

PRIME XBT

TERMS AND
CONDITIONS

1. INTRODUCTION & GENERAL TERMS

1.1. These Terms & Conditions (hereinafter referred to as the "Agreement") shall govern the business relationship between:

A. **PrimeXBT (PTY) LTD** (previously known as Stack Advisory (PTY) Ltd) is an authorized financial services provider in South Africa with license number 45697, registration no. 2013/099697/07, and having its registered address at 180 Lancaster Road, Gordons Bay, Western Cape, 7140 (hereinafter referred to as "the Company", "we", "us", "our", as appropriate). The Company is not the market maker or product issuer and acts solely as an intermediary in terms of the FAIS Act between the client and the liquidity provider (the Market Maker), rendering only an intermediary service (i.e., no market making is conducted by the Company) in relation to the products offered. Therefore, the Company does not act as the principal and/or the counterparty in any of its transactions.

-and-

B. Any person being either a natural person or a legal entity and its authorized representative(s) (hereinafter referred to as the "Client(s)", "you", "your", "yourself", as appropriate), who has registered for an account with the Company and has agreed to the present terms and conditions during the registration procedure.

1.2. The Company only accepts residents from South Africa. The Client acknowledges that some or all of its services may be unavailable and/or blocked in specific jurisdictions..

1.3. By accepting these Terms and Conditions, you hereby declare that you have by yourself and at your own exclusive initiative, approached the Company to request further information to consider the possibility of receiving the services of the Company. Furthermore, you declare and verify that neither the Company nor any other party has contacted you or solicited you to open a trading account with the Company and/or encouraged you to invest or trade with the Company.

1.4. You hereby acknowledge that you have read and understood the Terms and Conditions set forth herein and that you have accepted this Agreement by accessing the Company Website and/or registering for a Client Account with the Company. By accepting this Agreement, and subject to our final approval, you acknowledge that you shall enter into a legally binding contract with the Company.

1.5. By accepting this Agreement, you unequivocally agree and accept the Terms and Conditions set forth herein, its annexes and/or appendices, as well as any other documentation and information published on the Company Website, which form integral and inseparable parts of this Agreement, including without limitation, the Privacy Policy, Cookie policy, Risk Disclosures, any notices, warnings, and disclaimers.

1.6. You further understand and acknowledge that the services offered by the Company may be affected by varying degrees of regulation throughout the world and that it shall be your obligation alone, at all times, to ensure compliance with any law, regulation, or directive relevant to your country of domicile and/or permanent residence.

1.7. The Company's Website is owned by PrimeXBT (PTY) LTD, a company registered in South Africa with registration No. 2013/099697/07, having its registered address at 180 Lancaster Road, Gordons Bay, Western Cape, 7140, South Africa.

1.8. The Company reserves the right to alter, amend, or modify this Agreement at its sole discretion. The Company warns that, in some or in all cases, it may not notify Clients personally about the changes made to this Agreement. Therefore, it is the responsibility of all Clients to check the Website from time to time to ensure that they agree with and comply with the current version of the Agreement. All changes will take effect immediately upon their publication on the Company website. In the event of any material changes, the Company will promptly notify the client, clearly outlining the effects of these changes, along with the effective date.

1.9. It is the sole responsibility of Clients to remain informed of all changes. The version considered applicable will be the most recent one available on the Company's website. In the event of a dispute, the latest version will take precedence.

Should Clients not agree with the amendments, they are entitled to terminate the Agreement in accordance with the "Duration and Termination of the Agreement" section provided herein.

1.10. By accepting this Agreement, you hereby acknowledge and agree that:

1.10.1. You are aware of the risks associated with Leveraged Products, their Derivatives and transactions involving them.

1.10.2. You assume all risks related to the use of the Company Services involving Leveraged Products, their Derivatives, and Transactions involving them.

1.10.3. The Company shall not be liable for any losses resulting from the adverse outcomes of such risks.

1.11. The client acknowledges and agrees that the availability of certain products, platforms, and services may be restricted or unavailable in certain jurisdictions, subject to the Company's sole discretion.

1.12. The client acknowledges and agrees that all funds provided in demo accounts are virtual and do not represent real funds. These virtual funds are solely intended for simulated trading purposes and have no real-world monetary value. As such, the client understands that virtual funds cannot be withdrawn, transferred, or converted into real currency or any other form of asset. Any profits or losses made while using virtual funds in demo accounts are purely hypothetical and do not impact the client's actual financial standing.

Furthermore, the client understands that the prices and market conditions reflected in demo accounts may not always mirror those of real accounts. Variations may occur due to differences in liquidity, execution speed, or other market factors. Therefore, trading outcomes in demo accounts may not accurately reflect the experience or results in a real trading environment.

Liquidity Providers/ Execution Venues:

- PXBT Trading Ltd, licensed by the Financial Services Authority in Seychelles under license number SD162, serves as the liquidity provider and market maker for Contracts for Difference products.
- PrimeXBT Trading Services Ltd, incorporated in Saint Lucia with Registration No. 2024-00343, serves as the liquidity provider and market maker for crypto futures products.

Warning: If you have any objection regarding any of these terms and conditions, or any part thereof, and/or if you do not agree to be bound by these terms and conditions, or any part thereof, do not access and/or use the company services in any way or form. If you have registered an account and accessed our services, you must inform us of such objections in writing immediately.

The client acknowledges, agrees and understands the below:

The Company is not the market maker or product issuer and acts solely as an intermediary in terms of the FAIS Act between the client and the liquidity provider (the Market Maker), rendering only an intermediary service (i.e., no market making is conducted by the Company) in relation to derivative products offered. Therefore, the Company does not act as the principal and/or the counterparty in any of its transactions.

Consequently, the Company is not the market maker, each order from clients is transmitted to the Company's liquidity provider, who serves as the market maker and execution venue for the Company. Any references made in this Agreement, or in any other policy, annex, or document found on the Company's official website, regarding the execution of client orders, order processing, offering, and modifying of products, should be understood as actions performed by the Company's liquidity provider, not the Company itself. The Company merely facilitates these transactions by rendering an intermediary service in relation to the products offered.

2. DEFINITIONS & INTERPRETATION

2.1. For the purposes of this Agreement and unless defined when first encountered within the main body of the Agreement, the following Capitalized words shall take the meaning prescribed to them below:

2.1.1. "Account" / "Client Account" / "User Account" – these terms may be used interchangeably and shall mean the Client's personal account accessed using the Client's credentials, which allow access to the Company Platform that facilitates all the Client's Transactions and Orders. To start executing Transactions, Clients must deposit funds into their Account.

2.1.2. "Agreement" or "Terms and Conditions" – shall mean the present Agreement, as this may, from time to time, be amended or replaced, including any annexes and/or appendices, as well as other documentation/information published on the Website, including, without limitation, the Cookie Policy, Privacy Policy, Risk Disclosure Statement, and Complaints handling procedure.

2.1.3. "Client" – shall mean any person, whether a natural person or a legal person, who has successfully registered and opened an account with the Company and who has agreed to the current terms and conditions during the Account registration procedure.

2.1.4. "Company" – shall mean PrimeXBT (PTY) LTD, an authorized financial services provider in South Africa, with license number 45697, registration no. 2013/099697/07, and having its registered address at 180 Lancaster Road, Gordons Bay, Western Cape, 7140.

2.1.5. "Crypto Futures" – shall mean financial derivatives contracts that allow traders to speculate on the future price movements of cryptocurrencies. Crypto futures contracts derive their value from an underlying cryptocurrency asset, such as Bitcoin (BTC), Ethereum (ETH), or other virtual currency.

2.1.6. "Derivative Products" – shall mean financial instruments whose value is derived from an underlying asset or set of assets.

2.1.7. "Global Market Products" – shall mean Traditional Market Products that are traded on a global scale. Traditional Market Products include, for example, Stocks, Indices, and CFDs in Traditional Market Products.

2.1.8. "KYC" – shall mean the necessary Know Your Customer documents and procedures required by the Company and/or its Affiliates and/or Partners to identify and register the Client, which include their passport or ID, utility bill, and any additional document that may be required by the Company in accordance with applicable law.

