

Service Terms

SECTION I: GENERAL PROVISIONS AND GOVERNING FRAMEWORK

Subsection I.I: Contracting Entities

I.I.I Identity of the Parties

This Service Terms Agreement (**the "Agreement"**) establishes a legally binding arrangement between the following entities:

- **The Company** – **COMUNUPX**, operated and managed by **TRDpoint Ltd**, a duly incorporated entity organized under the laws of the **Grande Comore Financial Services Act and other applicable laws of the Union of Comoros**, with its registered office located in the Union of Comoros, including its parent companies, subsidiaries, affiliated entities, directors, officers, employees, representatives, successors, and permitted assigns (**collectively referred to as the "Company"**).
- **The Client** – any natural person or legal entity that completes the registration process, accesses, or utilizes the Company's trading platforms, financial instruments, or related services.

Each may be referred to individually as a **"Party"** and collectively as the **"Parties."**

I.I.II Legal Effect and Binding Nature

Engagement with the Company's website, platforms, systems, or services shall constitute acknowledgment that the Client has carefully examined, understood, and agreed to be bound by the terms set forth herein.

Upon acceptance, whether by electronic confirmation, account activation, or continued use of the services, this Agreement becomes legally enforceable and governs the rights, responsibilities, and obligations of the Parties.

I.I.III Corporate Status and Licensing



The Company is duly incorporated and registered in accordance with the applicable corporate laws and regulations and operates under a valid Brokerage License issued by the **International Regulatory Authority of Grande Comore (IRAGC)**. The Company holds **license number 581696835** and **business registration number 69123IBC**, granted by the **International Regulatory Authority of Grande Comore (IRAGC)** in compliance with the relevant financial and regulatory frameworks governing brokerage and financial services activities.

The Company's registered business address is **Rue de la Paix, Quartier Cala Kuu, Moroni, Grande Comore, Union of the Comoros**.

Through its electronic trading infrastructure and related technological systems, the Company provides access to a range of financial products and trading services. These services may include, without limitation, trading in foreign exchange (FX), contracts for difference (CFDs), digital assets, commodities, indices, equities, and other financial instruments that may be made available through the Company's trading platforms from time to time. Access to such services is subject to the terms, conditions, and regulatory requirements applicable to the Company and its clients.

I.I.IV Modification of Terms

The Company retains the authority to amend, revise, supplement, or replace any provision contained within these Service Terms. Any such modification shall become effective immediately upon publication through official communication channels. Continued use of the services after such publication shall be deemed acceptance of the updated provisions.

Subsection I.II: Acceptance and Legal Relationship

I.II.I Formation of Contractual Relationship

Creation of an account or use of the Company's services constitutes full and unconditional agreement to these Service Terms and all incorporated policies, disclosures, annexes, and supplementary documents.



Failure to agree with any provision requires immediate cessation of use.

I.II.II Electronic Communications and Notices

All notices, disclosures, reports, confirmations, and correspondence may be delivered electronically via registered email address, platform notifications, or website announcements. Electronic delivery shall satisfy all legal requirements for written communication.

I.II.III Entire Agreement and Precedence

These Service Terms, together with all referenced documents including the Data Protection and Privacy Policy, Risk Warning and Disclosure, AML Oversight and Compliance Standards, and any additional legal notices, represent the entire agreement between the Parties. In the event of inconsistency, these Service Terms shall prevail unless expressly stated otherwise.

Subsection I.III: Scope and Applicability

I.III.I Jurisdictional Limitations

The Company does not provide services to persons or entities located in jurisdictions where participation in leveraged trading or online brokerage services is restricted or unlawful, including but not limited to the United States, sanctioned jurisdictions under OFAC regulations, or restricted EU territories.

Responsibility for verifying local legal compliance rests solely with the Client.

I.III.II Assumption of Trading Risk

Participation in financial markets involves significant risk, including the potential loss of capital exceeding deposited funds. The Client acknowledges sole responsibility for evaluating suitability and assumes all risks associated with trading activities.

The Company shall not be liable for trading losses, price volatility, execution delays, liquidity shortages, or market disruptions.

I.III.III Language and Interpretation

The English version of this Agreement shall be controlling and legally binding. Translations, if provided, are for convenience only.

I.III.IV Force Majeure

The Company shall not be responsible for delays, interruptions, or failures resulting from events beyond its reasonable control, including natural disasters, regulatory changes, cyber incidents, infrastructure outages, acts of government, or force majeure events.

Subsection I.IV: The Company

I.IV.I Nature of Services

The Company operates digital trading platforms and provides access to financial markets through technological infrastructure and related client support services.

I.IV.II Compliance and Jurisdiction

While the Company conducts its operations in accordance with applicable laws governing its place of incorporation, it does not warrant that its services comply with regulatory requirements in the Client's jurisdiction.

I.IV.III Account Approval Discretion

The Company retains absolute discretion to approve, reject, or suspend account applications without obligation to provide justification.

I.IV.IV Verification and Due Diligence

The Company may require documentation to verify identity, source of funds, and financial suitability. Submission of inaccurate or misleading information may result in immediate suspension or termination.

I.IV.V Assignment of Rights

The Company may assign or transfer its rights and obligations under this Agreement to affiliates, successors, or third-party service providers without prior notice.

I.IV.VI Operational Integrity and Restrictions

Where misuse, fraud, abuse, or security risks are detected, the Company may impose trading restrictions, account limitations, or immediate suspension.

Subsection I.V: The Client

I.V.I Legal Capacity and Eligibility

The Client hereby represents and warrants that they have reached the legal age of majority in their jurisdiction of residence and possess full legal capacity, authority, and competence to enter into binding contractual arrangements. The Client further affirms that no legal restriction, court order, regulatory prohibition, or contractual limitation prevents them from engaging in leveraged trading, financial speculation, or related investment activities.

By entering into this Agreement, the Client confirms that participation in the Company's services does not violate any law, regulation, or regulatory directive applicable to them. The Company reserves the right to request documentary evidence to verify eligibility and may suspend or terminate services if eligibility requirements are not met or subsequently cease to exist.

I.V.II Independent Decision-Making

The Client expressly acknowledges that all trading activities, investment strategies, and financial decisions undertaken through the Company's platforms are made solely at their own initiative and discretion. The Company does not provide personalized financial advice, investment recommendations, tax guidance, legal counsel, or fiduciary services.



Any market commentary, research material, analytical tools, or educational resources provided by the Company are made available strictly for informational purposes and shall not be construed as advice tailored to the Client's financial situation, objectives, or risk tolerance.

The Client assumes exclusive responsibility for evaluating the suitability of trading activities in light of their financial condition, experience level, and investment objectives.

I.V.III Prohibition on Unauthorized Representation

The Client shall not permit any third party to access, manage, control, or operate their trading account unless prior written authorization has been granted by the Company and all required documentation has been duly submitted and approved.

The Client remains fully liable for any actions performed through their account credentials, regardless of whether such access was authorized or unauthorized. The Company shall not be responsible for losses arising from improper delegation, credential sharing, or unauthorized access resulting from the Client's negligence.

The Company reserves the right to refuse recognition of any representative or agent at its sole discretion.

I.V.IV US Person Representation

The Client expressly represents and warrants that they are not a **"US person"** as defined under Regulation S of the United States Securities Act of 1933 (17 CFR § 230.902), and that they are not acting on behalf of, for the benefit of, or under the direction of any US person.

