



CONNECTING TRADERS



# TERMS OF USE AGREEMENT

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*This is the official Terms and Conditions enforced by the Company. Clients are obliged to read the content prudently to avoid any conflict or unnecessary complications in the future. If there are any objections and/or discrepancy, the Client may inform us immediately. Nevertheless, if the Terms and Conditions does not apply to you, do not access and/or use our trading platform in any way.*

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## ***Introduction***

LBLV Ltd. (the “Company”) is acting as a principal brokerage company that operates according to the republic laws of Seychelles. The Company operates under the main website [www.lblv.com](http://www.lblv.com), with License No. SD016, and having its address at Suite C, Orion Complex, Palm Street, Victoria, Mahe, Seychelles. The EU billing agency of the Company is BVH Capital LTD with registered address at Andrea Kalvou, 5 Elladion House, Flat/Office 201, 3085, Limassol, Cyprus.

The Company established these Terms and Conditions, which constitute a legally binding contract, to govern the relationship between the users (the “Client”), and the Company, and to establish the ownership rights applicable to its various offerings. This Agreement further aims to establish the payment terms and set forth the terms for dispute with the subscription of the Client to the trading platform, as well as to address many of other contingencies that may arise pursuant to the underlying commercial relationship.

This Agreement is between the Company and you as the Client. We may refer ourselves as ‘we’, ‘us’, ‘our’, or ‘ours’, while the Client/s may be referred to as ‘you’, ‘your’, ‘yours’, ‘yourself’, or ‘user/s’ appropriately. Similarly, the Company’s official website shall herein be referred as ‘trading platform’, ‘platform’, ‘company’s website’ or ‘site’.

All provisions indicated in this Agreement, by their nature, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

The Company includes the necessary chapters and/or sections to this Agreement to inform the Clients about the terms of using the platform and to provide the Clients with the terms and conditions you need to accept prior to use of and access to the Website. The Website and its original content, features, and functionality are owned by the Company and are

protected by the international copyright, trademark, patent, trade confidentiality, and other intellectual property or proprietary rights and law.

The Client is required to read this Agreement carefully before using the website and its service/s. The Client's access to the Company's service/s would be subject to the Client's acceptance of and compliance with the terms written herein.

Furthermore, the Client understands and agrees that English is the official language of the Company. The Client further understands and accepts that any translation of this document or of any other Legal Documentation of the Company into any foreign language may be provided for the Client's convenience only, and in case of any language translation discrepancy, the Client acknowledges that the English version of any Legal Documentation of the Company shall prevail at all times.

## ***Chapter 1. Scope and Limitation of the Agreement***

### **Section 1. The Agreement**

1.1.1. This Agreement, with which the Company and the Client are bound, sets the terms of use with regards to the Company's services and provides the Client with the terms and conditions as indicated herein, that the Client needs to accept prior to use of and access to the Website.

1.1.2. More specifically, this Agreement provides the Client with the following:

- 1.1.2.1. a detailed description of the services and/or information provided in the website;
- 1.1.2.2. any payment terms and associated policies of the online brokerage websites;
- 1.1.2.3. the method for creating and canceling accounts, if applicable;
- 1.1.2.4. general disclaimers and website-specific disclaimers depending on the nature of the website;
- 1.1.2.5. a description of the ownership of the intellectual property rights in and to the website content;
- 1.1.2.6. a description of the intellectual property rights in and to any submissions from the user;
- 1.1.2.7. a reference to the limitations of liability;
- 1.1.2.8. reference to any age restrictions; and
- 1.1.2.9. restrictions on the user conduct.

1.1.3. The Agreement will come into effect with the opening of the Client's account by the Company, and, in case that the Company proceeds with amendments and/or revisions thereafter, on the date that the Company will notify the Client.

1.1.4. This Agreement will govern all the instructions received from the Client, all transactions that will be entered by the Company on behalf of the Client, and the instruments bought on behalf of the Client, or transferred to the Company on behalf of the Client.

1.1.5. This Agreement, together with all the documents that the Company has already provided or in the future will provide, must be read carefully by the Client before investing and/or trading with the Company's platform.

1.1.6. In this Agreement, certain words, phrases and expressions will have definitions in Chapter 2.

1.1.7. This Agreement and the platform itself are not applicable in the territory of the United States of America. It is the Company's sole discretion and right to request any additional information in order to accept and/or allow clients who are citizens of the United States of America.

1.1.8. It is the Client's responsibility to act in accordance with the laws of his/her jurisdiction as well as to ensure that the activities provided by the Company are allowed in his/her country. In that respect, the Company will not be held liable in cases where the provided services are not permitted in his/her jurisdiction.

1.1.9. This Agreement covers any document in the form of a declaration or as an agreement as well as any other documents signed by the Company.

1.1.10. The Company may provide the Client during his/her trading activity with additional agreements (the "Additional Agreements"). Actions by the Client that violate the terms of the Additional Agreements may lead to delays in settlements as well as to penalties for the Client.

## **Section 2. The Company**

1.2.1. The Company reserves the right to evaluate the Client's application and may, in its sole discretion, accept or refuse the Client's request for re-classification at any time.

1.2.2. The Company will provide the Clients with information about the services and the trading platform. The details of the Company's services will be discussed under Chapter 5 of this Agreement.

1.2.3. The Company may delegate certain obligations under this Agreement to associated companies and third parties.

1.2.4. The Company provides the Client with the capability to participate in the international markets and trade hundreds of assets such as currencies, shares, commodities, and indices.

1.2.5. The Company shall act as a custodian of the Client's Account and shall safeguard and monitor the activities of the trading account. The Company has the exclusive right to implement restrictions when necessary to protect and keep the Client's Account active in accordance with the Terms of Use set herein.

1.2.6. The Company is not held responsible for any unauthorized access of the account and/or the platform.

1.2.7. The Company is affiliated with different banks, credit institutions, and financial companies to maintain its business operations and management. In which case, the

Company and its affiliates reserve the right to obtain and keep record of the financial transactions that the Clients conduct.

1.2.8. Upon the signing of this Agreement, the Company will be authorized to investigate the credit standing of the Client. In line with the above, the Company has the right to request the Client's personal credit information from the banks, credit agencies, and financial institutions.

1.2.9. The Company will provide the Clients with trading education and other relevant information. However, the Company will not be liable for any damage and/or loss incurred by the Client due to inadequate knowledge and/or experience in trading.

1.2.10. Main agency representative office located at 135 King Street, Sydney, New South Wales, NSW 2000, Australia.

### **Section 3. The Client**

1.3.1. In compliance with the applicable laws and regulations, all Company clients shall be classified as retail clients unless otherwise stated by the Company and agreed with respect to the eligibility requirements as deemed necessary.

1.3.2. If the Client acts in connection with or on behalf of someone else, whether or not the Client identifies that person to the Company or to any of its authorized representatives, the Company will not accept that person as an indirect client of the Company, and the Company will accept no obligation to them unless otherwise specifically agreed in writing.

1.3.3. Unless the Client has sent a letter or request and is consented and permitted by the Company, the Company will give treatment to the Client respectively for all purposes and the Client will be responsible for performing his/her obligations under each deal issued by him/her or on his/her behalf and each transaction entered by the Company on the Client's behalf, whether the Client is dealing with the Company directly or through an agent.

1.3.4. In accordance with the Anti-Money Laundering law, the Client agrees that he/she is not a politically exposed person or is related to a politician in any way. The Company reserves the right to immediately terminate an account of any user who is politically associated.

1.3.5. The Client will be provided with full explanation of the risks associated with the Company's trading services, as these are set out in the Risk Disclosure Document. The Client must ensure that he/she fully understands such risks before entering into this Agreement with the Company. The emergence of any loss or any damage linked to the risk disclosure statement will not be under the liability of the Company if the Client fails to comprehend the said document.



1.3.6. The Client guarantees that all trades entered to his/her Client Account are made based on his/her sole discretion and personal assessment.

## **Section 4. Trading Account and Platform**

1.4.1. The Company holds the right to deny and/or cancel transactions with any potential Client who does not have an account with the Company. The Client must be aware of the need to complete the registration form and to submit all the needed documents as soon as possible.

1.4.2. The Company shall provide the Client with a username, password, and account number in order to access his/her account. Any transaction made under the Client's personal information will be considered as instruction/s authorized by the Client. In the event that fraudulent actions arise from the Client's account or unauthorized personnel made dealings without the Client's knowledge, he/she will be held responsible for the charges.

1.4.3. The provision of unclear and/or incorrect information by the Client will result to rejection of the registration or may delay the opening of the account. The Client must fill out the mandatory sections of the registration form.

1.4.4. It is the Company's sole discretion to reject an application and to close or suspend the Client's Account without the need of an explanation or justification.

1.4.5. The Company is not obliged to open an account for any applicant.

1.4.6. This Agreement is applicable to the Company's website and to the services provided to the Clients accordingly. However, other areas of the platform may have specific terms of use and/or access.

1.4.7. The Company exercises the right to limit the use and/or access of the Client to the platform as may be appropriate to preserve compliance with the Agreement.

1.4.8. The Company's online trading platform is only available for the age 18 and above or otherwise the legal age applicable in the Client's country. If the Client does not qualify or is unable to form legally binding contracts under the law/s applicable in the Client's country or he/she is underage, the platform will not be accessible for the prospect Client.

1.4.9. The Client warrants that he/she will not, in any way, enter into an additional or separate agreement with the Company and/or any of the Company's personnel or agents with regards to his/her trading account. Further to this, The Client acknowledges that any tax liability that may arise in connection to his/her trading account with the Company shall be his/her sole responsibility.

1.4.10. The Client can assign to one of his First-Degree Relatives the right to execute trades using his/her account as long as the Client has given its written consent with regards to this.

1.4.11. The Client shall send an official written request for such designation and shall provide all required documentation, including proof of relationship and the assigned person's personal identification documents. The assigned person consenting and agreeing to act as the authorized person of the Client shall mean that the assigned person accepts this Agreement and all the Company Legal Documentation.

1.4.12. The Company shall treat the assigned person's trading activities as if they were carried out by the Client. The Client acknowledges that his/her assigned person is capable of having control over his/her account and is fully informed of the Company's Terms and Conditions.

1.4.13. Assigning, monitoring, and/or reviewing of the assigned person's activity in connection with the Client's trading account shall be the Client's sole responsibility at his/her own risk. The Client shall also be held liable for any losses incurred by his/her assigned person's trading activities regardless of abuse of authorization and enacting fraudulent activity on the assigned person's part. Further, the Company reserves the exclusive rights to reject any nominated authorized person and dismiss the prior approval of an authorized person of the Client.

1.4.14. With the signing of this Agreement, the Client hereby acknowledges his/her rights to withdraw his/her consent after a legit written notice sent to the Company. However, upon the consent withdrawal, the Client's access and use to the trading platform will be restricted and/or terminated with the sole discretion of the Company without obligation to provide an explanation and/or justification thereof.

## **Section 5. Property**

1.5.1. The Company's online trading platform, services, software, software codes, documents, manuals, educational materials, brochures, promotional content, trademarks, logo, texts, layouts, graphics, videos, patents, titles, and other properties, including, but not limited to, all and other materials with copyrights implied, are protected by the local and international intellectual property rights. Therefore, with no third party involved, the Company will hold the sole and exclusive rights.

1.5.2. The Client understands and agrees that the distributed and received copyrights, trademarks, database, and other associated properties or rights in any data and/or information will remain an exclusive property of the Company unless a third party is identified to be the owner of such rights legally. Also included are the contents of the

Company's website(s), brochures, and other material connected with the dealing service and in any database that contains or constitutes such information.

1.5.3. The Client understands that all the proprietary rights in online trading services are provided and owned by the Company. Further, these rights are protected under copyright, trademark and/or all other associated intellectual property regulations and laws.

1.5.4. The Client holds no right to copy or plagiarize the Company's properties. All the intellectual property assets of the Company are prohibited from being published, reproduced, sold, and distributed. In case the Company has proven the anomalies and the misconduct of the Client, his/her trading account will be subject to termination without a notice or any justification or explanation.

1.5.5. The Client may only have the right to access the entitled properties of the Company in accordance with the Terms and Conditions of this Agreement or pursuant and/or as granted by the Company or as agreed by the Company's legit Third-Party Licensors.

1.5.6. The Client must notify the Company immediately once an irregularity or violation of the property rights is observed through a written letter or email submitted to the official Company email address.

1.5.7. The Company reserves the rights over the intellectual property of all the elements of the Software and other related matters utilized within the Company's online trading platform.

1.5.8. The Client acknowledges that all the telephone conversations, and/or any other type of communication between the Client and the Company, including email and other type of messaging, are recorded by the Company. Such records and the obtained information will be the sole property of the Company. In line with this, the Client accepts that the recordings and/or the transcripts will constitute admissible proof of the communications occurred between the Company and the Client.

1.5.9. The Company reserves the right, on reasonable grounds, to reject or deny any request from the Clients to be provided with such information.

1.5.10. The Client understands that the recordings mentioned herein above may be delivered to any court, regulatory or government authorities if the circumstances call for it.

## **Section 6. Information Property**

1.6.1. The Client, upon the opening of a trading account with the Company, warrants that he/she is of legal age, intellectually stable and in legal competence to be a Client of the Company. It is the Client's accountability to ensure that he/she acts according to his/her jurisdiction. The

Client is solely responsible for assuring that the type of service he/she avails from the Company complies with the respective laws of his/her country.

1.6.2. The Client further accepts that he/she will comply and will submit all identification documents required by the Company for verification purposes; by submitting these documents, the Client warrants that the personal information he/she provided is true, correct and accurate.