2.1.9. "Leveraged products" – shall mean the Derivative Products available for trading on the Trading Platform, which are classified (for information and marketing purposes) and include, but are not necessarily limited to, "CFD's" and "Forex". Leveraged products are traded on margin and involve a significant risk of capital loss.

2.1.10. "Margin" – shall mean the necessary guarantee of funds required to place an Order/open a position and to maintain said position open in Leveraged products.

2.1.11. "Maintenance margin" – shall mean the necessary funds required to keep a position open.

2.1.12. "Market Manipulation" – shall mean any intentional or deceptive activity that seeks to create an artificial or false impression of supply, demand, or market conditions for financial instruments and/or any products offered by the Company through its Trading Platform and/or through the Company's liquidity provider(s), service provider(s) and/or third party(ies), to influence the price or value of those instruments/products. It involves engaging in fraudulent or manipulative practices that distort the normal functioning of financial markets, mislead investors, or undermine the integrity and fairness of the market system. Examples, without being limited to the wider potential array of offenses, of common Market Manipulation schemes are: (a) Pump and Dump, (b) Wash Trading, (c) Self-Trading, (d) Front Running, (e) Quote Stuffing, (f) Spoofing, and (g) Structuring/Layering (h) insider trading.

2.1.13. "Order" – shall mean an instruction from the Client to make a Transaction in Leveraged products through the Trading Platform. The Client, in effect, opens a position on the Trading Platform, which the Company will send it to be executed to the Company's liquidity provider in accordance with the Client's Order instructions and as near the requested price as possible, considering the product's volatility, liquidity, market conditions, and so forth.

2.1.14. "Restricted Jurisdiction" – shall refer to the list of jurisdictions where the Company does not offer its services and/or from which it does not accept Clients. The Company only accepts clients who reside in South Africa.

2.1.15. "Services" – shall mean the services offered by the Company to Clients through the Website, the Client Account, Trading Platform, and so forth, including, without limitation, the execution of Orders and/or Transactions of the Client.

2.1.16. "System(s)" – shall mean all electronic or digital means through which the Company provides access to its Trading Platform and its Services. Reference to this definition may include a reference to the Trading Platform itself.

2.1.17. "Trading Platform" – shall mean the Company's online trading system, which includes the aggregate of its computer devices, software, databases, telecommunications hardware, a trading platform, mobile applications, all programs, and technical facilities providing real-time prices, making it possible for the Client to obtain information of markets in real time, make technical analysis on the markets, enter into Transactions, place and close Orders, receive notices from the Company, and keep record of all Transactions and calculating all mutual obligations between the Client and the Company. The Company may provide multiple Trading Platforms with various functionalities.

2.1.18. "Transaction / Order" – shall mean any transaction in the Company's products arranged for execution on behalf of the Client under this Agreement.

2.1.19. "Underlying Asset(s)" – shall mean the primary asset or security upon which a derivative or financial instrument derives its value. The value or performance of the derivative is directly linked to the price movements, performance, or characteristics of this underlying asset.

2.1.20. "US Reportable Person" – shall mean a US Reportable person who, in accordance with FATCA provisions, is defined as follows: 1) a US citizen (including dual citizens), 2) a US resident alien for tax purposes, 3) a domestic partnership, 4) a domestic corporation, 5) any estate other than a foreign estate, 6) any trust if: a) a court within the United States can exercise primary supervision over the administration of the trust, b) one or more United States persons have the authority to control all substantial decisions of the trust, 7) any other person who is not a foreign person.

2.1.21. "Virtual Asset(s)" (crypto assets) – shall refer to any digital/virtual representation of value that can be digitally traded, transferred, or used for payment. It does not include digital/virtual representation of fiat currencies. Cryptocurrencies refer to encrypted digital/virtual assets that are based on blockchain and cryptography technologies, which are issued and managed in a decentralized form.

2.1.22. "Website" – shall mean the Company's official website (primexbt.co.za), or other Company Websites that the Company may operate through from time to time.

3. Becoming a Client & Registering for an Account

3.1. Client Registration

By registering and successfully opening an account on the Company's website or mobile application, you become a client of the Company. As a client, you agree, represent, and warrant that:

- **3.1.1.** You have read, understood, and accepted the Company's Terms and Conditions and any and all policies included in our Website.
- **3.1.2.** You acknowledge that in the event of any inconsistency between this Agreement and the aforementioned documents, the latter shall apply regarding the respective Services.
- **3.1.3.** You meet all eligibility requirements to become a client of the Company, including:

3.1.3.1. You are of legal age (at least 18 years old) and have the mental capacity to enter into this Agreement.

3.1.3.2. As a representative of a legal entity, you are fully authorized and competent to use the Website and enter into a legally binding agreement with the Company.

3.1.3.3. By entering into this Agreement, you are not violating any law or regulation of your country of domicile or any other agreement to which you are a party.

3.1.3.4. You have not been previously suspended or disqualified from using the Company's services.

3.1.3.5. You are not located, incorporated, or otherwise established in, or a resident of any Restricted Jurisdiction.

3.1.3.6. You do not already have an account with the Company.

3.1.3.7. You are the legal owner of the funds you add to your account with the Company, and these funds come from a legitimate and legal source.

3.1.3.8. Using the services does not breach the laws and regulations of your country of domicile.

3.1.3.9. You are aware of the inherent risks of trading in leveraged products and using the services provided by the Company. These risks include the possibility of losing all invested funds if the market moves against you and incurring financial losses due to delays in order execution caused by failures, technical malfunctions of the website, the systems, provider technical malfunctions, failures in the supply of quotations, force majeure, and so forth.

3.1.3.10. You will not engage in any form of market manipulation. Clients suspected of, or identified as engaging in, market manipulation shall have their accounts blocked and/or terminated and be subject to further investigation.

3.1.3.11. You provide correct, genuine, up-to-date, and accurate information and documentation when required by the Company to comply with its Know Your Client ("KYC") obligations.

3.1.3.12. Any withdrawal account number or cryptocurrency wallet address you provide shall be your own, and you shall be in full control over this account or address.

3.1.3.13. You are not a resident nor, in the case of legal entities, incorporated in a jurisdiction where it would be illegal for you (by reason of your nationality, domicile, citizenship, residence, incorporation, or otherwise) to access or use the services; where the publication or availability of the services is prohibited or contrary to local law or regulation; or where it could subject the Company to any local registration or licensing requirements. If we determine that you are accessing the services from any restricted jurisdiction or that you have provided false representations about your location of incorporation, establishment, citizenship, or place of residence, we reserve the right to close any of your accounts immediately and to liquidate any open positions.

3.1.3.14. You do not have any other non-terminated account(s) currently open with the Company.

3.2. Usage of the Company's Systems and Services

When accessing and using the Company's systems and services, you agree:

3.2.1. Not to undermine or attempt to undermine and/or exploit the security or integrity of the Company's computing systems or networks, or where the services are hosted by a third party, that third party's computing systems and networks.

3.2.2. Not to use, or misuse, the services in any way that may impair or alter the functionality of the services or the website, or other systems used to deliver the services, or impair or alter the ability of any other user to use the services or the website.

3.2.3. Not to attempt to gain unauthorized access to the computer systems and servers on which the website is hosted or to any materials other than those to which you have been given permission to access.

3.2.4. Not to transmit or input into the website any files that may damage any other person's computing devices or software; content that may be offensive; or material or data in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use).

3.2.5. Not to attempt to modify, copy, adapt, reproduce, disassemble, decompile, or reverse engineer any computer programs used to deliver the services or to operate the website, except as is strictly necessary to use either of them for their designed user purpose and normal operation.

3.3. Account Security

You will ensure that all usernames and passwords required to access the website and your account are kept secure and confidential and acknowledge that it is your responsibility alone to ensure this.

3.3.1. You will immediately notify the Company of any unauthorized use of your login information or any other breach of security, and the Company will reset your password and take any other steps deemed necessary to ensure the security of your account and the platform.

3.3.2. You shall strictly follow and comply with all procedures set forth by the Company in relation to system and account security, authentication, and authorization of transactions.

3.3.3. Accounts must only be used by the person who has opened the account, for their own exclusive benefit and affairs, or in the case of legal entities, their authorized representatives. The Company reserves the right to suspend, freeze, or terminate any account that it believes, or suspects, is being used by anyone other than the account owner. The Company shall not be liable for any loss or damage incurred by you as a result of your use or any third party's use of your account, whether authorized or unauthorized.