For the purposes of this Agreement, the term **"US person"** includes, without limitation:

- Any individual who is a citizen or resident of the United States;
- Any entity organized, incorporated, or registered under the laws of the United States;
- Any partnership or corporation formed under US jurisdiction;

- Any trust where a US person serves as trustee;
- Any estate subject to US taxation;
- Any account held for the benefit of a US person;
- Any person physically located within US territory at the time of accessing the services.

The Client further confirms that they do not hold a US passport, US permanent residency (Green Card), US taxpayer identification number, or any equivalent status that would classify them as a US person under applicable US securities laws.

Should the Client's status change at any time—whether through acquisition of US citizenship, residency, tax status, or relocation into US territory—the Client must immediately notify the Company and cease all trading activities. Continued use of the services following a change in status shall constitute a material breach of this Agreement.

The Company reserves the right to:

- Conduct verification checks to determine US person status;
- Restrict, suspend, or terminate accounts where US affiliation is suspected;
- Report suspicious activity to relevant regulatory authorities where legally required.

Any misrepresentation regarding US status shall be deemed a serious violation and may result in immediate account closure, forfeiture of profits derived in violation of this clause, and potential legal consequences.

I.V.V Politically Exposed Persons (PEPs)

The Client declares that they are not a Politically Exposed Person ("PEP"), nor an immediate family member or close associate of a PEP, unless expressly disclosed during onboarding.

For the purposes of this Agreement, a PEP includes individuals who are or have been entrusted with prominent public functions, including but not limited to heads of state, senior government officials, judicial authorities, military officers, executives of state-owned enterprises, and political party officials.



The Company reserves the right to subject PEP accounts to enhanced due diligence procedures, additional documentation requirements, transaction monitoring, and ongoing review. The Company may decline, restrict, or terminate services to PEPs at its sole discretion.

I.V.VI Communication Obligations

The Client agrees to maintain accurate and up-to-date contact information at all times. Official communications between the Parties shall be conducted through the Client's registered email address or other designated communication channels approved by the Company.

The Client acknowledges that communications originating from unregistered or unauthorized email addresses may not be recognized or acted upon by the Company. Failure to respond to official notices, margin calls, compliance requests, or security alerts may result in trading restrictions, account suspension, or forced liquidation where applicable.

The Client bears sole responsibility for ensuring secure access to their communication channels and for promptly reviewing all correspondence issued by the Company.

I.V.VII Intellectual Property Recognition

All software, trading platforms, algorithms, website content, trademarks, service marks, branding elements, proprietary systems, analytical tools, documentation, and related materials made available by the Company are protected by applicable intellectual property laws and remain the exclusive property of the Company or its licensors.

The Client is granted a limited, non-transferable, non-exclusive license to access and use such materials solely for personal trading purposes in accordance with this Agreement. The Client shall not reproduce, modify, distribute, reverse engineer, decompile, exploit, or commercially utilize any Company intellectual property without prior written consent.

Unauthorized use of intellectual property may result in immediate account termination and legal action.

SECTION II: PROVISION AND STRUCTURE OF SERVICES

Subsection II.I: Service Delivery Framework

II.I.I Account Activation and Eligibility

Provision of any trading or financial service by the Company is strictly conditional upon the successful completion of the Client's onboarding process. This includes, without limitation, submission, verification, and approval of all required identification documents, financial disclosures, and compliance materials pursuant to applicable Know Your Customer (KYC) and Anti-Money Laundering (AML) regulations.

No trading functionality, deposit processing, or withdrawal authorization shall be activated until the Company has completed its internal review procedures. The Company retains absolute discretion in determining whether an applicant satisfies its eligibility standards and may reject or delay activation without providing justification.

II.I.II Permitted Use of Services

Access to and use of the Company's platforms shall be limited strictly to activities expressly authorized under these Service Terms. Any attempt to exploit, manipulate, circumvent, reverse-engineer, automate without consent, or otherwise misuse platform functionalities shall constitute a material breach of this Agreement.

Activities not expressly permitted require prior written authorization from the Company. Unauthorized use may result in suspension, termination, profit reversal, or legal action.

II.I.III Procedural Compliance

Operational access to the Company's systems is contingent upon adherence to all procedural, technical, and compliance requirements outlined within the platform interface and this Agreement. Failure to comply with margin requirements, documentation requests, security protocols, or verification updates may result in temporary or permanent restrictions.

II.I.IV Service Interruptions and External Events

Under no circumstances shall the Company be liable for disruptions, execution delays, connectivity failures, pricing feed errors, third-party liquidity interruptions, cyber incidents, telecommunications outages, regulatory intervention, or force majeure events.

The Client acknowledges that trading infrastructure relies on external providers and global market conditions beyond the Company's direct control.

II.I.V Modification of Service Features

The Company reserves the right to alter, enhance, suspend, restrict, or discontinue any component of its services, including but not limited to account types, leverage ratios, commission structures, spreads, trading tools, or technological interfaces.

Material changes will be communicated where reasonably practicable. However, operational adjustments may be implemented without advance notice where required for regulatory compliance, risk management, or system integrity.

II.I.VI Responsibility for Trading Decisions

All investment and trading decisions executed via the Company's systems remain solely the responsibility of the Client. The Company does not guarantee profitability, performance, or risk mitigation.

The Client acknowledges that market conditions may change rapidly and accepts full accountability for all outcomes resulting from trading activities.

II.I.VII Educational Resources Disclaimer

From time to time, the Company may provide educational materials including webinars, tutorials, research commentary, analytical tools, and informational publications. Such materials are provided strictly for educational purposes and shall not constitute financial, investment, tax, or legal advice.



Availability of educational resources is not guaranteed and may be modified or withdrawn at any time.

II.I.VIII Account Credentials and Security

Upon successful onboarding, the Client shall receive access credentials, including account identification numbers and secure passwords. The Client bears full responsibility for maintaining confidentiality of credentials and for all activities conducted under their account.

The Company shall not be liable for losses arising from compromised credentials due to Client negligence.

II.I.IX Accuracy of Information

Throughout the duration of the relationship, the Client shall ensure that all personal, financial, and compliance-related information provided to the Company remains accurate, complete, and up to date. Any material change must be reported without undue delay.

Misrepresentation may result in account suspension, transaction reversal, or termination.

II.I.X Regulatory Compliance and Monitoring

The Client agrees to comply with all applicable domestic and international regulations, including AML, counter-terrorist financing laws, sanctions frameworks, and reporting requirements.

The Company reserves the right to conduct ongoing monitoring, compliance audits, transaction reviews, and enhanced due diligence where necessary.

II.I.XI Minimum Deposit and Funding Obligations

Each account type may be subject to minimum funding thresholds. Failure to maintain required balances may result in account downgrades, feature limitations, administrative fees, or closure.

II.I.XII Platform Infrastructure

Trading services are primarily delivered through "**Comunupx-Trader**" and may include auxiliary access through mobile or web-based applications. Platform availability is subject to system maintenance, technological limitations, and third-party infrastructure dependencies.

II.I.XIII Limited License to Use Services

The Client is granted a limited, non-exclusive, revocable, and non-transferable license to access and use the Company's platforms solely for lawful personal trading purposes.

II.I.XIV Payment Service Provider (PSP) Compliance

Where deposits or withdrawals are facilitated through third-party Payment Service Providers, the Client agrees to comply with all applicable terms imposed by such providers. The Company bears no liability for delays or restrictions imposed by PSPs.

