

Client Agreement

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CHAPTER I: GENERAL TERMS AND CONDITIONS

Art. 1. SCOPE OF THE AGREEMENT

a. 7VEN TECHNOLOGIES (“we”, “us”, “7VEN” or “our”) is a private limited liability company. For the purposes of these Terms, references to “you”, “your”, or “client” refer to you, unless otherwise stated.

b. This business relationship is governed by our terms and conditions and is referred to as the “Agreement”. As this Agreement is a distance contract, it is amongst others, governed by the Distance Marketing of Consumer Financial Services Law N24(I)/2004, implementing the EU

Directive 2002/65/EC, under which this Agreement has the same rights and liabilities as a duly signed contract.

c. By default, you must read, agree and accept all the terms and conditions set out below, and any additional documents incorporated herein before you establish a Business relationship with us (without modifications).

d. If you have objections to any of these terms and conditions, or any part thereof, and/or if you do not agree to be bound by these terms and conditions, or any part thereof, you are not permitted to access and/or use our online platform in any way and should inform us in writing immediately.

e. By accepting this Agreement, you confirm and acknowledge that we reserve the right to amend, alter, modify, delete or add to any of the provisions of these Terms and Conditions at any time, in accordance with the Terms hereof. When these Terms and Conditions are modified (hereinafter referred to as "Changes") we will post such changes on our online platform and/or otherwise notify you of such changes. Each such notification shall be deemed as sufficient notice and it is your duty to consult and/or to regularly check this Agreement regarding any such Changes. Your continued use of our online platform after the publication of any Changes shall be considered as your agreement to such modified Terms and Conditions and shall be governed by those Terms and Conditions, as modified. If you do not wish to be bound by those changes, you should cease to access and/or use our online platform and inform us in writing, immediately.

f. The contents of our online platform and of any communications you may receive from us, via Electronic Messaging, website postings, email, telephone, telefax or otherwise, and any part of any member's area on our online platform, in particular, are for general information and educational purposes only and do not amount to investment advice or unsolicited financial promotions to you.

g. Please do read our "risk warnings & disclaimers" on our online platform, before accessing and/or using our online platform.

Art. 2. COMMUNICATION

a. The main language of communication shall be English, and you will receive documents and other information from us in English. However, where appropriate and for your convenience, we will endeavor to communicate with you in other languages. Those communications shall be translated to English for the purpose of complying with legal/regulatory requirements. In the event that this Agreement has been translated into a language other than English, it is the English version that will be prevailing and controlling in the event of any discrepancy.

b. The contents of our website and any communication that you may receive from us, via electronic messaging, website posts, email, telephone, telefax or otherwise, and any articles from our website, in particular, are for general information and educational purposes only and do not amount to investment advice or unsolicited financial marketing to you. You acknowledge

your understanding that you have the right to withdraw your consent to our Online services and signature of documents at any time by providing us with written notice. We reserve the right to terminate or restrict the Client login access to our website if you refuse to consent or revoke consent at any given time before or after the establishment of a business relationship with us.

c. We are obliged to keep records of all services and activities we are providing as well as for all Transactions and/or Contracts undertaken. We, therefore, record all communication including any incoming and outgoing telephone conversations as well as all other electronic communications relating to any Transaction and/or Contract concluded when dealing on our account, providing services that relate to the reception, transmission, and execution of client orders as well as for quality monitoring, training, and other regulatory purposes. We will also record any other communication between you and us, including chat messages, e-mails and other electronic communications, even if those conversations or communications do not result in the conclusion of such Transaction and/or Contract or in the provision of client order services. We reserve the right to use these records where we deem it necessary, including, but not limited to, dispute resolution situations. We will retain copies of any such records for a period of 5 (five) years and any period of time which is required by applicable Laws, starting from the date on which the record is created. You have the right to request a copy of the recorded communications. We will provide these to you following a written request by you.

