



## Terms & Conditions

**We strongly advise you to thoroughly review the Terms & Conditions before accessing the Website or utilizing any of the company's Services.**

17.09.2025

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## TERMS AND CONDITIONS

**We strongly advise you to thoroughly review these terms and conditions before accessing the website or utilizing any of the company's services.**

### PREAMBLE

1. These Terms and Conditions form a legally enforceable contract between DIGITAL TRADING GROUP OF CENTRAL AMERICA, S.A. DE C.V. (hereinafter referred to as "DTGoCA" "Company," "we," "us," or "our," as applicable), with its registered office at Av La Revolucion #Nivel 6 Apto. Local 12, San Benito, Presidente Plaza, Distrito San Slavador, El Salvador, and any individual or legal entity (hereinafter referred to as "Client," "you," "your," or "yourself," as applicable) who has successfully created an account and accepted these Terms and Conditions and other documentation during the registration process, and govern the relationship between the Company and the Client.
2. By accepting these Terms and Conditions, the Client also consents to and accepts all policies available on our website. The Client represents and warrants that he have reviewed these Terms and Conditions, along with the documentation constituting the Agreement (see Section Definitions and Interpretation of these Terms and Conditions point 7.), fully understands it, and agree to comply with all of its provisions.
3. If you do not consent to be legally bound by these Terms and Conditions and the Agreement, you should not accept these Terms and Conditions during the registration process nor should you visit, access, or use any of the Company's services or website in any way. Regardless of whether you accept these Terms and Conditions by registering for an account or utilizing the Company's services in any form, you are deemed to have agreed to be legally bound by the Agreement (including any amendments or modifications) in full through such actions.

### DEFINITIONS AND INTERPRETATION

1. In these Terms and Conditions, any capitalized terms will be understood as having the definitions provided below. Capitalized terms that appear in these Terms and Conditions but are not defined herein will have the meanings given in the other documents comprising the Agreement, as described in Section Definitions and Interpretation point 7. of these Terms

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and Conditions, or any other relevant document between the Client and the Company concerning his access to and use of the Services.

- a) "Account" refers to any account established by or on behalf of the Client to gain access to and utilize any of the Services. The Account enables entry to the Trading Platform and records all Transactions and Orders associated with the Client.
- b) "Account Balance" refers to the sum of the Client's Account taking into consideration of completed Order and deposit/withdrawal operation made within any period of time.
- c) "Affiliate" refers to any entity that directly or indirectly controls, is controlled by, or is under common control with the Company or the Client.
- d) "AML (anti-money laundering)" refers to any laws, regulations, rules, or guidelines that pertain to the prevention of money laundering, including but not limited to the maintenance of financial records, obligations to report transactions, and the implementation of measures to detect and prevent money laundering, that are applicable to the Company or the Client.
- e) "Applicable law" refers to all relevant or applicable statutes, laws (including rules of common law), principles of equity, rules, regulations, regulatory principles and requirements, notices, orders, writs, injunctions, judgements, by-laws, rulings, judgements, directives, proclamations, circulars, mandatory codes of conduct, guidelines, practice notes and interpretations (whether of a governmental or quasi-governmental body, court, regulatory, administrative or other authority, or self-regulatory organization of which the Company is a member), that are applicable to the provision, receipt or use of the Services, or any other products or deliverables provided, used or received in connection with the Services.
- f) "Client" refers any person being either a natural person or a legal entity, who has successfully opened an Account and agreed to the current Terms and Conditions during registration process.
- g) „Company“ refers to DIGITAL TRADING GROUP OF CENTRAL AMERICA, S.A. DE C.V. (hereinafter referred to as "DTGoCA," "Company," "we," "us," or "our," as applicable), with its registered office at Av La Revolucion #Nivel 6 Apto. Local 12, San Benito, Presidente Plaza, Distrito San Salvador, Municipio De San Salvador Centro, Departamento De San Salvador, El Salvador, follows to uphold the utmost standards of confidentiality and safeguard the privacy of its Clients, related individuals, and other persons whose personal data it collects and processes. This commitment includes providing clear and open communication regarding the scope and nature of such data processing, as well as informing you of any rights you may have in connection therewith.
- h) „Contract Specification“ refers to the basic terms of a trade of DADP or other Digital Assets (e.g. spreads, swaps, initial margin, required margin, the margin for opening and maintaining the position, minimum level orders of stop-loss, take-profit and limit orders, commission charges, etc., as applicable) for each type of DADP or other Digital Asset that is defined by the Company.
- i) "Control" (including, with correlative meaning, the terms "controlled by" and "under common control") refers to having, whether directly or indirectly, the authority or ability to govern or influence the management and decision-making processes of a person or entity. This authority may be exerted through the ownership of voting shares, contractual agreements, or other means.
- j) „DADP“ (Digital Asset Denominated Product)“ means a Digital Asset admitted to trading on the Trading platform, the value of which is quoted in BID and ASK pricing.
- k) „Digital Assets“ refers to a digital representation that can be stored and transferred electronically, using a distributed recording technology system, or similar or analogous technology, in which the records are linked and encrypted to protect the security and privacy of the transactions. As an essential characteristic, digital assets may be owned, exchanged, transferred, traded and promoted by individuals and legal entities. For the

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purpose of these Terms and Conditions this term includes Digital Currencies, its derivatives, token, leveraged token, stablecoin, tokenized stock, volatility token, tokenized futures contract, tokenized option or other tokenized derivative product such as Digital Asset Denominated Products and its derivatives.

- l) „Digital Currencies“ refers to encrypted or digital tokens or cryptocurrencies with a certain value that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form.
  - m) „Equity“ with respect to a Client’s Account refers to the aggregate of (i) the net of all realized profits and losses on executed Transactions and deposits/withdrawals to/from the Account; and (ii) unrealized profit or loss on Open Positions (after deduction of any fees and the application of any spread).
  - n) „Fiat Currency“ refers to government-issued currency, that is designated as legal tender in its country of issuance through government decree, regulation, or law.
  - o) „Free Margin“ refers to the amount of funds in the Client’s Account in excess of the Margin requirement and available as collateral for trading;  $\text{Free Margin} = \text{Equity} - \text{Margin}$ ;
  - p) „Funds“ refers to Fiat Currency or Digital Assets;
  - q) „KYC (Know Your Client)“ refers to guidelines and regulations in financial services that require the Company to verify the identity, suitability, and risks involved with maintaining a business relationship with a Client.
  - r) „Login Details“ refers to the combination of username and password issued by the Company to the Client, which is required for entry to the Account.
  - s) „Margin“ refers to the amount of collateral required by the Company, at its sole discretion, to open and maintain an Open Position and to cover the Customer's potential liability for any losses arising from any Transaction.
  - t) „Margin Level“ refers to the formula  $(\text{Equity}/\text{Margin}) \times 100$  which means the percentage (%) value based on the amount of Equity versus used Margin of the Open Position.
  - u) „Open Position“ refers to any position/Transaction that has been entered but that has not been closed yet, for example by opening a position going in the opposite direction.
  - v) “Order” refers to an instruction placed by the Client through the Trading Platform to make a Transaction.
  - w) “Parties” means the Company and/or the Client.
  - x) “Trading Platform” refers to the Company's online trading system, which encompasses its entire technological infrastructure, including computer equipment, software, databases, telecommunications hardware, trading interface, mobile applications, and all associated programs and technical resources. This system enables the Customer to access live market data, perform technical market analysis, execute Transactions, manage and cancel Orders, receive notifications from the Company, and maintain records of Transactions. Additionally, the Trading Platform facilitates the calculation of all mutual obligations between the Customer and the Company. The Company may outsource certain components of the trading software to third-party providers.
  - y) „Transaction“ refers any transaction (buy or sell) in Digital Assets arranged for execution on behalf of the Client under these Terms and Conditions.
  - z) „Website“ refers to the website at [www.finprime.pro](http://www.finprime.pro) , owned and operated by the Company, or such other website as the Company may maintain from time to time.
2. The section titles are provided solely for convenience and do not influence the interpretation of the content.
  3. Words indicating the singular form will also include the plural, and vice versa, and words referring to natural persons shall also apply to legal entities, and vice versa.
  4. Any neutral gender references shall be understood to include masculine and feminine genders, unless expressly stated otherwise.

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5. Any mention of a law or regulation should be understood to include references to that law or regulation as it may be amended, replaced, extended, re-enacted, or modified from time to time.
6. References to any agreement (including, without prejudice of generality of the aforementioned, the Agreement) or other document will be considered to include references to it, as this can be altered, amended, renewed or replaced from time to time and to all the agreements and documents that are denoted as complementary to it.
7. The following documents, along with his schedules and addenda, shall constitute the Agreement between the Company and the Client (referred to hereafter as the "Agreement") and shall be interpreted as an integral part of the Agreement:
  - a) Terms and Conditions;
  - b) Contract Specifications;
  - c) Privacy Policy and Cookies;
  - d) Complaint Handling Policy.

In addition, when using some features of the Services, you may be subject to specific additional terms and conditions applicable to those features.

### GENERAL PROVISIONS

#### ABOUT US

DIGITAL TRADING GROUP OF CENTRAL AMERICA, S.A. DE C.V. (doing business as "DTGoCA" is a company established under the laws of El Salvador, with registration number 2025-00191. The Company operates as a digital asset service provider under a valid license and is regulated by the National Commission for Digital Assets (referred to as the "CNAD"). Under this authorization, the Company is permitted to offer the following services:

- Carry out the exchange of Digital Assets for fiduciary money (FIAT) or its equivalent or for other Digital Assets, with its capital or that of a third party (referred to as "Exchange Services").
- Operate a platform for an exchange or commercialization of Digital Assets or Digital Assets derivatives.
- Promote, and manage all types of investment products in Digital Assets.
- The following operations when carried out on behalf of and for the benefit of third parties:
  - Transfer Digital assets or the means to access or control them, between natural or legal persons or between different acquirers, electronic wallets, or accounts of Digital Assets;
  - Safeguard, custody or manage Digital Assets or the means to access or control them;
  - Receive and transmit Orders to buy or sell Digital Assets or negotiate derivative Digital Asset;
  - Transmit Orders to buy or sell derivative Digital Assets.

(collectively referred to as the "Services").

#### EFFECTIVE DATE

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These Terms and Conditions are effective as of the date Client accepts the Terms and Conditions (the “Effective Date”). Client’s use of and Company’s provision of the Services are governed by these Terms and Conditions and other documents that form the Agreement (see Section Definitions and Interpretation of these Terms and Conditions point 7.).

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### AMENDMENTS

1. The Company reserves the right to alter, revise, or update these Terms and Conditions or any part of the Terms and Conditions or the Agreement at its sole discretion. Such modifications will be made by posting the revised Terms and Conditions and/or Agreement on the Website and notifying you of these changes through any communication methods we have on record with you. All changes will take effect immediately upon being posted on the Website. It is the Client's responsibility to periodically review the Website to ensure compliance with the current version of the Agreement. By continuing to use the Services after any changes have been posted and communicated, the Client agrees to be bound by the amended Terms and Conditions and Agreement. Notwithstanding the foregoing, the Client acknowledges that the Company has the right to require the Client to re-confirm his acceptance of the Agreement from time to time as amendments are made, and such acceptance may be necessary for continued access to and use of the Trading Platform, Account and/or Services.
2. If the Client does not agree to any of the changes made to these Terms and Conditions or the Agreement, the Client must stop using the Trading Platform, Account and the Services immediately and notify the Company in writing without delay. The Client acknowledges and accepts that the Client’s sole and exclusive remedy in such a situation is to discontinue the use of the Services and close the Account. The Client further agrees that the Company shall not be responsible for any losses or damages incurred by the Client or any third party due to any modifications or amendments to these Terms and Conditions or the Agreement.
3. Further, the Company reserves the right to amend, at any time, the Contract Specifications, available on the Website, by posting the new one on the Website, in order to respond to a number of situations including but not limited to specific market conditions. It is the Client’s responsibility to ensure that he remains informed, at all times, regarding the latest Contract Specifications, the Company has no obligation to inform the Client about the changes prior or after the change has been made.

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### COMMUNICATION

1. The Client agrees to provide the Company with a current and accurate email address, to promptly notify the Company of any changes to this email address, and to accept electronic communications from the Company at the email address provided. The Client also consents to receive all notices, statements, Account confirmations, and other communications from the Company through various electronic means, including email, the Trading Platform, apps or messaging services, SMS, or text messages to a mobile number provided by the Client, or any other electronic transmission method. These communications will be considered received by the Client when made available or sent by the Company, or 8 hours after being sent in the case of email, regardless of whether the Client has accessed them. For communications sent via mail or express delivery, he will be deemed received on the second business day after dispatch, irrespective of actual receipt by the Client.
2. The Client agrees that any notices, agreements, disclosures, or other communications sent electronically by the Company will satisfy any legal requirements that such communications be in writing. It is the Client’s responsibility to ensure that his contact information is up to date, and the Client waives the right to receive such notices if he fails to provide current

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- contact details. The Client acknowledges that he is fully responsible for reading all messages received from the Company through the Trading Platform or any other communication method.
3. If you wish to revoke your consent to receive electronic communications, you must send a notice of withdrawal to [support@finprime.pro](mailto:support@finprime.pro) . Should you choose to decline or withdraw this consent, we reserve the right to suspend or terminate your access to the Services.
  4. Unless explicitly stated otherwise, any notice, instruction, request, or other communication from the Client must be sent via email to [support@finprime.pro](mailto:support@finprime.pro)
  5. The Company shall not be held liable for any losses incurred due to delayed or undelivered communications sent by the Company to the Client.
  6. The Client acknowledges that the internet may not be a secure channel for transmitting sensitive information.
  7. The Client consents to the Company's recording of all communications between the Client and the Company, regardless of the form, including telephone, emails and chat messages. All telephone conversations between the Client and the Company, whether incoming or outgoing, may be recorded. The Client acknowledges and agrees that the Company is entitled to utilize these recordings as it sees fit, including but not limited to resolving disputes between the Client and the Company. The Company may also disclose copies of such recordings to regulatory bodies or other competent authorities without notifying the Client. The Company is under no obligation to furnish the Client with a copy of any such recording.
  8. All notices/information provided by the Company or received from the Client should be in the English language.
  9. In certain circumstances, depending on various factors, the Company may present additional disclaimers, notices, pop-up notifications, warnings, or inquiries (collectively referred to as "Disclaimer") to Clients. This may occur particularly during the onboarding process to obtain further information, verify details previously provided by the Client, convey critical warnings or information, or for any other reason deemed necessary by the Company. The Client is required to carefully review and heed any Disclaimer provided by the Company. PLEASE NOTE: The Client shall be held responsible for any damages incurred by the Company, including penalties imposed by regulatory authorities in any jurisdiction, arising from the Client's failure to adequately review and understand the content and implications of the Disclaimer, where such failure is not due to any fault of the Company. If the Client agrees to the Disclaimer—whether by clicking a checkbox, continuing to use the Website, or by any other means—without having fully read or comprehended the Disclaimer's content and significance, whether intentionally or negligently, this will be considered a violation of the Customer's obligations as outlined in Section Term and Termination of these Terms and Conditions.