3.3.4. You shall take all appropriate steps to ensure that you log out from your account after each session.

3.3.5. You are solely responsible for notifying the Company immediately if your account is "hacked" and/or used by someone without your permission (hereinafter collectively referred to as "unauthorized access"). The Company will not be responsible and/or liable for any unauthorized access to your trading account or for failing to identify that your account was accessed in a manner considered unauthorized. Where the Company identifies or you notify the Company that your account was accessed in a way that is considered unauthorized access, the Company reserves the right to block your trading account immediately without prior notification to you, and you will not be entitled to any profits made during the time your account was accessed without authorization. Additionally, the Company reserves the right to decline or delay a withdrawal request.

3.4. Identity Verification

The Company reserves the right, at any time, to verify your identity for the purposes of complying with its Anti-Money Laundering and Countering the Financing of Terrorism (AML-CFT) responsibilities. The Company reserves the right to impose trading limits and withdrawal limits before you are required to go through its Customer Due Diligence (CDD) Procedure. You agree to cooperate fully with us throughout this process and promise that you will provide all necessary documentation and information that we may require to verify your identity and assess the purpose of our business relationship. You remain responsible for updating any personal information you submit to the Company throughout the business relationship as soon as the change happens or as soon as the information you have previously submitted becomes

invalid, inaccurate, or untrue due to any new development or change in your personal circumstances. You shall be fully liable for any loss or expense incurred by the Company throughout the business relationship which results from your submission of information that is untrue or inaccurate. You further acknowledge and understand that the Company shall not be liable for any losses, costs, delays, or inconvenience suffered by you as a result of your provision of untrue or inaccurate information.

3.5. Investigation and Data Storage

The Company may further conduct any necessary investigation to verify your identity, whether directly or through a third party. The Company shall have the right to store any information collected on you throughout the business relationship for a period specified in the Company's Privacy Policy that is always available in the Company's Website.

3.6. Service Refusal

The Company reserves the right, at its absolute discretion, to refuse service to any client who refuses to comply with any of the requirements set forth herein.

4. Services

4.1. Use of Services

Upon acceptance of these Terms and Conditions, the Company grants you a revocable, limited, non-exclusive, non-transferable, and non-sublicensable royalty-free license to access and engage with the services offered by the Company.

4.2. Account Limitation

Each client may only have one unique account open with the Company at any time.

4.3. Trading Services

The Company offers its clients access to trade in several financial instruments in the form of leveraged products in global markets and crypto-futures products, as available on the Company's trading platform. The Company shall carry out all transactions in accordance with the procedures set forth in this Agreement on an execution-only basis, without managing the accounts or portfolios of clients, nor providing any kind of investment advice, financial advice, or recommendation to clients. The Company is entitled to execute transactions through its liquidity provider upon the clients' request, as provided for in this Agreement, and shall have no responsibility or liability regarding the merit or probability of financial profit or the successful outcome of such transactions.

4.4. Copy-Trading Services

The Company offers copy-trading services on the above-mentioned products through the trading platform. By using the Company's copy-trading services, you acknowledge and accept that:

4.5.1. The past performance of featured traders that you may copy does not guarantee future results. The profitability of any investment product can change over time and losses are always possible.

4.5.2. Past performance data provided for traders and products is historical and may not accurately reflect future performance.

4.5.3. Trading in financial markets carries a high level of risk and may result in the loss of your entire investment capital.

4.5.4. Financial markets can be highly volatile. Prices of assets can change rapidly, leading to both gains and losses.

4.5.5. Market conditions can vary, and unforeseen events can impact asset prices. These events may not be predictable or controllable.

4.5.6. Diversification is not guaranteed. Even when copying multiple traders, your portfolio may still be concentrated in certain assets or strategies.

4.5.7. You are responsible for assessing the suitability of copy trading for your financial situation, risk tolerance, and investment goals.

4.5.8. You may incur losses beyond your initial investment, including trading fees, spreads, and other costs.

4.5.9. The Company's copy-trading services are not and should not be viewed as personalized investment advice and/or portfolio management. You are responsible for making your own investment decisions.

4.5.10. Traders you copy may utilize a varying degree of leverage, which can amplify both gains and losses. Be aware of the potential risks associated with leveraged trading.

4.5.11. The availability of traders and trading opportunities is subject to change. We do not guarantee that specific traders will be available for copying.

4.5.12. You must regularly monitor your copy-trading account and be prepared to adjust your strategy or stop copying traders if necessary.

4.5.13. We are not liable for any losses, damages, or financial consequences resulting from your use of our copy-trading services.

4.5.14. You must ensure that you comply with all applicable laws and regulations regarding copy trading in your jurisdiction.

4.5.15. If you are uncertain about any aspect of copy trading, consider seeking advice from a qualified financial and/or legal advisor.

4.5.16. You are solely responsible for ensuring that copy trading aligns with your financial objectives, circumstances, and risk tolerance. All investment decisions should be made based on individual due diligence.

4.6. Sub-Account Registration

Clients may only have one client account with the Company; they must register for separate sub-accounts for global markets products and crypto-futures. Each sub-account shall share the same Client Identification ("Client ID"), which shall be shared in all bank accounts (for fiat currencies).

4.7. Monitoring and Margin Calls

The Company and/or the Company's liquidity provider which shall be the execution venue of the clients' transactions shall be under no obligation, unless otherwise agreed in this Agreement and/or stipulated in any other documentation on the website, to monitor or advise the client on the status of any transaction, make margin calls, or close out any of the client's open positions.

4.8. No Investment Advice

For the elimination of any potential doubt, the Company does not offer investment advice, consulting, or portfolio management services. Any communication made by the Company, and/or its Affiliate Network, and any information displayed on the website(s) and trading platform(s) shall constitute general/marketing information. The Company does not provide investment research services to clients, and any information displayed on the Company's systems containing

market analysis shall be considered a marketing communication, which should not be treated as advice, recommendation, or research. The Company cannot, and does not, guarantee the accuracy, reliability, integrity, or appropriateness of any such information, nor shall the Company be liable for any loss or damages incurred by clients as a result of their reliance on such information and/or content. Information relating to the Company's services shall simply serve the clients with the opportunity to make independent decisions. Clients should make sure that they understand all risks relating to leveraged trading, and their derivatives and thus exercise the necessary caution when trading, making sure that they trade responsibly and within their risk thresholds and financial capabilities. The Company does not and shall not provide tax or regulatory advice, nor does it provide any other form of investment recommendations to clients. You understand that you shall make your own assessment of any transaction prior to entering into a trade/placing an order and shall not solely and exclusively rely on any information, material, or communication provided by the Company and our Affiliate Network without making your own independent decision.

4.9. Execution Basis Only

The Company shall engage with your trade activities/placement of orders and/or transactions on an execution basis only through its liquidity provider/ execution venue. You hereby acknowledge and accept that the Company shall not, at any time, provide you with any trust services and/or trading consultation or advisory services. You further acknowledge that the Company shall not be liable, in any way, for any operations or transactions you conduct through the account and/or on the trading platform.

4.10. Authorized User

Each registered client shall be the only authorized user of the Company's services and the corresponding account. Under this Agreement, you are granted an exclusive and non-assignable right to use and access the website, the client account, the trading platform, and the Company's systems, and it shall be your responsibility to prohibit access to said systems to any third party (such as, but not limited to, any next of kin and/or members of their immediate family).

4.11. Order Placement

The client shall be liable for all orders placed through the trading platform, and any orders executed by the Company through its liquidity provider on behalf of the client shall be considered to have been given by the client. The Company and/or its liquidity provider shall not be under any obligation to investigate such orders further. The Company shall not be liable to and/or shall not maintain any legal relations with any third party, other than the client, in relation to orders placed through the client's account and any position opened through the Company's platform(s) and system(s).

4.12. Third-Party Representation

If the client acts on behalf of any third party and/or on behalf of any third party's name, the Company shall not accept this person as a client and shall not be liable to this person regardless of whether such person is identified or not.