II.I.XV System Abuse and Market Manipulation

The Company strictly prohibits any form of platform abuse, including latency arbitrage, price manipulation, toxic trading strategies, coordinated hedging abuse, or exploitation of system errors.

Where abusive conduct is detected, the Company may void trades, reverse profits, restrict leverage, or terminate the account without notice.

Subsection II.II: Account Structures and Types

II.II.I Account Classifications

The Company offers various Live Account categories, including Basic, Advanced, Active, Focused, Strategic and Premium tiers. Each category differs in terms of leverage, asset access, spread structure, commission schedule, and deposit thresholds.

II.II.II Eligibility and Restrictions

Account availability may vary depending on jurisdiction, regulatory limitations, risk classification, and internal compliance policies.

II.II.III Dormancy and Inactivity

Accounts remaining inactive for three (3) consecutive months may incur maintenance or dormancy fees. The Company reserves the right to archive or close inactive accounts after notice.

II.II.IV Currency Conversion

Transactions conducted in currencies differing from the account base currency shall be subject to prevailing market conversion rates, including applicable spreads.

II.II.V Negative Balance Policy

The Company may, at its discretion, implement a negative balance protection mechanism; however, such protection is not guaranteed unless expressly stated in writing. The Client remains liable for any deficit balance arising from extreme market volatility unless otherwise specified.

Subsection II.III: Joint Accounts

II.III.I Establishment of a Joint Account

A Joint Account may be established where two or more natural persons elect to maintain a single trading account under shared ownership. Approval of such an account remains subject to the Company's onboarding procedures, including full identity verification, compliance screening, and submission of required documentation for each proposed account holder.



The Company reserves the right to decline any request for a Joint Account at its sole discretion.

II.III.II Authority of Joint Account Holders

Unless expressly restricted by written instruction accepted by the Company, each Joint Account holder shall possess full and independent authority to:

- Place, modify, or close trading orders;
- Deposit or withdraw funds;
- Request account changes;
- Provide instructions relating to account management.

The Company shall be entitled to rely upon instructions received from any one Joint Account holder without requiring confirmation from the remaining holder(s).

II.III.III Joint and Several Liability

All Joint Account holders shall be jointly and severally liable for any and all obligations arising from the account, including but not limited to:

- Trading losses,
- Fees and commissions,
- Margin deficiencies,
- Negative balances,
- Regulatory penalties,
- Indemnification obligations.

Each holder shall be individually responsible for the full amount of any debt or liability incurred through the Joint Account.

II.III.IV Communications and Notices

Any communication, confirmation, notice, margin call, or demand issued by the Company to one Joint Account holder shall be deemed delivered to all Joint Account holders.

The responsibility to circulate such communications among themselves rests solely with the Joint Account holders.

II.III.V Death or Incapacity

In the event of the death, incapacity, insolvency, or legal disability of any Joint Account holder, the surviving holder(s) must promptly notify the Company and provide official documentation, including but not limited to a death certificate or court order.

The Company reserves the right to suspend trading activity until legal ownership and authority are clarified.

II.III.VI Disputes Between Joint Holders

Where a dispute arises between Joint Account holders, including conflicting instructions, the Company may:

- Freeze the account temporarily,
- Restrict withdrawals,
- Require written joint instructions,
- Request legal documentation confirming authority.

The Company shall not be liable for losses resulting from suspension pending resolution of internal disputes.

II.III.VII Termination of Joint Account

Closure of a Joint Account requires written consent signed by all registered holders unless otherwise mandated by law or court order.

Remaining funds shall be distributed in accordance with mutually agreed written instructions or legal determination.

II.III.VIII Conversion to Individual Account

Conversion of a Joint Account into an individual account may occur only upon written consent of all account holders and completion of updated compliance verification procedures.

The Company reserves the right to reject such conversion if regulatory or compliance concerns arise.

II.III.IX Inter-Account Transfers

Requests to transfer funds between a Joint Account and an individual account belonging to one of the Joint holders shall require written authorization from all Joint holders and remain subject to Company approval and compliance review.

II.III.X Company Protective Measures

If fraud, misrepresentation, regulatory breach, or suspicious activity is suspected within a Joint Account, the Company may:

- Suspend the account,
- Restrict trading,
- Reverse transactions,
- Report the matter to competent authorities,
- Terminate the relationship entirely.

Subsection II.IV - Islamic (Swap-Free) Accounts

II.IV.I Nature and Purpose of Islamic Accounts

The Company may, at its discretion, make available Islamic (Swap-Free) trading accounts designed to accommodate Clients who require trading arrangements consistent with Islamic financial principles. Such accounts are structured so that overnight financing charges (**commonly referred to as "swap" or "rollover interest"**) are not applied to qualifying positions.

Approval of an Islamic Account does not alter the fundamental risk profile of leveraged trading. All other trading conditions, including

spreads, commissions, leverage limits, margin requirements, and execution policies, remain applicable unless otherwise expressly stated.

II.IV.II Eligibility and Application Process

Clients requesting an Islamic Account must submit a formal written application and provide any documentation the Company considers necessary to evaluate eligibility.

The Company retains absolute discretion in approving or rejecting such requests. Approval is not automatic and may be denied without explanation. The Company may also conduct ongoing assessments to confirm continued eligibility.

II.IV.III Conditional Nature of Swap-Free Privileges

Swap-Free status is granted strictly as a conditional accommodation and may be revoked at any time if the Company determines that:

- The account is being used in a manner inconsistent with its intended religious purpose;
- Trading activity suggests exploitation of pricing differentials;
- The Client engages in strategies designed to avoid legitimate financing costs;
- Regulatory, compliance, or risk management concerns arise.

The Company may reclassify the account to a standard trading account without prior notice.

II.IV.IV Prohibited Trading Conduct in Islamic Accounts

Islamic Accounts must not be used for:

- Interest arbitrage;
- Carry trade exploitation designed to benefit from differential rollover structures;
- Latency arbitrage;

- Hedging strategies structured solely to bypass swap application;
- Any other form of abusive or manipulative trading practice.

If such conduct is identified, the Company may reverse affected trades, adjust account balances, remove accrued profits, impose administrative fees, or terminate the account.

II.IV.V Monitoring and Review Authority

The Company reserves the right to continuously monitor trading patterns, holding durations, transaction frequency, and risk exposure within Islamic Accounts.

If positions are systematically held beyond reasonable commercial durations (including extended multi-day holdings inconsistent with standard speculative practice), the Company may determine that such behavior violates the spirit and purpose of the Swap-Free structure.

II.IV.VI Financial Adjustments and Reversals

Where misuse is identified, the Company may:

- Retroactively apply standard swap charges;
- Reverse profits generated from non-compliant trades;
- Apply corrective financing adjustments;
- Debit administrative or investigative costs;
- Suspend trading privileges pending review.

Such adjustments may be applied without prior notice where necessary to protect the Company's financial or regulatory position.

II.IV.VII No Religious Certification

The Company does not act as a religious authority, Sharia advisory body, or certifying institution. Approval of an Islamic Account shall not be interpreted as confirmation that all trading activities conducted through such account comply with Islamic jurisprudence.

Clients are encouraged to consult qualified religious scholars regarding personal compliance matters.

II.IV.VIII Revocation and Termination Rights

The Company may withdraw Islamic Account status at any time, including but not limited to circumstances involving:

- Regulatory obligations;
- Internal policy changes;
- Risk management concerns;
- Breach of this Agreement.

Upon revocation, the account may be converted to a standard account structure or terminated.

