notice regarding such change.

13. Amendment of the Agreement

13.1. 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.

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

14. Termination of the Agreement

14.1. The parties involved can terminate this Agreement on the condition that the party who initiated the termination does not have any unfulfilled obligation toward the other party. If the relevant party intends to terminate this Agreement or cancel all services, a written notice must be sent to the Company's email 14 days before the effective date of termination.

14.2. If the Client files for termination of this Agreement, the Client must ensure and agree that :

- The trading account does not have any pending orders
- The trading account does not have existing trades
- The Client does not have outstanding fees or unfulfilled dues
- The Client is not under a separate agreement or contract with the Company

14.3. The Client is solely liable for settling all relevant fees and charges upon cancellation of the services and termination of this Agreement. This includes settling the required funds to close the existing trades or orders and other relevant charges in connection with or resulting from the used services and this Agreement.

14.4. Canceling services or terminating this Agreement will not release the relevant parties from any liability or obligation towards either party. If either party does not comply accordingly with settling the relevant liabilities and obligations, this may result in legal action, where the Company reserves the right to revoke all existing profits in the trading account.

14.5. The Company has the right to initiate termination procedures for trading accounts that are presumed inactive or unused for 90 days or if the Client cannot be reached through all communication means. The termination procedures may also be initiated if the Client places a withdrawal request with the entire amount of his/her trading account balance. The Company will collect separate fees thereafter for inactivity and cancellation in case of pending liabilities. Furthermore, the Company has the exclusive rights to nullify the profits and cancel the bonuses or credit funds from the total Equity of the trading account.

15. Event of Default

15.1. An event of default can be declared if the following occurs:

- If the Client is involved in prohibited trading activities
- If the Client commits to any illegal financial activity and other illegal conduction
- If the Client does not comply with his/her relevant obligations, including uncompleted initial margins
- If the Client is incapacitated or disabled
- If the Client is inactive or unreachable for a long period of time
- In case the Client is deceased

15.2. In case of the demise of the Client or any unfavorable contingency that prevents the Client from operating his/her trading account or continuing this Agreement, a first-degree relative will be the successor of the trading account. The first-degree relative must provide valid proof of relationship with the Client to claim the trading account.

15.3. An event of default may also be declared in case of Force Majeure, where events prevent either party from complying with the Agreement. The Force Majeure events may be in the form of human acts such as:

- Terrorism
- National or international warfare
- Labor dispute
- Exclusion or lockouts
- Civil disorder

15.4. Acts of God are also considered Force Majeure events, such as:

- Earthquake
- Typhoon
- Tsunami
- Fire
- Epidemic or Pandemic
- Other natural calamities

15.5. Furthermore, in case of occurrences beyond the Company's control, the Company has the right to declare an event of default caused by, but not limited to, electronic malfunction, system failure, hacked data, market suspensions, and jurisdiction or regulatory bans.

15.6. The initial effect of invoking Force Majeure may only delay performance by the impacted party for the duration of the Force Majeure event. The Company reserves the right to set out a longer period before either party has the right to terminate this Agreement and other contracts entirely. The Company has the right to resume ongoing obligations after a certain period of recovery if applicable.

16. Complaints & Disputes Management

16.1. The Company maintains effective and transparent methods for the reasonable and immediate handling of complaints received from Clients. The Company keeps a record of each complaint and the actions to remedy the case or concern of the Client. The Company will treat the complaints and disputes as confidential.

16.2. In case of disputes that occur between the Company and the Client regarding any matter, the provisions herein must be followed accordingly. Such disputes may include:

- If the Client sees a discrepancy between the displayed trading results and the results that should have been displayed instead
- If the Client refuses to fulfill his/her obligations toward the Company
- If the Client has a firm basis for terminating this Agreement
- Other conflicts of interest between the involved parties

16.3. The Client must contact the Company immediately through the available communication as indicated on the website.

16.4. All complaints and discrepancies must be submitted in writing to info@tradershome.com. When sending any concern via email, the Client must use the same registered email as the Company to identify him/her immediately. If the Client uses a different email address to send his/her complaint or dispute, the Company has the right to reject those claims. If the Client cannot access the registered email address anymore, he/she must directly confirm with the Company and request a change of information before submitting any complaint or discrepancy.

16.5. The Client shall present the following information every time a complaint or dispute is being pursued:

- Client's Name and Surname
- Client's trading account number
- Affected transaction number (if applicable)
- Date and time of the issue; and
- Further description of the complaint and issue

16.6. The Client hereby agrees that he/she will allow the Company to resolve his/her complaint or dispute in an allotted time as determined by the Company. After submitting the written concern, the Company will verify it within 28 business days, provided that it was presented with proper documentation. Within those 28 business days of assessing the complaint or dispute, the Client is obliged to be responsive and maintain communication with the Company. This includes, but is not limited to, communication via email and phone calls. The Client must ensure his/her availability in order to resolve the complaint or dispute as best as possible.

16.7. The Client is prohibited from publicizing any form of statement regarding the complaint or dispute while such is being resolved. In case of violating confidentiality, the Company has the exclusive rights to terminate the Client's trading account and revoke his/her profits.