4.13. Derivative Products

Leveraged products are derivative products, and therefore do not confer ownership or proprietary interest in the underlying instrument. You understand and acknowledge that no physical delivery of any underlying asset shall occur when placing an order for execution through the trading platform.

4.14. Execution Venue

You agree that the Company will receive and then transmit your orders for execution to third-party liquidity providers.

4.15. Transaction Refusal and Cancellation

The Company may refuse and/or cancel your transactions/orders and withhold any profits derived from such transactions/orders in instances where the Company has reasonable grounds to believe that you are involved in any of the

actions described in clause 5.2. of this Agreement.

4.16. Service Modifications

The Company reserves the absolute discretion to offer, modify, or discontinue any of its services and/or products at any time, without prior notice. The availability of services and products may vary by jurisdiction, and certain services and products may not be available in some jurisdictions. Furthermore, the Company reserves the right to determine the volume, quantity, and liquidity of any product offered to the client. In addition, leverage restrictions might apply for certain jurisdictions and/or clients. The Company makes no representations or warranties regarding the availability of services and products in any specific jurisdiction.

5. Prohibited Actions

5.1. It is expressly prohibited to use the Company's services on behalf of and for the interest of any other person, whether legal or natural, for resale, or for commercial purposes.

5.2. The following actions are expressly prohibited when using the Company's services:

5.2.1. Engaging in any action with the intention of subverting any applicable laws and regulations, including but not limited to money laundering and countering the financing of terrorism laws and regulations.

5.2.2. Engaging in any action that violates public interests or the legitimate interests of others, especially when engaging in any actions that would directly or indirectly disrupt or interfere in any way with the usage of the Company's services and systems by other clients.

5.2.3. Engaging in any action that aims to cause or results in market manipulation.

5.2.4. Voluntarily and/or involuntarily partaking in arbitrage unrelated to market inefficiencies, including but not limited to latency arbitrage and swap arbitrage.

5.2.5. Acting contrary to good faith.

5.2.6. Abusing, in any manner, any of the Company's offerings (e.g., by maintaining multiple client accounts on purpose and being involved in identity or impersonation fraud). It should be noted that this is not an exhaustive list.

5.3. It is expressly prohibited, without the prior written consent from the Company, to modify, replicate, duplicate, copy, download, store, transmit, disseminate, transfer, disassemble, broadcast, publish, remove, or alter any copyright statement or label. Additionally, you may not license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any portion thereof, create derivative works based on any part of the properties, or exploit any aspect of the properties in any manner.

5.4. It is expressly prohibited to:

- a.** Employ deep linking, web crawlers, bots, spiders, or other automated devices, programs, scripts, algorithms, or methods, or any similar or equivalent manual processes to access, obtain, copy, or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of the Company's services in any manner for obtaining materials, documents, or information not intentionally provided through the Company's

services.

b. Attempt to access any part or function of the properties without authorization, or connect to the Company's services or any of the Company's servers/systems or networks of any services provided through the services through hacking, password mining, or any other unlawful or prohibited means.

c. Probe, scan, or test the vulnerabilities of the Company's services or any network connected to the properties, or violate any security or authentication measures on the Company's services or any network connected to the Company's services.

d. Reverse look-up, track, or seek to track any information of any other users or visitors of the Company's services.

e. Take any actions that impose an unreasonable or disproportionately large load on the infrastructure of systems or networks of the Company's services or the Company, or the infrastructure of any systems or networks connected to the Company's services.

f. Use any devices, software, or routine programs to interfere with the normal operation of the Company's services or any transactions on the Company's services, or any other person's use of the Company's services.

g. Forge headers, impersonate, or otherwise manipulate identification to disguise your identity or the origin of any messages or transmissions you send to the Company.

h. Use the Company's services in an illegal manner.

5.5. By accessing the Company's services, you acknowledge that the Company has the right to investigate any violation of the terms set forth in this Agreement and to unilaterally determine whether you have violated these terms. Upon establishing, at its absolute discretion, that you have breached the terms and conditions set forth herein, the Company may:

a. Take actions under relevant regulations without your consent or prior notice, such as blocking and closing order requests.

b. Freeze your account.

c. Report the incident to the authorities.

d. Publish the alleged violations and actions that have been taken.

e. Delete any information you may have published that is found to be a violation.

f. Refuse to pay any profit accumulated through your transactions with the Company.

5.6. The Company reserves the absolute right to void any (financial and/or trading) transactions deemed to be fraudulent or suspicious. In such cases, the Company, at its sole discretion, will take appropriate action to return the funds to their original source, where possible. This right is exercised if and when the Company becomes aware of, comes to its attention, suspects, or identifies any fraudulent activities associated with the transactions.

6. Risk Disclosures

- 6.1.** In respect to all available services provided by the Company, you hereby acknowledge, understand, and accept that:
- 6.1.1.** Leveraged products are highly speculative and risky. Trading in leveraged products is suitable only for clients who:
- a.** Understand the nature and risks of the product and are willing to assume the financial risks involved.
 - b.** Are financially able to bear losses exceeding their investment capital.
- 6.1.2.** Trading with leveraged products is not an appropriate investment for retirement funds. You represent and warrant that you understand these risks and that you are willing and able, financially and otherwise, to assume the risks of trading with leveraged products, and that the potential loss of your investment funds will not irreversibly damage your quality of life.
- 6.1.3.** High leverage can lead to quick losses. The high leverage associated with trading leveraged products can result in significant losses due to price changes and the inherent volatility of certain underlying assets. Clients must maintain the minimum margin requirements on their open positions at all times. It is the client's responsibility to monitor their account balance. The Company has the right to liquidate any or all open positions and cancel any or all orders whenever the minimum margin requirement is not maintained. The higher the leverage in an open position, the higher the risk of losing the entire investment capital when the market moves against your position.
- 6.1.4.** Prices on the trading platform may differ from prices elsewhere. The Company will provide indicative prices for every leveraged product to be used in trading, valuation of client positions, and determination of margin requirements. Although we expect these prices to be reasonably related to the prices of underlying assets available in the open market, the prices we report may vary from prices available to banks and other participants in the open market. We will exercise considerable discretion in setting and collecting margins from clients for their open positions.
- 6.1.5.** Marketing communications are for informational purposes only. The Company is not a financial advisor. The market recommendations provided do not constitute an offer to buy or sell or the solicitation of an offer to buy or sell any leveraged products provided by the Company. Each decision by the client to enter into a buy or sell order or other transaction with the Company and each decision on whether such order or other transaction is appropriate or proper for the client is an independent decision of the client. The Company does not act as an advisor, nor does it serve as a fiduciary to the client. The client agrees that the Company has no fiduciary duty to the client, and it shall not be responsible for any liabilities, claims, damages, costs, and expenses, including attorneys' fees, incurred in connection with the client following trading recommendations, actions, or omissions based upon any information provided by the Company.
- 6.1.6.** There is no central market or clearinghouse guarantee. Each transaction, order, or position opened by the client is a contract directly between the Company and the client. There is no clearinghouse and no guarantee by any other party of the Company's payment obligations to the client.
- 6.1.7.** No guarantees of profit. There are no guarantees of profit or freedom from loss in trading with leveraged products and/or virtual assets. The client has not received, nor shall they receive, such guarantees from the Company or any of its affiliates or representatives. The client should always be aware of the risks inherent in trading leveraged products and should consider and acknowledge their financial ability to bear such risks and withstand any losses incurred before dealing in leveraged products.

6.1.8. Clients may not be able to close or open positions. Due to market conditions, website maintenance, technical issues, system failure, or other circumstances, the Company may be unable to close existing positions, open new positions, or execute any other transaction at the level specified by the client, and the client agrees that the Company shall not bear any liability for failure to do so.

6.1.9. Service interference and malicious third-party attacks. There may be third-party or other attacks targeting computers/networks, spreading malware, running botnets, (D)DOS attacks, defacing websites, violations of network security, etc., which can materially alter, intercept, or otherwise interfere with the placement or execution of an order on the trading platform, or the transfer of funds to and from the client's account. The client acknowledges, understands, and accepts that the Company shall bear no responsibility or liability whatsoever in such an event.