## SERVICES

### TRADING PLATFORM AND SERVICES

1. The Company operates a Trading Platform that functions as a marketplace for Digital Assets and grants Clients the ability to buy and sell various Digital Assets and or Derivatives of those available on the Trading Platform at the prices and rates displayed on the Trading Platform, using his Account for such Transactions and utilize other Services offered by the Company. The Client is required to download and install the Trading Platform software from the Website and/or access the Account via the web-based platform (where applicable). The Client shall use the Trading Platform exclusively for the purpose of utilizing the Services

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- described in these Terms and Conditions, in compliance with and subject to the terms herein. The Client will receive the Login Details via email, which will allow him to log in to the Trading Platform and engage in trading Digital Assets offered on the Trading Platform.
2. The Client acknowledges and agrees that the Company is entitled to refuse the provision of any of the Services to the Client, at any time and at its sole discretion, without being obliged to inform the Client of the reasons to do so in order to protect the legitimate interests of both the Client and the Company. Likewise, the Company may, at any time and in its sole discretion, refuse to execute any Transaction, refuse to accept any submitted Order, impose or change limits on the Transaction amount or impose any other condition or restriction upon the Client's use of the Service, the Website and/or the Trading Platform, without prior notice.
  3. The Company reserves the right, at its sole discretion and without prior notice or liability, to modify, update, suspend, discontinue (either temporarily or permanently), or enhance the content, features, structure, functions, and user interface of the Trading Platform or any of its components. This includes, but is not limited to, the removal of certain features, functionalities or Digital Assets. Such actions may be taken for example to protect the Company's interests in response to any use of the Trading Platform and/or Services that may be reasonably construed as infringing upon the Company's intellectual property rights, or involving the distribution of malicious software such as viruses, worms, trojan horses, malware, or engaging in other harmful or unlawful activities.
  4. The Client agrees that the Company has the authority, at its sole discretion and without prior notice or liability to the Client, to suspend, either temporarily or permanently, or terminate his access to any or all of the Services, Account or the Trading Platform at any time, with or without reason. These actions, as well as other actions taken based on the provisions of this Section of the Terms and Conditions can be taken at any time and without obligation to compensate the Client for any losses that may result.
  5. The Company may, at its sole discretion, loan to the Client Company's Funds (referred to as the "Credit") exclusively for DADP and Digital Asset derivative trading purposes. The Company reserves the right to grant, revoke, or modify the amount of Credit available in the Client's Account at any time, which may impact the Client's Account. The Credit is not the property of the Client and therefore cannot be withdrawn by the Client. The Client may decline the Credit by providing notice to the Company via email within 24 hours of the credit being issued. The Company may, at its discretion, automatically extend Credit to the Client and subsequently withdraw such Credit without prior notice. The Client acknowledges that these actions may impact the Margin and Equity of his Account, and the Company shall not be held responsible for any resulting losses. Additionally, the Company will revoke all Credit granted to the Client if any Funds are withdrawn from the Account, including transfers between trading accounts or wallets. The Company may, under certain circumstances, provide Credit to the Client based on his deposits, trading activity, or as part of a special promotional offer.
  6. The Client is prohibited from reproducing, licensing, selling, transferring, or making accessible the Trading Platform or any information contained therein to any third party. Additionally, the Client must not remove or modify any copyright notices or other proprietary or restrictive markings present on the Trading Platform.
  7. The Company makes no representations, whether express or implied, regarding:
    - a) The continuous or uninterrupted availability of the Trading Platform at all times; access to the Trading Platform may be interrupted for example due to routine maintenance, repairs, or upgrades. The company is also not responsible for any connection issues encountered by the client caused by faulty internet infrastructure at place where the client is trying to connect from or on the way to the company servers.
    - b) The operational performance, quality, or functionality of the Trading Platform;

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- c) The absence of delays, errors, or defects in the Trading Platform and/or Services;
  - d) The Trading Platform's immunity from viruses or other harmful elements that may cause damage, corruption, or loss to the Client's data or other property.
8. The Client acknowledges and agrees that the Company reserves the right to perform routine maintenance and upgrades on the Trading Platform every Saturday between 9:00 AM and 5:00 PM server time (GMT). In addition to these scheduled maintenance periods, the Company may also conduct emergency maintenance as needed, which could result in downtime ranging from 1 to 20 minutes. During such downtime, the Client may be automatically logged out and will need to log back in to access the Services. Access to the Trading Platform, including the ability to submit Orders, transfer Funds, open new or close any existing position or perform any other related actions, will be temporarily unavailable. It is the Client's sole responsibility to ensure that he has sufficient margin to support his Open Positions during the downtime. The Company will not be liable for any losses incurred due to this downtime or maintenance.
9. The Client agrees not to:
- a) Utilize the Trading Platform and/or Website for any illegal activities or in a manner that contravenes the terms of the Agreement;
  - b) Interfere with or disrupt, or attempt to interfere with or disrupt, the normal operation of the Website, Trading Platform, or any associated hardware, systems, or networks. This includes knowingly or carelessly transmitting files that may contain harmful content capable of affecting the functionality of the Trading Platform;
  - c) Attempt to decipher, decompile, disassemble, or reverse engineer any software that underpins the Trading Platform and/or Website and Services;
  - d) Engage in any activities that could potentially interrupt or degrade the service quality of the Trading Platform for other users.
10. Due to a standardized nature of the third-party software utilized by the Trading Platform, which is designed for broader purposes and does not allow for modification of certain parameters, the abbreviation "CFD" may appear on the Trading Platform. It should be understood to refer to "DADP" as defined in these Terms and Conditions. This mislabeling does not alter the fundamental nature of the trading activities conducted with the Company.

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### ELIGIBILITY

- 1. The Services are available solely to individuals or legal entities who have not been previously suspended or barred from using the Services and who are legally competent to enter into binding contracts under the applicable laws of their country of residence or incorporation.
- 2. For individuals, you must reside in a country that is not classified as a Restricted Jurisdiction and be at least 18 years old or of legal age in your country of residence to open an Account and utilize the Services. For legal entities, the entity must be established, operating, or domiciled in a country other than the Restricted Jurisdictions to open an Account and access the Services.
- 3. The Services described in these Terms and Conditions are not intended for:
  - a) Any individual who is a U.S. citizen, resident, national, or protected person under 8 USC 1324b(a)(3); any entity organized under U.S. law; any U.S. financial institution along with its affiliates, branches, offices, or agents based in the U.S.; any trust controlled by a U.S. citizen, resident, national, protected individual, company, or financial institution; or any entity incorporated or organized outside the U.S. if a U.S. entity: (1) holds 50% or more of the equity interests, whether by voting rights or value; (2) holds a majority of the seats or memberships on the entity's board of directors; or (3) has the authority to direct, authorize, or control the entity's actions, decisions, or operations.

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- b) Residents of: Zimbabwe, Russian Federation, Haiti, Liberia, Eritrea/Ethiopia, Rwanda, Iran, Somalia/Eritrea, Crimea and City of Sevastopol, Iraq, Democratic Republic of the Congo, Sudan, Lebanon, Democratic People's Republic of Korea (North Korea), Libya, Guinea-Bissau, Central African Republic, Yemen, South Sudan, Myanmar, Algeria, Burkina Faso, Lao People's Democratic Republic, Nepal, Syria, Venezuela, Cuba, Ukraine, Afghanistan, Algeria, Bhutan, Bolivia, Botswana, Myanmar, Belarus, Chad, Gabon,
  - c) Individuals in jurisdictions where accessing or using the Services or Trading Platform would be illegal due to nationality, domicile, citizenship, residence, or other factors.
  - d) Individuals and legal entities in jurisdictions where the provision or availability of the Services or Trading Platform is prohibited or in conflict with local laws or regulations, or where such actions could subject any Company member to local registration or licensing requirements  
(collectively referred to as the "Restricted Jurisdictions"). This list may not be exhaustive and is subject to updates, which will be posted on the Website. Clients should check the Website for the current list of Restricted Jurisdictions before accessing their Account or the Trading Platform.
4. It is the Client's responsibility to ensure compliance with applicable laws in his jurisdiction before initiating the registration process, applying for an Account, or using the Services and/or Trading Platform.
  5. The Client recognizes and agrees that if he travels to any Restricted Jurisdictions, the availability of the Services may be restricted, and his access to the Services could be blocked. The Client understands that such restrictions may affect his ability to conduct trades on the Trading Platform or utilize the Services in any manner. The Client agrees not to attempt to bypass these restrictions, including but not limited to using a virtual private network (VPN) to alter his IP address.
  6. Further, Services covered by this Terms and Conditions are not addressed to an entity or individual on the United Nations ("UN") Security Council Consolidated List, or any other applicable national, international, regional or foreign government watchlists or sanction list, or affiliated with companies, groups and entities subject to such sanctions, or otherwise represent such natural or legal person. In the event that we are required, in accordance with any sanctions program or watchlist or sanction list, or our policies designed to comply with these sanctions programs and lists, we may:
    - (i) suspend your Account; (ii) terminate your Account; (iii) restrict your Account; (iv) return Funds to the destination of its origin or to an account specified by authorities; (v) block funds in your Account that are the property of a sanctioned person, or (vi) require you withdraw Funds from your Account within a certain period of time.
  7. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our complying with Applicable Laws, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.
  8. Further, the Services governed by these Terms and Conditions are not intended for use by individuals or entities involved in the following activities:
    - a) Drugs, Illicit Substances, and Drug Equipment: Involvement in the sale or distribution of controlled substances, or any products designed for manufacturing, consuming, or concealing drugs.
    - b) Illegal Business Activities: Engaging in any business operations that are prohibited by Applicable laws, regulations, statutes, or ordinances.
    - c) Counterfeit or Stolen Goods: Engaging in the sale of counterfeit or replica goods, items distributed by unauthorized or unlicensed retailers, goods that have been illegally imported or exported, or stolen property.

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- d) **Infringement of Intellectual Property Rights:** Conducting business activities that infringe on any patents, copyrights, trademarks, or other intellectual property rights protected under Applicable law.
- e) **Fraudulent Financial Schemes:** Participating in or promoting fraudulent schemes such as multi-level marketing, pyramid or Ponzi schemes, or referral marketing.
- f) **Restricted Financial Services:** Offering services such as check cashing, bail bonds, or operating as a collection agency without proper authorization.
- g) **Unlicensed Providers in Regulated Industries:** Providing services without the necessary licenses in regulated sectors, including foreign exchange services, lotteries, and gambling.
- h) **Other High-Risk Businesses:** Engaging in any business activities that are classified by the Company as high-risk based on Applicable laws, including anti-money laundering (AML) and counter-terrorism financing (CTF) regulations, which are perceived to pose significant financial or legal risks, potential liabilities, or are likely to be involved in violations or crimes.

These categories (collectively referred to as "Restricted Businesses") may not constitute an exhaustive list. The Company reserves the right to update the list of Restricted Businesses as necessary, and any updates will be published on the Website. Clients are responsible for reviewing the Website before accessing his Account or the Trading Platform.

- 9. We retain the right to assess your eligibility to access and use the Account, Trading Platform, and our Services at any time by reviewing your adherence to the eligibility criteria outlined herein. In the event of any modification, revision, or expansion of these eligibility criteria, we may reevaluate your eligibility based on the updated standards.
- 10. Any individual or entity that fails to satisfy the eligibility and residency criteria outlined in these Terms and Conditions, yet proceeds to use the Services or access the Trading Platform, will be considered in violation of these Terms and Conditions. As a result, such person or entity may have any Funds, proceeds or other property, confiscated.
- 11. PLEASE NOTE: The Company does not target customers from the European Union, the United States, Australia, New Zealand, or Japan, nor does it direct its marketing activities toward acquiring customers from these jurisdictions.