Art. 3. DEFINITIONS – INTERPRETATION

a. In this Agreement, all the words that denote only the singular number will also comprise the plural, wherever the aforementioned definitions apply and vice versa, and the words that denote natural persons will comprise legal persons and vice versa. Words denoting any gender include all genders and whenever reference is made to the terms “Paragraphs”, “Subparagraphs”, “Clauses”, “Sections”, “Point” and “Appendices” it concerns paragraphs, sections and appendices of this Agreement.

b. References to any Laws and Regulations will be considered to comprise references to those Rules as they can be altered or replaced from time to time or, similarly, to be extended, re-enacted or amended.

c. For the purpose of this Agreement, when used in this Agreement, unless the context otherwise requires, capitalized words and expressions shall have the meanings assigned to them in the defined terms that are set forth in bold hereinafter, under the heading “Definitions” and throughout this Agreement:

c.i. “**Account**” means the client account (“Client Account”) duly assigned to each Client with a unique number maintained with us.

c.ii. “**Agreement**” means the provision of these General terms and conditions for the Services provided by us, inclusive of all of its annexes, appendices, attachments, schedules and amendments, as amended from time to time and modified from time to time.

c.iii. “**Account Value or Equity**” means the balance plus or minus any profit or loss that derives from open positions following the scheme below: [Net deposit +/- Realized profits or Losses +/- Floating profit or loss].

- c.iv. **“Balance”** means the Net deposit plus or minus profit or loss that derives from closed positions. This means that your account balance is not affected until the position is closed, and will only change when you add more funds to your account or a position is closed. [Net deposit +/- Realized profits or losses].
- c.v. **“Business Day”** means a day which is not a Saturday or a Sunday or a public holiday or any other holiday to be announced on our website.
- c.vi. **“Cash Available or Free Margin”** means the amount of funds available in the Client Account, which can either be used to open a position or withdrawn. [Free margin = Equity – Margin Used] or [Cash Available = Account Value – Cash Used].
- c.vii. **“Client”** means “you”, “your” and in general terms, including each instance, without limit to a “Natural person” or “Legal person”: (1) who registers an Account with us, (2) who enters or has entered into our platform and/or (3) who has submitted to us all corporate Account opening application form(s) including identifiable documentation required by applicable Laws and Regulations.
- c.viii. **“Client Funds”** means money paid or deposited or monies held in the Client Account, including monies held for the Client in a segregated Client Account pursuant to crowdfunding activities.
- c.ix. **“Commission”** means any fee or type of commission applicable to the cost of opening or closing a contract trade including but not limited to; exchange commission, trade commission and taker fees.
- c.x. **“Execution”** means the execution of Clients’ orders on our platform(s).
- c.xi. **“Margin Used or Cash Used”** means the amount of funds that is needed to open a position or is used to sustain an open position.
- c.xii. **“Negative Balance Protection”** means that a Client’s losses will not exceed the Account balance. In the extreme scenario where the Client’s balance has gone negative, we will deposit the amount which brings the balance back to zero.
- c.xiii. **“Office or Operating Hours”** means between 10:00 to 17:00 GMT+2 (GMT +3 during summer time) on Business Day(s).
- c.xiv. **“Order”** means the request/instruction given by the Client to the Company to Open or Close a Position in the Client’s Account.
- c.xv. **“Omnibus Accounts”** means that the Clients’ funds are pooled with monies (or funds) belonging to other Clients in a segregated Account that is kept separate from our corporate Account.
- c.xvi. **“Professional Client”** means a professional Client within the scope and the purposes stated in our “Client Categorisation Policy” following the implementation of the Markets in Financial Instruments Directive (MiFID II) in the European Union.
- c.xvii. **“Retail Client”** means a retail Client within the scope and the purposes stated in our “Client Categorisation Policy” following the implementation of the Markets in Financial Instruments Directive (MiFID II) in the European Union.
- c.xviii. **“Reporting”** means a formal record of the financial activities, Transactions and/or Contracts statements and position of a person or entity.
- c.xix. **“System Disruption(s)”** means the occurrence of any event which in our good faith opinion materially prevents or limits our ability or our Clients’ ability from accurately and completely (i) distributing or receiving ‘Price Quotes’, ‘Deal Requests’ or ‘Deal Responses’; or

(ii) recording or maintaining the terms of any Transaction and/or Contract and/or trades; or (iii) entering into related hedging activity on an automated basis.

c.xx. **“Transaction and/or Contract”** means any type of transaction and/or contract subject to this Agreement affected in the Client Account(s) including but not limited to deposit, withdrawal, open trades, close trades, and any other Transaction and/or Contract of any instrument.