1.6.3. The Client agrees to immediately inform the Company of any changes in his/her personal information. The Client agrees to perform his/her obligations as the Company's Client and will neither, in any way, engage his/her account with the Company in any illegal activity nor will violate any terms and conditions applicable to the use of the Company's services.

1.6.4. Market recommendations and signals may be provided by the Company from time to time; however, this information or market data are generally known information and/or may be the judgment of the Company's personnel or other third-party representatives. This information shall not be interpreted as the Company or the Company's representative personal advice or recommendations to trade.

1.6.5. Specifically, the Company will not provide the Clients with any financial, legal, regulatory or other form of advice. In the event that the Company supplied information, it will not be considered as financial product advice. Clients may rely on their own judgment into entering or refraining from executing a transaction, providing the Company with the instruction of entering into or refraining from executing a transaction.

1.6.6. The Client hereby accepts and understands that trading has its own risks and takes all the responsibility that comes with it. The Client shall exercise due diligence in assessing any market recommendations provided by the Company and acknowledges that the Company does not guarantee the accuracy of such recommendations.

1.6.7. General investment advice, research and recommendations in connection with the Client Account may be administered by the Company's website, personnel and any other official Company channels, and if executed by the Client, shall be heeded and carried out as the Client's own and independent decision.

## ***Chapter 2. Definitions***

**Account** – The Client’s officially registered account with us. Every single account will have a distinct Account number and other important details included

**Averaging Up/Down** – This is when an investor purchases more of a stock as the price goes down or up

**Bond** – A debt security filed by a business or administrative organization

**Bonus** – Funds given to clients, which shall automatically be added to the Client’s account

**Buyer** – It is a trading associate who has positioned the order for the acquisitions of the securities for a fee

**Capital Gain** – When the value of an asset goes beyond its purchase rate, the upsurge is termed capital gain

**Capital Loss** – When there is a reduction in an asset’s present rate against its purchase rate, such reduction is called a capital loss

**Client/You/Your** – A person for whom the Company has opened an Account for, or more than one Account, and allocated an Account number

**Closing/Opening Price** – The initial price traded at the start of a session is called opening, closing if otherwise

**Commission** – A payment charged by a Broker or any legal individual for his/her provision in aiding an operation

**Contrarian Investing** – Contrarian investing is simply investing in a falling market and sell stock in a bullish market

**Day Trader/Trading** – A day trader is an investor who characteristically clamps assets for a short period of time, typically trading them in the similar day

**Dividends** – A quantity of money funded frequently by a firm to its stockholders out of its incomes

**Exchange** – An exchange is a station where diverse amount investments are traded

**Electronic Trading** – Similar to online trading, this is an automated trading technology with an aim to simplify trading transactions in the market

**Hedge/Hedging** – When the Client opens orders of the same asset and volume on different directions (buy/sell)

**Initial Public Offering (IPO)** – The principal sale or proposal of a stock by an establishment of the community, instead of just being kept by private or privileged investors

**Japanese Candle Charts** – Japanese Candle chart or just candlesticks are stock diagrams used in plotting and learning of the chart outlines in technical analysis

**Leverage** – A model that can allow the Client to widen his/her disclosure to a financial market minus obligating further investment capital

**Margin** – Margin is the word specified to the quantity of money, essentially in the Client's account, as a directive to open a trade

**Online Trading** – Trading securities, stocks and currencies done on an online platform

**Rally** – A swift growth in the common price level of the market or of the price of a stock

**Sector** – The cluster of stocks that are in the similar industry

**Security** – A legal and exclusive amalgamation of Symbol and Series

**Share** – An entity rights relative to the investment made in an establishment

**Spread** – The difference between the Bid and Ask price of a certain asset

**Stock** – A financial instrument that connotes a possession of a business and embodies a right on its relative share in the Company's assets and incomes

**Stock Symbol** – An alphabetic root symbol which signifies an openly traded asset

**Trading Platform** – The safe online password-protected collaborative Trading Platform provided by the Company

**Transaction** – An act of depositing or withdrawing funds from the Client's side; an act of adding or approving withdrawal funds from the Company's side

**Volatility** – A measure of risk for a security

**Volume** – The number of shares of stock traded throughout a certain time period routinely dignified in regular daily trading capacity

**We/Our/Us** – The Company's authorized representative figure

## ***Chapter 3. Access and Use of the Platform***

### **Section 1. General Access**

3.1.1. This Agreement will give the Client an access to the Company's trading platform. Any individual who wishes to gain access to the Company's trading platform for the purpose of trading in the financial markets can do this through the use of the website and the domain name [www.lblv.com](http://www.lblv.com) and any sub-websites and subdomains.

### **Section 2. Introductory Provisions**

3.2.1. The terms stated in this entire Agreement constitute the relationship between the Client and the Company. This includes the entire use and access of Company's services and other ongoing or current agreements between the Client and the Company.

3.2.2. The Client must have read, agreed, and accepted the following terms and conditions contained in this Agreement without any changes or objections before given an access to the Company's trading platform. In continuing to open and using the platform, the Client will open and use the platform provided that he/she agrees with and accepts all Terms of Use in this Agreement.

3.2.3. The Client acknowledges that the Company will not waive any of its rights should the platform fails to deliver or perform for the Client and in any of its applications or purposes. The Company's rights with the trading platform will continue to be made available for the Client on the event that the platform delays or fails to meet personal client standards that go beyond the Company's written restrictions and liability limits.

3.2.4. Hereunder, the aforementioned terms and conditions would be enforced by the Company's authorized representatives with regard and without conflict to the country's existing laws and provisions. Nonetheless, the Client agrees that the Company still reserves the right to be given a chance to apply to any legal actions in any jurisdiction.

3.2.5. In the event that the Client does not agree to be bound by the agreements in any jurisdictions, access to any of the Company's services including the Company's platform will not be given to the Client.

3.2.6. The Company reserves the right to change the entirety of the platform's terms and conditions stated on the website. By agreeing to the terms of the access and use of the platform, the Client acknowledges that he/she agrees to be bound by changes and revisions that will be made to these terms.



3.2.7. Terms and Conditions revised, modified, adjusted, and altered shall be effective automatically.

3.2.8. If the Company detects an unauthorized attempt to open an account not originally given to a specific user, or to access another client's trading platform account, the Company reserves the right to consider any transaction under the account accessed to be null or fraudulent.

3.2.9. The Client also agrees to not duplicate, make copies, or resell the trading platform with the purpose of profit. The Client is not allowed to modify the application for the purpose of reproduction and distribution. The trading platform is the property of the Company and is protected by copyright laws. Unauthorized use of the trading platform may violate trademark and other laws.

### Section 3. Platform Terms and Definitions

3.3.1. **Ask:** The price or amount at which a purchase is made available and offered to buyers to which the higher price is placed in a quote

3.3.2. **Annualized:** The conversion rate or movement on an annual or yearly period

3.3.3. **Base Currency:** The home market's currency or the first currency in a currency pair; a client or trader buys or sells the base currency against the other currency

3.3.4. **Bid:** The price to which the sale is made available and offered to traders or clients from sellers

3.3.5. **Currency:** A specific location's medium of exchange

3.3.6. **Currency Pair:** The exchange rate of one currency against another currency

3.3.7. **Client Terminal:** A third-party application, program, or website that gives the trader an access to an ongoing state of the financial markets that offers features where clients can perform real time analysis, open and close positions, and manage orders

3.3.8. **Exchange Rate Risk:** The amount of loss that a trader can suffer from the bid or ask prices' movement

3.3.9. **Execution:** Opening or trading an asset in the financial market

3.3.10. **Funds:** A trading account's current state which includes the balance value and the credits

3.3.11. **Fund Deposit:** The process of Client adding balance in a trading account from the Client Area



3.3.12. **Forecast:** An analysis of the markets in a statistical or technical way where a specific asset or currency is given a target price movement

3.3.13. **Foreign Exchange:** Market positions or transactions that sends a foreign currency of a financial institution

3.3.14. **Foreign Exchange Market:** An area where both buyers and sellers interact to buy and sell foreign currencies and is not limited to specific locations

3.3.15. **Long Position:** A position in the market wherein a trader buys a currency that was not previously owned by the trader, usually referred to the base currency

3.3.16. **Open Position:** The first stage in a whole transaction where a trader is to create a transaction with an equal volume

3.3.17. **Position:** An executed asset in the market; an open or closed trade of an asset in the Client's platform

3.3.18. **Rate:** The price of a base currency

3.3.19. **Security:** Used to describe an option, asset, bond, interest rate, precious metal, or share

3.3.20. **Short Position:** A position in the market that is used to describe the action of selling a currency or trading instrument the trader has not previously owned

3.3.21. **Trading Account:** A client's registration in the Company's trading platform that will be personalized to suit a client's specific needs. This will also hold all of the Client's transactions and ongoing positions

3.3.22. **Volatility:** The rate to which an asset or currency is expected to fluctuate in a specific period

## Section 4. Restrictions

3.4.1. Use of the online trading platform is intended solely for the Client's personal use. Unless stated in a written agreement, the Client is not granted to use the platform for non-commercial and public use. If otherwise, the Company has an exclusive right to restrict, suspend, or terminate access of the account to the trading platform without prior notification.

3.4.2. Due to the limitations in the Company's servers, the Client agrees to use the platform in a manner that would not burden or cause any trouble to the Company and the rest of its

clients. The Client further agrees to not use certain features of the trading platform to create any unlawful, unfair, illegal, felonious, and forbidden actions.

3.4.3. The Company, at its sole discretion, may remove the Client's access should the Company consider any information (including but not limited to name, nationality, residence, contact number) given by the Client void or false. Failure to comply with the terms, conditions, rules, and guidelines written in this Agreement to the conclusion of the Company that the Client has misused the platform and will result to a blocked access from the platform.

3.4.4. Therefore, any ongoing transaction, open positions, or actions in relation to the Client's account with the trading platform will be terminated by the Company upon immediate establishment of violation.

3.4.5. The Company will not be held responsible for failed transactions, delay in execution of orders, damages, and losses due to unexpected reasons, which include, inter alia, the following:

- Power cuts
- Hardware failure
- Software installation issues
- Malfunctions
- Security breach
- Viruses
- Slow internet connections

3.4.6. The Client agrees that the trading platform may face functionality issues and can be unavailable for access from time to time. In no event shall the Company be responsible or liable for personal or incidental damages such as loss of data, commercial damages, and trading interruption arising from the Client's inability to apprehend or use the trading platform.

3.4.7. Actions such as arbitrage, usage of advisers, and any form of illegal actions and activities, including platform manipulation, are strictly forbidden in trading. High frequency trading is also forbidden unless combined with certain indicator. In this regard, trades that were conducted in connection with the aforementioned actions will be canceled, especially if they have not been previously reserved with the relevant provider. The Company has the right to close and/or cancel trading accounts, including canceling or considering the received profit to be zero or invalid.

3.4.8. The Client will be required by the Company or the credit card company to update and send documents from time to time prior to the execution of a withdrawal or funding. Credit card transaction processes may vary due to the regulations of credit card companies. Bank

account withdrawals are expected to take a much longer time to process due to the additional security procedures.

3.4.9. Clients would be advised by an assigned broker or manager of the currency to be used in their transactions. The Client hereby accepts that some changes may occur from time to time and agrees not to object to such changes.

3.4.10. The Client must only use a personal bank account under his/her own name which is opened and maintained in the country of residence he/she has provided in his/her personal information upon registration. Withdrawal of funds from the Client's account with the Company can only be refunded to the same account which was used to deposit the funds.

3.4.11. Payment methods shall be offered by the Company to the Client. The Client agrees to be bound to the rules and regulations of the bank and third-party methods; wherein withdrawal procedures may be similar to the deposit method. Should it be deemed necessary for the Client to receive the funds differently from his/her deposit method, a power of attorney is required.

3.4.12. The Company will not be responsible for the provision of legal counseling and advice regarding the use of the trading platform access given by the Company to the trader.

3.4.13. The Client understands and agrees that the use of the Company's trading platform shall, in no way, assure the Client's success in online trading. The trading platform is targeted to be offered to clients or places that do not put limitations in trading currency pairs, assets, and other financial instruments. The Company voids access to the platform for an unauthorized or illegal use of the platform by the trader.

3.4.14. The Client's registration on the Company's website confirms the Client's full compliance and agreement with the terms laid out by the Company on its official website.

## **Chapter 4. Personal Information Protection**

### **Section 1. Personal Data and Privacy**

4.1.1. Upon registration, the Company acknowledges the Client's acceptance and agreement to the Company's personal information terms in its entirety and without exceptions. This Agreement bounds the relationship between the Client and the Company which includes the provision of security for personal information provided to us. However, this does not guarantee that the Company will not disclose data from any person or agency, whether public or private, should the Company deem it necessary or where the Company has a legal obligation to do so.

4.1.2. The information that the Client provided the Company will be used to verify, open and set up the Client's trading account, assign and issue an account number, issue access to the account and record activity from time to time. This information would also help the Company improve the services to the Client over time.

4.1.3. Information is collected by the Company during the following circumstances:

- upon registration through online forms on the Company's official website ([www.lblv.com](http://www.lblv.com))
- transactions, including deposits, funding, and withdrawal
- instances of third-party groups requesting for the Client's credit history and confirmation of information such as name, address, identification numbers, etc.