II.IV.IX Client Liability for Misuse

The Client shall bear full financial responsibility for any balance adjustments, reversals, penalties, or losses arising from misuse of an Islamic Account.

Any attempt to intentionally circumvent financing mechanisms shall constitute a material breach of these Service Terms.

II.IV.X Indemnification Related to Islamic Accounts

The Client agrees to indemnify and hold harmless the Company against any claims, regulatory consequences, financial adjustments, or third-party disputes arising from the Client's misuse or misrepresentation in connection with an Islamic Account.

Subsection II.V – Supplementary Provisions

II.V.I Introduction of New Services

The Company may introduce new products, trading instruments, account types, or promotional campaigns subject to additional conditions.

II.V.II Conflict of Terms

In the event of inconsistency between this Agreement and supplementary documentation, the specific supplemental terms shall prevail solely to the extent of inconsistency.

II.V.III Continuous Review Obligation

The Client bears responsibility for regularly reviewing updates to policies, trading conditions, risk disclosures, and legal notices published on the Company's official website.

II.V.IV Indemnification

The Client agrees to indemnify and hold harmless the Company, its affiliates, officers, and employees from any claims, damages, liabilities, costs, or expenses arising from breach of this Agreement, misuse of services, or violation of applicable law.

SECTION III: FINANCIAL TRANSACTIONS, FUND MANAGEMENT, AND FEES

Subsection III.I: Account Funding and Deposits

III.I.I Permitted Funding Channels

Funding of a trading account shall be conducted exclusively through payment methods made available on the Company's official website or designated platform. The Company reserves the right to update, replace, or discontinue any funding channel without prior notice.

Deposits must be executed solely for the purpose of engaging in lawful trading activity through the Company's services. The use of the trading account for money transmission, third-party settlement, custodial holding, currency exchange, or any unrelated financial activity is strictly prohibited.

III.I.II Discretionary Acceptance of Funds



Receipt of funds by the Company does not constitute automatic acceptance. The Company retains unrestricted authority to accept, decline, delay, reverse, or hold deposits where concerns arise regarding compliance, jurisdictional restrictions, payment source irregularities, or regulatory obligations.

Transfers originating from high-risk jurisdictions, sanctioned regions, or unidentified financial institutions may be rejected without explanation.

III.I.III Third-Party Payment Restrictions

Funds must originate from an account or payment instrument registered in the Client's own name. Deposits from third parties are strictly prohibited unless supported by formally authenticated documentation, including notarized authorization and satisfactory compliance review.

The Company may refuse any third-party deposit without providing justification.

III.I.IV Deposit Processing Timeframes

Although funding instructions may be submitted at any time, actual crediting of funds is subject to clearing cycles imposed by banks, financial institutions, and Payment Service Providers (PSPs). Processing may require one (1) to five (5) business days or longer depending on intermediary review procedures.

The Company shall not be responsible for delays caused by external entities.

III.I.V Currency Conversion

Where deposits are made in a currency different from the trading account's base currency, automatic conversion shall occur using the prevailing rate provided by the Company's payment intermediary. The Client acknowledges that exchange rate fluctuations and spread differentials are outside the Company's control and shall not constitute grounds for dispute.

All conversion costs are borne by the Client.

III.I.VI Verification of Source of Funds

The Client expressly warrants that all deposited funds originate from lawful sources and are not derived from criminal activity, tax evasion, fraud, or sanctioned operations.

The Company may request documentation verifying the origin of funds, including bank statements, proof of income, corporate documentation, or declarations of source of wealth. Failure to provide satisfactory evidence may result in suspension of account activity.

III.I.VII Anti-Money Laundering Monitoring

All funding activity is subject to continuous monitoring under applicable Anti-Money Laundering (AML), Counter-Terrorist Financing (CTF), and sanctions screening frameworks.

If suspicious activity is identified, the Company may freeze the relevant funds, suspend the account, and report the matter to competent authorities without notifying the Client where legally required.

III.I.VIII Deposit Reversals and Chargebacks

Initiating a chargeback, payment dispute, or unauthorized reversal of a deposit shall constitute a material breach of these Service Terms.

In such cases, the Company may:

- Immediately suspend or terminate the account;
- Reverse trading profits;
- Recover administrative, legal, and banking costs;
- Initiate civil or criminal proceedings where appropriate.

III.I.IX Record Retention and Audit Rights

The Company shall maintain transaction records in accordance with internal policy and regulatory obligations. The Company reserves the right to conduct internal audits of funding activity and to request

supplementary documentation at any time during the Client relationship.

Subsection III.II: Withdrawals and Disbursement of Funds

III.II.I Withdrawal Authorization

Withdrawal requests may be submitted exclusively through approved platform channels. Prior to processing, the Company may require full completion of identity verification, compliance checks, and reconciliation of any outstanding obligations.

III.II.II Grounds for Withholding Withdrawal

The Company may delay, restrict, or decline a withdrawal request under circumstances including, but not limited to:

- Open trading positions affecting available margin;
- Insufficient free balance;
- Incomplete compliance documentation;
- Suspicion of fraud, abusive trading, or regulatory breach;
- Unresolved chargebacks or disputes;
- Failure to respond to compliance inquiries;
- Account dormancy requiring re-verification.

III.II.III Withdrawal Destination

As a general rule, withdrawals shall be returned to the original funding source to prevent financial misuse. Where this is not technically feasible, an alternative channel may be approved subject to enhanced due diligence review.

III.II.IV Processing Timeline

Withdrawals are typically reviewed within two (2) to seven (7) business days. However, settlement timelines depend on external financial institutions and are beyond the Company's direct control.

III.II.V Open Position Restrictions

Clients must ensure that sufficient free margin remains available prior to submitting a withdrawal request. The Company may decline any request that jeopardizes margin requirements or trading stability.

III.II.VI Erroneous Payments

If funds are credited in error, the Client must immediately notify the Company and refrain from utilizing such funds. The Company retains the right to reverse mistaken credits.

III.II.VII Bonus and Credit Adjustments

Where promotional credit or trading bonuses are applied, withdrawals may result in proportional reduction or cancellation of such credits in accordance with applicable promotional terms.

III.II.VIII Negative Balance Recovery

In the event that an account reflects a negative balance, the Company reserves the right to withhold withdrawals and pursue recovery of outstanding deficits prior to releasing any funds.

Subsection III.III: Refund Policy

III.III.I Cooling-Off Period

Subject to regulatory requirements, Clients may request a refund of deposited funds within fourteen (14) calendar days from account activation, provided no trading activity has occurred.

Refunds shall be processed exclusively to the original funding source.

III.III.II Exclusion for Trading Losses

Funds lost as a result of executed trades are not refundable under any circumstances.

III.III.III Post-Processing Finality

Once a withdrawal has been fully processed and transferred to the Client's designated financial institution, the Company bears no obligation to reverse or retrieve the funds unless required by law.

Subsection III.IV: Fees, Charges, and Commissions

III.IV.I Standard Trading Costs

The Client acknowledges that participation in trading involves financial costs, including but not limited to spreads, commissions, rollover charges, swap fees, currency conversion charges, administrative fees, and third-party processing costs.

III.IV.II Fee Adjustments

The Company reserves the right to modify its fee schedule in response to market volatility, liquidity provider adjustments, operational requirements, or regulatory changes. Updated fee structures shall be published through official channels.

III.IV.III Inactivity and Administrative Charges

Accounts that remain inactive for extended periods may be subject to dormancy or maintenance fees. Such charges may be deducted automatically without prior notice.