Art. 4. ELIGIBILITY

a. Our services are available and reserved only for individuals or legal entities that have established a legally binding contract, subject to the Laws of their country of residence. Without limiting the below-mentioned terms, our Services are not available to people aged under the age of 18 (eighteen) or who have not attained the legal age (“Minors”). To avoid any doubt, we disclaim any liability for unauthorized use by Minors of our Services in any manner or another.

b. Without limiting the hereinabove paragraphs, our services are not available in areas where their use is illegal, and we reserve the right to refuse and/or cancel access to our services to anyone at our sole convenience.

c. For the avoidance of doubt, the ability to access our website does not necessarily mean that our services, and/or your activities through it, are legal under the relevant legislation of your country of residency.

Art. 5. COPYRIGHTS, LICENSES AND TRADEMARKS

a. All copyrights, trade/brand names, license codes, logos and/or trademarks published belong to us or to the third parties which have been authorized by us for their use on their websites, protected by international copyright and trademark laws. It is prohibited to modify, copy, alter, advertise, publish, sell, distribute or make any commercial use of the copyrighted material, whether in whole or in part, except with a signed prior consent by us.

b. Any violation of these provisions will nullify and void the License granted hereunder.

c. You shall refrain from providing or uploading content that is illegal or harmful or inappropriate to other Clients, and prohibited action which might revoke our license.

d. We are free to use any ideas, concepts, know-how or techniques or information contained in your communications for any purpose including, but not limited to, developing and marketing products.

Art. 6. CONFLICT OF INTEREST

a. Under applicable Laws, we are required to have arrangements in place to manage conflicts of interest between us and our Clients and between other Clients. We will make all reasonable efforts to avoid conflicts of interest. Where such conflicts cannot be avoided by us, we shall ensure that you are treated fairly and at the highest level of integrity and that your interests are protected at all times. We reserve the right to give you notice of termination in accordance with the hereinabove Section of this Agreement (Termination), and more information regarding the

identified conflict of interest shall be provided to you upon request. You acknowledge that you have read and accepted the "Conflicts of Interest Policy", available on our website.

Art. 7. CLIENT ACKNOWLEDGEMENT AND WARRANT

a. You acknowledge, recognize and understand that trading and investments in leveraged and non-leveraged Transactions and/or Contracts are: (a) highly speculative; (b) may involve an extreme degree of risk; and (c) is appropriate only for persons who, if they trade on Margin, can assume a substantial risk of loss in excess of their margin deposit.

b. You further acknowledge, recognize and understand that:

b.i. Because of the low level of Margin normally required in highly leveraged Transactions and/or Contracts, price changes in the Underlying Instrument may result in significant losses, which losses may substantially exceed your investment and Margin deposit.

b.ii. Certain Market Conditions may make it difficult or impossible to execute Orders at a stipulated price.

b.iii. When you direct us to enter into any Transaction and/or Contract, any profit or loss arising as a result of a fluctuation in the value of the Financial Instrument or the Underlying Instrument will be entirely for your Account and risk.

b.iv. We will, in general, not provide any advice to you; therefore, you agree not to hold us responsible for any losses incurred as a consequence of following any of our recommendations or suggestions or those of our employees, associates or representatives, unless we have exercised gross negligence in connection herewith.

b.v. We shall not conduct any continuous monitoring of all Transactions and/or Contracts entered into by you; accordingly, we cannot be held responsible for any Transaction and/or Contract developing differently from what you might have presupposed and/or to your disadvantage.

b.vi. Guarantees of profit or freedom from loss are impossible in investment trading.

b.vii. You have received no such guarantees or similar representations from us, nor from any of our Associates, from a Business Introducer, or representatives hereof or from any other entity with whom you are trading in a corporate or joint account.