4.1.4. Information collected by the Company includes the following:

- basic application which is the information submitted to the Company to create an account such as name, address, age, birthday, country of residence, occupation, company, income, and contact details such as email address and phone number
- personal information which would be used when the basic account holder decides to apply for a fully functional live account
- identification information which includes identity card numbers and registration numbers

4.1.5. Information is collected via the following methods:

- Voluntary and direct filling of the electronic forms on the Company's website
- Email of scanned documents to the Company's official email address or uploaded to the Client Area

4.1.6. Additional proof of identifications and other documentation may be required depending on the jurisdiction of the Client and depending on the PSP he/she used. In compliance with the Company's KYC Policy, the Client agrees to provide those required documents to verify further his/her use of the Company's services.

4.1.7. The Client also gives to the Company, its Managers, Agents, Brokers, and Support Team full authorization to carry out actions such as credit and identity confirmation as deemed necessary. This would include a constant background check, as well as a reference request from the Client's bank that would include an agreement in assisting the Company when necessary.

4.1.8. The Client acknowledges that this would require them to give and provide personal information to the Company's representatives who may be located outside their country of residence. The Client gives the Company the permission to give the necessary information regarding his/her account to any person who is deemed to be seeking a reference or information in good faith.

4.1.9. The Company, along with its subsites or subdomains, is also given authorization to contact the Client at any given, but reasonable, time with the purpose of discussing the business or the account for whatever purpose it may serve. On instances that the Client suddenly decides not to allow the Company and any of its subsets to contact him/her anymore, the Client is obliged to inform the Company directly.

4.1.10. The Company reserves the right to store, collect, and process data or information given by the Client in relation to the entirety of the Agreement between the Company and the Client.

4.1.11. The Client's data, information, and records can be provided as an evidence of their transaction with the Company in relation to the services provided.

4.1.12. The following documents for Corporate Account are also required:

- ID of Client representing the Company
- Utility Bill of the represented Company
- Legal Approval for Company-funds usage

4.1.13. The Client hereby acknowledges that the Company relies on the data submitted to them in carrying out and in processing their account and the services availed from the Company provided that the personal information is up to date, accurate, and correct.

## Section 2. Liability

4.2.1. The Company shall not have any liability for the loss of data due to unexpected technical issues such as a system crash, power cuts, program failures, illegal intervention, and other errors in the system.

4.2.2. The Company will not be responsible for damages or losses that the Client may suffer due to sudden loss of information due to failure in the Company's system or services. Should the Company deem the fault to be completely its responsibility, a compensation or retrieval of loss funds or information will be conducted by the Company.

4.2.3. Keeping of receipts, order notices, instructions, and any other records of transactions will be the sole responsibility of the Client. Nevertheless, the following could be given to the Client through an instructed request. However, the Company does not guarantee the availability of the information or data to be requested by the Client.

4.2.4. The Client acknowledges that the Company has the right to suspend or cancel a Client's account in cases which security breaches occur but is not responsible for any further damages following the account's closure or cancellation.

## Section 3. Information Disclosure

4.3.1. The Company does not disclose or share its Client's information, whether it is currently an active account or an inactive one which has been closed to parties non-affiliated with the Company. However, the Client agrees that information may be disclosed by the Company to third parties in compliance with applicable laws, regulations, and/or rules from the area or jurisdiction that the Client currently resides in or in the area where the Client stated as his/her legal or current residence (e.g. the Company might disclose the Client's personal information when the Company is in cooperation with law enforcement agencies in compliance with subpoenas or other court requests).

4.3.2. While the Client's personal information is protected by the Company's Personal Information protection, all of the Client's portfolio, trading data, trading performance, etc., shall not be placed under these terms and are therefore considered as the Company's property and is non-confidential. These information or data are automatically granted to the Company as their property which is non-exclusive, transferable, royalty-free, and licensed to the Company for use, copy, duplicate, and publish.

4.3.3. E-mail messages, chat conversations, telephone calls, and other means of communication with the Company and its representatives might be recorded by the Company. These recordings, then, shall be the Company's property. Agreement to the

entirety of the terms and conditions will automatically grant the Company the rights to keep any future conversations, emails, and other communication messages.

4.3.4. All recorded conversations with the Client, including emails and chat messages, will be kept and maintained by the Company for a minimum of three (3) years from the date of the account activation. Records may be kept longer in terms of contract changes, extension, termination, or expiration.

4.3.4. All Client's information is recorded by the Company data security technology, which includes the use of tools and programs such as firewalls and data encryption that will prevent third-party from having the Company's servers intercepted, therefore laying out the Client's personal information vulnerable. Rest assured that the Company maintains a high level of security system that works to safeguard access to the Company's systems and data.

4.3.5. The Company has the right to reject provision of any duplicate or original copies of internal documentation to prevent illegal or harmful use.

4.3.6. By accepting these Terms and Conditions, the Company is given full authorization to provide any legal or tax authorities and any party or agency authorized to conduct an audit or investigation, information and transactions relevant to the Client's account.

## **Section 4. Verification of Information and Identity**

4.4.1. By accepting these Terms and Conditions, the Client agrees that the Company and its representatives have the right to go through and process personal data and information submitted by the Client to the Company.

4.4.2. This process would include storing, processing, and using the data to carry out the services that the Client has availed from the Company. Should the Company's representatives deem it necessary, the Company will be doing a verification of the information submitted to the Company from third-party agencies authorized to provide such services. The Client agrees to the Company's use of these third parties and gives the Company authorization to provide them with the information that the Company has received from the Clients.

4.4.3. The Company has the right to contact the Client from time to time with the sole purpose of keeping the Client's records and information up to date.

4.4.4. The Client agrees that the process of verification includes carrying it inside or outside the area of jurisdiction or residence the Client hails from. Account verification may be achieved through email address confirmation, personal phone calls from the Company's representatives, and presentation of scanned documents through live chat or conversations. This information is subject to be processed in accordance with the provisions of the Company's entire Terms and Conditions.

4.4.5. It is the Client's duty to give and submit only reliable information to the Company that will be used for the activation and management of their account. The Company will not be liable for any claim from the Client including losses or damages that was supposedly caused by false or inaccurate information submitted by the Client to the Company.

4.4.6. Should the Company suspect or detect a fraud or a phony account, the Company will automatically suspend the account and its trades. It is at the Company's own discretion to close the opened financial betting contracts at reasonable causes. Claims against the Company will not be entertained. However, the Company may take precautionary measures to ensure that these claims will be addressed and investigated.

## ***Chapter 5. Services***

### **Section 1. Legitimacy**

5.1.1. Whether traders who would like to be registered with the Company holds enough or very ample amount of experience in trading with the financial markets, the Company is not authorized to give clients advice on investment and portfolio management which is not included in this Agreement.

5.1.2. The Company requires a brief examination of the Client's knowledge and background in online trading which will be obtained from the Client through assessment to ensure the Client's capability to understand the business and risks posed by currency pairs and online trading. These restrictions, however, would only be applicable to the Company's services where actual investment or money is needed and therefore does not apply to demo or trial accounts.

5.1.3. Comments, opinions, and statements coming from the Company's website, subsites, social media sites, forum sites posted or written by any of the Company's representatives should not be taken as advice in regard to the services offered by the Company whether the statement has been made prior or after the Client's date of registration.



## Section 2. Access to Services

5.2.1. The positions between the Company and the Client will only be on an execution-only basis and the Company is not liable or obliged to provide the Client with professional investment advice or input related to the transaction. Should any of the Company's representatives provide the Client an opinion or an encouragement regarding an ongoing position, this would not be recorded as official advice and is at the discretion of the Client to take the same into consideration.

5.2.2. Therefore, the Company will not be held liable for any losses or damages if these are caused by the comment or opinion given by the representative, as the Company was under no kind of obligation to do so in the first place. The Client agrees that it is not enough to base the proceedings of their decision in regard to the transaction.

5.2.3. In case that the Company's managers or representatives will offer to the Clients advice on trading and investment on occasions such as promotions, the Client then would be then subject to different terms and conditions which would be made available to the Client should such deal be made.

5.2.4. Notwithstanding, the Client agrees that losses, damages, extra costs or expenses brought by misunderstanding, mistakes, negligence caused by indirect comments or unsuitable and inappropriate information or advice would not be the responsibility of the Company unless the management sees fit otherwise.

5.2.5. The Client also agrees and acknowledges that during all circumstances of inquiry, verification, or confirmation from the Company regarding the Client's transactions do not and cannot be translated or constituted as advice or recommendation to be taken into action in relation to the current or next transactions.

5.2.6. While the Company will be doing its best to ensure that the Clients are given the best quality of services and instruction in executing trading transactions and orders, the Company can also refuse or cancel these rights to clients who will not be cooperating and do not consent to the basic terms of the Company's execution introductions.

## Section 3. Account Types

5.3.1. The Company offers a number of account types that suits to a wide variety of needs with different and varying features to match the trader's experience, expertise, background, and needs.

5.3.2. The Company has the right to keep some of the account types unavailable to the Clients which might be caused primarily by jurisdictional issues. The Company also reserves the right

to modify, change, or replace the features of each account type at the its own discretion. The Company will inform its clients about the account type users through an email or with an announcement through the Company's official website.

5.3.3. The Client is obliged to immediately inform the Company of any changes he/she wishes to make in the current conditions and features of his/her account that may affect any ongoing transactions or open positions.

5.3.4. The Client agrees that the quota for VIP Accounts is 15,000 shares per asset. The Company reserves the right to charge the Client separate fees if he/she does not reach the said quota, where his/her access to the services may also be restricted.

5.3.5. The Company requires a minimum of \$100.00 to keep a trading account active. Trading accounts that do not meet the required amount are subject to termination or restriction of services. The Client guarantees that he/she is capable of maintaining the said amount to avoid immediate termination.

## **Section 4. Ongoing Transactions**

5.4.1. The Company has the right to pay and accept services, commissions, or remunerations in order to improve and advance ongoing transactions conducted by the Client, which includes, inter alia, dealing with the underlying markets in relation to the Client's transactions.

5.4.2. While investment advice is not under the Company's responsibility, third parties may be consulted by the Client at his/her own discretion. Any fault, loss, or damages caused by third-party professional advice or counsel will not fall under the Company's liability.

5.4.3. Issues such as suspicious transactions will give the Company automatic right to intervene or intercept should the management deem it necessary and will not result into any further damages or losses for the part of the Client and the Company.

5.4.4. By agreeing to these terms, the Client acknowledges that he/she is aware of the conflicts and losses that may arise from conflict of interests in relation to ongoing transactions in the account.

## **Section 5. Cancellation Policy**

5.5.1. The Client has the right to cancel services, ongoing trades, and orders from the Company provided he/she submits a written consent to the Company's official email address. While they may be cancelled, the instruction from the Client cannot be withdrawn or amended as soon as the cancellation has been carried out upon the Client's consent. Losses will not be refunded to the Client.

5.5.2. The Company also may choose not to accept any orders or instructions to conduct transactions at its absolute discretion should it be deemed void. This may be due to system failures in the Company's trading platform or for reasons of reaching the maximum limit in the number of orders placed by the Client.

5.5.3. The Company in such a case will be free of any liability or claims of losses, proceedings, and damages caused by unauthorized cancellation of the services.

5.5.4. The Client, upon his/her request of service cancellation, shall fulfill outstanding obligations (which may be Agreements, Contracts, and/or Credits) to the Company accordingly.

## ***Chapter 6. Placing and Execution of Orders***

6.1. This Agreement shall acknowledge the Client's orders placed through the Company's Electronic Trading Platforms and email.

6.2. The Client will be given exclusive log-in details from the Company in order to be able to access the Electronic Trading Platform and begin submitting orders.

6.3. To finalize an order, the Client is required to enter security information as a prerequisite before the orders get accepted.

6.4. The Client is obliged to give contact details (email addresses, phone numbers, and mailing address) to the Company as an essential part of this Agreement; while the Company is not obligated to provide the Client with any record or information as part of the Company's Privacy Policy.

6.5. The Client order is considered to be accepted once the used Trading Platform indicated receipt of request.

6.6. With the acceptance of the Client's orders and instructions by the Company, the Client understands that the execution price can be different than the price indicated when the order was entered, if there would be changes in the market price at some point while executing the order. Such is under the Order Execution Policy, wherein execution of a specific order can take about a few seconds or more.

6.7. In case that the Client is not sure if his/her order has been accepted or a trade has been performed, he/she may always contact the Company, and the Client will be eagerly assisted by the Company's accommodating help desk staff.

6.8. Upon the placement of orders, the Company follows a "first in, first out" scheme. It means that the sequence upon which the Client orders are positioned depends on the chain of orders the Client placed and got accepted by the Company.

6.9. The Client has the obligation to ensure that the trades and assumptions made are correct. The Company will not be held responsible for any mistake in the trades executed by the Client.

6.10. In placing the Client's orders, the Client hereby accepts in full understanding that he/she is entering a trading activity where the price and price movement is dependent on the Financial Instrument itself. The Client holds no right on the Financial Instrument being used.

6.11. The Order Execution Policy contains the types of orders that the Company's Electronic Trading Platforms accept. Full details are provided about the types of orders that are

available on the said platform. Such policy can be modified every now and then without prior notice.

6.12. It is the Client's sole responsibility to ensure that any consequence result of an order placed with us, can either strengthen or decrease his/her exposure in an existing position. This also applies in case he/she opens a new position or closes an existing one.

6.13. The Client, after submitting an order, must make his self/herself available for further order confirmations as well as other communications that are deemed necessary.

6.14. When it comes to account monitoring, the Client must make it a point to set a part of his or her schedule to check if he/she has open positions in the account.

6.15. The Company holds the right to restrict, suspend, or even cancel the Client's privilege to trade with the Company to counteract any possible violation of the laws and regulations stipulated in this Agreement. In cases where the Client's funds or Margin are insufficient or pursuing a trade would break any trading limits set, the Company reserves the right to forbid such trade.