III.IV.IV Interest and Penalty Charges

Where financial obligations remain unpaid, the Company may apply interest at a commercially reasonable rate, including an annual rate of up to five percent (5%) or equivalent daily accrual, until settlement.

III.IV.V Automatic Deductions

The Client authorizes the Company to deduct applicable fees, penalties, service charges, or administrative costs directly from the trading account balance without additional consent.

III.IV.VI Settlement Prior to Termination

All outstanding fees and liabilities must be settled before account closure or termination can be completed.

III.IV.VII Tax Responsibility

The Client bears sole responsibility for reporting and paying any applicable taxes, duties, or financial obligations arising from trading activity. The Company shall not provide tax advice nor assume responsibility for tax compliance.

SECTION IV: TRADING OPERATIONS, PLATFORM GOVERNANCE, AND EXECUTION POLICIES

Subsection IV.I: Platform Access and System Governance

IV.I.I Grant of Limited Usage Rights

Subject to compliance with these Service Terms, the Company confers upon the Client a limited, revocable, non-exclusive, and non-transferable right to access and utilize its proprietary trading platform strictly for personal trading purposes. Such authorization



does not confer ownership, sublicensing rights, or commercial exploitation privileges of any kind.

The scope of permitted use includes execution of trades, monitoring account activity, and accessing approved analytical tools. Any use beyond this defined scope shall constitute unauthorized activity.

IV.I.II Credential Security and Responsibility

Following successful account activation, secure login credentials shall be issued to the Client. The Client bears exclusive responsibility for safeguarding such credentials and for all transactions, instructions, and activity executed under their account.

Any loss resulting from unauthorized access due to negligence, password sharing, phishing exposure, or insecure storage practices shall be borne entirely by the Client.

IV.I.III Suspension and Access Restriction

Where the Company reasonably suspects misuse, security compromise, regulatory breach, or violation of these Service Terms, it may immediately suspend, restrict, or terminate access to the platform without prior notice.

Such measures may be implemented to preserve system integrity, protect market fairness, or comply with regulatory obligations.

IV.I.IV Prohibited Commercial Exploitation

The Client shall not reproduce, license, distribute, resell, modify, translate, reverse engineer, decompile, copy, mirror, or commercially exploit any component of the trading platform.

All proprietary rights, including software architecture, execution algorithms, databases, pricing engines, and design interfaces remain the exclusive property of the Company or its licensors.

IV.I.V System Interference and Cybersecurity Violations



Any attempt to interfere with system functionality—including hacking, injecting malicious code, conducting denial-of-service attacks, reverse engineering infrastructure, or exploiting technical vulnerabilities—is strictly prohibited.

Engagement in such activity may result in immediate termination, forfeiture of profits, legal proceedings, and referral to law enforcement authorities.

IV.I.VI Client-Side Infrastructure Responsibility

The Client acknowledges responsibility for maintaining appropriate hardware, software, secure internet connectivity, and antivirus protection. The Company shall not be liable for execution delays, data loss, or performance deficiencies attributable to the Client's technological environment.

IV.I.VII Automated and Algorithmic Trading Restrictions

Use of automated trading systems, bots, expert advisors, arbitrage software, high-frequency strategies, or latency exploitation mechanisms is prohibited unless explicitly authorized in writing.

The Company may void trades and reverse profits derived from unauthorized automation.

IV.I.VIII Platform Availability and Downtime

While reasonable efforts are undertaken to maintain system functionality, uninterrupted access cannot be guaranteed. Scheduled maintenance, emergency updates, third-party service interruptions, or liquidity provider outages may impact platform performance.

No liability shall arise from temporary unavailability.

IV.I.IX Technical Malfunctions and Execution Errors

Execution discrepancies resulting from latency, system glitches, pricing feed anomalies, or external infrastructure failures shall not impose liability upon the Company.



The Client acknowledges and accepts technological risk inherent in electronic trading systems.

IV.I.X Monitoring and Surveillance Authority

The Company reserves the right to monitor trading patterns, execution behavior, server load impact, and order frequency to detect abusive or manipulative conduct.

Irregular activity may trigger internal review, trade nullification, margin adjustment, or account suspension.

IV.I.XI Update and Revision of Platform Terms

The Company may modify platform features, execution models, risk parameters, or user conditions at any time. Continued use constitutes deemed acceptance of such revisions.

IV.I.XII Unauthorized Access Attempts

Any attempt to access restricted system components, internal databases, or other users' accounts shall result in immediate account termination and potential legal action.

Subsection IV.II: Market Information and Advisory Limitations

IV.II.I Informational Nature of Market Content

The Company may provide market commentary, technical analysis, economic calendars, news feeds, signals, or educational content (**collectively "Market Information"**). Such content is furnished exclusively for general informational purposes.

No content provided shall be construed as personalized investment advice, portfolio management, or fiduciary guidance.

IV.II.II No Warranty of Accuracy



The Company makes no representation regarding the accuracy, completeness, reliability, or timeliness of Market Information, whether internally produced or sourced from third parties.

The Client assumes full responsibility for reliance on such materials.

IV.II.III No Solicitation Representation

Market Information shall not constitute an offer, solicitation, or endorsement to enter into any transaction in jurisdictions where such activity would be unlawful.

The Client is solely responsible for verifying regulatory permissibility in their location.

IV.II.IV Voluntary Provision of Information

The Company is under no obligation to provide continuous updates, trading alerts, or portfolio monitoring. Any communication provided is discretionary and does not establish a fiduciary relationship.

IV.II.V Redistribution Prohibition

The Client shall not redistribute, reproduce, transmit, or publish Market Information without prior written consent.

IV.II.VI Conflict of Interest Disclosure

The Client acknowledges that the Company may act as principal, counterparty, or liquidity intermediary in transactions and may therefore hold positions opposite to those of the Client.

The existence of such positions does not invalidate trade execution or create advisory obligations.

Subsection IV.III: Order Execution and Trading Mechanics

IV.III.I Market Order Execution and Slippage



Submission of a market order constitutes authorization for execution at the best available price under prevailing market conditions.

Due to volatility, liquidity constraints, or network latency, execution price may differ from the requested price. Such variance, commonly referred to as slippage, is a normal market phenomenon and is accepted by the Client.

IV.III.II Counterparty Structure

Transactions executed via the platform may involve the Company acting as counterparty. All executed trades are final, binding, and non-transferable.

IV.III.III Margin and Leverage Adjustments

The Company may adjust margin requirements, leverage limits, pricing structures, or execution parameters in response to market volatility, liquidity conditions, or regulatory mandates.

Adjustments may take effect immediately where risk exposure requires.

IV.III.IV Order Submission Accuracy

Responsibility for accuracy of order parameters rests solely with the Client. Incorrect lot size, instrument selection, or order type shall not create liability for the Company.

IV.III.V Force Majeure Market Conditions

During extreme market dislocation, trading halts, or systemic instability, order execution may be delayed, rejected, or suspended. The Company shall not bear liability arising from such events.

IV.III.VI Irrevocability of Executed Orders

Once confirmed as executed, orders may not be canceled or amended.

IV.III.VII Automatic Liquidation

Failure to maintain required margin levels may result in automatic liquidation of positions without prior notification. Such liquidation may occur partially or entirely, based on risk exposure.

IV.III.VIII Scalping and Abusive Strategies

High-frequency scalping, price exploitation, or system latency arbitrage is prohibited unless expressly approved. Profits derived from prohibited practices may be voided.