c. In light of the risks, you should undertake such Transactions and/or Contracts only if you understand the nature of the trading into which you are about to engage and the extent of your exposure to risk. Trading in leveraged Financial Instruments is not suitable for many members of the public and you should carefully consider whether such trading is appropriate for you in light of your experience, objectives, financial resources, and other relevant circumstances. You acknowledge and confirm that you have been advised and understand the following factors concerning trading in leveraged Financial Instruments in addition to those contained in the Risk Disclosure Statement posted on our online trading platform.

d. **"Leverage" or "Gearing":** Transactions and/or Contracts in leveraged Financial Instruments and Power trading activities carry a high degree of risk. The amount of Initial Margin may be small relative to the value of the CFDs traded that are 'leveraged' or 'geared'. A relatively small market movement may have a proportionately larger impact on the funds you have deposited or

will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial Margin funds and any additional funds deposited with us to maintain your position. If the market moves against your position or Margin Levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. You may sustain a total loss of initial Margin funds and any additional funds deposited with us to maintain your position. We reserve the right to liquidate positions without prior notice in the case of any Margin shortfall or if you fail to comply with a request for additional funds within the time prescribed. If your Account goes negative (deficit balance) you will be required to make up the shortfall.

e. Prices of leveraged Financial Instruments are highly volatile. Price movements of Transactions and/or Contracts in leveraged Financial Instruments are influenced by, among other things, interest rates, changes in the balance of payments and trade, domestic and international rates of inflation, international trade restrictions, and currency devaluations and revaluations.

f. You should familiarize yourself with the protections accorded to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be prorated in the same manner as cash for purposes of distribution in the event of a shortfall. The Transactions and/or Contracts you are entering into with us are not traded on an exchange. Therefore, under applicable bankruptcy laws, your funds may not receive the same protections as funds used to margin or guarantee exchange-traded Transactions and/or Contracts, which may receive a priority in bankruptcy.

g. Should quoting and/or execution errors occur, which may include, but are not limited to, a dealer's mistype of a quote, a quote or trade which is not representative of fair Market prices, an erroneous price quote, such as, but not limited to, a wrong big figure quote or an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third party vendors, we will not be liable for the resulting errors in your Account balances. In addition, Orders must be placed allowing sufficient time to execute, as well as, sufficient time for the system to calculate necessary Margin requirements. The execution of Orders placed too close to prices, which would trigger other Orders (regardless of Order type) or a Margin call, cannot be guaranteed. We will not be liable for the resulting Margin call(s), resulting balance, and/or positions in your Account due to the system not having been allowed sufficient time to execute and/or calculate accordingly. The foregoing list is not meant to be exhaustive and in the event of a quoting or execution error, we reserve the right to make the necessary corrections or adjustments on the Accounts involved. Any dispute arising from such quoting or execution errors will be resolved by us in our sole and absolute discretion. You agree to indemnify and hold us harmless from any and all damages or liability as a result of the foregoing. No correspondence will be entered into.