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### ACCOUNT SET UP AND REGISTRATION

- 1. To qualify as a Client, create an Account, and utilize the Trading Platform and the Services, each prospective Client must successfully complete the online registration process as specified by the Company at the Company's sole discretion.
- 2. These Terms and Conditions shall govern each and every Account of the Client that is opened or reopened with the Company, regardless of any modifications or changes in the Company's personnel, or any of its successors, assigns, subsidiaries, affiliates, or representatives, at any time.
- 3. The Client is granted an exclusive and non-assignable right to the use of and to access the Account. The Client must ensure that no other person, including but not limited to relatives or immediate family members, obtains access to or conducts any Transactions through the Account designated for the Client's use.
- 4. The Client is prohibited from establishing more than one Account. However, each Account can consist of multiple trading sub-accounts as long as the Client does not engage in improper use of his accounts (for instance, by excessively leveraging or exploiting negative balance protection), the accounts will remain active. If the Company suspects any such misuse, it reserves the right to initiate an investigation and may suspend or terminate the Account. If the Client establishes more than one Account, the Company reserves the right

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- to consider these Accounts as a single Account held by the Client. Consequently, the Company may, at its sole discretion (though it is not obliged to do so), transfer available Margin or other Funds between these Accounts and apply any available balances to discharge Margin requirements or to settle obligations across any or all of the Client's Accounts. This transfer may occur even if it leads to the closing of Open Positions in the Account from which the Margin or other Funds are moved.
5. The Company reserves the right to restrict access to the Trading Platform and/or Services based on specific hardware devices and compatible software. The Company does not guarantee that the Trading Platform and/or the Services will be accessible through all manufacturers of electronic devices or software developers.
  6. The Client is obligated to ensure that his use of the Trading Platform and the Services complies with these Terms and Conditions as well as all relevant laws applicable to such use. The Client agrees that while using the Trading Platform, he must:
    - a) keep his computer systems in good working condition and ensure he are compatible with the Trading Platform;
    - b) perform any tests and provide any information the Company reasonably requires to confirm that the Client's computer systems meet the specifications set by the Company from time to time; and
    - c) regularly perform virus scans.
  7. Further, the Company has the right to:
    - a) limit or deny access to the Trading Platform whenever it considers such actions necessary to ensure its smooth operation and to safeguard the interests of other clients and the Company itself.;
    - b) at its sole discretion, nullify Transactions, suspend, terminate, or reverse any Orders, and make any necessary adjustments to Account Balances if it suspects or identifies any fraudulent behavior, manipulation, arbitrage, or any other deceptive or unlawful activities in a Client's Account. This also applies if the Client, either intentionally or unintentionally, misuses any bonus incentives provided by the Company. In such cases, the Company is entitled to reclaim any profits and impose any costs it deems improperly obtained and shall not be responsible for any cancellation of Orders or profits, or for any damages or losses that may arise from such actions, including the cancellation, suspension, closure, or reversal of Orders.
  8. The Company retains the right to deactivate and archive a Client's Account if it qualifies for archiving. An Account with no remaining Account Balance and no trading activity for three (3) consecutive months will be deemed inactive by the Company (referred to as the "Inactive Account"). In such instances, the Company may deactivate and archive the Account without prior notice to the Client. By accepting these Terms and Conditions, the Client agrees and authorizes the Company to deactivate and archive his Account under these conditions. Should the Customer wish to reactivate the Account, the Company may do so at its sole discretion, provided the Customer meets the request to update KYC documents.
  9. An Account that has no remaining Account Balance and has been inactive for twelve (12) consecutive months will be classified as abandoned by the Company. The Company reserves the right to consider any Funds in such an Account as abandoned without notifying the Client. The Company reserves the right to move Funds to a special account and/or wallets operated by third parties which might bear staking rewards or interest for the Company as a compensation for expenses born by the Company in relation to the abandoned Account. The Client recognizes that he is not entitled to any profits derived from these accounts and assumes all counterparty risk associated with any such products. The Company may also report and handle these Funds in compliance with relevant laws concerning unclaimed property.

### SECURITY

1. The Client is responsible for maintaining rigorous and ongoing security measures to safeguard his security credentials. This includes ensuring that unauthorized access, misuse, loss, modification, alteration, theft, or breaches of his security information are prevented.
2. The Client is entirely responsible for ensuring the confidentiality and security of his Account details, including Login Details, authentication methods, devices used to access the Account, private and public keys, backup data, and any other relevant information. This responsibility extends to all activities associated with the Client's Account. In the event of suspicious activity related to the Client's Account, the Company may, at its discretion, request further information from the Client, such as authentication documents, and may suspend any Transactions pending review. The Client is required to comply with such security requests or face the potential termination of his Accounts and the Agreement. The Client assumes full responsibility for all Orders and the accuracy of any information transmitted via the internet using his Login Details. The Client acknowledges that the Company will not be liable for any unauthorized use of Login Details.
3. The Client must promptly inform the Company of any actual or suspected unauthorized access or use of his Account or Login Details, or any other security breaches, by emailing [support@finprime.pro](mailto:support@finprime.pro) . Please be aware that timely reporting of a security incident does not ensure reimbursement for any losses incurred or establish the Company's liability for any damages resulting from the breach.
4. The Client is responsible for implementing adequate security measures to protect his data. These measures include, but are not limited to:
  - a) Creating complex passwords with sufficient length and securely storing them using encrypted methods, such as password managers or external storage devices;
  - b) Safeguarding electronic devices from misuse, theft, or loss, ensuring that any Account-related data on these devices is backed up to secure external storage and encrypted;
  - c) Avoiding remote access to devices while logged into the Account;
  - d) Carefully reviewing and verifying all Transactions and actions prior to execution;
  - e) Confirming the Digital Currency addresses of intended recipients and avoiding transactions to addresses with unverifiable identities.

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### AML AND KYC RULES

1. The Company is dedicated to adhering to the highest standards of Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) compliance. To combat terrorism financing and money laundering activities, the Company implements a rigorous and thorough process of user due diligence, continuous monitoring, and reporting.
2. The Company reserves the right, at any time, to verify a Client's identity or the origin of his funds in accordance with any Know Your Customer (KYC) and AML requirements. This process, known as Client Due Diligence (CDD), may also include imposing limits on trading or withdrawals until the Client completes the necessary verification procedures. The Company also reserves the right to refuse to process a transfer, decline a withdrawal, or suspend or terminate the administration of Services if it has reason to believe that such actions are connected in any way to criminal activity or money laundering.
3. The Company may request documents such as a passport, driving license, national identification documents, utility bills, bank statements, tax statements, lease agreements, tax registrations or other forms of documentation to verify your identity. In some cases, you may also be required to undergo Enhanced Due Diligence (EDD), where additional information about you or your business may be requested. This could include details of your business activities, evidence of the source and origin of funds, an overview of your business

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structure, estimated turnover, key suppliers, and partners, or arranging meetings with our staff. EDD may be required, for example, if you exceed certain transaction limits imposed by the Company, whether in fiat or digital assets. Please note that EDD is just one of the criteria we consider when setting Transaction limits, alongside factors such as your risk profile, the nature of your business activities, or your chosen payment methods. Should there be any changes in your circumstances that could affect the accuracy of the information provided, you agree to notify us and provide updated information accordingly.

4. You agree to provide promptly any documentation, information, or records requested by the Company at any time, including, but not limited to, a self-certification permitting the determination of tax residence and status. Such information may include, but is not limited to, self-certifications as to beneficial ownership and control. The Company will not accept as Clients any individuals or entities unwilling to provide sufficient documents, data, and information as outlined in the Agreement. The Company will only accept new Clients who complete the appropriate registration procedures and provide all required verification documents and information to the Company's satisfaction. The Company is not responsible for any delays that may occur due to outstanding verification documents from the Client.
5. The Company maintains all records of Client Transactions for a minimum of seven years following the termination of the Agreement, and these records are maintained even if client will request deletion of personal data.
6. The Company is required to report any suspicious transactions to the relevant authorities and is prohibited from notifying the Client that his account has been flagged for suspicious activity. Any misuse of accounts may result in criminal prosecution. The Company continuously monitors all reported suspicious activities.
7. You acknowledge that the Company, either directly or through a third party, may conduct inquiries it deems necessary to verify your identity and protect against fraud. This may include, but is not limited to: (a) verifying identity information contained in public records (such as your name, address, previous addresses, or date of birth); (b) verifying account information associated with your linked bank account (such as your name or account balance); and (c) taking actions deemed necessary by the Company based on the results of such inquiries and reports. The Company will not be liable for any permanent or temporary inability to access or use any Services, including the inability to withdraw Funds or execute Transactions, as a result of any identity verification or screening procedures, provided that the Company complies with its legal or contractual obligations concerning these procedures.

## TRADING

### ORDERS AND ORDER EXECUTION POLICY

1. The Company is not obligated to monitor or provide advice to the Client regarding the status of any Transaction, to make Margin Calls or to close any of the Client's Open Position, except where it is explicitly required by these Terms and Conditions or any other relevant agreements or information provided by the Company. The Company shall carry out all Transactions on an execution-only basis.
2. In case of Transactions in DADP or other derivative products the Client can open and close a position via the Trading Platform and can add or modify orders by placing "buy limit", "buy stop", "sell limit", "sell stop", "stop loss" and/or "take profit" orders.
3. The Client acknowledges that Orders shall be executed at the bid and ask prices that are offered by the Company. Due to the high volatility of the market as well as the internet connectivity between the Client terminal and the Company's server, the prices requested by the Client and the current market price may change in the period between the Client

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placing his Order with the Company the time the Order is executed. Clients are encouraged to place risk reducing orders via pending orders, to avoid execution or connection delays, as these pending orders are placed on the server itself. The Client acknowledges that in the case of any communication or technical failure which results in the quotation of off-market prices on the quotes feed (i.e. prices to freeze/stop updating or price spikes), the Company reserves the right not to execute an Order or, in cases in which the Order was executed, to change the opening and/or closing price of a particular Order or to cancel the said executed Order.

4. The Client is fully responsible for all Orders placed through the Trading Platform, and any Orders received by the Company through this means will be assumed to have been placed by the Client. As long as Orders are submitted via the Client's Account or Trading Platform, the Company will reasonably presume that these Orders are from the Client and is not required to verify the origin of such Orders further. The Company will not have any liability or legal obligation to any third party other than the Client. An Order placed by the Client via the Trading Platform will only be considered received and will only become a valid instruction or binding contract between the Client and the Company once the Company has recorded the Order as executed. Until then, it does not constitute a binding contract between the Client and the Company.
5. The Client confirms and acknowledges full responsibility and liability for all Orders placed with the Company by his representative, including any Transactions resulting from those Orders. The Client agrees to indemnify and hold the Company harmless from any loss, damage, or costs arising from acting on such Orders. This indemnification will be applicable regardless of the reasons for the loss, damage, or expense, and will remain in effect regardless of any knowledge, actions, or omissions of the Company concerning any other Accounts held by other individuals or entities with the Company.
6. Given the size of the Client's Order and prevailing market conditions, the Company reserves the right to fulfill an Order partially only if necessary.
7. In connection with Exchange Services, the Client acknowledges that the Company operates as a full reserve exchange, meaning that all Orders must be placed on a pre-paid basis. The Client is required to deposit sufficient Funds into his Account before placing an Order. The necessary Funds, including any applicable Fees, will be reserved and held until the Order is fulfilled, canceled, expires, or is terminated. Any portion of the Order that remains unfilled will continue to be held until it is either filled, expires, or is canceled. The Client accepts that it is his responsibility to cancel any Order, either in whole or in part, that he no longer wish to be filled. The Client also understands that he may not always be able to cancel an Order before it is executed (in whole or in part) and that the Company is not responsible for fulfilling an Order after a cancellation request has been submitted.
8. In case of Exchange Services by clicking the 'Buy' or 'Sell' button on the Trading Platform, you authorize us to execute the transaction at the displayed Buy or Sell Price and agree to pay any related Conversion Fees, Exchange Fees, or other applicable charges. Orders that require more Funds than are currently available in your Account will not be executed and will be rejected. By submitting an Order, you acknowledge that the Company is not liable for canceling any part of it. Prior to placing an Order, you should ensure the following:
  - a) The amount of Digital Assets to buy or sell is correctly entered and verified;
  - b) You have reviewed the applicable purchase or sale rates for your Order;
  - c) You have checked any Fees or additional charges associated with the Order;
  - d) You understand the net amount to be transferred to your Digital Asset or Fiat Account.
9. The Company will not be held responsible for any delays, inaccuracies, or other issues in the transmission of Orders, instructions, or information from the Client to the Company resulting from circumstances beyond its reasonable control. Such delays may be attributable to a range of factors, including but not limited to market conditions such as high

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- volatility or issues with internet connectivity, such as slow or unstable connections between the Client's terminal and the Company's server.
10. The Company does not assure that any Order submitted by the Client will be executed. Factors influencing the completion of your Orders may include, but are not limited to, the reasons detailed in section Refusal to execute Order for which the Company may refuse to process and/or execute an Order, as well as compliance requirements and other pertinent considerations.
  11. We will inform you of any failure to execute your Order, outlining the reasons for the unsuccessful attempt (except where the failure is due to our decision not to process and/or execute the Order, as detailed in Section Refusal to execute Order). In case of Exchange Services we will seek your approval to resubmit and reprocess your Order based on the current Exchange Rate. Please be aware that we will not be held responsible for any issues or delays in Order execution arising from factors such as technical limitations or failures, or other conditions beyond our direct control.
  12. If we are unable to execute your Order due to compliance issues, we reserve the right to postpone its execution until the necessary compliance checks are completed. Any such Order will be subject to additional review within a reasonable timeframe. If we are unable to clear the Order due to insufficient information or other relevant reasons related to compliance, we may request additional details about your identity, the nature of the transaction, and other pertinent information needed to meet compliance requirements. Orders that do not comply with the relevant regulations and requirements, and for which the necessary information has not been provided, will not be executed. The Compliance team will not process such Orders under any circumstances if they are found to be non-compliant.
  13. In case of any event that may influence the price, amount or availability of any Digital Asset that is allowed for trading at the Trading platform, the Company reserves the right to make appropriate adjustment to the opening/closing price, size, value and/or quantity of the corresponding Transaction (and also the level or size of the corresponding Orders); restrict long/short selling, cancel trades, close any Open Positions the Clients have, cancel pending orders or even withdraw the specific Digital Asset from the Trading Platform without prior notice. Determination of any adjustment or amendment shall be at the Company's sole discretion and shall be conclusive and binding upon the Client. The Company shall inform the Client of any adjustment or amendment via the email or Trading Platform as soon as is reasonably practicable.
  14. Once your Order has been received by us (unless otherwise agreed between Parties) or executed, you cannot alter or revoke your authorization for us to finalize the Transaction.
  15. In case of Exchange Services if an Order has been partially completed, you may cancel the portion that remains unfilled.
  16. In case of Exchange Services if an Order cannot be fully executed due to insufficient funds, we may either cancel the entire Order or fulfill only the portion that can be covered with the available Funds.
  17. All Transactions, including the buying and selling of Digital Assets through the Service, are final and non-refundable.
  18. We do not accept returns or issue refunds, except where explicitly stated.
  19. In case of Transaction connected to the DADP and other derivative instruments Client's Orders (Buy/Sell, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit) are executed at the requested/declared price. However, during periods of volatile market conditions, during news announcements, on opening gaps (trading session starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, Buy/Sell Stop and Stop Loss orders may not be filled at requested/declared price but instead at the next best available price. In such case, Take