IV.III.IX Order Volume and Frequency Controls

The Company may impose limitations on trade size, frequency, or instrument availability to manage systemic risk and maintain orderly market conditions.

IV.III.X Trade Nullification Authority

In cases of manifest error, mispricing, technical malfunction, or exploitation of system anomalies, the Company reserves the right to cancel or amend affected trades.

IV.III.XI Risk Warning and Disclosure

Engaging in leveraged trading involves substantial financial risk, including potential loss exceeding deposited capital. The Client confirms review of the Risk Warning and Disclosure and accepts full responsibility for trading outcomes.

SECTION V: DATA GOVERNANCE, RECORDS, AND ELECTRONIC AUTHORIZATION

Subsection V.I: Client Data, Documentation, and Record Management



For the purposes of these Service Terms, **"Client Data"** shall mean any information, document, record, or communication provided directly or indirectly by the Client throughout the duration of their relationship with the Company. This includes identification details, contact information, financial disclosures, trading activity records, transactional history, compliance documentation, and communication logs.

V.I.I Accuracy and Ongoing Disclosure Obligations

As a fundamental condition of maintaining an account, the Client shall provide complete, truthful, and up-to-date information at the time of registration and throughout the lifecycle of the account.

Any change affecting identity, residency, contact details, financial status, tax classification, or regulatory standing must be disclosed without delay. Failure to maintain accurate records may result in trading restrictions, suspension of withdrawals, or account termination.

V.I.II Mandatory Verification Documentation

Prior to activation and periodically thereafter, the Company may require submission of documentation necessary to satisfy Know Your Customer (KYC), Anti-Money Laundering (AML), sanctions screening, and regulatory compliance obligations.

Required documentation may include, but is not limited to:

- Government-issued identification;
- Proof of residential address;
- Bank statements;
- Source of wealth declarations;
- Corporate incorporation documents (where applicable).

The Company reserves discretion to determine sufficiency of documentation.

V.I.III Third-Party Verification and Screening

For regulatory compliance purposes, the Company may conduct identity verification and background checks using independent third-party service providers.

Non-cooperation, refusal to submit documentation, submission of expired materials, or provision of falsified information shall constitute grounds for immediate restriction or permanent closure of the account.

V.I.IV Additional Documentation Requirements

Where jurisdictional, transactional, or payment-related risks are identified, supplementary documentation may be requested. Continued access to services is contingent upon timely cooperation with such requests.

V.I.V Disclosure to Financial Institutions and Service Providers

In connection with account operations, the Company may transmit relevant Client Data to affiliated banks, liquidity providers, payment service providers, compliance vendors, auditors, or regulatory authorities for legitimate operational and legal purposes.

Such disclosures shall be limited to what is necessary for transaction processing, risk management, and compliance obligations.

V.I.VI Purpose of Data Collection

Collection of Client Data serves multiple objectives, including:

- Establishment of a unique trading account;
- Verification of identity and financial suitability;
- Risk monitoring;
- Prevention of fraud and financial crime;
- Regulatory reporting obligations;
- Secure communication and customer support.



V.I.VII Data Security Measures

The Company implements commercially reasonable technical and organizational safeguards to protect Client Data from unauthorized access, alteration, disclosure, or destruction.

Notwithstanding such measures, the Client acknowledges that no electronic transmission or storage system is entirely immune from cyber threats. Responsibility for maintaining secure login credentials rests exclusively with the Client.

V.I.VIII Recording of Communications

All communications between the Client and the Company—including telephone conversations, live chats, emails, and platform messages—may be recorded, archived, and retained for quality assurance, compliance review, dispute resolution, and evidentiary purposes.

The Client hereby consents to such recording.

V.I.IX Data Retention and Legal Admissibility

Communication records, transactional logs, and compliance documentation may be retained for periods required under applicable law or internal retention policy.

Such records may be submitted as evidence in judicial, regulatory, or arbitration proceedings where necessary.

V.I.X Restricted Access to Internal Records

The Client shall not be entitled to access proprietary internal documentation, investigative reports, compliance assessments, or internal correspondence unless expressly authorized by the Company in its sole discretion.

V.I.XI Fraudulent or Misleading Information



Submission of incomplete, misleading, falsified, or altered documentation may result in immediate suspension, cancellation of trades, forfeiture of profits, and reporting to competent authorities.

V.I.XII Account Deactivation for Compliance Risk

Where ongoing compliance concerns arise, including politically exposed person (PEP) classification changes, sanctions exposure, or unexplained financial activity, the Company may deactivate or permanently close the account without prior notice.

V.I.XIII Data Protection Compliance

The Company shall process Client Data in accordance with applicable data protection laws. Where required, cross-border data transfers may occur subject to appropriate safeguards.

V.I.XIV Loss of Email Access

In the event that access to the registered email account is lost, the Client must notify the Company in writing before initiating any dispute, withdrawal, or termination request. The Company may require identity re-verification prior to implementing account changes.

Subsection V.II: Electronic Signature and Digital Consent

For purposes of these Service Terms, "**Electronic Consent**" refers to any agreement, acknowledgment, or authorization expressed through digital interaction, including but not limited to button clicks, checkbox confirmations, electronic submissions, platform confirmations, or email instructions.

Such electronic actions carry the same legal effect as handwritten signatures under applicable electronic signature legislation.

V.II.I Binding Nature of Electronic Acceptance



By accessing the platform, registering an account, or executing transactions electronically, the Client affirms consent to be legally bound by all applicable agreements, disclosures, and policies.

V.II.II Delivery of Notices in Electronic Form

The Company may deliver contractual updates, confirmations, regulatory notices, and policy revisions via registered email, website publication, or platform notification. Electronic transmission shall constitute valid notice.

V.II.III Responsibility for Contact Information

Maintaining accurate and functional contact details is the Client's obligation. Failure to receive communications due to outdated information shall not invalidate such notices.

V.II.IV Electronic Instruction Authorization

Any instruction submitted through the trading platform, registered email, or other approved digital channel shall be deemed authorized and binding upon the Client.

The Company may rely upon such instructions without additional verification unless fraud is reasonably suspected.

V.II.V Revocation of Electronic Consent

Requests to revoke electronic consent must be submitted in writing. Revocation shall not affect transactions or agreements completed prior to acknowledgment of such request.

V.II.VI Security of Digital Devices

The Client is responsible for securing all devices used to access the platform. The Company shall not bear liability for losses resulting from compromised devices, phishing, malware, or unsecured networks.

V.II.VII Technical Communication Risks



The Client acknowledges inherent risks associated with electronic communication, including delivery failure, system outages, or transmission errors, and assumes responsibility for monitoring communications.

V.II.VIII Evidentiary Validity of Electronic Records

Electronically stored agreements, instructions, and confirmations shall constitute admissible and enforceable evidence in any legal or regulatory proceeding.

V.II.IX Automated Decision-Making Acknowledgment

The Client acknowledges that certain compliance checks, risk monitoring, and account reviews may be conducted using automated systems and algorithmic tools. Such systems may trigger temporary restrictions pending human review.

SECTION VI: ACCOUNT ACCESS, AUTHORIZATION, AND OPERATIONAL CONTROL

Subsection VI.I: Platform Access and Account Security

For purposes of these Service Terms, "Platform Access" refers to the rights, responsibilities, and security obligations associated with a Client's use of the Company's electronic trading infrastructure.