6.2. The above risk disclosures are without prejudice to the Risk Disclosure Statement, which can be found on the website and must be read, understood, and accepted prior to the registration of a client account and the engagement of trading with the Company.

7. Fees, Commissions, and Charges

7.1. The provision of services and the performing of both trading and non-trading operations under the Agreement are subject to the payment of trade commissions, margin financing, deposit/withdrawal-related charges, and other fees (the "Fees") to the Company. The fee schedule is available at all times on the website.

7.2. The Company charges commission on carrying out operations to pay in/withdraw funds. The amount of commission for paying in/withdrawal of funds depends on factors such as the transaction amount, the type of transaction, the transaction currency, and the system/method of payment/withdrawal.

7.3. When placing orders in leveraged products, the applicable fees for executing the transaction or maintaining an open position or any other relevant fee may appear as a percentage of the value of the order. Therefore, the client shall be responsible for understanding what fees apply to their order and how fees are calculated in each case.

7.4. Any refund of client funds shall be processed in accordance with the Withdrawal and Refund Policy, which forms an integral and inseparable part of this Agreement. Refunds may be subject to administrative fees, as disclosed within the relevant Refund Policy.

7.5. The Company may change its fees and commissions from time to time. The Company shall have the right to amend the fee schedule without prior notice to the client.

7.6. The Company reserves the right to reject a withdrawal request in instances where it has reasonable grounds to believe that the instruction is being placed to abuse any of its offerings and/or is contrary to its policies and procedures.

7.7. The Client hereby acknowledges and agrees that, in the event the Company erroneously credits an amount to the Client's account which exceeds the amount rightfully due, the Client is under an immediate obligation to notify the Company of such overpayment and, upon demand, repay the full amount of the excess funds. The Client expressly agrees that any retention of such overpaid funds constitutes a material breach of this Agreement, including but not limited to the duty to act in good faith as stipulated herein.

Failure to return the excess funds promptly, upon the Company's request, will entitle the Company to pursue all legal and equitable remedies available under this Agreement and applicable law, including but not limited to the initiation of legal proceedings for the recovery of such funds, imposition of account restrictions, suspension of services, and termination of the Client's account. The Client further acknowledges that such actions may also result in additional liabilities, including legal costs, damages, and interest, which the Client shall be liable to pay in full.

8. Margin & Leveraged Trading

8.1. When executing transactions and placing orders for leveraged products, the client shall be required to deposit a margin amount. A leveraged order cannot be placed without a margin. The margin is deposited by the client in their client account or sub-account (depending on the type of service) and is held by the Company in corresponding designated client fund accounts in either bank accounts (for fiat margin) or wallets (for cryptocurrency margin), as displayed on the client account, with the specific client ID that has opened the leveraged position.

8.2. Clients must provide and maintain in their account and/or any relevant sub-account (depending on the type of service) the necessary margin in such amounts, and within such limits as the Company, in its sole discretion, may from time to time require to provide its services and keep the leveraged positions open. The Company may change margin requirements at any time without prior notice to the client, and the margin requirements may vary for different orders and/or leveraged products.

8.3. All margins shall be held by the Company, notwithstanding any provision or instructions to the contrary, as continuing security and shall be subject to a general lien and right of set-off in favor of the Company for any and all of your obligations, liabilities, or monies whatsoever at any time now or hereafter owing, due, incurred, or payable by the client to the Company under this Agreement or otherwise, whether present or future, actual or contingent, solely or jointly, or whether as principal or surety, and the Company may realize any client margin as provided for in this Agreement. Subject to the Company's rights under this Agreement, including, without limitation, the Company will not sell, transfer, loan, hypothecate, rehypothecate, or pledge any margin allocated to a client account or sub-account unless specifically instructed by the client, authorized under these terms, or compelled by a court of competent jurisdiction to do so.

8.4. Subject to the applicable regulatory framework, the Company may deposit in the Company's general account(s) or any other account or wallet (as applicable to the currency), any client margin and may commingle margin with the assets of the Company or other clients. Any margin and other assets held by the Company on behalf of clients shall be segregated from the Company's own assets, currencies, and property.

8.5. The Company and/or the Company's liquidity provider may aggregate client orders. The allotment or distribution of any asset pursuant to such order aggregation shall be at the Company's sole and absolute discretion. The client acknowledges and agrees that where the Company does act as a principal to any transaction, the Company may also take such actions as it reasonably requires to limit its liability/exposure under such transaction.

8.6. The Company may at any time liquidate the client's open positions or withdraw funds from client accounts, whether held by the Company for the client and bearing the client's ID, without notice:

- **8.6.1.** To ensure that the actual margin equals or exceeds the required margin to maintain open positions.
- **8.6.2.** To satisfy any payment obligation to the Company, including commissions, margin financing, and other costs

in respect of the clients' account.

- **8.6.3.** To prevent the accumulation of an excessive negative balance of open positions.

8.7. The client's open positions must be fully margined at all times. The client is responsible for monitoring their account and ensuring that the required maintenance margin is fully maintained to support open positions.

8.8. If the maintenance margin requirements are not met, open positions will be closed without additional notice, regardless of whether this results in a loss or a profit. It is important to note that the company bears no responsibility or liability for any outcomes resulting from such closures.

8.9. The Company reserves the right to use the client's funds from any account to cover the negative balance on the client's trading account.

8.10. In the event of a system failure or incorrect position calculation, the Company may either close the open position or use funds from the client account to keep the position open, whichever the Company sees fit in its absolute discretion.

8.11. The client acknowledges that trading on margin may be subject to taxation. The client shall remain fully and solely responsible for reporting, paying, settling, and/or remitting any and all taxes (whether on any income, capital gains, sales, value-added, or similar tax and so forth) to the appropriate tax authorities that have jurisdiction over which the client may be liable to pay tax. For the elimination of any doubt, the Company shall not be responsible nor liable for withholding, collecting, reporting, paying, settling, and/or remitting any taxes, which may arise from the client's participation in margin trading.

8.12. The Clients are entitled to withdraw any portion of funds corresponding to the free margin available in their Accounts to their Wallet, subject to applicable operational restrictions and any other limitations set forth by the Company. Notwithstanding this right, the Company reserves the right to suspend and/ or reject a withdrawal request in instances where it has reasonable grounds to believe that the said instruction is being placed to abuse any of its offerings and/or is contrary to its policies and procedures. In addition, the Company reserves the right to reject any withdrawal request if there are reasonable grounds to suspect that the request is being made with the intent to abuse the Company's Negative Balance Protection Policy ('NBP'), exploit off-quotes, profit on incorrect pricing from liquidity providers, or any other technical anomalies and/or errors. In such instances, the Company reserves the absolute right to cancel the withdrawal request and to make the necessary adjustments to the Clients' account(s), including but not limited to, the deduction of any and all profit derived from such errors or abusive activities.

9. Futures Trading

9.1. To conduct futures trading, you must register for and successfully open a crypto-futures trading sub-account with the Company. When registering for a futures trading sub-account, you acknowledge and represent that:

- **9.1.1.** You fully understand the inherently high risks of futures trading, including but not limited to the risk of major fluctuations in the value of virtual assets in futures trading, and the risk of intensifying adverse outcomes when leverage is used.
- **9.1.2.** You have sufficient investment knowledge and experience and the capacity to take risks arising from futures trading and agree to independently assume all the risks arising from engaging in futures trading.

- **9.1.3.** Before engaging in futures trading, you have read and understood all the contents of the Company's Futures Trading Services Terms of Use and the relevant Company Futures Platform Policies and have consulted relevant professionals to make informed decisions on whether and how to engage in futures trading, according to their recommendations and your own reasonable judgment and individual initiative.
- **9.1.4.** You agree and authorize the Company to take various reasonable measures at its discretion (including but not limited to forced liquidation and forced position reduction under specific circumstances) to protect the legitimate interests of all futures trading participants.

10. CONFIDENTIALITY AND PERSONAL DATA

10.1. The Company may collect client information directly from the Client or from other sources, including but not limited to credit reference agencies, fraud prevention agencies, third authentication service providers, other financial institutions, and providers of registers.