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- Profit orders below/above Buy Stop/Sell Stop orders or Stop Loss orders above/below Buy Stop/Sell Stop orders during activation will be removed. The same execution policy applies when a trading strategy is deemed as abusive, because it is aiming towards potential riskless profit or another strategy deemed by the Company to be abusive. Accordingly, placing a Stop Loss order will not necessarily limit the Client's losses at the intended amount.
20. In case of trading DADP or other derivative products certain circumstances it may be possible for your trading activity to cause the Account balance to become negative. In such cases negative balance will be reimbursed, given the cause was due to normal trading activity. In case the resulting negative balance is caused by intent of fraud, any kind of abuse or other malicious intent, as determined in our sole and absolute discretion, we may refuse to proceed with reimbursement and reserve the right to settle the negative balance by using Funds available on your other trading accounts. Furthermore, in cases where such fraud or malicious intent is the result of coordinated interference by a group, the Company will assess and take into consideration the actions of the group as a whole and its individual members when determining the appropriate measures to be taken under this provision of the Terms and Conditions.

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### MANIFEST ERROR

1. "Manifest Error" refers to an evident or obvious misquotation by the Company or any market, liquidity provider, or official price source relied upon by the Company in relation to a Transaction, considering the prevailing market conditions at the time the Order is placed as reasonably assessed by the Company. In evaluating whether a situation constitutes a Manifest Error, the Company may consider all relevant information it possesses, including market conditions and any inaccuracies or ambiguities in information sources or announcements. The Company will strive to act fairly towards the Client when assessing whether a Manifest Error has occurred. However, the Company will not consider any financial commitments, contracts, Transactions made by the Client, or any resulting losses when determining if a Manifest Error has taken place.
2. Regarding any identified Manifest Error, the Company may, but is not required to:
  - a) Adjust the terms of each affected Transaction to align with what the Company reasonably considers to be the accurate or equitable terms if the Manifest Error had not occurred; or
  - b) Annul any or all affected Transactions, thereby rendering them as if he were never entered into.
  - c) In case of such error, client is required to report the error back to the company. Placing trades which would abuse the error would be considered trading abuse by the company.
3. The Company will not be liable for any losses, including but not limited to lost profits, income, or opportunities, that the Client or any third party may incur due to a Manifest Error (including any Manifest Error by the Company) or as a result of the Company's decision to uphold, modify, or nullify any affected Transactions. The only exception to this is if the Manifest Error was caused by the Company's own intentional misconduct or fraudulent behavior, as determined by a final, unappealable judgment from a competent court.

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### REFUSAL TO EXECUTE ORDERS

1. The Company reserves the right to refuse to process, transmit and/or execute any Order at its discretion, without prior notice or explanation to the Client. This right may be exercised in, but is not limited to, the following situations:

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- i. If the Client Account lacks sufficient Funds to cover the purchase and any associated Fees and/or Margin;
  - ii. If executing the Order could disrupt the proper functioning or reliability of the Trading Platform or adversely impact market stability;
  - iii. If the Order or its execution could constitute Market Abuse;
  - iv. If the Order could involve money laundering activities in violation of Applicable laws;
  - v. If executing the Order could involve the misuse of confidential or privileged information, or the abusive manipulation of prices.
2. The Company reserves the right to reject the Order and/or amend its details in the event of a technical or other error.
  3. The Company has no obligation to cancel, all or any part of a Transaction, Order or any instruction that you seek to cancel through the Trading Platform. Without limitation of the foregoing, the Company bears no responsibility for transmissions that are inaccurate or not received by the Company, and we may execute any Transaction on the terms actually received by us.
  4. The Client acknowledges and agrees that if the Company declines to transmit or execute an Order, this decision will not impact any obligations the Client may owe to the Company, nor will it affect any rights the Company may hold over the Client or his Funds and assets.

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### MARGIN AND LEVERAGE REQUIREMENTS

1. As a prerequisite for engaging in transactions involving leveraged instruments, the Company mandates the provision of Margin to safeguard the Client's obligations to the Company in relation to potential losses arising from such Transactions. The "Leverage Level" refers to the ratio between the Margin and the market value of the open Transaction position it supports. By agreeing to these Terms and Conditions, the Client acknowledges that they have read, understood, and accepted the applicable "Leverage Levels" as published on the Website. The Company reserves the right, at its sole discretion, to modify the Leverage Level associated with the Client's Account(s).
2. The Company retains the sole and absolute discretion to establish and adjust Margin requirements or Leverage Levels at any time, without prior notice, to Account to cover any realized or unrealized losses arising from or related to Transactions. This includes the ability to modify Margin rates that were set when Transactions were opened. The Client may request a change to their account leverage by contacting the Company. The Client acknowledges that the Company may alter the leverage of the Client's trading Account at any time, without the Client's consent, either on a permanent or temporary basis. Any such change will be communicated to the Client through the Trading Platform or via email.
3. The Client is required to ensure that their Account consistently holds sufficient Funds to satisfy all Margin obligations (i.e., at least 100% of the required margin). Furthermore, the Company is authorized to consider any assets deposited by the Client as collateral to cover the Client's Margin obligations. The Client is required to ensure that their Account consistently holds sufficient Funds to satisfy all Margin obligations (i.e., at least 100% of the required margin). Furthermore, the Company is authorized to consider any assets deposited by the Client as collateral to cover the Client's Margin obligations. In addition, if the Client maintains multiple trading sub-accounts, the Company reserves the right, at its sole discretion, to allocate and transfer Funds between such sub-accounts for the purpose

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of meeting Margin requirements on any specific account where coverage is required. This reallocation may be performed without prior notice to the Client and in accordance with the terms and conditions governing the Client's relationship with the Company.

4. If the Client's Account lacks sufficient Margin or if the deposited Margin falls below the required levels as determined by the Company, the Company may, without prior notice, immediately close or terminate the Client's Transactions and Account. Without limiting the generality of the above, the Company reserves the right, but is not obligated, to begin closing the Client's positions if the Margin falls below 100% of the required Margin or Leverage Level. Should the Margin reach or drop below 30% of the required Margin or Leverage Level, the Client's positions will be automatically closed at the prevailing market price.
5. The Client acknowledges and accepts responsibility for monitoring the Margin in their Account, as displayed on the Company's Website, prior to opening an Account and/or placing any Order with the Company.
6. In case the client holds multiple trading accounts, and wallet with the company. Company might at sole discretion cover negative balance of one account with balance of other trading account or wallet.
7. In case client moves funds out of trading account, while having open positions and request withdrawal from his trading account – company will process his withdrawal only after all open positions on his trading account are in active trading hours, and balance of the trading account is positive. Negative balance of the trading account would be covered by balance of the wallet.

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### SETTLEMENT OF TRANSACTIONS

1. The Company will initiate the settlement of all Transactions immediately upon his execution. We will make commercially reasonable efforts to settle Transactions as promptly as possible, in case of Exchange Services typically on a spot basis, and within a maximum of five (5) days from the date you place the Order. In case of other Services, unless otherwise agreed, the settlement of Transactions shall be in accordance with the normal practice for the instrument or market concerned.
2. After executing an Order on your Account, the Company will provide confirmation of the Transaction at the earliest possible time by posting it on Client Account. However, the validity of the Transaction will not be affected by any delay in providing such confirmation. The Client is responsible for thoroughly reviewing the confirmation.
3. Orders and Transactions will be considered authorized and accurate as confirmed by you, unless we receive written notice to the contrary within three calendar days.

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### DEPOSITS AND WITHDRAWALS

1. You may credit your Account by transferring Digital Assets from an external Digital Asset address or by depositing Fiat currency from your bank account. The Company may impose fees for certain methods of Fiat currency deposit or withdrawal, such as bank wire transfers.
2. All deposits should be directed to the specified digital wallets, bank accounts, or debit cards and must comply with the payment instructions provided on the Website and/or Trading Platform. The Client acknowledges that the Company is not responsible for the duration of time it takes for Funds to reach the Company or for the Company's receipt of the Funds, as this depends on the blockchain or third-party providers. You understand and accept that

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- delays in processing Digital Asset deposits and/or debit card Transactions may occur due to network congestion, downtime, or disruptions in the Digital Asset network.
3. Should you choose to deposit Fiat currency into your Account, such funds will be held in a separate bank account that is entirely distinct from the Company's own accounts.
  4. The Company does not accept deposits from individuals or entities other than the Client. Should any third-party Funds be deposited, the Company retains the right to immediately suspend such transactions and handle these Funds in compliance with Applicable regulations and its own judgment. The Client acknowledges and accepts that the Company shall not be liable for any loss, damage, or expense incurred by the Client as a consequence of such actions.
  5. To place Orders and complete Transactions, it is essential that your Account maintains adequate funds. You may fund your Account and execute Orders using both Fiat Currencies and Digital Assets. Please be aware that the Company is not responsible for any errors, failures, delays, or issues related to the service providers you use for depositing into your Account. Note that deposits and withdrawals may be subject to certain limits, which will be displayed in your Account.
  6. You may choose to sell Digital Assets in exchange for Fiat Currency. By initiating such a transaction, you authorize us to deduct the necessary amount of Digital Assets to provide you with the desired Fiat Currency.
  7. Debit cards are also accepted for deposits. We retain the right to select and modify the payment processors we support at our discretion, with no prior notice. When using a debit card, you agree not to initiate a Chargeback except in cases of unauthorized use of the card or where explicitly permitted by law. Refunds will not be issued for reasons beyond our control, such as insufficient balance. In the event of a Chargeback, you will be responsible for any associated costs and fees, and you authorize us to deduct these charges directly from your Funds without prior notice.
  8. You acknowledge and accept that we reserve the right to adjust your daily debit card purchase limits at our discretion and without prior notification.
  9. You may request withdrawals from your Account for amounts up to the total balance available, minus Margin requirements and/or any outstanding obligations to the Company.
  10. Unless otherwise approved at the Company's discretion, withdrawals of Digital Assets from your Account will be sent to the original wallets from which the funds were deposited, and using the same method as the initial receipt. Processing times for Digital Asset withdrawals generally align with the speed of the relevant Digital Asset network. However, delays may occur due to network downtime, congestion, or disruptions. A minimum withdrawal amount of \$10 applies to all Digital Assets, and this threshold is subject to change.
  11. Withdrawals of Fiat currency may only be made to bank accounts in the Client's own name. Transfers to bank accounts held by third parties, including those authorized by third parties, are strictly prohibited. You acknowledge and accept that the timing of wire transfers for both deposits and withdrawals is subject to factors such as bank holidays, the internal procedures and regulations of your bank, as well as those of our associated banks and financial institutions. Additionally, you understand that delays may occur due to issues with our service providers, including downtime or disruptions.
  12. You are entirely responsible for the accuracy of the payment information you provide. The Company disclaims any liability for your funds if the payment details you supply are incorrect or incomplete. All withdrawals will be processed according to the payment instructions provided on the Website and the Trading Platform. Provision of incorrect payment details might result to permanent loss of your funds.
  13. At its discretion, the Company may require the Client to provide initial or additional Know Your Customer (KYC) documentation for withdrawal requests totaling 5000 USDC or more (or equivalent in different currency), with the exact amount subject to fluctuation based on

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current exchange rates. The Company also reserves the right to request such documentation at any time, regardless of the amount involved. Should the Client fail to submit the required KYC documents within 15 days of the request, the Company may deny the withdrawal request. Additionally, all withdrawals initiated by the Client must comply with the KYC and Anti-Money Laundering (AML) documentation requirements specified by the Company. The Company will make reasonable efforts to process such withdrawal instructions, subject to its discretion.

14. The Client agrees and acknowledges that the Company is not liable for any loss, damage, or expense incurred by the Client as a result of withdrawal requests or transfers.
15. Withdrawals will be processed only if the requested Funds are not derived from activities that breach the terms of the Agreement.
16. Company complies with Travel Rule requirements, therefore client must specify counterparty of withdrawals of digital assets. And the company might request additional information to verify the destination.

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### MARKET ABUSE.

1. The Company strictly prohibits quote arbitrage and any kind of market manipulation, including trades based on mistakes, inaccuracies, or incorrect price quotes. If we determine that any Transactions have been executed by exploiting delays in pricing or inaccuracies in price feeds, we reserve the right to intervene and cancel those Transactions.
2. The Client agrees not to utilize the Trading Platform for any Orders or Transactions related to activities that may involve fraud, illegality, or market abuse, or otherwise violate any Applicable laws. "Market Abuse," as defined in these Terms and Conditions, includes activities such as insider trading, wash trading, front-running, market manipulation, or any form of market distortion that contravenes Applicable laws. The Client is responsible for understanding and adhering to all relevant laws and regulations, and must ensure that his use of the Trading Platform does not lead to any legal violations by the Company.