VI.I.I Issuance of Access Credentials

Following successful onboarding and account activation, secure authentication credentials shall be issued to the Client. Such credentials authorize engagement with the Company's trading systems strictly within the scope of rights granted under this Agreement.

The issuance of credentials does not confer ownership rights over the platform, nor does it create any agency or partnership relationship between the Parties.

VI.I.II Safeguarding of Credentials



Protection of account identifiers, passwords, authentication devices, and registered email access shall remain the sole responsibility of the Client.

Reasonable precautions must be taken to prevent disclosure, including avoidance of shared devices, unsecured networks, and credential transmission to third parties.

VI.I.III Liability for Account Activity

All activity executed under a Client's credentials shall be deemed authorized, whether such activity arises from deliberate instruction, negligence, accidental disclosure, or unauthorized third-party interference.

The Company shall not be required to investigate the authenticity of instructions submitted through valid login credentials unless clear evidence of system compromise exists.

VI.I.IV Limitation of Company Responsibility

No liability shall attach to the Company for losses arising from credential compromise, phishing attacks, device theft, unauthorized email access, or any breach attributable to Client negligence or failure to implement appropriate security controls.

VI.I.V Obligation to Notify

Upon suspicion of unauthorized access, compromised credentials, or unusual account behavior, the Client must notify the Company immediately in writing.

Failure to provide timely notification may result in continued liability for subsequent transactions.

VI.I.VI Monitoring and Surveillance Authority

To preserve system integrity and regulatory compliance, the Company may conduct continuous monitoring of trading behavior, login patterns, geographic access points, and transaction anomalies.



Suspicious activity may trigger temporary restrictions, compliance inquiries, or internal investigation procedures.

VI.I.VII Suspension and Termination of Access

The Company retains sole discretion to suspend, restrict, or permanently revoke platform access in cases involving:

- Breach of these Service Terms;
- Fraudulent conduct;
- Regulatory violations;
- Abuse of trading conditions;
- Security threats.

Such measures may be implemented without advance notice where risk mitigation requires immediate action.

VI.I.VIII Accuracy of Account Information

Maintenance of current and accurate personal, financial, and contact details is a continuing obligation. Accounts associated with misleading, outdated, or incomplete information may be restricted pending corrective action.

VI.I.IX Platform Modifications

System updates, feature adjustments, access limitations, or structural platform changes may be implemented at any time. Continued use following such modification constitutes acceptance of revised operational parameters.

VI.I.X Multiple Account Governance

Where a Client maintains multiple accounts, each account shall be treated as legally distinct for purposes of margin calculation, risk exposure, and compliance monitoring. The Company may aggregate positions or balances across accounts where risk management considerations require.

VI.I.XI Loss of Registered Email Access

Inability to access the registered email address must be communicated immediately. The Company may require identity re-verification before updating communication credentials.

Subsection VI.II: Delegated Authority and Third-Party Access

For the purposes of these Service Terms, "Delegated Authority" refers to the granting of account access or trading authority to an external individual or entity.

VI.II.I Requirement for Prior Authorization

No third party shall access or operate a Client's account without prior written approval from the Company and completion of required compliance documentation.

Approval of delegated authority remains at the Company's sole discretion.

VI.II.II Client Responsibility for Delegates

Selection, supervision, and monitoring of any authorized representative remains exclusively the responsibility of the Client. The Company assumes no advisory, due diligence, or vetting obligation in respect of third-party representatives.

VI.II.III Full Liability for Delegated Actions

All financial consequences, regulatory exposure, and contractual obligations arising from the actions of an authorized third party shall be borne entirely by the Client.

VI.II.IV Mandatory Tri-Party Documentation



A formal authorization agreement among the Client, the third party, and the Company may be required prior to granting access. The Company may impose conditions or restrictions as deemed appropriate.

VI.II.V Right to Revoke Delegation

The Company may suspend or revoke third-party access at any time where compliance, risk management, or regulatory concerns arise.

VI.II.VI Indemnification for Delegate Conduct

The Client shall indemnify and hold harmless the Company from claims, penalties, losses, or liabilities arising from misconduct or unlawful acts committed by an authorized third party.

VI.II.VII Enhanced Due Diligence

The Company may conduct background screening, sanctions checks, or suitability assessments of proposed third-party delegates before granting or renewing authorization.

Subsection VI.III: Dormant and Non-Operational Accounts

For purposes of these Service Terms, account inactivity classifications are established to manage operational risk and regulatory compliance.

VI.III.I Definition of Inactivity

An account shall be classified as **"Inactive"** where no login, trade execution, or fund movement occurs for thirty (30) consecutive calendar days.

Where inactivity extends to ninety (90) consecutive days, the account shall be reclassified as **"Non-Operational."**

VI.III.II Administrative Charges for Inactive Accounts

Inactive accounts may incur monthly maintenance fees in accordance with the published fee schedule. Such fees may be deducted automatically from available balances.

VI.III.III Annual Non-Operational Fee

Accounts designated as Non-Operational may be subject to an annual administrative charge of USD 2,000.00 (or equivalent), in addition to applicable monthly charges, unless otherwise stated.

VI.III.IV Reclassification of Client Funds

Where prolonged inactivity persists and contact attempts fail, the Company may reclassify remaining balances in accordance with internal policy and applicable regulatory requirements.

VI.III.V Account Closure Conditions

Closure may occur where the account:

- Is classified as Inactive or Non-Operational;
- Maintains a zero or minimal balance;
- Is unreachable via registered communication channels.

VI.III.VI Continued Fee Accrual

Maintenance and administrative charges shall continue to accrue until the balance is depleted or the account is formally reactivated.

VI.III.VII Reactivation Requirements

Reactivation of a dormant account requires submission of updated compliance documentation, successful KYC re-verification, and settlement of outstanding fees.

Previously deducted administrative fees shall not be refunded.

VI.III.VIII Access Restrictions During Dormancy

The Company may restrict trading, withdrawals, or platform access during periods of inactivity.

VI.III.IX Client Responsibility for Monitoring

Ongoing monitoring of account status remains the responsibility of the Client. The Company shall not be liable for financial consequences arising from inactivity classification.

VI.III.X Regulatory Reporting of Dormant Accounts

Where required by law, dormant accounts and associated balances may be reported to regulatory authorities or financial oversight bodies.

VI.III.XI Extended Non-Operational Closure Authority

Where an account remains classified as Non-Operational for an extended period, the Company reserves the right to permanently close such account in accordance with its internal policies and any applicable regulatory requirements. The Company may, where reasonably practicable, attempt to provide prior notice to the Client using the registered contact details on file; however, failure to successfully deliver such notice shall not invalidate the closure.

Any closure carried out pursuant to this provision shall not give rise to liability on the part of the Company, except to the extent expressly required under applicable law.

SECTION VII: EVENTS OF DEFAULT, ENFORCEMENT RIGHTS, AND TERMINATION**Subsection VII.I: Circumstances Constituting Default**

For the purposes of these Service Terms, an "Event of Default" shall mean any occurrence that materially impairs the Client's ability to

perform obligations under this Agreement or exposes the Company to financial, regulatory, reputational, or operational risk.

VII.I.I Financial Non-Performance

An Event of Default shall arise where the Client fails to satisfy any monetary obligation when due, including but not limited to:

- Outstanding fees or commissions;
- Margin deficiencies;
- Negative account balances;
- Unpaid administrative or penalty charges.

Failure to remedy such deficiency within a reasonable timeframe may result in immediate enforcement action.