- h. We reserve the right to close part, or all, of your open positions, in order to facilitate the charge of any fees or amounts due by you. Notwithstanding, you shall be liable for promptly paying such fee(s) to us, even if you suffer the full loss of all Margin deposited by you.
- i. We do NOT guarantee any Order. Placing 'stops ("Stops")', regardless of the entry or closing designation, does not guarantee that the trade will be filled at the Order price. All 'Entry stops' and 'Stops' will be filled, upon activation, at the first/best available market price, which may or may not match the requested Order price.
- j. In the event liquidity providers are unable to provide liquidity to us, your Order may experience delays in execution or you may not be able to place Orders entirely. The size of the Order may also impede the speed at which the Order is executed. Keep in mind that it is necessary to enter any Order only once. Multiple entries for the same Order may inadvertently open unwanted positions.
- k. While trading on our online trading platform, you might encounter system errors that are the result of hardware and/or software failures. The result of any system failure may be that your Order is either not executed according to your instructions, executing with Account balance errors and discrepancies or not executed at all. We will not be liable for the resulting errors in your Account balances. We reserve the right to make the necessary corrections or adjustments on the Account involved.
- l. No system exists that could assure you that Transactions and/or Contracts should bring you great benefits, nor is it possible to guarantee that your CFD trades will yield favorable results.
- m. Even though the foreign currencies, commodities, and indices markets are liquid as compared with other financial and exchange markets, the market conditions might at times render the execution of an Order or of a 'limit' on an Order (either 'Stop Loss' or 'Take Profit') at a stipulated price impossible. Accordingly, even though the extent of the losses could be subjected to an agreed-upon limit, the risk of incurring losses could be higher, and that loss could occur in a relatively short period of time.
- n. Since the deposit of an additional guarantee is not obligatory in this case, we reserve the right, at our sole discretion, to close any outstanding balances without your consent.
- o. The risk information presented here does not reflect all of the risks as well as other important aspects intrinsic to Transactions and/or Contracts. Therefore, before starting to operate with us, you should learn the specifics of entering into such Transactions and/or Contracts in detail or seek further professional advice.
- p. Unless you have elected to carry trade over the weekend, all trades will automatically close out in the real money mode when the market closes at the end of the business week at the rates available on the end of the last trading day of the relevant week. All statements with respect to real money Accounts will be open during the weekend and all traders are welcome to view their

Account info. We reserve the right not to offset Contracts carried over the weekend shortly after markets are open. We may, at our sole discretion, allow offsetting Contracts carried over the weekend when market liquidity conditions are reasonable.

q. There are a series of inherent risks with the use of the mobile trading technology such as the duplication of Order instructions, latency in the prices provided, and other issues that are a result of mobile connectivity. Prices displayed on our mobile platform are solely an indication of the executable rates and may not reflect the actual executed price of the Order.

r. Our mobile feature utilizes public communication network circuits for the transmission of messages. We shall not be liable for any and all circumstances in which you experience an inability to operate caused by network circuit transmission problems or any other problems outside our direct control, which include but are not limited to the strength of the mobile signal, cellular latency, or any other issues that may arise between you and any internet service provider, phone service provider, or any other service provider.

s. You are at least 18 years of age (i.e. adult) and of legal age in your jurisdiction to form a binding contract, and all information you submit to us is true and correct for the purposes of this Agreement. If you are a legal entity, you are duly incorporated and validly existing under the applicable legislations of the jurisdiction in which you are constituted; and you represent and warrant to us on the date of this Agreement comes into effect and of the date of each Transaction and/or Contract.

t. We further reserve the right to investigate, at any time, at our sole discretion, and for any reason, without being obliged to provide you with any explanation or justification, any activity that may violate this Agreement, including, but not limited to, any use of software applications to access our online trading platform, and/or any engagement in any activity prohibited by this Agreement.

Art. 8. CONFIDENTIALITY

a. Neither Party shall disclose any information relating to the business, investments, finances, or other matters of a confidential nature of the other Party of which it may in the course of its duties or otherwise become possessed, and each Party shall use all reasonable endeavors to prevent any such disclosure. However, this shall not apply if a Party is obliged hereto due to prevailing legislation, or to a legislative or supervising authority, or to another person who according to the law is entitled to demand disclosure, or in order to enable the Party sufficiently to fulfill its obligations pursuant to these Terms.

b. By accepting these Terms and Conditions, you authorize us to share personal information submitted by you to us with any duly licensed financial entity, with any of our Associates for the purpose of providing trade recommendations, trading activities, sales, and marketing information, including new products and services, and with any third party agency that is working on our behalf with the purpose of performing Client analysis for the use of our sales and marketing; furthermore, we may share such information with any trading advisor or Affiliates or

partnership for the purpose of completing the due diligence to, and the approval of, your Account Opening Application Form(s).

c. Your personal data and information will be stored no longer than necessary to carry out the purposes listed in this Agreement. You have the right to request correction, supplementation, deletion, or blocking of such personal information if inaccurate, incomplete, or irrelevant for the purposes of the processing or if processed in any other way that is unlawful. In certain circumstances, you may also have the right to object for legitimate reasons to the processing of such personal data in accordance with the procedures set forth in the applicable data protection regulations and to seek other legal remedies

available in connection with the processing of such personal information.

d. We monitor your communications to evaluate the quality of service you receive, your compliance with this Agreement, the security of the website, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other rights with respect to the manner in which we monitor your communications.