10.2. The Company's Privacy Policy, which is available at all times on the Website, forms an integral and inseparable part of this Agreement. The Privacy Policy outlines our commitment to protecting our Clients' privacy and provides an overview of how we collect, use, store, and disclose your personal information for the purposes of this Agreement. By registering for an account and engaging with our Systems and Services, you acknowledge that you have read, understood, and agree to be bound by the Privacy Policy.

10.3. Client information held by the Company shall be treated as confidential and will not be used for any purpose other than in connection with the provision, administration, and improvement of the Services, for research and statistical purposes, and for marketing purposes. Information already in the public domain or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

10.4. The Client agrees that the Company reserves the right to disclose Client information (including recordings and documents of a confidential nature, card details, and personal details) in the following circumstances, as (and to the extent) required:

10.4.1. Where required by law or a competent Court;

10.4.2. Where requested by a regulatory authority having control or jurisdiction over the Company or the Client, or their associates, or in whose territory the Company has Clients;

10.4.3. To relevant authorities to investigate or prevent fraud, money laundering, or other illegal activities;

10.4.4. To execution venues or any third party as necessary to carry out Client Instructions or Orders and for purposes ancillary to the provision of the Services;

10.4.5. To credit reference and fraud prevention agencies, third-party authentication service providers, and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification, or due diligence checks of the Client;

10.4.6. To the Company's professional advisors, provided that in each case the relevant professional shall be informed about the confidential nature of such information, and they shall be required to commit and agree to be bound by the same

confidentiality obligations set out herein;

10.4.7. Only to the extent required, to other service providers who create, maintain, or process databases (whether electronic or not), offer record-keeping services, email transmission services, messaging services, or similar services that aim to assist the Company in collecting, storing, processing, and using Client information or getting in touch with the Client or improving the provision of the Services under this Agreement;

10.4.8. Only to the extent required, to other service providers for statistical purposes to improve the Company's marketing processes. In such a case, the data will be provided in (statistical) aggregate form;

10.4.9. To market research call centers that provide telephone or email surveys with the purpose of improving our Services;

10.4.10. Where necessary for the Company to defend against legal claims or to exercise its legal rights;

10.4.11. At the Client's request or with the Client's consent;

10.4.12. To the Company Affiliates;

10.4.13. To successors or assignees or transferees or buyers of the Company;

10.5. The Company may share your KYC and other personal data with our Affiliate and/or Partner companies, i.e., Fiat Exchange Service Provider, Liquidity Provider pursuant to multi-party data transfer agreements.

10.6. The Client is required to provide accurate, complete, and correct personal information as requested by the Company.

10.7. The collection and processing of personal data are for the purpose of adhering to applicable regulatory legislation requirements, including but not limited to anti-money laundering laws. It also serves all related purposes within this Agreement, such as enabling the Company to fulfill its duties to the Client.

10.8. The Client acknowledges and consents to the Company's right, for the purposes outlined in section 10.7, to collect, record, organize, accumulate, store, update, modify, retrieve, utilize, disclose, anonymize, block, delete, destroy, and conduct other necessary actions with their personal data, in accordance with prevailing regulatory laws.

10.9. The Client agrees and permits the Company to retain, manage, and process personal data as described in this Agreement for the duration of the Agreement and for a period of years as described in the Company's Privacy Policy.

12. COMMUNICATION WITH CLIENTS

12.1. We will communicate with you via your registered e-mail, telephone, and/or messages/notifications within your Account. All our contact details are available on our Website. Any communication from you to us shall be deemed effective on the date and time of reception by us. It is your responsibility to ensure that you have read any and all communications that we may send you from time to time via any communication method.

12.2. It is your responsibility to inform us about any changes in your contact details.

12.3. You understand and acknowledge that our official language is English. The provision of any information, including

marketing material, any translated version of the Agreement, and/or any other communication, in a language other than English, is provided solely for convenience purposes, and the legally binding version shall always be the English language version of such documentation or communication.

12.4. Any communication sent to you by the Company is intended to be received by you, and only you. You are responsible for keeping any information we send to you private and confidential.

13. REPRESENTATIONS AND WARRANTIES

13.1. You hereby represent and warrant that you are able to access and use the Website(s); In particular, the jurisdiction where you reside, hold citizenship, or conduct business allows you to utilize the Services offered by the Company and to enter into binding legal agreements with the Company; and

13.2. You shall use the Website, the Trading Platform, and the Services at your own risk. You agree that the Company shall not be liable for any damages or harm you incur that arises directly or indirectly from your voluntary use of the Website, the Trading Platform, and the Company Services;

13.3. The information provided on the Website is for general information purposes only and is given in good faith. You acknowledge and warrant that you may act upon such information at your own risk, knowing that the Company shall not be held liable for any resulting losses or damages. The information provided through such mediums is selective, and the Company may not verify all information, which may not be complete or accurate for your purposes and should not be relied upon without further enquiry and personal research. The information should not be construed as a recommendation to trade or engage with the Services provided by the Company in a particular manner;

13.4. The Company does not warrant that the use of the Website will be uninterrupted or error-free. Among other things, the operation and availability of the systems used for accessing the Website, including public telephone services, computer networks, and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Website. The Company shall not be, in any way, responsible for any such interference that prevents your access or use of the Website and the Service. The Company shall not be responsible for any losses, expenses, costs, or damages resulting from interruptions, errors, or interferences.

13.5. The Company gives no warranty about the Website. Without limitation to the foregoing, the Company does not guarantee that the Website will meet your requirements or that it will be suitable for your purposes. To avoid doubt, all implied conditions or warranties are excluded insofar as is permitted by law including, without limitation, warranties of merchantability, fitness for purpose, title, and non-infringement.

13.6. The Company is an independent contractor but not an agent of you in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership, or franchise between you and the Company.

13.7. You agree that, unless otherwise expressly provided in these Terms, the Company will not be responsible for any modification or termination of the Company Services by you or any third party, or suspension or termination of your access to the Company Services.

13.8. You do not intend to hinder, delay or defraud the Company or any other Company Clients, or engage in any illegal

conduct and/or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities, or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union, or in any place of the world.

13.9. The Company denies all liability for the operation and reliability of the Website(s) when used within an online environment, where you or a third party is providing the computer equipment and/or internet services upon which the product is dependent for any part of its functionality.

13.10. By using the Services, you confirm that you understand that the timely operation of the Internet and the World Wide Web is governed by constraints beyond the control of the Company. You accept that the Company shall not be liable for any perceived slow operation of the Website, or any damages or losses that could result from slow operation or disruption of the Website.

13.11. By using the Services, you accept that all trade executions are final and irreversible and that the Company shall not be liable for the results of any trades or execution of Orders placed or initiated by you, along with any accompanying instructions given.

13.12. By using the Services, you accept that the Company reserves the right to liquidate any position at any time regardless of the profit or loss status of the position.

13.13. The Company does not warrant nor guarantee that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable, or correct; that any defects or errors will be corrected, or that the Service will be available at any particular time or location. You assume full responsibility and risk of loss resulting from your use of the Service and acknowledge that the Company shall not be liable for any resulting losses or damages.

14. INDEMNITY AND LIMITATION OF LIABILITY

14.1. The Client shall indemnify and keep the Company and its directors, officers, employees, or representatives indemnified against all direct or indirect liabilities (including without limitation all losses, damages, claims, costs, or expenses) incurred by the Company or any other third party in respect to any act or omission of the Client in the performance of his/her obligations under this Agreement and/or the liquidation of any financial instruments of the Client in settlement of any claims with the Company, unless such liabilities result from gross negligence, willful default, or fraud by the Company. This indemnity shall survive the termination of this Agreement.

14.2. The Company shall not be liable for any direct and/or indirect loss, expense, cost, or liability incurred by the Client in relation to this Agreement, unless such loss, expense, cost, or liability is a result of gross negligence, willful default, or fraud by the Company. The Company shall have no liability to the Client whether in tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under and/or in connection with the Agreement.

14.3. The Company shall not be liable for any loss of opportunity as a result of which the value of the assets of the Client could have increased or for any decrease in the value of the assets of the Client, regardless of the cause, unless such loss is

directly due to gross negligence, willful default, or fraud on the part of the Company.

14.4. The Company shall not be liable for any loss which is the result of a misrepresentation of facts, error in judgment, or any act done or which the Company has omitted to do, whenever caused, unless such act or omission resulted from gross negligence, willful default, or fraud by the Company.