6.16. The Client's instructions can be coursed through the Online Trading Platform.

6.17. If the Company receives instructions via email, the Company will consider acknowledging the instructions and shall decide whether such instructions given shall be approved. When there are instructions given to the Company outside the Online Trading Platform, the Client is advised to confirm such relayed instructions in writing before execution.

6.18. When placing an order, the Client acknowledges that the terms of the order (market order, limit order, stop loss order, etc.) and the relevant price and lot size must be clearly specified.

6.19. The Company can execute any order provided that such execution does not exceed the Risk Management Policy and the maximum risk levels and limits that liquidity providers can accept.

6.20. It is possible that an order would not be executed if the liquidity provider has not given a price for it yet. Orders will only be executed within the liquidity provider's relevant Bid and Ask prices and in compliance with this Agreement.

6.21. The Client hereby recognizes the concepts of price slippage or market gapping and is aware that various factors may come into play that can result to abrupt price movements, either to the Client's advantage or disadvantage (benefit or not). The Client accepts that such instance is beyond the control of both parties (Client and Company).

6.22. The Company ensures that it is acting in accordance with the stipulated duties and responsibilities in this Agreement, however, factors that are beyond the Company's control like the volatility of the market, the market data latency, the speed of the Client's internet connection, and the orders shall be executed at the first price obtained on the Financial Instrument used. Furthermore, the Company will take the appropriate and reasonable steps in such circumstances of price slippage and market gapping. The Company would always act in conformity with its obligations under the appropriate laws and regulations.

6.23. The Client is responsible for ensuring the proper monitoring of orders for execution that he/she has placed with the Company.

6.24. The Client must understand that all financial transactions always involve at least two parties or what is known as "counter-party." Counterparties exist since transactions are naturally dual in nature. This means that the Company is the Client's counterparty for each trade. The Client cannot close a certain position with a different firm that has a different price nor transfer his/her position to another firm.

6.25. The Company releases a quote showing two prices (Bid and Ask) that the Client may look into and take advantage of.

6.26. The Company shall only accept orders based on prices that are valid and existing while the Client submits the order.

6.27. The Company, at any given time, can modify the quoted prices and other trading conditions, including leverage, contract size, and spreads, and such modification will take effect immediately without prior notification, which may be due to market events and volatility.

6.28. During situations where it is obviously beyond the control of the Company (such as in the case of Force Majeure Events), a possible technical or system failure might arise, and prices may not be provided to the Client.

6.29. Every order shall be executed following the Order Execution Policy which will be provided to the Client as part of the basic starter kit.

6.30. The Client shall receive for every order a quote through the Electronic Trading Platform as part of the General Terms of this Agreement.

6.31. The Company is not compelled to give price quotations to, or accept orders from, the Client if the financial instruments are restricted from trading for whatever reason deemed rightful and equitable.

6.32. Regardless the opted means of the Client with the submission of the order (via the Electronic Trading Platform or email), the Client is responsible to carry out each order

submission and ensure that it meets the requirements and the requisites stipulated in this Agreement.

6.33. The Company will not be held accountable for any inaccuracy, which may arise, during the execution of the order of the Client. The Company reserves the right, at its own preference, in setting the limits for the following:

- Submission of Client orders
- Volume of Client orders
- Opening of new positions and its value during the day
- Such limits can be amended immediately.

6.34. Should the Client exceed the stated limits, the Company has the right to restrict the Client to submit new orders and even opening new positions. The Company can also, at its own discretion, cancel transactions and/or close (partially or completely) any existing positions.

6.35. Contracts and other derivatives that reach expiration will be closed systematically unless the trading account qualifies statistic requirements or if it is in good condition where the Client may be able to transfer to a different liquidity provider.

6.36. Positive growing dynamics are the difference between closed positions in profit that do not exceed the negative open positions. Statistics are only counted for positive transactions after deducting the total negative.

## ***Chapter 7. Cancellation and Withdrawal of Orders***

7.1. The Client reserves the right to cancel or withdraw his/her orders. However, the Client can only request for cancellation of any order, only if the Company has not acted upon the concerned order.

7.2. If a Client would like to change, remove or cancel a particular order, he/she must execute the cancellation within the trading hours for each relevant market. Such information can be found on the Company's website for the Client's reference.

7.3. The Company holds the privilege to cancel market orders that were not executed due to insufficiency of volume to fill them. Therefore, such orders would not remain effective and will be cancelled out by the Company.

7.4. The Client further acknowledges that orders can be cancelled on the condition that such orders have not yet been matched.

7.5. For partially filled orders, the Client can only cancel the unfilled segment or part of the orders.

7.6. The Client understands that cancellation of orders is not allowed during market posting periods (both pre-open and pre-close).

7.7. The Client must access the Company's trading platform in order to view or modify his/her pending orders. By accessing the Website, the Client will find a list of his/her orders and his/her options. If the Client wants to proceed a cancellation of his/her order, the relevant option must be chosen. If this is the case, the Client will receive a confirmation message and the Client would need to re-enter his/her password for verification purposes.

7.8. It is the Client's accountability to ensure that the request for cancellation has been permitted.

7.9. If the Client faces any problem when cancelling the order, he/she must call the Company's help desk support.

7.10. The Company provides an accessible and user-friendly website with an interface which is accessible to any device with a standard mobile web browser.

7.11. The Client is given the opportunity to determine the expiration of his/her limit orders. The choices are as follows: Day, Day + Extended Hours, Good Until Canceled + Extended Hours, Extended AM or Extended PM.

7.12. Should the Client have further questions, he/she shall contact the Company's Support Team.



7.13. The Client has the ability to change the expiration date of pending orders, delete, or modify a pending order before it gets executed.

7.14. The Company is accountable for the processing of the cancellation requests of the Clients.

However, in cases which the original orders have been executed already in the marketplace, the Company will no longer be able to cancel such order and will be considered as "too late to cancel."

7.15. The Client must remember the fact that he/she cannot cancel orders being currently traded in the market.

7.16. To avoid exceeding the available funds and/or overselling a position, the Client is solely responsible for ensuring that his/her pending orders are totally cancelled before proceeding to place any other orders. The Client must take into consideration that cancellation of an order can be done in two ways, through the trading platform or via email. All orders will be considered as "GO" unless the instruction to cancel is made by the Client.

7.17. The Company is entitled to cancel the Client's order if it violates any of the conditions stated in this Agreement. The Company may still cancel the Client's order in case the Company recognizes any breach of the conditions set out in this Agreement and the order has already been executed.

7.18. The Company keeps the right to cancel any Client order for the following reasons:

- technological disruptions (internet and network communications);
- as ordered by the court due to antifraud or anti-money laundering acts;
- if the legality or authenticity of the order is under suspicion;
- automatic rejection of the Company's system due to trading limits being carried out;
- during abnormal market conditions;
- if the Client lacks sufficient funds in his/her account;
- if the Client's balance goes below zero.

7.19. The Client has the ability to change the expiration dates of his/her pending orders before such orders will be executed in the market by cancelling such orders and by placing a new one.

7.20. The Client must ensure that the Company has granted the cancellation of his/her order/s before proceeding with a new order. Changes and cancellation procedures must only be done during the predetermined trading hours of the Company. If the desired cancellation is accomplished during the Company's off hours, it would not be acknowledged even after the market has opened.

7.21. It must be considered that only unmatched orders can be cancelled by the Client. For partially filled orders, only the unfilled portion can be cancelled by the Client. The Client must, at all cost, ensure that orders have been successfully cancelled even if it requires calling the support team of the Company for further verification.

7.22. Cancellation of orders is not probable if the Client is doing it during the pre-open and pre-close period of the market posting periods.

7.23. The Client must access the trading platform carefully, as to ensure that the desired action (e.g.: cancellation of orders) will successfully take place.

7.24. Log-in details must be secured by the Client as such information will be used to verify further actions like order cancellation.

7.25. Depending on the preference of the Client, he/she must be given the option to opt for the expiration of the orders he/she has placed in the market.

7.26. Cancellations made at the last minute are considered as too risky. The Company must be able to process any cancellation request just before it gets executed in the market.

7.27. The Client should demonstrate responsibility in monitoring his/her open positions and must not neglect that cancellation of orders is not viable when orders are being traded in the market.

7.28. Lack of adequate funds must be avoided by the Client and this is only possible if he/she thoroughly ensures that pending orders are cancelled before being further progressed.

7.29. All orders are considered good unless cancelled by the Client. Order cancellation can be done by using the Electronic Trading Platform.

7.30. If the Client will be placed under investigation due to fraud or anti-money laundering acts, the Company holds the right to cancel the Client's existing orders.

7.31. The Company, at any time, may cancel the Client's orders in cases of anomalous market conditions and violations against this Agreement are found out whenever.

7.32. The Company can only cancel orders that are being explicitly requested by the Client. The Company would not be liable for any losses or damages that would incur in the event that the Client fails to clearly express his/her cancelling of his/her order/s.

7.33. A Good-Till-Cancelled order is valid until such has been completed or cancelled by the Client. It is the sole obligation of the Client to regularly check the status of his/her orders for an update.

7.34. For convenience purposes, the Client can access the Electronic Trading Platform with the use of his/her mobile device and such access will be assured by the Company.

7.35. The Client acknowledges that he/she cannot proceed with the cancellation or modification of his/her orders during a pre-open or pre-close period.

## ***Chapter 8. Limitation of Orders***

8.1. The Company has the right to limit Client's orders, especially for the purpose of avoiding the occurrence of any violation of the provisions of this Agreement.

8.2. This Agreement follows a risk management policy and the Company reserves the right to refuse (either in whole or in part) or limit any order of the Client, if the former sees insufficiency of funds should the order be granted.

8.3. The Company has the absolute discretion to set limits and parameters to control the Client's ability to place orders in accordance with the provisions of this Agreement.

8.4. At any given time, the Company can require from the Client to limit the number of open positions.

8.5. The trading limits being referred to in this Agreement can be modified (increased, decreased, removed or even added) by the Company with absolute discretion and without any limitation. 8.6. The Company can control the Client's maximum order amounts and sizes. Controls that need to be implemented, including, but not limited to, verification procedures to ensure that relevant orders are really from the Client, can be imposed by the Company in its Electronic Trading Platform.

8.7. Any other limits, controls or parameters that the Company deemed to be necessary and required can be implemented as long as these are in accordance with the provisions of this Agreement.

8.8. Based on a number of factors, the Company has the means to modify both the maximum and minimum trade sizes.

8.9. Details of the maximum and minimum trade sizes must be provided by the Company to the Client. The latter must be able to strictly follow the maximum and minimum trade sizes applicable at a certain time.

8.10. It is under the Company's discretion to decide if it will waive both maximum and minimum trade sizes to be valid for a certain period. The Company can impose limitations or even restrictions to the Client's account in relation to the allowable number of transactions, the types of transactions or even securities that the Client may carry out.

8.11. The limitations, requirements and restrictions that may be imposed by the Company can differ among accounts and transactions. Such changes will be communicated by the former to the latter.

8.12. The Client agrees that the Company has the right to call for a limit in orders and must abide with such instruction from the Company to avoid any further difficulty.

8.13. The Liquidity Provider at its own discretion can impose, at any time, trading limits on orders such as:

- trading hour limitation;
- types of products which may be traded; and
- trading volume and amount limit.

8.14. The Company reserves the right to limit the Client's orders given the risks of volatile markets and for helping the Client to manage his/her investment strategies.

8.15. The Client acknowledges that he/she fully understands the terms and conditions stipulated in this Agreement regarding the limits on orders as enforced by the Company.

8.16. During prearranged order limitations, the Client must take all necessary precautions to ensure compliance with all terms and conditions written in this Agreement.

8.17. The Company has the right to set limits on the orders of the Client as deemed appropriate to retain smooth operations and to be able to protect its interests as well as the interests of other clients.

8.18. The Client shall be responsible for all of the orders as well as the accuracy of information entered during the determined limitation on orders provided by the Company.

8.19. The Client confirms that he/she understands the content of this Chapter and hereby pledges that he/she will dutifully follow the terms and conditions stipulated in this Agreement.

8.20. The Client agrees that any telephone conversation can be recorded by the Company, on reasonable grounds, to ensure that the terms and exchanges of conversation are understood well in such period of order limitations. Such records shall be considered as the property of the Company and shall be acknowledged by the Client as a supporting evidence of his/her orders or instructions.

8.21. The Company can use such relevant recordings and/or transcripts concerning limitations of orders for any purpose it regards as reasonable and necessary.

8.22. The Company has the right to refuse in providing the Client recordings and any information.

8.23. The Company, in its sole discretion, may reject any Client order or instruction that the former sees as exceeding the set limitations on orders.

8.24. When specific risks are identified by the Company, the latter can restrict or put limits on orders made by the Client as part of its risk management procedures in accordance with the relevant terms and conditions as specified in this Agreement.

8.25. Determination of limitations on orders shall be at the Company's sole decision.

8.26. In the case of any communication or technical failure, the Company reserves the right to limit the Client's orders, in order to protect the former from any future liability.

8.27. The Company, even in periods of limitations of Client orders, must act and decide in a fair manner on any concern involving the Client and must reach a resolution just for both parties.

8.28. The Company may declare all affected orders or instructions as void in case the Client exceeds the allowable limit set by the former.

8.29. In case the Client incurs any loss in such order limitations condition, the Company will not be liable for such loss (i.e. loss of profits, income, or opportunity).

8.30. The Company has the right to consider the volume of the Client's order as well as the current market condition to execute and limit some of the Client's orders.