### FINANCIAL TERMS

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#### COMISSIONS, FEES AND CHARGES

1. The provision of Services involves the payment of various charges, including commission, deposit/withdrawal fees, spreads, and other applicable fees (collectively referred to as "Fees"). These Fees are outlined on the Website. Additionally, Clients may incur costs directly payable to third parties.
2. Should the Fees at any point exceed the maximum rates permitted by Applicable law, the Fees will be automatically adjusted to comply with such legal limits.
3. The Company reserves the right to modify the Fees and charges applicable to Clients at its discretion and without prior notice. Any changes to the Fees will be communicated to Clients through the Website. It is the Client's responsibility to regularly check the Website for updates to the Fees before making any Orders.
4. The Client consents to having any applicable Fees deducted directly from his Account. For this purpose, the Company will be entitled to combine or make transfers between any of the Customer's Accounts and trading accounts. The Company retains the right to cancel any Client Orders as necessary to settle any outstanding obligations owed by the Client to the Company.

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5. For all types of DADPs offered by the Company, the commission (if applicable) and financing/ overnight fees are not incorporated into the Company's quoted prices and are instead charged explicitly to the Client Account. In the case of financing/ overnight fees, the value of Opened Positions in some types of instruments is increased or reduced by a daily financing fee 'swap' throughout the life of the trade. The financing fees are based on prevailing market interest rates. Details of daily financing/ overnight fees applied are available in the Website. The swap rate is mainly dependent on the level of interest rates as well as the Company fee for having an Open Position overnight. The Company has the discretion to change the level of the swap rate at any given time and the Client acknowledges that he will be informed by the Website or the Trading Platform. The Client further acknowledges that he is responsible for reviewing the contracts specifications located on the Website or the Trading Platform for being updated on the level of swap rate prior to placing any Order with the Company.

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### INTERESTS AND EXCHANGE RATES

1. Every Transaction involving the Exchange Services will incur a fee known as a "Conversion Fee" and, where applicable, a spread. The Conversion Fee applicable to each Transaction will be shown on the Website before the Transaction is completed. The Company reserves the right to alter the Conversion Fees at any time, and these fees are not fixed but may fluctuate.
2. The spread, which represents the difference between the BUY and SELL prices, varies depending on the Digital Asset and the size of the Order, as detailed on the Website and Trading Platform. The Client acknowledges that the Company provides a variable spread that may increase without prior notice. Details of the applicable spreads, including any Company mark-up, and Conversion Fees are available on the Company's Website.
3. Every transaction involving the Exchange Services will be subject to the applicable exchange rate at the time of the transaction. This exchange rate represents the value of the Digital Asset in Fiat currency as displayed on the Website. The exchange rate will be shown as either a "Buy Price," which is the rate at which you can purchase Digital Assets, or a "Sell Price," which is the rate at which you can sell Digital Assets.
4. You acknowledge that the Buy Price may differ from the Sell Price, and that a "spread" may be applied to the quoted exchange rate. By placing an Order, you accept the exchange rate provided at that time. We do not guarantee the availability of any specific exchange rate and cannot ensure that you will be able to buy or sell Digital Assets at a particular price or at any specific time on the open market.
5. Should you default on any payment obligations for Fees or other charges owed to us, we reserve the right, at our sole discretion, to reject any Orders you place, set limits on Transaction amounts, or impose additional conditions or restrictions on your use of the Services.
6. If you fail to settle any amounts due under this Agreement for a period exceeding 60 days, we will apply an interest charge of 1% per month, or the highest rate allowed by Applicable law, to compensate for loss of revenue and costs associated with collection efforts.
7. The Company will impose an inactivity fee of 35 USDC per month on Inactive Accounts. If the Account Balance is less than 35 USDC, the entire remaining Balance will be charged.

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### CLIENT REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

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#### REPRESENTATIONS AND WARRANTIES

## Terms & Conditions

1. Client represents and warrants that:
  - a) he possess the full rights and authority and capacity to enter into, execute, and fulfill his obligations under this Agreement. Additionally, the Client declares that there are no current or anticipated claims or legal proceedings known to him that would significantly impair his ability to meet his obligations under this Agreement.
  - b) he satisfies all the eligibility requirements specified in Section Eligibility of these Terms and Conditions.
  - c) if Client is a natural person, Client is of sound mind, legal age and legal competence;
  - d) if Client is not a natural person, Client is duly organized and validly existing under the applicable laws of the jurisdiction of its organization and the execution and delivery of the Agreement and all Transactions contemplated hereunder and performance of all obligations contemplated under the Agreement and all other transactions contemplated hereunder have been duly authorized by Client.
  - e) he are acting in his own capacity and not on behalf of any third party as a representative or trustee, unless he have provided the Company, to its sole satisfaction, with a power of attorney authorizing them to act on behalf of such third party.
  - f) the Company has not encouraged or suggested his involvement in trading with the Company based on any specific trading strategy, and that the Client has undertaken adequate research and inquiries to make an informed decision regarding his investments.
  - g) he is the rightful owner of all Funds deposited into his Account with the Company, and that such Funds are sourced from lawful origins, free from any connection to illegal or fraudulent activities. Should the Company have reasonable grounds to suspect a breach of this assurance, it reserves the right to take appropriate actions, which may include suspending the Account, blocking further deposits, refusing Orders, or delaying or denying withdrawal requests, without limiting its other rights under these Terms and Conditions. The Client acknowledges and accepts that the Company will not be liable for any losses, damages, or expenses incurred due to such actions.
  - h) The Client is not an employee, director, associate, agent, Affiliate, relative, or otherwise connected to the Company, other entities in the Company or Any affiliate thereof.
  - i) The execution of this Agreement will not constitute a contravention or infringement of any other contract or commitment to which the Client is subject.
  - j) The Client is not subject to any prohibitions, limitations, or constraints imposed by Central Banks or any governmental, regulatory, or supervisory authorities that would impede or otherwise obstruct the Client from entering into or fulfilling the obligations under these Terms and Conditions or any related transactions.
  - k) The Client agrees to use the Trading Platform and Services in accordance with all relevant legal requirements. The Company disclaims any liability for any unlawful or unauthorized use of the Trading Platform, Account, or Services by the Client. Should the Client have any uncertainties regarding the legality of using the Trading Platform and Services under the laws of any jurisdiction applicable to them, it is advised that he seek legal advice from a qualified attorney in that jurisdiction.
  - l) The Client confirms that the Digital Asset withdrawal address provided is exclusively under his control and ownership.
  - m) all information submitted to the Company during registration and subsequently is truthful, authentic, precise, current, and comprehensive in all significant aspects. The Client agrees to notify the Company in writing via email (using the Client's registered email address) of any changes to the information provided.
  - n) not to utilize the Services, Account, or Trading Platform for any unlawful activities, including but not limited to, money laundering, illegal gambling, financing terrorism, or engaging in malicious hacking.

## Terms & Conditions

- o) To refrain from using the Trading Platform, Services, or placing Orders and engaging in Transactions in violation of any market abuse regulations or in any other improper manner. This includes, but is not limited to, practices such as latency arbitrage, price manipulation, time manipulation, or any activities deemed illegal or designed to provide the Client with an unfair advantage. The Company reserves the right to determine, at its sole discretion, any actions that it considers inappropriate or outside the bounds of these Terms and Conditions and/or unfair business practices.
- p) The Client possesses sufficient financial resources and the necessary expertise to make well-informed decisions about funding and trading activities related to the Account.
- q) he have reviewed and comprehend the terms outlined in the documents constituting the Agreement (see Section Definitions and Interpretation of these Terms and Conditions point 7.).
- r) The Client agrees not to engage in any actions or behaviors that could harm the Company's reputation.
- s) When corresponding with the Company via email, the Client shall use exclusively the email address provided to the Company during the registration process.
- t) The Client affirms possessing the requisite experience and expertise to handle Digital Assets and blockchain technologies, including a comprehensive understanding of his operational framework. The Client acknowledges awareness of the benefits, risks, and limitations associated with Digital Assets and blockchain systems and takes full responsibility for any decisions made based on this knowledge.
- u) The Client confirms that he is not a Politically Exposed Person, either domestically or internationally, as defined by the Financial Action Task Force (FATF).
- v) to notify the Company without delay if (i) he become subject to any laws enforced by OFAC, OFSI, the EU, the UN, DFIAT, or any other governmental authority imposing economic sanctions or trade restrictions, (ii) he are or become situated, organized, or residing in a country or territory that is the target of sanctions imposed by OFAC, OFSI, the EU, the UN, DFIAT, or any other governmental body, or (iii) he become aware that he or any Funds, or any transactions involving such Funds, are or may be subject to investigation, including relevant details thereof.

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### ACKNOWLEDGEMENTS

- 1. The Client acknowledges that:
  - a) the Company does not provide financial, legal, tax or regulatory advisory services concerning investments or trading in Digital Assets via the Trading Platform. Any information, materials, or features provided through the Website, Trading Platform, marketing activities, training events, or other channels are intended for general informational purposes only and do not constitute personalized advice tailored to the Client's individual circumstances, financial status, or specific requirements. The Client acknowledges that he is responsible for independently evaluating any Transaction before proceeding with a trade and should not depend on any opinions, materials, communications, or analyses provided by the Company, its Affiliates, employees, or related entities as advice or recommendations. The Company disclaims any liability for losses or damages, including but not limited to loss of profit, that may result directly or indirectly from the Client's use of or reliance on such information.
  - b) The Company's Services exclude the provision of investment advisory services. Any investment-related information disseminated or made available by the Company or its representatives is intended solely for informational purposes and does not constitute investment advice under any circumstances. The Company makes no representations or guarantees regarding the outcomes of any Transaction.

## Terms & Conditions

- c) The Company does not act as an advisor or fiduciary to the Client and explicitly denies any such obligations.
  - d) No physical delivery of a DADP's that he traded through the Trading Account shall occur.
  - e) All Transactions will be performed only through the Trading Platform provided by the Company and the DADPs and other similar derivative products are not transferable to any other Trading Platform whatsoever.
  - f) The Services may involve Transactions in instruments not admitted to trading on regulated markets. By accepting these Terms and Conditions the Customer acknowledges and agrees that he has given express prior consent to the execution of Orders by the Company outside a regulated market.
  - g) The Company is the only execution venue in relation to his Transaction, Orders and other trading activity under the Agreement. Although the Company may transmit his Orders for execution to third-party liquidity providers, contractually the Company is the sole counterparty to his Transactions.
  - h) The Company is not required to evaluate whether the Services are suitable or appropriate for the Client. Any comments, communications, or statements made by the Company or its affiliates concerning the suitability of the Services should not be interpreted as investment or legal advice and should not be relied upon as such. The Client acknowledges and agrees that he is fully responsible for assessing the nature, potential value, suitability, and risks associated with the Services. The Company does not offer advice or recommendations on Digital Assets, including his suitability, appropriateness, or investment strategies. If the Client has any concerns regarding the suitability of any investment, he should seek independent professional advice.
  - i) The Client bears sole responsibility for adhering to local tax laws and other applicable regulations. This includes determining any tax liabilities arising from Transactions conducted using the Services under these Terms and Conditions, and ensuring that any taxes due are accurately reported and paid to the relevant tax authorities. The Client acknowledges that the Company may be required to disclose information regarding the Client's transactions, payments, transfers, or distributions related to his use of the Company's Services to tax or governmental authorities as mandated by Applicable law. Additionally, the Company may withhold or apply taxes on Transactions, payments, or distributions to the Client as required by law. The Company may periodically request tax documentation or proof of taxpayer status from the Client in accordance with legal requirements, and failure to provide such documentation within the specified timeframe may lead to tax withholding or remittance as required by law. The Client is advised to perform his own due diligence and seek guidance from his own tax advisors before making decisions related to Transactions.
  - j) The Client assumes full responsibility for all investment strategies, Transactions, or investments, as well as the composition of any Account, and should not rely on the Company for these matters. The Client acknowledges and agrees that the Company will not be liable under any circumstances for any investment strategy, Transaction, investment, Account composition, or related tax implications.
  - k) The Company does not guarantee or provide assurances regarding the duration needed to process transactions involving Digital Asset wallets, bank accounts, or credit and debit cards. The timing and execution of such transactions are influenced by factors beyond the Company's direct control.
2. Client further acknowledges that:
- a) The information available on the Website and/or Trading Platform is intended solely for general informational purposes and is provided in good faith. Any action taken based on this information is done at the Client's own risk, and the Company will not be liable for any resulting losses or damages. This information is selective and may not be verified by the

## Terms & Conditions

Company; therefore, it may not be complete or accurate for the Client's specific needs and should not be relied upon without further investigation. It should not be interpreted as a recommendation to trade or use the Company's Services in any specific manner. The Company makes no express or implied representations, warranties, or guarantees regarding the accuracy, completeness, or timeliness of the content on the Website and Trading Platform. The Company disclaims any liability for errors, omissions, or inaccuracies in the information provided.