14.5. The Company shall not be liable for any act or omission or for the insolvency of any counterparty, bank, custodian, or other third party which acts on behalf of the Client or with or through whom Transactions on behalf of the Client are carried out.

14.6. The Company is committed to ensuring continuity of the Services on the Website. However, the Company assumes no responsibility for any error, omission, deletion, interruption, delay, defect in operation or transmission, communications line failure, theft, or destruction, or unauthorized access or alteration of the site or Services. The Company denies responsibility for any problems or technical malfunction of any telephone networks or lines, computer online systems, servers or providers, hardware or software, or any technical failure due to technical problems or traffic congestion on the Internet, the site, or any Service. To the extent permitted by applicable law, in no event shall the Company be liable for any loss or damage arising from the use of the site or Services or for any content posted on or through the site or Services, or the conduct of all users of the site or Services, whether online or offline.

14.7. THE COMPANY AND/OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCE, FOR ANY DAMAGES INCURRED BY YOU, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE WEBSITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION THE QUALITY OR THE USEFULNESS OF INFORMATION PROVIDED THROUGH, OR AS PART OF THE WEBSITE(S), OR ANY INVESTMENT DECISION MADE ON THE BASIS OF THE INFORMATION, WHETHER THE DAMAGES WERE PREDICTABLE OR NOT AND WHETHER OR NOT THE COMPANY HAS BEEN ACQUAINTED WITH THE POSSIBILITY OF SUCH DAMAGES. LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL THE COMPANY'S CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT OF MONEY YOU TRANSFERRED OR DEPOSITED IN YOUR ACCOUNT ON THE SITE IN CONNECTION WITH THE TRANSACTION GIVING RISE TO SUCH LIABILITY.

14.8. It is the Client's responsibility to verify that all Transactions and Services received are not contradictory to any applicable law and to undertake any other legal duty emanating from the use of the Website at the Client's sole option, discretion, and risk, and the Client is solely responsible for ascertaining whether it is legal in the Client's jurisdiction and/or place of residence. The Client holds sole liability for all Transactions in their trading Account, including all credit/debit card Transactions or other means of deposit and withdrawal transactions.

14.9. The Client is responsible for securing their username and password for their account. The Client holds sole responsibility for any damage caused due to any act or omission of the Client causing or leading to unauthorized and/or inappropriate and/or irregular use of the Client Account.

14.10. The Client agrees and undertakes to bear sole responsibility for any decision made, or to be made in reliance on the content of the Website and/or the Trading Platform and no claim or suit of any kind will arise to that effect against the Company and/or its directors, employees, affiliates, or agents. The Company will hold no responsibility for loss of profits

related to the Website, Transactions carried out by the Client, Services, or any other damages, including special damages or indirect damages or circumstantial damages caused, except in the event of malicious acts made by the Company.

14.11. Without limitation to the foregoing and only in the event of definitive judgment by a court or other authorized legal institution resolving that the Company holds liability towards the Client or third party, the Company's liability, in any event, will be limited to the amount of funds deposited and/or transferred by the Client to the account in respect of the Transaction which caused the liability of the Company.

15. FORCE MAJEURE

15.1. The Company shall not bear responsibility for any harm of any form which may be caused to a Client in the event that such harm is the result of a force majeure event and/or any outside event which is not in the control of the Company. The Company shall not bear any responsibility for any delay in communications or failure of the Internet, including, without limitation, computer crashes or any other technical failure, whether caused by the telephone companies and various telecommunication lines, the ISP computers, the Company's computers or the Client's computers.

15.2. If the Company has sufficient grounds, it may claim force majeure events. Force majeure events include (without limitation):

15.2.1. any action, event, or occurrence (including, but not limited to, any strike, riot, or civil strife, terrorist acts, wars, natural disasters, accidents, fires, floods, storms, power outages, interruptions in the operation of communication equipment, software or electronic equipment, incorrect operation of any kind of equipment or software, instability in the quote stream, interruptions in the operation of or the instability of liquidity providers, etc.), which, in the Company's reasonable opinion, led to the destabilization of the market or the markets for one or more assets (instruments);

15.2.2. the suspension of work, the liquidation or discontinuation of any underlying instrument, or the absence of any event on which the Company bases prices, or the imposition of restrictions or special or non-standard terms of trade in any underlying instrument, or in respect of any such event.

15.3. If the Company has established that a force majeure event has occurred, the Company shall have the right (without prejudice to the Company's other rights) to take any of the following steps without prior written notification and at any time:

15.3.1. cancel any or all Transactions and/or Orders the result of which is directly or indirectly affected by force majeure;

15.3.2. suspend or amend the application of one or all provisions of the Agreement as long as the force majeure event makes it impossible for the Company to comply with these provisions;

15.3.3. take or, on the contrary, not take any action in respect of the Company, the Client, or other clients if the Company reasonably deems it appropriate under the circumstances.

15.3.4. The Company assumes no liability for breach (improper discharge) of obligations if a force majeure event has interfered with that obligation.

16. DURATION AND TERMINATION OF THE AGREEMENT

16.1. The Agreement herein shall come into force for an indefinite term upon acceptance of these terms and conditions during the Account opening/registration procedure on the Website or through the Systems.

16.2. In case of any discrepancies between the text of the Agreement in English and its translation in any other language (if any), the text of the Agreement in English as a whole shall prevail, as well as the English version/text of any other documentation or information published on the Website.

16.3. The Agreement may be terminated in any of the following circumstances:

16.3.1. Each Party shall be entitled to terminate this Agreement at any time by giving the other Party 15 (fifteen) days' written notice. During the 15 days' notice, the Company may limit the services available to the Client, however, access will be granted to withdraw any remaining balance. During the 15 days' notice period, it is the Client's responsibility and obligation to proceed with the closure of any open positions and/or withdraw his/her remaining balance. In case the Client fails to proceed with the closure of his/her open positions during this 15 days' notice period, the Company reserves the right to proceed with the closure of the Client's open positions. Following the closure of the Client's open positions, the Company shall bear no responsibility or liability in relation to the outcome of such closure whether it results in profit or loss.

16.4. The Company shall be entitled to terminate this Agreement immediately, close all open positions, block the Client's account, and return any remaining funds (if applicable) and without giving prior notice under the following circumstances:

16.4.1. Death or legal incompetence of the Client.

16.4.2. If any application is made or any order is issued, or a meeting is convened, or a resolution is approved, or any measures of bankruptcy or winding up of the Client are taken.

16.4.3. In case the Client receives 2 warnings regarding verbal abuse against employees of the Company and/or against the Company.

16.5. The Company shall be entitled to terminate this Agreement immediately, and/or close all open positions, and/or cancel or delay any pending withdrawal requests and/or block/restrict the Client's account, and/or and return any remaining funds (if any) excluding any profit and without giving prior notice under the following circumstances:

16.5.1. The Client violates, or the Company has reasonable grounds to believe that the Client has violated, any of the Client's obligations under this Agreement and/or is in breach of any of the warranties and representations made by them in this Agreement.

16.5.2. If it comes to the Company's attention and/or the Company has reasonable grounds to believe that the Client has not reached the age of maturity in the country in which they are a resident or citizen, as applicable.

16.5.3. If it comes to the Company's attention and/or the Company has reasonable grounds to believe that the Client seeks to be, is or became a US Reportable Person or has become a resident of a jurisdiction, other than South Africa.

16.5.4. The Company has suspicion based on available information that the Client:

16.5.4.1. Is and/or has been using fraudulent means or was involved in a fraudulent scheme.

16.5.4.2. Has illegally and/or improperly and/or unfairly or otherwise gained an unfair advantage, over and/or to the detriment of other clients of the Company and/ or the Company itself;

16.5.4.3. Engages in trading strategies that are part of broader fraudulent schemes, including, but not limited to, using mirror trading to manipulate the company's trading systems. These strategies may also involve the participation of other traders or groups of traders, aimed at profiting through the manipulation of the company's trading systems and/or services. In addition, the Company reserves the right to cancel, revoke, or withdraw the Promo code and/or the Bonus provided by the Promo code and annul all or any portion of profits made when using the Bonus at any time in case of any suspected abuse of Promo codes by a participant, including but not limited to using multiple Promo codes on multiple accounts to mirror trades.