16.8. Furthermore, if the Client violates his/her obligations, he/she will be liable to pay reputational damages to the Company. If the Client does not fulfill his/her obligations regarding the assessment of his/her complaint or dispute, this shall imply the waiving of his/her right to mitigate any losses. Therefore, the Client bears full responsibility the moment he/she does not fulfill his/her obligations, regardless of the impact on his/her capital.

16.9. The Client shall not adhere to using any offensive and violent language directed or not directed to the Company, Directors, officers, shareholders, partners, members, employees, agents, service providers, legal representatives, and affiliates.

16.10. All involved parties must cooperate accordingly to resolve any complaint or dispute on a constructive basis. Any form of threats against the Company, such as blackmail or extortion, are legitimate grounds to terminate any ongoing negotiations or agreements.

17. Limitations of Liability and Indemnity

17.1. 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 to data or any confidential information.

17.2. 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.

17.3. 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.

18. Representations and Warranties

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

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

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

18.4. 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.

18.5. 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 are punishable by law. The Client hereby warrants that he/she will not accumulate interest in his/her account and will only use funds in the form of real money and not in the form of other goods.

18.6. 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.

18.7. 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.

19. Risks and Consents

19.1. The Client agrees in his/her full knowledge that trading derivatives is not suitable for all investors due to the great risks of losses and damages it carries.

19.2. Upon the Client's continuous use of the Company's services, he/she accepts the possible risks of trading. Due to the risks and volatility associated with derivatives, the Client may incur great losses, as well as profits, from time to time.

19.3. The Client is not entitled to the delivery of the underlying asset of the derivative, and no interest can be applied to the Client's money that the Company holds.

19.4. 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).

19.5. The Company strictly prohibits expert advisors and similar mechanisms.

20. Non-Exercise of Rights

20.1. The Client understands 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.

21. Assignment and Authorization of Third Parties

21.1. 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.

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

21.3. The Client acknowledges the risks involved if he/she authorizes the 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.

21.4. 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 is initiated, both clients should submit a formal request which will be subject to approval.

21.5. If the authorization is approved by the Company, the third party will be given the 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.

22. Trading Derivatives

22.1. 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.

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

22.3. Orders can be placed, changed, or removed within the designated trading time, which frequently changes and is 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.

22.4. Pending trades are still considered valid the next business day and are subject to 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 a 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 in damage or loss.

22.5. The Client acknowledges that failure to close the contract or asset before it expires will result in an automatic exit wherein the open trades will be closed accordingly. If an account is in good standing and stature, it may be exempted from an automatic exit, wherein it will be possible to have the option to transfer to another liquidity provider.

22.6. If the Client has a reservation for the contract's expiration and was not improved, the amount will be deducted from the Client's account as a percentage of the contract volume. The Client acknowledges that positions traded in less than 30 seconds are considered invalid unless reserved with an affiliated provider. The Company thereby has the right to revoke any generated profits from such trade.

22.7. 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 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).

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

23. Client's Funds and Account

23.1. 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.

23.2. The Client understands that all derivative trading profits and losses will be automatically added and/ or deducted from 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.

23.3. 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.

23.4. 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 to approval. The Company reserves the right to reject requests that it finds grounds for declination, including respective illegalities.

23.5. 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 an entire year or longer.

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

24. Dues and Set-off

24.1. 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 set off, or
- The party with a higher amount that needs to be settled shall pay the excess to the other party to cancel and set off the corresponding obligations.

24.2. 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.

25. Deposits and Withdrawals

25.1. 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 cards. The Company will process the Client's deposit within one (1) business day.

25.2. The Client acknowledges that he/she will only be able to deposit and/or withdraw through the Company's available payment processors. All transactions through international Wire Transfer require a minimum amount of 50.00 USD. 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 to 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
- There are no other ongoing obligations and/or contracts.

25.3. If any or all of the foregoing circumstances are 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.

25.4. 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.

25.5. If the Client does not respond to the Company within two (2) months or more through official means of communication, such as emails and phone calls, the Company has the right to cancel the Client's withdrawal request. Additionally, the Company may also cancel a withdrawal request if the Client does not provide the required information within two (2) months or more, such as the required documents or bank details to complete the transaction.

25.6. Some bonuses can only be used for trading purposes and cannot be withdrawn. Therefore, if the Client obtains bonuses and intends to withdraw such bonuses, including profits generated from the bonuses, he/she must comply with the Company's bonus guidelines, subject to approval. Accordingly, when the Client makes a withdrawal request, whether it includes profit or not, the same percentage ratio of the withdrawal amount will be deducted from the received bonus.

25.7. Furthermore, 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.

26. Bonus Policy

26.1. 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.

26.2. All bonuses that 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 to the website or from the Company's services.

26.3. 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.

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

27. Technical Failures

27.1. The Company, with all its available resources, will prevent any possible malfunction on 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.

27.2. 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.

27.3. 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

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

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

28. Reservation of Responsibilities

28.1. 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.

28.2. 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.

28.3. 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 to the Client's account.

28.4. 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.

28.5. 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.

28.6. 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.

28.7. 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.

28.8. 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.

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

29. Intellectual Property

29.1. 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 includes videos, programs, files, audio, photos, texts, and software

29.2. 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.

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



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