- l) His use of the Website, the Trading Platform and the Service is at his own risk. The Client agrees that the Company is not liable for any damages or harms arising out of his use of the Website, the Trading Platform and the Service.
- m) The Company makes no guarantee that the Website, Services, or Trading Platform will operate without interruption or errors, or be free from viruses or other harmful components that could damage or corrupt the Client's data or other assets. The functionality and accessibility of the systems necessary for accessing the Website, Services, and Trading Platform—such as public telephone networks, computer systems, and the Internet—may be unpredictable and occasionally hinder access. The Company is not liable for any disruptions or issues that affect the Client's ability to use the Website, Services, or Trading Platform. Furthermore, the Company disclaims responsibility for any losses, expenses, or damages arising from such interruptions or errors and reserves the right to suspend or terminate the Website at any time without prior notice.
- n) The Client is prohibited from introducing any malware, viruses, trojans, worms, logic bombs, or other harmful software or materials to the Services, Website, or Trading Platform.
- o) The Company is under no obligation to issue any replacement Digital Assets in the event that any Digital Asset or Login Details is lost, stolen, malfunctioning, destroyed or otherwise inaccessible.
- p) The Client accepts full responsibility for any risks related to the use and storage of information on his personal computer or any other electronic device used to access the Website, Trading Platform, and Services. The Client agrees to establish, manage, and uphold adequate security measures to protect his computer from unauthorized access, as well as to guard against computer viruses and other malicious or unsuitable software, materials, or data.
- q) The Company has no obligation to accrue or pay interest on any Funds deposited by the Client. The Client expressly relinquishes any claim to such interest.
- r) The Client will not be entitled to receive any forked coins for assets held in his Account in the event of a blockchain fork.
- s) The Client must not permit any third party, including relatives, to utilize his Account, Login Details, or identity to access or use the Services or Trading Platform, including for the purpose of depositing Funds from third parties. The Client will remain entirely liable for any actions taken on his Account by a third party who gains access using the Client's Login Details.
- t) The Company's decisions regarding actions such as restricting access to, suspending, or terminating your Account may be informed by confidential criteria critical to our risk management and security practices. You acknowledge that the Company is not required to reveal the specifics of its risk management and security measures to you.
- u) The Client is accountable for undertaking all necessary actions and measures to qualify for and receive any financial or other benefits offered to holders of Digital Assets. This includes, but is not limited to, claiming Digital Assets and specifying the wallet address to which new or additional Digital Assets, such as those provided via "airdrop," should be sent.

## RIGHTS AND OBLIGATIONS

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### CLIENT'S RESPONSIBILITIES & RESTRICTIONS

1. The Client shall not:
  - a) engage in any use or misuse of the Services that could disrupt or modify the functionality of the Services, Website, Trading Platform, or other systems utilized to provide the Services, or negatively impact the ability of any other Client to access or use the Services, Trading Platform, or Website;
  - b) engage in any illegal activity, which includes actions that contravene any laws, regulations, legal statutes, or other legal provisions applicable in the jurisdictions where we operate.
  - c) Violate Intellectual Property rights, including participating in transactions involving the Company's intellectual property assets;
  - d) Conduct Transactions intended to transfer Funds between accounts in a manner that could be considered deceptive or fraudulent, violating the principle of bona fide transactions, and such Transactions will not be processed.
  - e) Attempt to access the Trading Platform and the servers hosting the Website without authorization, or to view any materials beyond those for which access has been granted;
  - f) Engage in activities that compromise cybersecurity, including deploying unauthorized automated interfaces, submitting excessive data to overload or disrupt our hardware, software, or systems, attempting unauthorized access to another Client's account, or other actions that violate the Applicable Law on cyber security;
  - g) Execute simultaneous Buy and Sell Orders, or issue multiple Buy and Sell Orders, either individually or through collusion with others, with the intent to have these Orders counteract each other, thereby creating a disruptive or manipulative impact on the market.
  - h) provide Login Credentials to any third party;
  - i) Disclose any proprietary or confidential features or content of the Trading Platform to any third party.
  - j) Use the Trading Platform to develop a competing product or service, or to replicate any concepts, features, functions, or designs of the Trading Platform and/or the Services.
  - k) upload or enter any files into the Website or Trading Platform that could harm another individual's computing devices or software; submit content that may be deemed offensive, defamatory, discriminatory, or otherwise unacceptable at our sole discretion; or provide material or data that infringes on any laws, including copyrighted or proprietary information that you are not authorized to use.
  - l) engage in web scraping or data scraping on or related to the Trading Platform and/or the Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler;
  - m) attempt to probe, scan or test the vulnerability of any our system or network or breach or impair or circumvent any security or authentication measures protecting the Website, the Trading Platform and the Services.
  - n) publish content that includes any personal information of third parties, such as, but not limited to, addresses, telephone numbers, email addresses, social security numbers, or credit card information.
  - o) publish content that includes unsolicited advertisements, political endorsements, or commercial messages (commonly known as SPAM), as well as chain letters or user-generated content intended to mislead or deceive the Service users.
  - p) falsify any Digital Assets Wallet, Digital Assets Address, registration, exchange, or administration details provided to the Company or any of its Associates, impersonate another person.
  - q) use the Website or any Services for the purpose of evading tax obligations as mandated by Applicable laws.
2. If the Company suspects a violation of the provisions of this Section, it reserves the right to suspend the Client's access to the Trading Platform, his Account, and/or the Services, or to

## Terms & Conditions

terminate the Agreement immediately and without prior notice. The Company may also report the matter to relevant Government, law enforcement, or other authorities without notifying the Client. Additionally, the Company may seize or freeze any Funds (including Digital Assets in any Digital Asset Wallet of the Client) and assets and pursue other remedies available under the Agreement. The Company, at its sole discretion, may also transfer the Client's property to appropriate Government, law enforcement, or other authorities if deemed necessary.

3. The Company may suspend the Account, freeze the Funds within it, and/or terminate the Agreement under the following circumstances:
  - a) The Account is involved in ongoing litigation, investigation, or government action.
  - b) The Account has been accessed from a jurisdiction that is restricted or banned.
  - c) The Company suspects that:
    - 1) There is irregular or suspicious activity occurring within the Account.
    - 2) The Account has been accessed in a manner that is unauthorized or improper.
4. The Client is responsible for acquiring and maintaining all necessary equipment and ancillary services required to connect to, access, or utilize the Trading Platform and/or Services. This includes, but is not limited to, hardware, software, and networking components. A high-speed internet connection is essential for the effective use of the Services. The Client must obtain and maintain the network connections that link his network to the Trading Platform and/or Services, including compatible browser software that supports the protocols used by the Company. The Company is not obligated to inform the Client about any updates, fixes, or improvements to such software, nor is it liable for any data compromise, including Client personal data, transmitted via computer networks or telecommunications facilities that are not owned, operated, or controlled by the Company. The Company disclaims any responsibility for the reliability or performance of the connections described in this Section.

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### INTELLECTUAL RIGHTS

1. All rights, interests, and intellectual property rights, including but not limited to trademarks and trade names associated with or relating to the Company, are exclusively owned by the Company or its suppliers or licensors. These rights shall remain the sole property of the Company or its suppliers or licensors at all times.
2. The Company's trade names, service marks, and logos are registered trademarks and cannot be used without obtaining prior written consent from the Company. Unauthorized use of these trademarks in a way that might cause confusion, imply endorsement by the Company of any products or services, or disparage the Company is strictly prohibited.
3. The Website and Trading Platform may also display trademarks owned by third parties. These trademarks belong to its respective owners, who may or may not have any affiliation with the Company. Such trademarks are presented solely for identification purposes.
4. The Client acknowledges that his access to the Trading Platform and Services is limited. The Company provides the Client with a personal, non-exclusive, revocable, non-transferable, and non-sublicensable license solely for personal purposes, allowing the Client to use the Trading Platform in accordance with these Terms and Conditions. The Client agrees that the Company retains all rights, titles, and interests in the Trading Platform, the Website, and the Services, including, but not limited to, all associated software, graphics, user interfaces, logos, trademarks, patents, inventions, source code, copyrights, domain names, trade secrets, know-how, and other intellectual property or proprietary rights. These Terms and Conditions do not grant the Client any intellectual property rights beyond those necessary for the Client's use of the Account and Trading Platform as expressly permitted herein. The Client acknowledges that the Trading Platform, Website, and Services, and its components, are protected by relevant copyright, patent, trademark, and other intellectual property

## Terms & Conditions

laws. The Client must not use, copy, modify, distribute, transfer, publicly display, publicly perform, broadcast or in any other way exploit the Website or the Trading Platform or any content published on it.

5. The Company will hold exclusive rights to any information submitted by you, whether via email, through the Services, or in any other manner, that consists of suggestions, ideas, or feedback intended to modify or enhance the Service, the Website, or the Trading Platform (collectively referred to as "Feedback"). Such Feedback shall be considered non-confidential and will become the sole property of the Company. By providing Feedback, you transfer to the Company all rights, titles, and interests, including all related intellectual property rights. You forfeit any right to acknowledgment or compensation for Feedback or any subsequent changes made based on such Feedback.
6. The unauthorized collection, aggregation, reproduction, scraping, or any other form of derivative use of the Website or Trading Platform is strictly prohibited. This includes, but is not limited to, the use of data mining, robots, spiders, or similar automated tools for data extraction without obtaining prior written consent from us. These Terms and Conditions do not grant you any rights or licenses to engage in such activities, except as explicitly permitted within these Terms and Conditions.

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### CLIENT DATA AND CONFIDENTIALITY

1. We handle your personal information in compliance with the Applicable Law and other applicable legal obligations. The specific procedures and policies governing the processing of personal data for Clients are outlined in our Privacy Policy and Cookies Policy.
2. The Company ensures that Client data is maintained with the highest level of confidentiality. The Company will make reasonable efforts to protect Client data from unauthorized access or disclosure and will implement suitable administrative, physical, and technical measures to safeguard the security, confidentiality, and integrity of such data.
3. By establishing an Account with the Company and engaging in Orders and Transactions, the Client recognizes that personal information (which may include sensitive data) will be provided and agrees to the Company's processing of such information. This processing is necessary for fulfilling the Company's duties under the Agreement, managing the Client relationship, and enhancing the Services provided.
4. The Client hereby expressly consents to receiving marketing communications and acknowledges that such communications shall not be considered a violation of the Client's rights under any relevant data protection or privacy laws.
5. By providing any unsolicited information or materials to the Company, whether directly or through a representative, you acknowledge that such information or materials will not be treated as confidential or proprietary.

### INDEMNIFICATION AND LIMITATION OF LIABILITY

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#### INDEMNIFICATION

1. The Client agrees to defend, indemnify, and hold harmless the Company and its affiliates (as defined below) from any and all claims, suits, actions, demands, proceedings, or direct and indirect liabilities (including but not limited to losses, damages, costs, and expenses) arising out of or related to the following: (i) the Client's actual or alleged use, misuse, or failure to use the Trading Platform and/or Services; (ii) any failure by the Client to fulfill his obligations under this Agreement; (iii) any breach by the Client of any representation or

## Terms & Conditions

warranty made in this Agreement; (iv) any cancellation or termination of Transactions resulting in a negative balance; (v) any feedback, comments, or submissions made by the Client; (vi) any erroneous, false, incomplete, or misleading information provided for identity verification or source of funds; (vii) any violation of laws, regulations, or third-party rights, including but not limited to intellectual property rights, including: (a) claims made by the Client's employees; (b) claims related to any breach or default by the Client of his obligations under the Agreement or any breach of representations, warranties, covenants, or applicable laws; (c) negligence or intentional misconduct by the Client or his personnel; (d) failure by the Client to pay applicable taxes, contributions, or otherwise fulfill legal or contractual obligations. Indemnification obligations under this Section include claims arising from the Client's negligence. "Company Affiliates" refers to the Company's officers, directors, shareholders, parent companies, subsidiaries, agents, employees, successors, and assigns.

2. The indemnification obligations under this Section shall survive any termination or expiration of the Agreement or use of the Website or the Services.

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### LIMITATION OF LIABILITY

1. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE TRADING PLATFORM, WEBSITE, AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED. THIS INCLUDES, BUT IS NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, PERFORMANCE, OR USAGE OF TRADE. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE TRADING PLATFORM, ITS CONTENT, ANY ASSOCIATED DOCUMENTATION, OR ANY HARDWARE OR SOFTWARE PROVIDED BY THE COMPANY. SPECIFICALLY: (a) THE COMPANY DOES NOT GUARANTEE THAT THE TRADING PLATFORM WILL OPERATE WITHOUT INTERRUPTION OR ERROR OR THAT IT WILL MEET THE CLIENT'S EXPECTATIONS; (b) THE COMPANY DOES NOT WARRANT THAT THE TRADING PLATFORM IS IMMUNE TO HACKING OR OTHER UNAUTHORIZED ACCESS, THAT IT IS FREE FROM VIRUSES OR MALICIOUS SOFTWARE, OR THAT CLIENT DATA WILL REMAIN PRIVATE AND SECURE; (c) THE COMPANY MAKES NO REPRESENTATIONS ABOUT THE COMPLETENESS, ACCURACY, QUALITY, RELIABILITY, SUITABILITY, OR COMPATIBILITY OF THE TRADING PLATFORM, WEBSITE, AND SERVICES WITH ANY CLIENT ACTIVITIES, DEVICES, OPERATING SYSTEMS, BROWSERS, SOFTWARE, OR TOOLS, OR THAT IT WILL MEET ANY APPLICABLE LEGAL REQUIREMENTS. NO INFORMATION OR ADVICE RECEIVED BY THE CLIENT FROM THE COMPANY OR THROUGH THE TRADING PLATFORM SHALL CREATE ANY WARRANTY BEYOND WHAT IS EXPRESSLY STATED IN THESE TERMS.
2. NEITHER THE COMPANY NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY COMPENSATION, REIMBURSEMENT, LOSSES, EXPENSES, OR DAMAGES RESULTING FROM: (A) THE CLIENT'S INABILITY TO ACCESS OR USE THE TRADING PLATFORM, ACCOUNT OR SERVICES, INCLUDING, BUT NOT LIMITED TO: (I) TERMINATION OR SUSPENSION OF THE AGREEMENT OR THE CLIENT'S ACCESS TO THE TRADING PLATFORM AND/OR SERVICES; (II) THE COMPANY'S DECISION TO CEASE PROVIDING ACCESS TO THE TRADING PLATFORM AND/OR SERVICES, WHETHER PARTIALLY OR IN FULL; OR (III) ANY UNFORESEEN OR UNPLANNED DOWNTIME AFFECTING THE TRADING PLATFORM AND/OR SERVICES, INCLUDING DUE TO POWER OUTAGES, SYSTEM MALFUNCTIONS, OR OTHER DISRUPTIONS; (B) EXPENSES INCURRED IN OBTAINING SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, COSTS, OR COMMITMENTS MADE BY THE CLIENT TO THIRD PARTIES IN RELATION TO THE AGREEMENT OR THE

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CLIENT'S USE OF THE TRADING PLATFORM AND/OR SERVICES; (D) UNAUTHORIZED ACCESS, ALTERATION, DELETION, DESTRUCTION, DAMAGE, LOSS, DENIAL OF ACCESS, OR FAILURE TO MAINTAIN OR STORE CLIENT CONTENT, CLIENT DATA, OR OTHER DATA; (E) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY EXTERNAL WEBSITES LINKED TO THE WEBSITE (WHETHER THROUGH HYPERLINKS, BANNER ADS, OR OTHER MEANS); (F) ANY PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND; OR (G) ANY ACTIONS OR CONDUCT BY THIRD PARTIES.

3. WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, THE COMPANY SHALL NOT BE LIABLE FOR:
  - a) Any missed opportunities or diminution in the value of the Client's assets, regardless of the underlying cause, except where such losses arise directly from the Company's gross negligence, willful misconduct, or fraudulent behavior.
  - b) Losses resulting from the misrepresentation of facts, errors in judgment, or any actions or omissions by the Company, except where such actions or omissions are due to the Company's gross negligence, willful misconduct, or fraud.
  - c) Delays or interruptions in the provision of Services attributable to automated or other compliance checks.
  - d) Any consequences arising from the actions or omissions of, or insolvency of, any counterparty, bank, custodian, or other third parties that act on behalf of the Client or engage in Transactions on the Client's behalf.
  - e) Problems or technical malfunctions of telephone networks or lines, computer online systems, servers, or the Company's hardware or software, including issues caused by technical problems or traffic congestion on the internet, the Website, or any Service, changes in cryptographic or consensus rules, cybersecurity breaches, hacking incidents, or force majeure events.
  - f) Loss of use of hardware, software, or data, data corruption, inaccuracies, defects, or omissions in Digital Asset price data, and any errors, delays, or interruptions in the transmission of such data.
  - g) Suspension or other actions related to the Client's Account.
  - h) Any loss or damage not directly resulting from a breach of the Agreement by the Company, even if such loss or damage is provable.
4. TO THE MAXIMUM EXTENT ALLOWED BY LAW IN THE RELEVANT JURISDICTION, THE COMPANY'S LIABILITY FOR DAMAGES, INCLUDING DIRECT DAMAGES, UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FUNDS THAT THE CLIENT TRANSFERRED OR DEPOSITED INTO HIS ACCOUNT ON THE TRADING PLATFORM IN CONNECTION WITH THE TRANSACTION GIVING RISE TO SUCH LIABILITY. THIS LIMITATION SHALL NOT BE ENLARGED BY MULTIPLE CLAIMS. FURTHER, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY'S LIABILITY, INCLUDING THAT OF ITS SUPPLIERS, SERVICE PROVIDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, WHETHER ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE (ACTIVE OR PASSIVE), OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID BY THE CLIENT TO THE COMPANY IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM GIVING RISE TO SUCH LIABILITY.
5. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL BENEFIT THE COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD-PARTY CONTRACTORS, LICENSORS, ADVERTISERS, CONSULTANTS, AND OTHER REPRESENTATIVES. THESE LIMITATIONS APPLY TO: (a) CLAIMS ARISING FROM NEGLIGENCE; (b) ALL FORMS OF ACTION, WHETHER IN CONTRACT, TORT, FIDUCIARY DUTY, WARRANTY, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF THE CLIENT'S REMEDIES FAIL TO

## Terms & Conditions

FULFILL HIS ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THIS SECTION, THE COMPANY'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED. ANY CLAIM RELATED TO THIS AGREEMENT MUST BE INITIATED WITHIN ONE (1) YEAR OF THE INITIAL EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM.

6. THE CLIENT SHALL BE FULLY RESPONSIBLE FOR ALL TRANSACTIONS IN HIS ACCOUNT, INCLUDING THOSE INVOLVING CREDIT/DEBIT CARDS OR OTHER METHODS OF DEPOSIT AND WITHDRAWAL.
7. ANY IMPLIED WARRANTIES, CONDITIONS, OR TERMS ARISING FROM STATUTE, COMMON LAW, OR APPLICABLE LAWS (INCLUDING BUT NOT LIMITED TO IMPLIED TERMS REGARDING QUALITY, FITNESS FOR PURPOSE, REASONABLE CARE, AND SKILL) IN CONNECTION WITH THE WEBSITE ARE HEREBY EXPRESSLY DISCLAIMED.

### RISKS DISCLOSURE

1. Before engaging with any actions related to the use of our Services, please consider the risks of conducting Transactions and dealings with Digital Assets. Digital Assets offered on the Trading Platform carry substantial risk. The Client is advised not to invest, either directly or indirectly, in Digital Assets unless he possess a comprehensive understanding of the specific risks associated with each Digital Asset.
2. Digital Assets are subject to significant price fluctuations, which may arise from (i) their limited adoption in retail and commercial settings compared to the higher level of speculation, and (ii) the uncertainty regarding the future acceptance of Digital Assets as a means of payment by individuals or institutions. This volatility can negatively impact investments in Digital Assets. Before engaging with the Services, it is essential to assess both the advantages and risks associated with such investments and ensure that you are prepared to absorb the potential economic loss of your entire investment in a brief timeframe.
3. Prices on the Trading Platform may differ from those available elsewhere. The Company will offer indicative pricing for each Digital Asset, which will be used for trading purposes, valuation of Customer positions, and the determination of Margin requirements. The Company retains broad discretion in establishing and enforcing Margin requirements.
4. In instances of elevated trading volumes, rapid market fluctuations, low liquidity, or heightened volatility, the execution price of a market order may differ from the best available price at the time the Client placed the Order, potentially by a substantial margin.
5. The Services encompass products traded on Margin, which involve the risk of losing the entirety of the Client's initial deposit. Before engaging in margin trading, the Client should carefully evaluate their investment objectives, risk tolerance, and experience with such products. Margin trading may not be appropriate for everyone, and the Client should ensure he fully understands the associated risks. The Client is advised to be fully aware of all risks related to margin-traded products and to seek independent financial advice if needed. Given the potential for total loss of investment, trading should be undertaken only with risk capital—Funds that, if lost, will not materially impact the Client's or his institution's financial stability. By proceeding, you affirm that the Funds you have allocated are solely risk capital and that any loss will not compromise your lifestyle or detract from your future retirement plans. TO THE EXTENT PERMITTED BY LAW, YOU AGREE NOT TO HOLD ANY OF THE COMPANY AND ITS RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, EQUITY HOLDERS, SUPPLIERS, VENDORS, SERVICE COMPANYS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS LIABLE FOR ANY LOSSES OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING

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FROM, OR IN ANY WAY CONNECTED, TO THE TRADING WITH MARGIN, INCLUDING LOSSES ASSOCIATED WITH THE TRADING WITH MARGIN.

6. We reserve the right to refrain from executing an Order if there are significant changes in market rates or if a market disruption or unforeseen event occurs beyond our control. Under such circumstances, we may choose to annul your buy or sell Order and credit the Funds back to your Account.
7. The Client should unreservedly acknowledge and accept that, regardless of any information which may be offered by the Company, the value of any investment in Digital Assets may fluctuate downwards or upwards and it is even probable that the investment may become of no value.
8. Transactions involving Digital Assets are final and cannot be reversed. Consequently, any losses resulting from fraudulent activities, hacking, or accidental transactions cannot be reclaimed or recovered.
9. The deposit address for funding your Account may be subject to change at any time. We cannot ensure that Funds sent to an obsolete deposit address will be credited to your Account or be recoverable in any manner.
10. There is no central market or clearinghouse guarantee. Each Transaction, Order or position is a contract directly between the Company and the Client. There is no clearing house and no guarantee by any other party of the Company payment obligations to the Client.
11. Engaging in trading activities is done at your own risk. We disclaim any liability for losses or damages that you may incur as a result of trading on the Trading Platform. It is your exclusive responsibility to evaluate whether the Services align with your financial circumstances and risk tolerance.
12. Third parties or external threats may target systems through means such as malware dissemination, botnet operations, DDoS attacks, website defacement, and network security breaches. These actions could potentially disrupt, alter, or interfere with the processing of Orders or the transfer of Funds to and from the Client's Account. The Client acknowledges and agrees that the Company assumes no responsibility or liability for any such occurrences.
13. Changes in legislation or regulatory frameworks, whether domestic or international, may negatively impact the use, transfer, exchange, and valuation of Digital Assets. The nature and impact of such regulatory changes are uncertain and can vary significantly between different jurisdictions.
14. Trading in Digital Assets may be or become subject to taxation. You bear full responsibility for withholding, collecting, reporting, paying, settling, and/or remitting any and all applicable taxes to the relevant tax authorities in the jurisdiction(s) where you have tax obligations. The Company will not assume any responsibility for withholding, collecting, reporting, paying, settling, and/or remitting any taxes (including, but not limited to, income, capital gains, sales, value-added, or similar taxes) that may result from your participation in trading Digital Assets. Should any tax liability arise due to regulatory or legal requirements obligating the Company to withhold or remit payments for tax purposes, the Company reserves the right to deduct the necessary amounts from any of your Accounts or to request reimbursement from you for such amounts.
15. There are no assurances of profit or protection against loss in trading activities. The Client acknowledges that no guarantees of financial gain or loss prevention have been provided by the Company or any of its representatives.
16. The Client may experience difficulties in submitting Orders. Factors such as market conditions, Website maintenance, technical issues, system malfunctions, or other unforeseen events may prevent the Company from processing Orders or executing Transactions as specified by the Client. The Client accepts that the Company shall not be held liable for any inability to process or execute Orders under such circumstances.

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17. Digital Assets, along with the associated software, networks, protocols, systems, and technologies (including, where applicable, blockchain technology), may undergo modifications or cease to function as anticipated due to alterations in the underlying technology, changes induced by inherent features, or impacts from external attacks. Such modifications could involve, but are not limited to, a “fork” or “rollback” of a Digital Asset or blockchain, which might significantly impact the asset’s availability, value, functionality, or name. In response to any such operational changes, the Company retains the right to implement measures deemed necessary to safeguard the security and integrity of assets within the Trading Platform. This may include, but is not limited to, temporarily halting operations related to the affected Digital Asset(s) and taking other required actions, as determined at the Company's sole discretion. While we will endeavor to notify you of any material operational changes, such events are beyond our control and may occur without prior notice.
18. Some Digital Asset transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction.
19. The Company makes no assurances or guarantees regarding the availability of any specific type of Digital Asset on the Trading Platform. We reserve the unilateral right to discontinue offering Services related to any particular Digital Asset at our discretion, whether for specific reasons or without cause. We will make reasonable efforts to inform you if we decide to withdraw support for trading or providing Services for a specific Digital Asset. Where mandated by Applicable Laws, we will provide you with the required minimum advance notice via email.
20. Given the decentralized and peer-to-peer characteristics of Digital Assets, we cannot guarantee the successful processing of deposits or withdrawals through the cryptocurrency peer-to-peer network.
21. The inherent nature of Digital Assets involves an elevated risk of fraud or cyberattacks, and technological issues experienced by the Company might impede access to or use of your Digital Assets.
22. The value of Digital Assets may depend on the ongoing readiness of market participants to trade Fiat currency or other Digital Assets for these Digital Assets. Consequently, there is a risk that a particular Digital Asset could experience a total and irreversible loss of value if the market for it ceases to exist.
23. The Company does not possess ownership or control over the foundational software protocols or networks that manage the functionality of Digital Assets. Consequently, the Company makes no assurances concerning the security, performance, or accessibility of these protocols. The Company shall not be liable for any actions, decisions, or omissions by developers or promoters of such Digital Assets.
24. Technical issues related to the deposit or trading of Digital Assets may result in delays extending from days to weeks, or even months, and some issues may remain unresolved indefinitely. By agreeing to these Terms, you acknowledge and accept that the Company bears no responsibility for such risks, and you willingly assume and accept these risks when choosing to participate in Transactions on the Trading Platform.
25. The Company may not support so-called metacoins, colored coins or other Digital Assets, or his related side chains or other underlying technology that are based on a fork, enhancement, or derivative of a different Digital Asset or underlying technology (“Derivative Protocols”) even if the Derivative Protocol is based on a Digital Asset that is supported by the Company.
26. By trading DADPs and other instruments with the Company, the Client engages in an over-the-counter (OTC) derivative transaction by submitting an order through the Trading Platform. OTC transactions may carry higher risk compared to on-exchange derivatives, as there is no exchange market available for closing an Open Position. The Client must open

and close positions exclusively with the Company, and such positions are non-transferable to third parties. Consequently, the Client assumes the risk of potential default by the Company in such transactions.

27. The risks outlined in this section may lead to various adverse outcomes, including, but not limited to, the loss or devaluation of Digital Assets, the inability to access or transfer Digital Assets, impediments to trading Digital Assets, the loss of financial benefits available to other holders of Digital Assets, and other related financial detriments. You acknowledge that the Company bears no responsibility or liability for any such risks.
28. The information and discussions provided herein regarding risks associated with any product should not be interpreted as an exhaustive disclosure or comprehensive discussion of all potential risks.