8.31. The Client, therefore, acknowledges that he/she is responsible for reviewing the content of this Agreement and must be updated on the amendments being issued by the Company.

8.32. The Company must determine all Client limitations on orders without prejudice or forms of abuse that could violate the terms and conditions set in this Agreement.

8.33. All limitations on orders set by the Company shall be for the sake of the sustenance of smooth operations of the Electronic Trading Platform of the Company.

8.34. The Company reserves the right to impose limitations on trading to prevent risky orders from the Client; such as in cases that the Client is deemed to abuse the system of the Company or the Client's actions impose threat to the former's Electronic Trading Platform.

8.35. The Company is permitted to take all reasonable steps to attain the best possible results for its Clients, even if it entails setting limitations on orders.

8.36. The Client can be ordered by the Company to limit the number of orders to make, however, the latter has the ultimate responsibility to keep the former notified at all times.

8.37. At any point in time, the Company has the sole right to amend the prearranged trading limits mentioned in this Agreement.

8.38. The Company can set the maximum and minimum trade sizes and quantity for a specific period it deems necessary and beneficial.

8.39. The Client, in order to be able to ensure that the allowable limit is being followed, must confirm all the necessary details and information to the Company by means of calling the latter's Support Team.

8.40. If the market conditions are supposed to be abnormal, the Company can immediately decide to limit the Client's orders.

8.41. The Company has its identified risk tolerance; if such has been threatened, the Company may be driven to enforce limits on orders being made by the Client.

8.42. If any irregularity arises when the Company implements and controls the orders, the Company can call for limitations on orders by the Client.

8.43. Supplementary controls that the Company need to implement must be in accordance with the terms and conditions of this Agreement.

8.44. Should the Company find out that the Client is guilty of committing market misconduct/s, the former can impose mandatory limits on the latter.

8.45. The Client hereby accepts that the provisions in this Agreement pertaining to the limitations in the orders may be subject to alterations from time to time.

## ***Chapter 9. Unauthorized Use of Accounts***

9.1. The Company will provide, for each account, the Client with an exclusive username and password that will allow the Client to:

9.1.1. use and access his/her account for the purpose of assessing real-time evaluations of his/her open trading positions and consulting and/or analyzing past transactions and account data;

9.1.2. gain entry and use his/her account for the purpose of going into transactions and/or deals and set trades associated with the transactions and/or contracts. The logins and passwords will continue to be in effect unless terminated by either party;

9.1.3. have access to alternate logins and passwords which will be made available to the Client by the Company at any time as it sees fit so as to protect the security of the Client's account and/or avoid unauthorized access and/or use of the Client's account; wherein the Client acknowledges and agrees that he/she will be in charge of protecting the privacy and use of his/her account, password, and access codes;

9.1.4. The Client agrees that the relevant password or access codes that will be given by the Company shall only be used by him/her, or by the Client's Authorized Person which the Company agreed to appoint.

9.2. The Client shall not, for any reason, disclose his/her account, account number, password, and/or access codes to anyone else.

9.3. The Client is required to make sure that the devices by which he/she trades with the Company or Trading Platforms are not left unattended or are being utilized by any third party in order to carry out trading activity by means of using his/her account, and that any passwords, access codes, and/or security data used intended for gaining entry to the Client's account are kept secured and out of the reach of other persons all the time.

9.4. The Client is primarily responsible for all and any loss that may occur in his/her account by unauthorized access and use of his/her account, including the loss encountered as a result of lost or stolen passwords or other security information.

9.5. The Company may depend on all instructions, orders, and other contacts coming in by means of the Client's access codes, and the Client will be constricted by any transaction going through or expense encountered on the Client's behalf in reliance on such instructions, orders, and other communications; and

9.6. If the Client became aware and believes or suspects that his/her account has been lost, stolen, compromised, or is being used by any third party without his/her permission or



consent, the Client shall inform the Company immediately by means of contacting the Company's Customer Support Department through email or Live Chat. If the Company receives the Client's notification within Business Hours, the password of the account will be reset at once upon acknowledgement of his/her notice. If the Company receives the Client's notification outside Business Hours, the password of the account will be reset as soon as reasonably possible.

9.7. The Company may, but is not obliged to, notify the Client of any activity which the Company considers that is carried out by means of the Client's account without his/her authorization, and in such situation where the Company reasonably believes this is the case, the Company may, in its discretion, put on hold the Client's right to use or access his/her account until the Client verifies to the Company that all trading activity carried out using his/her account is approved by him/her. The Company is not held liable if access to the Client's account was not postponed at such appointed time.

9.8. In case that the Client has more than one account with the Company, the Company has the right to consider all such accounts as if they were under one account in order to control the number of accounts maintained by a single household at its best judgment.

9.9. Further to the above, the Client is particularly made aware, nonetheless, that, except closed manually, all such positions may be turned over on a constant basis, and in that way as a result, all accounts may sustain a cost for such rollover.

9.10. The Client shall ensure that he/she acts in accordance with:

9.10.1. Any additional terms and conditions determined and stated in this Agreement;

9.10.2. Any other Terms and Conditions relevant to the transactions observed under this Agreement, as from time to time in use.

9.11. Clients are obliged to provide additional information that the Company may ask from time to time as part of its responsibilities to act in accordance with the Anti-Money Laundering (AML) Policy and Know Your Customer (KYC) Legislation and/or with any other significant third party.

9.12. The Client may consent his/her first-degree relatives to trade with the Company through his/her account (authorized persons) given that:

9.12.1. The Company has set its prior written approval to this; the Client has been provided with all the certification needed for this intention, including, without limitation, all customer identification and KYC Legislation documents on the subject of such authorized person's comprehension and experience permitting the Company to decide whether derivative trading is suitable for the Client.

9.12.2. No approved person of the Client can play the part of the authorized person or any other customer. The Company persists in the right to refuse to consent any proposed authorized person and to suspend or terminate approval to such authorized person trading with the Client's account.

9.12.3. Any orders set, or trades carried out using the Client's account, through his/her authorized persons, are tied on the Client as if they were given by the Client himself.

9.13. The Company is not responsible for, and has no obligation to compensate the Client for, any incurred damages which the Company may go through from the Client's trouble in order to take the right course of action, so as to protect the security of the Client's account, passwords, and access code. Should the Client fail to prevent anyone from any sanctioned entry or use of his/her account, the Company shall not be held responsible for any legal, administrative or arbitral dealings and expense-related thereto. The Client shall compensate the Company for all the damages, costs, and expenditures taking place as a result of non-compliance with this section.

9.14. The Company shall not be held liable for any unauthorized access and/or use by minors in any mean or approach, and the Company is not accountable for verifying whether any transactions and/or contracts the Client may input are inappropriate or suitable for itself.

9.15. By agreeing to these Terms and Conditions, the Client gives permission to the Company and to its representatives to look into the credit status and with respect therewith to get in touch with such financial establishments and credit officials as the Company deems suitable to validate such information.

9.16. The Client concurs not to allow any information he/she accesses by means of the Company's electronic services to be exposed, broadcasted, retransmitted, duplicated, professionally or publicly made use of or otherwise re-distributed or to be utilized in order to produce any unoriginal works including databases.

9.17. The Client recognizes that different legislation applies to each country in relation to the financial deals, therefore, it is the Client's sole responsibility to make sure that he/she completely acts in accordance with any law, instruction, or order applicable to his/her country of residency or in the case of an authorized individual in his/her country of development, incorporation and/ or domiciliation in connection with gaining entry and/or utilizing the Company's online trading facility.

## ***Chapter 10. Islamic Accounts***

10.1. The Company presents the opportunity to open Islamic (Swap-Free) accounts which are accessible only to those Clients who cannot make use of swaps as a result of their religious beliefs. For that reason, in all events where an application for an Islamic account is reported to the Company, the Company upholds the right to verify the need of such change.

10.2. The Company at its sole discretion upholds the right to decline the processing of any such application when deems necessary.

10.3. The conversion of a genuine trading account to an Islamic account is carried out only upon the request and approval of those Clients who fulfilled and presented an application for an Islamic Account.

10.4. Upon the acknowledgment of such a properly signed and carried out application, the Company shall assess the application and any additional documents forwarded, and the Company shall notify the Client who applied for the conversion by means of e-mail whether the application is approved or not.

10.5. On the occasion when the Client who, as a result of his/her practice of Islamic religious beliefs, cannot obtain or pay interest, such Client can choose to designate, in a way offered by the Company in view of the fact that this can be revised from time to time, their trading account to be a rollover interest-free account, not charged with, or free of, premiums and/or rollovers and/ or interest, specifically an Islamic Account.

10.6. The Client hereby validates and/or agrees and/or declares that a request to submit their account as Islamic shall only be made by reason of the said Islamic religious beliefs and for no other reason at all.

10.7. The Company upholds the right to refuse permission for acknowledging the request of a Client so as to designate their account as an Islamic account, upon its sole and absolute judgment which shall be final and unquestionable upon the Client.

10.8. On the occasion that the Company suspects that a Client is misusing the rights granted to him/her by the categorization of the Account as Islamic Account, the Company has the authority without prior notice to:

10.8.1. increase the commission upon every trade carried out on the Islamic Account;

10.8.2. call of the special privileges and/or terms bestowed to the Account by reason of its classification as Islamic Account, revoke the designation of the Account as Islamic Account and turn it into a normal trading account;

10.8.3. limit and/or prevent the Client from hedging his/her positions; and

10.8.4. close, at its sole discretion, any open positions and put them back up upon the existing market price.

10.9. The Client hereby acknowledges and agrees that he/she shall bear all costs drawn from the above-mentioned actions, including but not limited to, the cost on the change of the coverage.

10.10. The Client is not allowed to use his/her Islamic Account for the purpose of making profits from swaps and may not ask for the payment of any swap fee that has been lost as a consequence of switching their bona fide trading account into one or more Islamic accounts for the period during which their valid trading account/s has/have been changed into one or more Islamic accounts.

10.11. The Company reserves the authority to pull out the Islamic condition approved to any real trading account at any time without being required to present any explanation or justification.

10.12. In the event that the Company became aware of any type of abuse, fraud, manipulation, cash back arbitrage, carry trades, and/or other kind of devious deceptive action which have something to do with any Islamic account of any Client, the Company upholds the right at any time to:

10.12.1. take back, with immediate effect, the Islamic classification from any and all existent-trading accounts of such Client that has been altered to Islamic Account;

10.12.2. to rectify and get back any non-accumulated swaps and related accrued interest operating expenses and/or costs concerning to any and all such Client's Islamic trading accounts throughout the period for which such accounts were switched into Islamic Account; and/or;

10.12.3. to close, with immediate effect, all trading accounts of the Client with the Company, cancel all trades carried out in the Client's trading accounts, and revoke all earnings or losses acquired in the Client's trading accounts.

10.13. The Client hereby recognizes and consents that with finishing and/or submitting to the Company the Islamic trading account application email and/or record forms through the Company's online trading facility, he/she agrees and accepts all the Terms of Use set in this Agreement, particularly on this Chapter.

## ***Chapter 11. Amendments to this Agreement***

11.1. Any amendment of the sections hereof made by the Company shall be implemented immediately regardless of giving prior notice or not.

11.2. This Agreement shall be terminated in the following circumstances:

11.2.1. If one of the actions specified by the insolvency law was initiated against either party;

11.2.2. In case of death, dissolution, and/or voluntary liquidation;

11.2.3. In case the Company pulls out its consent given to the Client;

11.2.4. By means of termination of the Agreement.

11.3. The Client is given the right to independently denounce the contract remotely. This Agreement takes effect on the day the Client acquires and creates his/her Account, and upon the beginning of use of the Company's, any and/or all, Company's Services.

11.4. The Client is not subject to penalties in the case of unilateral denunciation or to the payment of services uncalled for, but the Client must pay all the fees appearing from the Company's activity as established upon in this Agreement, until the Company receives notice of denunciation.

11.5. The date of receipt of the notice by the Company is considered to be the date on which the Client receives the acknowledgement by mail (if sent by letter), or the date of communication and of receipt by the Company of the recognized receipt of the document.

11.6. The Client retains his/her responsibility for any duties he/she brought upon himself/herself prior to any termination, whether such termination is done by the Company or by the Client.

11.7. Any termination will only have an effect on transactions started, following the receipt by the Company of such notice and reasonable time to act on it.

11.8. The Company may transfer or assign the interests in the Client's Account or Agreement to any of their successors and delegates, whether by merger, consolidation, or otherwise.

11.9. In the event of such transfer or assignment, any existing rights and obligations at the time will proceed, and be binding on, the Client's administrators, successors, or delegates.

11.10. If the Client has overdue fees towards the Company, the Company may retrieve such amounts from the Client's financial instruments portfolio held by the Company or from any other assets until the balance is fully settled.

11.11. The Client cannot transfer its interests in its account or agreement with the exception of preceding written approval of the Company or by means of a bequest, business dissolution, or similar situations as permitted by the law, in which case any privilege and commitments present at the time will follow and be binding on the Client's successors, executors, administrators, descendants, or delegates.

11.12. In case of death, incapacitation, or any occurrence that causes the Client to be unfit to continue this Agreement with the Company, the Client's first-degree relative(s) shall thereby be the successor of his/her account.

11.13. In the event of an irregularity or inconsistency between the Client's consent in this Agreement and the approval in other services, property or business liaisons, accounts or contract between the Client and the Company, this Agreement will continue to be in effect.

11.14. If the Client provided permission, authorization, waiver, and/or sanction that the Company requested, the Agreement will persist to be applicable in full force and effect as relevant policies permit.