16.5.4.4. Where the Company reasonably believes that you are abusing any of its offerings (e.g., you voluntarily and/or involuntarily partake in arbitrage unrelated to market inefficiencies, including but not limited to, latency arbitrage and swap arbitrage, act contrary to good faith, maintain -on purpose- multiple Client profiles). It should be noted that this is not an exhaustive list.

16.5.4.5. Was unjustly enriched by using information which was intentionally and/or negligently and/or otherwise concealed and/or not disclosed in advance by the Client to the Company and/or for which if the Company had known in advance, it would have not consented and/or it would not have authorized the use of such information by the Client for the purposes of this Agreement; and/or

16.5.4.6. Has performed acts with the intention and/or effect of manipulating and/or abusing the market and/or the Company's trading systems and/or deceiving the Company and/or defrauding the Company; and/or

16.5.4.7. Has acted in bad faith during the performance of his obligations under the Agreement.

16.5.4.8. The Client being guilty, or the Company has suspicions that the Client is guilty, of malicious conduct or gross negligence or fraud or of using fraudulent means or was involved in a fraud scheme in relation to the performance of this Agreement.

16.5.5. The termination is required under applicable law.

16.5.6. If the Client does not or refuses to provide to the Company, his KYC documents if such documents were requested by the Company.

16.5.7. In case the Client uses and/or there are indications that lead the Company to reasonably believe that the Client uses different IP addresses from different countries and/or VPN and/or VPS during the course of executing any Transactions and/or trades through the Trading Platform. Whether the Client has provided notice to the Company of any change to its IP address and/or of the use of VPN and/or VPS is not relevant.

16.5.8. The Client has initiated a chargeback in relation to the funds held in the Client's Account. In case the Company identifies that the Client created any additional trading Account(s) following the chargeback dispute, the Company shall be entitled to, without giving prior notice, terminate the Agreement immediately, close all open positions, block the account(s), and return any remaining own funds (if applicable) excluding profits.

16.5.9. Where the Company identifies that the Client is involved and/or is using a high-frequency trading software with the purpose of manipulating the Company's systems and/or Trading platform and/or has illegally and/or improperly and/or maliciously and/or knowingly gained an unfair advantage over and/or to the detriment of other Clients of the Company and/or the Company and/or this high-frequency trading software is designed to abuse the Company's systems and/or Trading platform.

16.5.10. Where the Company identifies that the Client's funds and/or payment account(s) have been used to fund a third-party account and it has reasonable suspicion that the Client and/or third party is circumventing any of the clauses of the present Agreement by doing so and/or is acting in collaboration with a third party circumventing any of the clauses of this Agreement.

16.5.11. Where the Company identifies, or the Client notifies the Company, that the Client's account was accessed in a manner considered unauthorized, the Company reserves the right to immediately block the Client's trading account without prior notification. Under these circumstances, the Client will not be entitled to any profits made while the account was accessed without authorization.

16.5.12. Where the Company suspects or has evidence that the Client is engaged in suspicious trading or other activity or has breached any of the above terms or warranties. This may result in the unwinding of any Transactions and/or Orders the Client has entered into, including the liquidation of any open positions.

16.5.13. Where the Client commits any of the prohibited actions listed in this Agreement and specifically, in the section "Prohibited Actions".

16.5.14. If it comes to the Company's attention and/or the Company has reasonable grounds to believe that the Client has more than one non-terminated account(s) open with the Company.

16.5.15. Where the Company identifies that the Client's account was funded by a third party. The Company strictly prohibits any third-party payments into the Client's trading account. Furthermore, the Company reserves the absolute discretion to freeze the deposited funds and/or return the deposited funds to the original sender.

16.5.16. Where the Client engages in abusive and/or fraudulent trading activities and/or behavior, including but not limited to, mirror trading, latency abuse, off-quotes trading, latency arbitrage, swap arbitrage, or any other conduct deemed contrary to principles of good faith and/or should the Company has reasonable grounds to suspect that the Client has engaged in such activities, the Company reserves the absolute right, at its sole discretion, to cancel, revoke, and annul any trades executed on the Client's account(s) or any accounts associated with the Client. This includes the right to cancel, and/or void and/ or forfeit any profits, in whole or in part, derived from such abusive activities. Furthermore, the Company retains the absolute right to close any or all of the Client's accounts, recover any and all losses sustained as a result of these activities, and to terminate the Client's account pursuant to Section 16.5 of the Agreement, without prior notice or warning to the Client.

16.6. Notwithstanding the termination of this Agreement, any lawful rights or obligations that emerged prior to or during the termination will remain unaffected and the Client is required to pay and/or compensate the Company in relation to, inter alia, the below:

16.6.1. Any outstanding fees owed to the Company and any other due payments;

16.6.2. Expenses the Company has incurred while providing services under this Agreement, or as a consequence of its termination; and

16.6.3. Any losses incurred during the arrangement or settlement of pending obligations.

16.6.4. This clause shall survive the termination of the Agreement for the reasons stated in section 16 of this Agreement.

16.7. In relation to the termination of the Client's account, the Client acknowledges and agrees that the Company reserves the right, at its sole discretion, to choose not to terminate the Client's account but instead impose restrictions or take actions as outlined in this section. These actions may include, but are not limited to: closing any or all open positions, canceling or delaying pending withdrawal requests, blocking or restricting access to the Client's account, and returning any remaining funds (if applicable), excluding any profits. The Client understands that these measures are within the Company's sole discretion and may be implemented without prior notice. However, this does not waive the Company's right to proceed with the termination of the Client's account at a later stage.

16.8. Upon the termination of this Agreement, the Company shall not have any liability towards the Client in instances where the Client has not satisfactorily met his/her obligations as specified within the terms of this Agreement. Additionally, the Company reserves the right to fully enforce its contractual rights as stated herein.

17. ASSIGNMENT

17.1. This Agreement shall be personal to the Client, and the Client shall not be entitled to assign or transfer any of their rights or obligations under this Agreement. The Company may, at any time, assign or transfer any of its rights or obligations under this Agreement to a third party.

18. GOVERNING LAW

18.1. All the terms and conditions of this Agreement as well as any matters pertaining to this agreement, including without limitation matters of interpretation or disputes, shall be governed by the applicable Laws of South Africa.

18.2. The Company and the Client irrevocably submit to the jurisdiction of South Africa for the settlement of any disputes that arise in connection with this Agreement.

19. SEVERABILITY

19.1. If any term, provision, covenant, or restriction of this Agreement is held by a Court of competent jurisdiction to be invalid, illegal, void, or unenforceable, the remainder of the Agreement, provisions, covenants, and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The parties hereto shall use their commercially reasonable efforts to find and utilize alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant, or restriction.

19.2. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants, and restrictions of the Agreement without including any of such that may be hereafter declared invalid, illegal, void, or unenforceable.

20. INTELLECTUAL PROPERTY

20.1. The Company has exclusive intellectual property rights on all content, trademarks, service marks, trade names, logos, and icons that are the property of the Company, its affiliates, and agents, and are protected by copyright laws and international treaties and provisions. All Clients agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that the client receives from third parties or downloads and prints from the Website(s) of the Company.

20.2. The Client will not obtain any intellectual property rights in, or any right or license to use such materials or the site of the Company, in any other way other than as set out in this Agreement. Images displayed on the Website of the Company are either the property of the Company or used by the Company with the express permission of their rightful owner.

20.3. The Client agrees not to upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property rights (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of the Company.

20.4. By submitting content about the Company and/or its Services to any public area on the internet, including but not limited to blogs, message boards, and forums, you grant the Company a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform, and display the content (in whole or in part) worldwide and to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content.

21. TAXES

21.1. The Company is not a tax agent and thus shall not provide clients' financial information to any third parties. This information will not be disclosed unless officially requested by government authorities. The Client irrevocably accepts full responsibility for their actions according to current tax legislation valid at the place of residence/living of the Client regarding any performed Transactions, included but not limited to revenue/income tax.

22. CONTACTING US

22.1. If you have any questions about this Agreement, feel free to contact our support team at support@primexbt.co.za.