### COMPLAINTS, GOVERNING LAW AND JURISDICTION

#### COMPLAINTS

If the Client has a reasonable belief that the Company has violated one or more provisions of these Terms and Conditions due to any action or omission, the Client is entitled to file a complaint with the Company promptly after the issue has arisen. Detailed information regarding our complaint resolution process can be found in our Complaint Handling Policy.

#### GOVERNING LAW AND JURISDICTION

1. This Agreement shall be governed exclusively by the laws of El Salvador, without regard to any conflict of law principles that would apply the laws of any other jurisdiction or other international law. In the event of any dispute, claim, controversy, or legal action arising out of or relating to (a) this Agreement or its existence, breach, termination, enforcement, interpretation, or validity; (b) the Services or operations of the Trading Platform; or (c) your access to or use of the Services and Trading Platform, the Parties agree to submit to the personal and exclusive jurisdiction of the courts of El Salvador. Specifically, the Client irrevocably:
  - a) Consents to the exclusive jurisdiction of the courts located in San Salvador, El Salvador for resolving any such proceedings;
  - b) Submits to the authority of the San Salvadorian courts;
  - c) Waives any objections to the venue of any proceedings in these courts, including objections based on forum non conveniens or similar doctrines.
2. Each party irrevocably and unconditionally waives any entitlement to a jury trial for any disputes or litigation arising from or related to this Agreement. To the extent allowed by applicable law, both Parties agree to bring claims solely in his individual capacities and not as part of any class action or representative lawsuit. Except where otherwise mutually agreed by both parties, no arbitrator or judge shall have the authority to consolidate claims from multiple individuals or oversee any representative or class-based proceedings.

### TERM AND TERMINATION AND FORCE MAJEURE

#### TERM AND TERMINATION

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1. The Agreement shall become effective as of the Effective Date and shall remain in effect indefinitely until terminated in accordance with the provisions set forth in this Section or elsewhere in the Agreement.
2. Either the Company or the Client may terminate this Agreement at any time, with or without cause, by providing written notice to the other Party at least five (5) business days in advance. The Company retains the discretion to refuse or accept any new Orders during this notice period.
3. The Client must submit such a request to the Company in writing via email, sent directly from the Client's registered email address. No advance notice is required. The Client acknowledges and agrees that before requesting cancellation or termination, all Transactions must be closed (where applicable) and any Funds in the Client's Account must be either refunded or withdrawn.
4. Notwithstanding any other rights or remedies available to the Company, the Company may, at its sole discretion and without the need for a five (5) business days' notice, immediately cancel all outstanding Orders and terminate the Agreement in the following circumstances (or if the Company reasonably believes such circumstances to have occurred):
  - a) The Client fails to comply fully and by the required time with any obligation to make any payment when due under the Agreement;
  - b) the Client is in breach of any covenant or provision set out in the Agreement;
  - c) The Client activity might be a violation of any Applicable law;
  - d) The Client attempts to gain unauthorized access to the Trading Platform or another Client's Account or providing assistance to others' attempting to do so;
  - e) The Client fails or omits to disclose to the Company his capacity as the beneficial owner of more than one accounts being maintained with the Company and/or his capacity to act as a regulated money manager on behalf of any other Clients of the Company;
  - f) In the event of the Client's death, a determination of mental incompetence, or any circumstance where the Client is unable to meet his financial obligations as he become due, including but not limited to bankruptcy or insolvency under applicable laws, or if any legal action is initiated to execute, attach, garnish, or distress the Client's assets, whether tangible or intangible, or if an encumbrancer takes possession of any part of the Client's property or assets;
  - g) If the Client initiates or becomes subject to any voluntary or involuntary insolvency proceedings, including but not limited to the appointment of an insolvency officer, liquidation, reorganization, composition, or any similar measures under insolvency law, including freezes or moratoriums.
5. Without limiting the Company's other rights and remedies, the Company reserves the right to terminate the Agreement immediately and without prior written notice of five (5) business days, and may also reverse and/or annul all prior Transactions on the Client's Account under the following circumstances (or if the Company, at its sole discretion, has reasonable grounds to believe that any such circumstance has occurred):
  - a) If the Client involves the Company, whether directly or indirectly, in any form of fraudulent activity that jeopardizes the interests of the Company or its Clients prior to the termination of the Agreement.
  - b) If the Client utilizes the Services for unlawful activities, including but not limited to money laundering, terrorism financing, or gambling.
  - c) In the event of unforeseen operational difficulties.
  - d) If the Client's trading activities disrupt or impair the reliability, efficiency, or proper functioning of the Trading Platform.
  - e) If the Client's trading activities result in financial loss or damage to the Company, regardless of the profit or loss reflected by the Trading Platform.

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- f) If the Client engages in trading practices that constitute market abuse or any other form of abusive conduct, such as latency arbitrage, price manipulation, or other illegal practices intended to gain an unfair advantage or deemed inappropriate by the Company at its sole discretion. In this case the Company has also the right to make corrections or adjustments to the relevant Transaction execution prices to reflect what would have occurred had there been no price latency arbitrage; and/or charge an administration fee equal to 10% of the deposited Funds, with the maximum charge set at ..... or equivalent in different Digital Asset or Fiat.
  - g) If the Company receives an official request from a court, law enforcement agency, or other governmental authority with the requisite jurisdiction.
  - h) If the Company becomes aware, or reasonably believes, that the Client has become a citizen or resident of countries or jurisdictions subject to restrictions or is otherwise subject to national or international sanctions.
  - i) If the Client fails to cooperate with an investigation or refuses to verify his identity or provide required information.
  - j) For any other reasons as specified within these Terms and Conditions.
6. Upon termination of the Agreement, all amounts owed by you to the Company will become immediately due and payable.
7. The following provisions will continue to be in effect following the termination or expiration of the Agreement:
- a) Any obligation of the Client to settle Fees accrued prior to termination.
  - b) Any charges and additional costs incurred or anticipated by the Company as a result of the termination of the Agreement.
  - c) Any damages arising from the arrangement or settlement of outstanding obligations. The Company reserves the right to deduct such amounts from the Client's Account as deemed necessary to cover the Client's liabilities or contingent liabilities.
  - d) Any other provision of the Agreement that is necessary to achieve its fundamental purpose.
8. Termination or expiration of the Agreement will not release the Client from the obligation to pay any Fees due to the Company for the period preceding the effective date of termination or expiration.
9. Termination of this Agreement shall not impact any legal rights or obligations that have already arisen or may arise from the completion or settlement of such Transactions or Orders. This includes, but is not limited to, obligations to reimburse or indemnify the Company or to cover costs related to Transactions conducted on your behalf or purchased by you from the Company. You are obligated to finalize any outstanding transactions through appropriate delivery and/or payment and to immediately settle any fees or commissions due to us upon termination. Failure to do so may result in the Company exercising the rights and remedies specified in Section Other Terms and Conditions point 7. (set-off).
10. Upon termination of this Agreement, the Company reserves the right, without prior notification to the Client, to revoke the Client's access to both the Trading Platform and the Account.
11. During the termination notice period, the Customer is required to close all Open Positions. Should the Customer maintain any open positions during this period, the Company reserves the right to reject any new Orders and may close all of the Customer's Open Positions at the end of the notice period if the Customer has not already done so.
12. Following the termination of this Agreement, you will receive guidance on how to transfer any remaining Funds in your Account to accounts that you control. Please be aware that closing an Account may incur additional costs, including fees, expenses, and charges associated with transferring your remaining Funds. Should you fail to follow the provided instructions for transferring your Digital Assets, the Company retains the right to convert all

- Digital Assets into a designated Fiat currency at its discretion and transfer the resulting funds to a bank account specified by you, less any applicable Fees, rebates, or damages.
13. Notwithstanding the above, the Company may, at its sole discretion, impose limitations on the Client's access to the Services and the Trading Platform at any time.

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### FORCE MAJEURE

1. The Company shall not be deemed in breach of the Agreement, nor held liable for any loss, damage, delay, or inconvenience, to the extent that such issues arise directly or indirectly from circumstances beyond the Company's reasonable control. These circumstances include, but are not limited to: pandemics; lockdowns; acts of war or terrorism; severe weather events such as hurricanes or earthquakes; natural disasters; airport closures; criminal activities by third parties; denial of service attacks; strikes or other labor disputes; civil unrest or riots; embargoes; governmental actions or orders, including sanctions or expropriations; disruptions to utilities, including electricity and internet services; cyber-attacks or hacking incidents; volatility or collapse in Digital Asset markets; technical failures, including hardware and software malfunctions; blockchain network issues; actions or regulations imposed by governmental or supranational bodies affecting market operations; extreme market movements or anticipated movements; acts and regulations of any governmental or supra national bodies or authorities that, in the Company's opinion, prevents the Company from maintaining an orderly market in one or more of the Digital Assets in respect of which the Company deals on the Trading Platform; the occurrence of an excessive movement in the level of any Transaction and/or Financial Market and/or underlying instrument or the Company's anticipation of the occurrence of such a movement, telecommunications failures; and disruptions caused by third-party hosting services, suppliers, financial intermediaries, custodians, feed providers, clearing houses or exchanges or regulatory or self-regulatory organization; the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its quotes, or the imposition of limits or special or unusual terms on trading in any such market or on any such event or other causes beyond the Company's reasonable control. Such events shall be classified as "Force Majeure Events," and the Company will not be liable for any impact resulting from these events.
2. If the Company has established that a Force Majeure Event occurred, the Company has 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:
  - a) cancel any or all Transactions and/or Orders the result of which is directly or indirectly caused by Force Majeure Event;
  - b) increase Margin requirements
  - c) decrease leverage
  - d) determine at its discretion the quotes and spreads that are executable through the Trading Platform;
  - e) suspend the operation of the Trading Platform and /or the Services.

### OTHER TERMS AND CONDITIONS

1. The Website and Services may include hyperlinks to external websites that are not under the ownership or control of the Company. The Company disclaims any liability for the content, terms of use, privacy policies, or practices of such external sites. Furthermore, the Company does not exercise editorial oversight over the content of these third-party websites. The inclusion of such links should not be interpreted as an endorsement or

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- approval of these websites or his content. These links are provided solely for your convenience.
2. The Website may feature information sourced from third parties, including data provided by individuals or entities that supply information and sources deemed reliable by the Company. This information may encompass, but is not limited to, market data, quotes from other exchanges, dealers, and/or Digital Asset miners. The Company does not warrant the accuracy, completeness, timeliness, or proper sequencing of this information.
  3. This Agreement is intended solely for the benefit of the Parties involved and does not create any rights or benefits for third parties.
  4. Should any term or provision of the Agreement be deemed unlawful, invalid, or unenforceable in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms or provisions of the Agreement. Furthermore, the legality, validity, or enforceability of the affected term or provision shall not be impaired under the laws of any other jurisdiction.
  5. The Client shall not assign, transfer, or delegate any part of the Agreement or any associated rights, interests, or obligations to any third party, whether by operation of law or otherwise, without the Company's prior written approval, which the Company may grant or withhold at its sole discretion. Such approval does not release the Client from any continuing obligations or liabilities under this Agreement. Conversely, the Company reserves the right to assign, transfer, or delegate any part of the Agreement or any associated rights, interests, or obligations to any third party, with or without the Client's consent. The Agreement shall bind and benefit the Company's successors and assigns as permitted by this clause. Any attempt by the Client to assign this Agreement in violation of these terms shall be deemed invalid and unenforceable.
  6. To the maximum extent permitted by law, any statutory consumer guarantees, or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services or the Agreement.
  7. These Terms and Conditions do not establish, imply, or recognize any form of partnership, employment relationship, joint venture, or formal business entity between the Parties. The rights and obligations of the Parties are strictly confined to those expressly specified within the Agreement.
  8. The Client acknowledges that English is the official language of the Company and that the original Terms and Conditions and the Agreement are provided in English. Translations into other languages may be made available for convenience only. In the event of any discrepancies or conflicts between the English version and any translated version, the English version shall take precedence.
  9. The Company reserves the right, without notice and without prejudice to any other rights it may have, to withhold, deduct, or set off any amounts (whether actual or contingent, present or future) owed between the Client and the Company. The Company may apply such withholding, deduction, or set-off to any Account held by the Client with the Company.
  10. The Company's rights under this Agreement will not be deemed waived due to any lapse of time, failure, or delay in exercising or enforcing such rights, or any statements or representations made by anyone other than an authorized representative through a formal written waiver. A waiver of any breach of this Agreement will not be considered a waiver of any other breach. Any delay or default by the Company in enforcing any rights, authority, or privilege under this Agreement, or as provided by law, will not diminish or negate such right, authority, or privilege. Partial enforcement or exercise of any right, authority, or privilege will not preclude further enforcement or exercise of that or any other right, authority, or privilege.
  11. Unless explicitly stated otherwise in these Terms and Conditions, the Company does not warrant or represent that the use of the Trading Platform or the Services is lawful or

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appropriate in any specific jurisdiction. The Client is solely responsible for ensuring compliance with all applicable local laws and regulations related to his use of the Trading Platform and the Services.

12. If the Client is a partnership or otherwise consists of multiple individuals, each individual is jointly and severally liable under this Agreement. In the event of the death, insolvency, liquidation, or dissolution of any such individual, the obligations and rights of the remaining individuals under this Agreement will remain in full force and effect, without prejudice to the Company's rights against such individual and his successors.
13. This Agreement, including any schedules, addenda, and incorporated documents, represents the complete and exclusive agreement between the Parties and supersedes all prior agreements, discussions, and communications, whether written or oral, regarding its subject matter. No prior or contemporaneous communications have been relied upon by either party.
14. The rights and remedies available to the Company under this Agreement are cumulative and are in addition to any rights or remedies provided by law.