11.15. Some parts or sections of the Company's online trading facility may have a variety of particular terms of access and/or use posted thereon.

11.16. In the event that an inconsistency and/or conflict present between these Terms and Conditions, and any such particular conditions of access and/or use the latter, shall have entitlement with regards to the Client's right to entry and/or utilize of such related section or part of the Company's online trading facility.

11.17. The Agreement fulfilled between the Company and the Client may be revised and/or extended by means of integrity of conveying written approval by the parties in the type of a supplementary contract, which shall be by request.

11.18. In the event the Client desires to amend his/her primary identified account information as specified in this Agreement, he/she should fill in and put forward by way of either written or electronic means.

11.19. The Client is obliged to inform the Company or its intermediary on the subject of modification of any information given at the time of the signing of this Agreement and in fulfillment with the terms herein.

11.20. The general provisions of business may be changed in the method stated, not including the requirement of a supplementary written contract evidently signed by and between the Company and the Client.

11.21. The Agreement shall be concluded in the arrangement and behavior stated in the general provisions of business.

11.22. The general terms may be comprehensive and revised from time to time and will be relevant to any concerns not clearly sorted out by this Agreement.

11.23. Given the speculative attributes of trading in the financial market, the Client acknowledges that he/she cannot file a chargeback for the services of the Company considering the trading platform, client area, news and signals which are part of the provided services. For filed chargebacks, the Client agrees that his/her trading account will be inaccessible or terminated immediately thereafter.

11.24. Should the Client request for the termination of this Agreement, he/she must inform the Company via official email where the Client specifies his/her reason for his/her will to terminate the Agreement. The Company will review the request within fourteen (14) business days and will provide a confirmation to the Client. Before the Company officially terminates the Agreement, the Client must ensure that he/she does not have any ongoing obligations and dues toward the Company.

11.25. The Client can send his/her termination request to [consumer.queries@lbv.com](mailto:consumer.queries@lbv.com). After sending his/her termination request, the Client must wait for the official response from the Company with the resolution of his/her case. Only after receiving a response can the Client proceed with further actions regarding his/her termination request. The Client should send his/her inquiries using his/her registered email with the Company for prompt identification. In case of different email address usage regarding termination request, the Company reserves the right to reject the request. In case the Client has limited access to his/her registered email, he/she must directly inform the Company by email, prior to submitting his/her termination request.

11.26. Terminating this Agreement will not free either party from any obligation herein. Transactions delivered and agreed to herein will not exempt the Client from the responsibilities that may arise after the termination of the Agreement. If the Client does not comply with his/her obligations, the Company reserves the right to revoke the profits accumulated from the Company's services. The Company may change, update and/or alter the Agreement without prior notice.

11.27. The Client acknowledges that the following occurrences shall indicate an account closure request, where the Company reserves the right to implement a termination procedure without prior notice, in case that:

11.27.1. The trading account is unused or inactive for 30 days or more;

11.27.2. The most recent withdrawal request amounts to the total balance of the account; or if

11.27.3. The Client is unavailable or out of reach in all forms of communication.

11.28. The Client may sign an official confirmation of the trading account closure via email. The Company reserves the right to conduct the following procedures upon encountering such events:

11.28.1. Apply daily fees for inactivity;

11.28.2. Invalidate profits generated from the credit funds or bonuses regardless of the ongoing obligations of the Client;

11.28.3. Charge termination fees in case of unsettled obligations of the Client; and

11.28.4. Deduct bonuses or credit funds from the total equity of the trading account.



## ***Chapter 12. Exclusions, Limitation, and Indemnity***

### **Section 1. Exclusion**

12.1.1. The Company shall not be liable for any misconduct and negligence the Client make; the Company is also not liable for any damage and expense by the Client. The Company and its constituents shall not be held liable for any direct or indirect damage and breach from third-party software. This Agreement also extends to excluding the Company and its constituent from any physical harm and death; by agreeing, the Client is indemnifying the Company for any loss. By all means, the Company is not liable for any tax-related implications for the Client's transactions.

12.1.2. The Company is not held liable for any personal damage on devices and/or computer the Client has possession of; the Company strongly advises to have a regular check up on his/ her devices to ensure a virus-free trading. The Company also strongly advises the Clients to refrain from any third-party software and applications to ensure a malware-free device and trading. Malware attack and viruses are on the Client's own liability and he/she agrees to exclude the Company in all ways possible.

12.1.3. If the Client has managed to conclude that his/her account has been hacked or damaged, feel free to contact the Company, or any of the Company's authorized representative; the Company will then assess the situation. Take note that the Clients are always liable to the safety and security of his/her Account.

12.1.4. The Company will not be liable for any loss and/or damage on the Client's behalf; the Client shall be in full control of his/her account. The Company does not force the Clients to invest and trade as it is on the Client's own will and responsibility if anything occurs with his/her account. The Company also strongly advises not to deal outside the Company's premise as it may risk personal aspects and/or the Client's Account, personal information, and even loss of money. Third-party software and applications are not condoned by the Company and further debacle excludes the Company from any liability.

12.1.5. The Company has no direct relationship with the companies that are acting as payment services providers (the "PSPs") through which the Client processes his/her payments. The Company will not have any responsibility if dispute arises between the Client and the said service companies.

## Section 2. Limitation

12.2.1. Each and every transaction made by the Client to the Company is always on the implication of approval and acceptance; this includes electronic settlements. Remember that a transaction will be valid upon the approval of an Authorized person from the Company. Any third-party transactions shall be required with written confirmation and approval from the Client which shall indicate consent of authorization for the third-party to conduct the transaction.

12.2.2. The Company is to accept a transaction given that the full instructions were followed, and no falsification or forgery is guaranteed, then a settlement will be due, and a verification shall follow from the Company within the given time scope. Failure of fulfilling the above-mentioned will lead to invalidation of the transaction and account restriction. Furthermore, breaches and other falsifications and forgery after receiving a confirmation can and may result to relevant consequences and restrictions if proven to be true.

12.2.3. Validations of transactions are solely and exclusively for the Client; the validation is non-transferable and is uniquely binding to the Client alone. Further temperaments and falsifications from the validation can and may lead to possible consequences. The Client is responsible for his/her own validations and the Company will not be held liable for any possible damage and loss that can further occur.

12.2.4. Validations are expected to be settled if all remaining documents and deed are fulfilled. Further delay and holdup of said validation can occur anytime, as possible problems can arise in the Company. Failure to comply on behalf of the Company can signify tougher problems and conflicts internally, and if this happens, the Company will be held liable for any delay on services.

12.2.5. In the eve of not receiving any validation from the Company, even after receiving a confirmation, the Client must immediately inform the Company of the delay or the malfunction he/she has encountered. The Company can and will be able to deem any falsifications of appeal, and after deliberation the Company can dismiss the plea from the Company's logical and rational discretion.

12.2.6. The Client understands, agrees, and accepts that the Company cannot ask any additional information and data via third-party websites. Any fraudulent activities and communications are to be subjected as a possible scam. The Client must make sure to forward any uncertain request to the Company, where Authorized personnel can identify the authenticity of the request. The Company strongly opposes to any third-party validations of any request if the validation comes from a separate party; proceed with caution as the Company shall not be held liable of further damages and breaches.

12.2.7. Validation time can also depend on scale of transaction, and if it is pushed to the maximum limit, expect a longer period of validation as opposed to minimum transactions which can be tackled around the day. If a prolonged validation is experienced, contact the Company as soon as the Client can so the problem can be resolved as fast as possible. The Clients are also advised to be patient as a steady stream of traffic of validation is expected every day and the possibility of losing a transaction is inevitable.

12.2.8. The Company can and will refuse certain transactions that are deemed to be breaching a certain part of the Company's terms and conditions.

12.2.9. Any invalid transaction is going to be ignored, as the Company is solely liable for any transaction validation, given that the transaction is valid and relevant. Any possible step taken by the Client without the Company's prior knowledge can lead to deprivation, harm, and even loss of money. The Company iterates to comply and stay in the vicinity of the set terms and conditions of this Agreement to avoid any possible complication.

12.2.10. Do not proceed with sending multiple requests for the transaction if it has been rejected the first time, ensure that the documents being sent are correct and accurate. Errors, both major and minor, are grounds for invalidation of any request.

12.2.11. The Client agrees to abide the rules and regulations that the Company imposes. Failure to follow rules can lead to disqualification on any validation request the Client has submitted.

12.2.12. Any document and/or transaction that are for validations must stay within the confines of the Company's Terms and Conditions; failure to allocate any time on double-checking can lead to further disqualifications.

12.2.13. The Company can deliberately reject requests with rational discernment. In accordance with the Company's Terms and Conditions, rejection of transactions is expected. If in the Client's opinion he/she experiences an unjust judgment, the Client can contact the Company with his/ her valid points and facts.

12.2.14. The Company is to decide on the base currency transaction if certain Force Majeure events happen. If volatility strikes in an unexpected manner, the Company has the final judgment in determining the apropos market prices equivalent to the trading hours.

12.2.15. The Client is obligated to follow the Company's terms and conditions regarding the price determination. In the event of profound confusion, Clients are assured to have the best end if sharp market declines and market prices are highly affected.

12.2.16. The Company may, but is not required, to provide currency changes, and it is up to the Client to read any reconvening changes. The Company is not liable if the Client fails to check updates regarding such occurrences that can lead to loss of money.

12.2.17. The Client understands and agrees that his/her transactions will be converted to his/her base currency and that further service fee and other fees shall be settled respectively in accordance with the conditions of derivative positions.

12.2.18. The Company is not liable for any injustice, direct and/or indirect damage, and loss that the Client experiences with third-party contents. Any fraudulent cases and notification are to be forwarded to the Company, and to ensure the highest possible protection, the Company advises to manage or make any deal outside the Company's premises.

12.2.19. There will be no circumstance that the Company will provide any legal guidance, and the failure to immediately contact the Company can potentially lead to personal identifications breaches and loss of money.

12.2.20. The Company is not liable for any information leaked from the Client's end; the Client has the sole responsibility to protect their data and identities against fraudulent beings and third parties. The Company shall not be held liable against any charges that involve swindling and dealing with third parties and other actualities that offer legal guidance.

12.2.21. The Clients are the sole proprietor of their accounts; any possible loss and other failure will be on the Clients' care and supervision. Investments, transactions, and investment strategies made are solely by the Client's own free will and any loss will not be the hold under the Company's liability. For specific occurrences, contact the Company for further clarifications.

12.2.22. Remember that trading has high risk and high reward nature, losing funds is expected and none of this will be the Company's responsibility. Every decision the Client will be making is considered as his/her personal investment objectives and plan, every strategy and transactions the Client will make is by his/her sole decision; the Company will not be, in any way, liable for money loss in the Client's investments.

### **Section 3. Indemnity**

12.3.1. The Client is fully responsible for accessing his/her trading account and use it anytime and anywhere he/she wants. With that, the Client is solely responsible for anything and everything that his/her Account runs into. The Client is also fully responsible for every investment and

trading strategy he/she accounts to make. The Company's directors, investors, shareholders, employees, agents and personnel are not liable for the Client's Account and his/her activities.

12.3.2. The Client agrees that any breaches from any third-party software or communication will void any transaction and validation made by the Company. The Company does not condone any use of third-party software or having any partnership outside the Company's premises, any loss and/or damage will exclude the Company from any liability. In some cases that personal breach is experienced (e.g.: Viruses) the Company shall not be held liable for any leak of information and contravention, direct or indirect, since it is a sign of negligence of the Client.

12.3.3. The Company gives the Client the free will to do what he/she wants to do with his/her Account; the Client may allow an authorized person (i.e. First-Degree Relatives) to trade on the Client's platform or on his/her behalf, but the Client must consent the Company prior the event; failure to address the letter of consent can lead to relevant restrictions and consequences.

12.3.4. Along the borders of the First-Degree Relatives, no one can be considered as an Authorized Person, and further breaches against this rule can spur legal actions. The Company, along with its rational and logical discretion, can also null any request for an appeal to have an Authorized Person and the Company can also suspend the Client's account for violating this treaty. Any investment and trading strategy made by the Client's Authorized Person will be attached to the Client's account; all of the Terms and Conditions of this Agreement will apply, and if evident negligence is found, respective restrictions shall be applied.

12.3.5. The Client is solely responsible for safe keeping his/her Account including the Client's Authorized Person, and the details of the Client's Account including the Client's username and password.

12.3.6. Failure to keep the account secured can lead to potential loss and damage; in that event, the Company will not be held liable for any loss or damage. The Company encourages Clients to not leave any of their devices with the trading platform be left unattended. The Company also advises the Client to not give away the log in details to third-party websites as it can lead to potential account theft.

12.3.7. If the Client believes that his/her account is being used without his/her supervision, or if the Client believes his/her account is being hacked, immediately contact the Company via email and/or Live Chat. The Company also prohibits account misconduct, and if the circumstance calls for it, the Company may notify the respective Client of the problem. The

Company, in its sole discretion, may hold and/or suspend the Client's account until the respective Client confirms final judgment regarding the account's activities.

12.3.8. The Company operates under the "Data Processing Law," wherein by using the Company's services, the Client agrees to give the Company, along with its constituents, to collate the personal data with the sole purpose of carrying out transactions and other services.

12.3.9. The Company values every Client's effort to partner with us, and with that, the Company takes pride in making the Client's Account as safe as possible. All information the Client has provided the Company is kept for business purposes only. The Client's name, address, birth date, and occupation shall all be kept safely away from the public. The Company only collects necessary information needed to further enhance the Client's experience with the Company. The Company always maintains a security and safety level at the highest and improving every now and then to keep potential harm away from the Clients.