Art. 9. DISCLAIMER

a. We shall conduct regular technical maintenance to ensure continuous proper functioning of our trading platforms, systems as well as improve the provision of our services in accordance with the terms of this Agreement. Where non-regular technical maintenance may be necessitated as a result of technical errors, technical bugs, error fixes, and/or malfunctions, we reserve the right to conduct such urgent maintenance at any time. We shall endeavor to provide you with prior notice of such maintenance within a reasonable time. However, we are entitled to extend and/or adjust the maintenance hours at our discretion, in such an event, we shall notify you of such extended or adjusted maintenance hours by notifying you through our website or electronic communications (email).

b. Nevertheless, you shall not be able to access our platforms during the maintenance hours. You agree that it is your responsibility to keep yourself informed on the maintenance hours that may be applicable during Business Day by visiting our website. You do acknowledge and waive any claims you may have against us as a result of our trading platform being unavailable during the normal trading hours due to the non-regular technical maintenance.

c. We expressly recognize and acknowledge to our Clients that neither our payment service providers nor any of our affiliates nor any of our brands, have made or will make any representation or warranty as to the goods and/or services provided by us and that our payment service providers shall not be liable whether in contract or tort (including negligence) or for breach of statutory duty, or otherwise for any loss or damage without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from or in connection with the products and/or services the service providers offer.

Art. 10. FORCE MAJEURE

a. Without derogating from the above mentioned Sections, where we determine that a Force majeure event exists, we may without notice and at any time, acting reasonably, take one or more of the following steps:

a.i. Alter your margin requirements which may require you to provide additional margin.

a.ii. Close all or any of your open Transactions and/or Contracts at such closing prices as we reasonably believe to be appropriate.

a.iii. Suspend or modify the application of all or part of these General terms and conditions to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply thereto.

a.iv. Adjust the trading hours for a particular Transaction and/or Contract.

a.v. Revoke all open Transactions and/or Contracts in affected instruments we offer.

b. We shall not be liable to you for any failure, hindrance or delay in performing our obligations under this Agreement where such failure, hindrance or delay arises directly or indirectly from circumstances beyond our reasonable control. Such force majeure events shall include without limitation any technical difficulties such as telecommunications failures or disruptions, non-availability of our website, for example, due to maintenance downtime, declared or imminent war, revolt, civil unrest, pandemic outbreak, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that the company is a party to the conflict and including cases where only part of the company's functions are affected by such events.

Art. 11. MISCELLANEOUS

a. This Agreement (together with its annexes, appendices, addenda, attachments, schedules, and exhibits and/or amendments) represents the entire agreement between you and us concerning the access and use of our online platform, and it cancels and supersedes all previous arrangements or agreements by and between you and us with respect to the subject matter hereof, superseding any other communications or understandings between you and us, except as determined and/or stated otherwise "in the terms agreed upon by mutual consent of the Parties", enforceable to the fullest extent compatible with the applicable laws.

b. Each part of this Agreement is a distinct undertaking. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement, which shall remain in full force and effect and shall in no way be affected or invalidated.

c. We reserve the right to change, amend, alter, modify, delete or add to any of the provisions of the General terms and conditions of this Agreement at any time with or without giving any advance or prior notice by publishing such, and therefore, we suggest that you check this Agreement from time to time. You should review this agreement from time to time so as to ensure that you will be aware of any such changes. If you do not wish to be bound by such changes, you should cease to access and/or use our online trading platform and inform us in writing, immediately.

Art. 12. GOVERNING LAW AND JURISDICTION

a. These Terms shall be construed and governed in accordance with the laws of the Site Owner's jurisdiction, and you submit to the non-exclusive jurisdiction of the Site Owner's jurisdiction for the resolution of any disputes.



Last updated: August 23, 2024