12.3.10. The Company, along with its constituents, has the right to access any of the Client's information for business purposes only. The example of cases where the Company, or any of its authorized representatives, can access the Client's account information are when the Company endorses a new service or a new product and when serving the Client's Account. Information such as Client's name, name, address, birth date, occupation, assets, and income are used accordingly.

12.3.11. The Company and its affiliated companies are also entitled to the Client's information for the betterment of several services, but just like the Company, the affiliates are also under an oath that requires them to contain the confidentiality of the information they obtain. The Company can also provide the Client information to other parties as long as the Client agreed to the conditions and the Client's full consent was given.

12.3.12. The Company will record any form of communication the Client initiated with us, as the Company will remain as the sole proprietor of those messages. The Company will use any recordings, emails, and messages as evidence for future use. The Client agrees that upon safekeeping, the Company can also use the recording in any court hearing and any other government/authority meetings. Lastly, due to several technical issues and other recurring problems, recording may be damaged or destroyed.

## ***Chapter 13. Funding and Withdrawal Procedures***

### **Section 1. Payment**

13.1.1. Upon agreement with the Company's Terms and Conditions, the Client is also in agreement that any payment that he/she will conduct with the Company shall be agreed and specified by the Company alone. Any foreign validation of payments and payment requests are strictly out of the Company's radar. Loss due to negligence shall be the Client's sole responsibility.

13.1.2. The Client assures that the funds he/she deposits and/or uses for trading with the Company are legally obtained, while such funds must be in the form of real money. The Client understands and agrees that accumulating interests from his/her trading account is not allowed.

13.1.3. The Company can also levy any possible transaction due to processing fees and payments that occur with the Client's account. The Client also agrees that every payment and transactions he/she conducts with the Company are final; the Company may, but is not required to, inform the Client if a certain product or service is unavailable and if problems persist. The Company is not responsible if in some cases that the Client manages to miss the report.

13.1.4. Additional payment must be settled immediately by the Client, wherein the Client agrees that commission charges, processing fees, and other fees and charges are to be extracted from his/her account. Prices of commission charges, processing fees and services may surge or deduct with the Company's sole discretion.

13.1.5. In accordance with the payments, the Company has every right to decline every payment deemed to violate clauses inside the agreed Terms and Conditions. The Company abides by the governing laws and helps prevent fraud and money laundering; the Company in its sole discretion may reject payments if perceived unlawful.

13.1.6. The Company is not obliged to remit any money without any due and proper request and with the Company's discretionary; the Company will not be sending money to any Client, but if given to a certain circumstance, a fitting substitute may be offered.

13.1.7. The Company can reject payment from banks that are not on the Company's list; any payments used from an unverified bank will be declined and any money loss will be on the Client's liability.



13.1.8. Payments or deposits will be processed by the Company for one (1) business day. However, the Company is not responsible for any delay that may occur due to third-party providers.

13.1.9. Once the withdrawal request has been approved by the Company, the Client will receive his/her funds within one (1) to five (5) business days. The Client understands and agrees that any delay, loss or damage that may arise after his/her funds have been withdrawn is beyond the Company's control, wherein the Company will not be liable for such issue.

13.1.10. Furthermore, the Client acknowledges that the Company will not charge him/her any fee when depositing to his/her account. Any fees charged by third-party transaction providers or banks will be under the Client's sole responsibility.

13.1.11. Fund transfer between two trading accounts must be requested through a formal letter submitted by the relevant Clients subject to the approval of the Company. Both trading accounts must be verified and should not have any outstanding dues.

## **Section 2. Currency Conversion**

13.2.1. The Clients acknowledges and agrees with the Company's currency conversion in every circumstance. Losses due to currency conversion will be the result of the currency-to-currency changes, the Client agrees that he/she is indemnifying the Company and holding a sole liability for the costs and losses after the conversion.

13.2.2. The Company is required to convert the Client's money according to his/her base currency. This includes gains, losses, option premiums, commissions, interest charges, brokerage fees, and other fees; every deposit that is denominated other than the Company's base currency.

13.2.3. The Client agrees that the Company can use the funds in his/her account to pay his/her outstanding balances and dues necessarily; the Client has the full liability to cover his/her obligations.

## **Section 3. Credit/Debit Payments**

13.3.1. Further information and clarification on the proper use of the different payment methods provided by the Company will be available in the official website, misuses and violations will be on the Client's liability.

13.3.2. The Company offers the use of credit card and/or debit card for funding the account. The exchange rate will be provided by the Company with aggressive rates. Credit card and



debit card transactions are fast and swift, processing usually takes minutes, and the deposited funds are instantly usable after a validation from the Company's authorized personnel.

13.3.3. The process will be free of charge, but it will vary on the Client's card company whether additional fees are implemented apart from the processing fee for the transactions.

13.3.4. The Client permits the Company to submit his/her credit card and/or debit card registration and documentation as a requirement by the Anti-Money Laundering Policy (AML Policy), Know Your Customer Policy (KYC Policy) and other regulations and legislations that apply. The Client must wait for a confirmation and a validation of his/her credit card in order to start trading; should the Client show negligence towards his/her account's risks, the Client will be liable for the damages and losses that may arise. Different method for registering debit card is specified on the Company's official website; all damages and losses due to negligence will be at the Client's liability.

13.3.5. The Company ensures its Clients maximum safety and security; this includes the prevention of fraudulent activity and identity theft; the Client agrees with the following limitations and failure to comply with rules corresponds to consequences. The Company is looking to keep it upright with these measures; the Company has a limit on the number of transactions allowed on an allotted time, there will also be a limited amount of deposit in an allotted time and there will also be a limit to the amount of deposit per transaction and per registered email.

13.3.6. On the use of credit card, the Company will also put a limit on credit cards allowed; deposit attempts are also limited per email and a limitation on the connected email address on a single credit card.

13.3.7. The Client agrees that failure to comply with the aforementioned may lead to investigations and further inspections on the subject to ensure that an authorized person is still behind the activities, there will also be delays in some transactions due to the ongoing investigation, declination of card deposits and other transactions. In any case that the Company assesses investigation on the Client's account, the respective department has the right to request for additional documents.

13.3.8. On the event that the fraudulent activities are confirmed, all transactions and activities will be ceased; the account will be blocked from the Company, all profits and revenues that are existent in the account will be put on hold until the fraudulent activities are cleared. All transactions that are being processed will also be on hold until the issue is resolved.

13.3.9. It will be in the highest regard that the Client provides the Company with the accurate personal information; it will be a criminal offense to provide the Company and/or to any of

its representative with misleading and/or inaccurate information. The Company has every right to identify the Client's credit cards and debit cards; the Company makes sure that the Client is the authorized and legitimate owner of the card.

13.3.10. The Company, with its logical and rational discretion, can cancel transactions if suspected to be fraudulent and/or illegal. The Company can also completely block all access to services and, without limitation, can suspend and terminate the Client's account; under the circumstances, the Company also has the control to seize any profits and revenues the account is entitled with.

13.3.11. The Client must keep track of every credit card and debit card transactions; the Company will not be liable for malfunctions and misuse of the Client's cards. Keeping a good track of card transactions gives a lot of control and help; the Company also keeps track of the Client's transactions for later purposes.

## **Section 4. Payments Charges**

13.4.1. The Client is obliged to pay charges and fees that are strictly imposed and stated in the Company's official website. Failure to comply in settling the fees can lead to relevant consequences and restrictions; lawful actions are also to be expected for a bigger debacle. Every Clients' remaining balances and charges are updated daily on the website, and personal notifications are also delivered. If adjustments are made to the charges and fees, the Company will immediately inform the Clients prior to the advent of the changes. Repercussions are under the Client's liability, but if a problem persisted within the Company's system, contact the Company's authorized representatives immediately.

13.4.2. The Company is not liable for any tax and other legal responsibility involving any of the Client's activities; it is the Client's sole responsibility to fulfill lawful duties.

13.4.3. Transactions and their currency, which may change from time to time, are under the Company's control.

13.4.4. Commission fees are also on the liability of the Client; the Company benefits from commissions and remuneration in respect of any transaction and contract that are carried out on the Client's behalf.

## **Section 5. Single Account/Joint Accounts**

13.5.1. The Company reserves the right to impose a deposit limit which can change from time to time. The Company may, but is not required to, notify the Client via email upon alteration of deposit limits. The Client may face relevant consequences and restrictions if he/she

negligently disobeys imposed rules, depending on the gravity of the Client's offense, wherein the Company will proceed to take legal steps and actions.

13.5.2. The Client is solely liable for every deposit and transaction he/she makes with the Company; the Company will not be held liable for loss and misuse money on the Client's behalf.

13.5.3. The Company strictly sifts every account and transactions that are made; depositing and withdrawing funds are uncompromised as the Company deliberately checks that it is the Client who makes the transaction, be it sending funds or withdrawing funds.

13.5.4. The Company also accepts an authorized person to do a transaction with the Company, given that the Client gave the representative actual authorization. The Company does not condone any form of account sharing with anonymous people, with third-party software, and other applications that are outside the Company's premises; and in the misfortune of event of having money loss and information leaking, the Company will not be held liable for the unfavorable happenstance.

13.5.5. Clients are free to open any account with the currencies available that the Company provides, but changes in the preferred currency may occur from time to time; it is advised to contact the Company first if the Client is trying to open a currency that is not on the current list. The Client agrees to pay a conversion fee, as imposed by the Company in their own discretion, in the current currency exchange.

13.5.6. Joint accounts are prohibited by the Company but permitted if it is held by a First-Degree Relative with an authorized letter from the Company's existing Client, wherein the request must first be validated after making any drastic move. Any losses and damages that occur before the validation are entirely on the Client's liability. If the joint account was permitted, each holder is liable for all obligations and restrictions the Company imposes; the Clients are also expected to comply with the Company's terms and conditions in this Agreement. If in the event of an argument between the parties, the Company will still continue to accept orders and transactions from each of the parties until a letter instructing the Company to act upon it. In the event that one of the Clients ceases, the remaining one can still operate and manage the joint account.

13.5.7. Any of the two Clients are eligible to close an account and redirection of balances; both of the Clients can also manage to withdraw funds from his/her account, given that at least one of the parties completes the necessary information, paper works, and the withdrawal form. Both parties are required to accept the Terms and Conditions before the Company can validate the Joint-Account request, and breaches of the Company's Terms and Conditions can face termination of the Joint Account.

13.5.8. The Company is allowed to accept deposits and funding, and cancel and/or block the Client's trading account from trading should any of these following events occur; in the case that the Client failed to provide the Company with necessary information and identification; if under the Company's discretion have concluded that the Client's documents are illegal and fake; if the Company has concluded that the Client is part of a fraudulent activity and other illegal businesses; if the Company receives a note or a message saying that the Client's credit card or debit card has been lost or stolen, and in the event the Client has failed to comply with the respective terms and conditions of this Agreement and other applicable laws and regulations.

13.5.9. Deposit time may also vary from the method and the amount of deposit, the processing time can take much longer than usual due to geographical events and holidays. The Clients are to be informed as soon as the processing is complete.

13.5.10. Additional payments are the Clients' liabilities; interests on credit balance, funds, and fees from the Client's deposits or any transactions. The Client agrees to waive the Company from all interest charges and transaction charges.

13.5.11. The Client also accepts that in the case of account-idleness or lack of activity, which includes funding the account and lack of trading activities, can lead to account suspension. The Company can give the Client 30 (thirty) business days to proclaim or inform the Company that he/she is shifting his/her account to an inactive one so further service charge and other fees are removed from the Client's liability. In case of failure to inform the Company beforehand, all liabilities will be shouldered by the Client.

13.5.12. The Company reserves the right to terminate the Client's account and/or to charge the Client maintenance fee if his/her account deems to be inactive for a year or more.

## **Section 6. Multiple Accounts**

13.6.1. Several Clients may have more than one account, in this event the Company treats all accounts under one account to minimize the number maintained by a single person.

13.6.2. If the Client is one of those that holds several accounts, all Terms and Conditions set by the Company are still applied. The Client agrees that he/she is liable to every loss and damage he/she encounters, all relevant consequences and restrictions that entail with the Client's main account are also applied to the sub-account.

## Section 7. Withdrawal

13.7.1. The Client agrees that all withdrawals of funds are subject to the Terms and Conditions that entail with the Anti-Money Laundering law and all applicable laws and regulations. The Company is looking to keep upright and follow respective rules and regulations, all withdrawals from the Client's account are subject to validation.

13.7.2. All withdrawals are to be processed within one (1) business day, given that the Client provided the withdrawal request on a business day. Withdrawal requests may be delayed due to holidays, internal errors which are noted or informed prior to the date, and/or failure to complete the withdrawal slips. The Client is liable for any potential problem prior to the validation; the Client is responsible for checking the status of his/her withdrawal request in the Client Area.

13.7.3. After the validation of the withdrawal request, the Company would immediately process this on the bank or credit card or debit card the Client used for his/her name and information. The Company will not be liable for any problem the Client may encounter after the processing and validation.

13.7.4. Take note that the Company will not be liable for any delay, as bank and credit card and debit card companies may take some time to process the Client's request—sometimes even days. The Company will not be liable for any delay that may occur with the Client's withdrawal, the Company may have internal problems from time to time, but the Company would inform the Client prior to the occurrence.

13.7.5. The Client also agrees that the Company will impose every applicable law and regulation; the Company is supporting the cause of bringing down money laundering and other fraudulent activities and crime. The failure to provide with the right information and identification can lead to some delay and can lead to relevant consequences and restrictions; in this event, the Company will hold no liability for the damages that may occur.

13.7.6. The Company can also impose a limit on the withdrawal request and can also put a limit on the withdrawal per account. Note that the minimum amount for withdrawal requests through Wire Transfer is 50 USD and above. Failure to comply with the Company's Terms and Conditions can lead to relevant consequences and restrictions and may lead to legal actions if further negligence is exemplified.

13.7.7. The Client takes full responsibility to further fees that are charged to his/her bank, credit card, and debit card companies. The Company also implies several fees for processing the Client's withdrawals along with transaction fees, the Client is obliged to pay the dues and failure to comply can lead to further complications. The Company may change the fees and charges from time to time.

13.7.8. Fees and other charges that may underlie on the Client's funds such as taxes and other costs are solely the Client's liability. These other charges that are not imposed by the Company are existent; if the Client neglects to pay such fees, it can lead to relevant consequences and restrictions. If other forms of payment from third-party software or application arise, contact the Company immediately to avoid possible loss. Fraudulent entities are always present; the Company does not hold any liabilities in case of any loss in that event.

13.7.9. The Company can also halt any withdrawal, at its sole discretion, and can cancel the request if: fraudulent activities are detected evident information; if there is not enough margin available in the Client's trading account; in case the Client has a previous or current outstanding obligation towards the Company; if the Client has (an) open trade/s in his/her trading account/s, and/or if the Client has initiated a chargeback procedure.

13.7.10. In the event that the Company fails to deliver the right amount due, the Client must contact the Company immediately for further clarification, and the Company and its representatives are more than willing to deliver the right amount. Relevant consequences and restrictions also apply if false reports are sent.

13.7.11. The Company will not be liable for any solvency or any omission acts that any bank or other parties that hold the Client's funds or money.

## ***Chapter 14. Commissions, Bonuses, and Rewards***

### **Section 1. Commissions**

14.1.1. The Client is obliged to settle payments which include commission charges from the Company. The Company makes it a habit to inform prior to dues and balances; failure to make the deadline can elevate to relevant consequences and restrictions while further negligence can result to legal actions.

14.1.2. The Company, at its sole discretion, has the right to alter and amend all fees and charges at any time. This includes altering trading fees such as commissions, rollovers, swaps, and other specifications that may be amended subject to market conditions. The Client agrees that such changes in fees can be effective immediately without prior notification.

14.1.3. The Client agrees and accepts that the use of the Company's services and facilities entails separate charges and commissions. The Client's continued use with the aforementioned indicates a continuous patronage, therefore, dues are expected from time to time. In the event that the Client has decided to cease the use of the Company's facilities and services, he/she must contact the respective Company representative as soon as possible, and failure to inform the Company of the decision to halt any use of the aforementioned means continued patronage may lead to further damage.

14.1.4. For unimplemented or uncompleted shares in trading process or reserved shares/contracts, the equivalent percentage amount from 1% to 5% (depending on the leverage of the trading asset) will be deducted from the trading account of the Client. The Client acknowledges and accepts that the Company can close an existing trade in split lots and/or volumes to compensate or reduce the floating loss from the total floating profit or variable profit.

14.1.5. The Company is not liable for any misuse of commissions; the Company is not, in any means possible, liable for VAT duties, taxes, and other legal duties the Client has avoided. Even with the connection to the Company and the Clients, it is the Client's sole responsibility to process the foregoing dues.

14.1.6. The Client acknowledges and agrees to pay commissions to third parties that help initiate and maintain a business relationship between the Company and its constituents. This includes rebates, commissions, spreads and profit sharing. The Company may also impose a 4% annual interest rate excluding daily interest rate as determined according to the status of the trading account.



14.1.7. For inactivity, there will be some fees to be paid. The Client will be reminded of the inactivity and will be informed of the fee via email prior to the actual deadline.

14.1.8. The Client agrees that his/her trading account must maintain a quality condition through his/her trading course. The Company reserves the right to impose fees if he/she does not qualify the determined statistical and scalping requirements.

## **Section 2. Bonuses and Rewards**

14.2.1. The Company can and will, from time to time, give out bonuses and rewards, and this is all subjected to specific terms and conditions. The Company updates promotions and rewards every now and then and may give prior notification on up and coming rewards and bonuses.

14.2.2. All rewards and bonuses have expiry dates; the Company will clearly state on the mechanics and on their information on how long the promotions will run. If problems persist regarding the Company's promotions and rewards, contact the Company, the Management, or any of the Company's authorized representatives immediately and the Company will be grateful to assist, and if further problems and negligence happen, the Company will not be taking any liabilities from the occurrence.

14.2.3. The Company is not liable for any conundrum that involves third-party software and applications; it is the Clients' sole responsibility to keep track fraudulent offers, in this case, bonuses and rewards, especially if it goes outside the Company's premises.

14.2.4. New Client bonuses and rewards are also offered by the Company; incentives are given from opening accounts and for depositing for the first time. These bonuses and rewards are also subject to specific terms and conditions within the Company. In order for the Client to withdraw the bonuses provided by the Company, and the profit generated from his/her trading, the Client must be able to comply with the Terms of Use provided regarding reaching trading volume.

14.2.5. The Company can also alleviate any bonuses and rewards on its sole logical and rational discretion if any of the applicable Terms and Conditions was violated or any fraudulent activities are suspected. If negligence is seen amongst the Clients, relevant consequences and restrictions may proceed after.

14.2.6. In the event that the Client requests to withdraw the Company bonus he/she availed, he/she must comply with the bonus guidelines accordingly while the request will be subject for the approval of the Company. If the Client received a bonus during his/her trading, the same percentage ratio of the withdrawal amount from the balance will be deducted from his/her bonus.



## ***Chapter 15. Supporting Regulations***

### **Section 1. Conflict of Interest**

15.1.1. Policies are addition to the Company's prime responsibility to perform professionally, reliably and justly and in the best interests of its Clientele.

15.1.2. Despite the fact that it is not feasible to produce an in-depth list of all significant conflicts of interest circumstances that may occur, in accordance with the existing environment, balance and involvedness of the Company's industry, the following list comprises the many relevant situations which set up or may perhaps compromise a conflict of interest incidence necessitating a measurable risk of loss to the interests of one or more Clients:

15.1.2.1. The potential use or distribution of private information copied from the Brokerage

Department or other corporate components of the Company

15.1.2.2. The concern of essential external and internal publics, stockholders, directors or managers of the Company

15.1.2.3. The gratuitous edifice of both publics which may perhaps rooted from the Client's trading volumes.

15.1.2.4. The compensation of third parties where the interest of the Client clashes with the interest of the intermediary

15.1.3. To add further, the previously stated situations which can start or may lead to a conflict of interest are not irrefutable. For it to be conclusive, the Company will unequivocally investigate and evaluate further on each of the mentioned situation on an individual basis and take on an extra-due diligence measures in order to have a compact proof that the ongoing case establishes a conflict of interest, accordingly to the requirement to act consequently.

15.1.4. In any case of conflict of interest, the Client must raise his/her concern regarding the matter via email.

15.1.5. The Company may conduct a thorough investigation regarding the Client's concern, which the Company may strive to resolve in accordance, and without flouting, the Company's Terms of Use.

15.1.6. Should the conflict of interest of the Client be resolved and fulfilled, the Company may limit the access of the parties from the Company's services, and other proprietary rights of the Company.

## **Section 2. Risk Disclosure**

15.2.1. Investing in the financial market is connected with risk. This statement does not disclose all the possible risks and other significant aspects of trading derivatives, futures and leveraged assets. Considering all possible risks, the Client should only use the Company's service if he/she understands the nature of the contracts and professional relationship that the Client is entering and the extent of his/her exposure to risks involved.

15.2.2. Trading derivatives, futures and leveraged assets may not be suitable to all types of traders. The Client is solely responsible for ensuring his/her experience, objectives, financial resources and other relevant factors are taken into thorough consideration before he/she avails the services of the Company.

15.2.3. The Company does not and cannot guarantee the profit and/or loss of the Client in any financial instrument. The Client acknowledges that regardless of any information provided by the Company, value of any financial asset and/or instrument may fluctuate which can affect the Client's investment.

15.2.4. The Client understands that upon his/her trading, he/she accepts the risk and possibility of incurring losses and damages as a result of any financial asset or instrument.

15.2.5. The Company does not guarantee that the information of the previous performance of a certain asset can affect its current or future performance.

15.2.6. The Client understands the risk of large losses that may occur in a short period of time due to the speculative nature of the Company. Derivatives and other instruments can be highly volatile and may fluctuate rapidly and may show unpredictable events and results, none of which can be controlled by the Company or the Client.

15.2.7. If the margin capital of the Client is insufficient to hold ongoing trades, the Company can, but is not obligated to, contact the Client through phone call or email for notification regarding the matter. The Client may be required to deposit additional funds on short notice. The Client understands that if he/she fails to act on the matter in the required time, he/she will solely be responsible for any loss or damage that will occur.

15.2.8. The Company stands on the right to regulate margin requirements for each of its products. This would possibly result to the Client's margin requirement growing. The Client may hence be obligated to pay additional funds to uphold prevailing conditions.

15.2.9. Upon entering this Agreement, the Client shall be aware that trading will be dependent on the price measure of fundamental financial products. The Client will then be uncovered to related, but overstated, risks to grasping the fundamental assets. Here are some of the possible risks that are to happen at times:

15.2.9.1. Volatility – Strident, unforeseen activities in the fundamental product's price can product at an inflated profit or loss to the Client. Markets may possibly not interchange in an even manner, and price gaps can happen with sequential quotes in the distance. One of the outcomes of this may be that stop-loss orders are implemented at unfavorable prices, either complex or lesser than the Client may have expected, reliant on the path of the Client's trade.

15.2.9.2. Currency – Wherever the Client is trading in a currency-dominated product dissimilar to that in which he/she holds his/her account, fluctuations in the exchange rate can impact the Client's profit and loss.

15.2.9.3. Liquidity – In definite conditions, it may not be likely to close a portion of or an entire point at the current price or of any kind.

15.2.10. Any trade of the Client is a counterpart of the Company. Several rights, advantages, or responsibilities may be relocated to any person correspondingly. While the Company embarks on the responsibility to deliver the Client with finest implementation and to act judiciously and in agreement with the available Terms and Conditions earnestly, trades done in the Client's Account with the Company should be closed with us, found on the Company's values and state of affairs.

15.2.11. It is the accountability of the Client to observe and manage his/her Account. Must the net value of the Account descent underneath the necessary margin, the Company might close some or all of the Client's trades at the present market price. This must not conversely be taken as warranty, and it is the Client's obligation to guarantee that ample funds are in his/her Account all the time.

15.2.12. When trading, the Company offers no assurances of profit or of circumventing losses. Clients will not be promised with such from the Company or from any of its agents. The Client should be cognizant of the natural risks in trading and should be financially capable to face such risks and endure any loss.

## **Chapter 16. Settlement of Disputes**

16.1. In any situation of dispute that may arise between the Company and the Client, concerning any matter, or if the Client notices a discrepancy between the trading results that are displayed and those that should have been displayed, or the Client refuses to complete his obligations towards the Company, and the Client has a solid ground to terminate this Agreement, or any other conflict of interests, then he/she must take immediate measures to remedy such a situation by contacting the Company's representative on the available means of communication or those contacts indicated on the Company's official website.

16.2. The Client must also submit his/her complaint to the Company in writing to the following email address: [consumer.queries@lblv.com](mailto:consumer.queries@lblv.com) The Client should send his/her discrepancy concerns using his/her registered email with the Company for prompt identification. After the submission of the written complaint by the Client, the Company must verify, within 30 (thirty) business days, if the Client's claim is sufficiently documented and to present its position to the Client. In case of different email address usage regarding the discrepancy, the Company reserves the right to reject the request. In case the Client has limited access to his/her registered email, he/she must directly inform the Company by email, before submitting his/her discrepancy request.

16.3. Within the period of 30 (thirty) business days from the day of the submission of the complaint, under which the Company is examining the claim of the Client, the Client is obliged to maintain any measures of communication with the Company, including phone calls, email correspondence, and to be responsive and available for achieving the best resolution of his/her case.

16.4. Within the period of 30 (thirty) business days from the day of the submission of the complaint, under which the Company is examining the complaint of the Client, the Client is obliged not to make any public statements in any form relating to his/her complaint. In case that the Client violates his/her obligation, as described above, he/she will be liable for paying reputational damages of starting from \$1000.00 (One Thousand US Dollars) to the Company, and the cumulative maximum of the payment may reach \$500,000.00 (Five Hundred Thousand US Dollars).

16.5. If the Client fails and/or omits to comply with these actions, the Client waives any of his/her rights to mitigate any losses, as the Client bears full responsibility from the moment of his/her failure and/or omission to perform the corresponding actions, regardless to the further impact of profit or loss on the total amount of profit and loss.

16.6. The Client and the Company undertake every effort to resolve any dispute, in good faith, and on a constructive basis. The Client acknowledges and agrees that threats and blackmail against the Company are prohibited, and such actions constitute a legitimate ground for the termination of negotiations and the immediate termination of any business relationship between the parties.

16.7. Without prejudice to any other Company's rights under this agreement, if the parties are in dispute regarding a trade warrant, the Company has the right, in its sole discretion and Terms of Use of LBLV Ltd. without prior notice, to accept any opinion and actions that it considers reasonable to limit the maximum amount involved in the dispute. The Company is not liable and has no obligations to the Client for any fluctuations and risks on the Client's trading accounts.

16.8. This Agreement is governed by the laws of the Republic of Seychelles. Any proceeding and settlement involving the Client and the Company will take place in the competent courts of the Republic of Seychelles. The Client agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Client.