VII.I.II Insolvency and Legal Incapacity

Default shall be deemed to occur upon the Client's declaration of bankruptcy, insolvency filing, appointment of a trustee or receiver, legal incapacity, or confirmed death.

In such circumstances, account control shall be suspended pending verification of lawful successor authority. The Company shall recognize only legally documented heirs, executors, or court-appointed representatives.

VII.I.III Regulatory Non-Compliance

Failure to comply with KYC, AML, sanctions screening, tax disclosure, or regulatory reporting obligations within the timeframe specified by the Company shall constitute a material breach and an Event of Default.

VII.I.IV Fraudulent or Manipulative Conduct

Engagement in misrepresentation, falsification of documents, identity fraud, collusion, insider trading, price manipulation, platform

exploitation, or abusive trading strategies shall automatically trigger default status.

The Company may report such conduct to relevant authorities.

VII.I.V Force Majeure and Extraordinary Events

Where performance becomes impossible due to extraordinary circumstances including war, terrorism, civil unrest, governmental restrictions, natural disasters, pandemics, or systemic financial crises, such occurrence may result in suspension of obligations without fault attribution.

The Company may implement protective measures, including liquidation or temporary suspension of services.

VII.I.VI Operational or Regulatory Disruption

Where material disruption arises due to regulatory sanctions, revocation of licenses, liquidity provider withdrawal, systemic data corruption, or platform infrastructure failure, the Company may declare operational default conditions requiring emergency measures.

VII.I.VII Governmental Investigation or Sanctions

If governmental, judicial, or regulatory authorities initiate proceedings involving the Client that may expose the Company to liability, the Company may freeze, restrict, or terminate the account pending resolution.

VII.I.VIII Unauthorized Automation or System Abuse

Use of unapproved trading algorithms, latency arbitrage tools, scripting mechanisms, or exploitative automation software shall constitute an immediate Event of Default.

VII.I.IX Cross-Default Provision

An Event of Default under any other agreement between the Client and the Company shall automatically constitute an Event of Default under these Service Terms.

VII.I.X Immediate Enforcement Authority

Upon occurrence of an Event of Default, the Company may, without prior notice:

- Liquidate open positions;
- Offset balances across accounts;
- Withhold withdrawals;
- Apply remaining funds toward outstanding liabilities;
- Pursue legal remedies.

VII.I.XI No Obligation of Prior Notice

Except where mandated by applicable law, the Company shall not be required to provide advance warning prior to exercising default remedies.

VII.I.XII Preservation of Rights

Failure by the Company to enforce any provision immediately upon default shall not constitute waiver of rights.

Subsection VII.II: Suspension, Termination, and Consequences**VII.II.I Termination for Cause**

The Company may suspend or permanently terminate the Client relationship where material breach, unlawful activity, regulatory exposure, abusive trading conduct, or reputational risk is identified.

Termination may be executed without advance notice.

VII.II.II Voluntary Termination by Client



The Client may request termination in writing from the registered email address. The Company may require identity confirmation prior to processing the request.

VII.II.III Acceleration of Obligations

Upon termination—whether voluntary or involuntary—all outstanding liabilities shall become immediately due and payable.

VII.II.IV Settlement of Remaining Funds

Where funds remain following termination, the Company may:

- Deduct outstanding fees or charges;
- Reverse promotional credits;
- Apply risk adjustments;
- Transfer net balances to the verified funding source following compliance review.

VII.II.V Cessation of Trading Rights

All open orders, trading privileges, and platform access shall cease immediately upon termination.

VII.II.VI Termination for Inactivity

Prolonged inactivity, failure to respond to compliance inquiries, or repeated unsuccessful communication attempts may result in account closure.

VII.II.VII Chargeback or Dispute Action

If the Client initiates a chargeback, dispute, or legal complaint in bad faith, the Company may withhold funds, suspend the account, and initiate recovery proceedings.

VII.II.VIII Indemnification

The Client agrees to indemnify and hold harmless the Company from losses, claims, regulatory penalties, and legal costs arising from breach, misrepresentation, unlawful conduct, or third-party disputes linked to the Client's account.

VII.II.IX Reputational and Regulatory Risk Termination

Where continued association with the Client presents material reputational, regulatory, financial, or legal risk, the Company may terminate services at its discretion.

VII.II.X Survival of Obligations

Termination of this Agreement shall not extinguish obligations relating to indemnification, confidentiality, unpaid liabilities, dispute resolution, or regulatory cooperation.

VII.II.XI Record Retention

Following termination, the Company shall retain account data, transaction logs, and communications in accordance with statutory retention periods.

VII.II.XII Dispute-Related Suspension

Where arbitration, litigation, or formal dispute proceedings are initiated, the Company may temporarily restrict withdrawals and suspend access until resolution.

VII.II.XIII Set-Off Rights

The Company may set off any obligation owed by the Client against any credit balance held in any account maintained by the Client.

SECTION VIII: DEFINITIONS AND INTERPRETATION

Subsection VIII.I: Definitions and Construction of Terms



For the purposes of these **Service Terms**, the expressions set forth below shall bear the meanings assigned to them herein. These definitions shall apply uniformly throughout this Agreement, all incorporated policies, annexes, disclosures, schedules, and any communication issued by the Company, unless the context expressly requires otherwise.

Headings are provided for convenience only and shall not affect interpretation. The singular shall include the plural and vice versa. References to statutes or regulations shall include amendments, re-enactments, and successor legislation.

The Company reserves the right to interpret, clarify, or supplement defined terminology where necessary to ensure regulatory compliance or operational consistency.

VIII.I.I Account

An individually registered trading profile established in the name of the Client for the purpose of accessing and utilizing the Company's Services. The Account reflects balances, margin allocations, open positions, transaction history, credits, debits, and all financial activity conducted under the Client's authentication credentials.

VIII.I.II Account Balance

The total realized monetary amount recorded in the Client's Account at any given time, exclusive of unrealized gains or losses from open positions.

VIII.I.III Active Position

Any executed trade that remains open and unsettled, whether long or short, until it is closed manually, automatically, or through risk management mechanisms such as Stop-Out.

VIII.I.IV Agreement



These Service Terms, together with all incorporated policies, schedules, annexes, disclosures, amendments, and referenced documents forming the binding contractual relationship between the Company and the Client.

VIII.I.V AML Oversight and Compliance Standards

The internal compliance structure implemented by the Company to identify, monitor, prevent, and report suspicious financial activities in accordance with applicable regulatory requirements.

VIII.I.VI Annualized Performance Rate

A standardized financial calculation expressing the extrapolated yearly return of an investment or trading strategy, computed according to recognized financial methodologies.

VIII.I.VII Applicable Regulatory Regime

All laws, regulations, directives, sanctions programs, licensing obligations, and compliance standards applicable to the Company, the Client, or the Services provided hereunder.

VIII.I.VIII Ask Price

The lowest price at which a financial instrument is offered for sale in the market at a particular moment.

VIII.I.IX Authentication Credentials

Usernames, passwords, multi-factor authentication codes, biometric identifiers, digital certificates, or other security mechanisms used to access the Account.

VIII.I.X Base Currency

The first-listed currency in a currency pair against which the value of the second-listed currency is measured.

VIII.I.XI Bid Price

The highest price currently offered by a buyer for a financial instrument at a given time.

VIII.I.XII Bonus

Promotional or incentive-based credit funds granted to a Client's Account subject to predefined trading volume conditions, withdrawal restrictions, or compliance requirements.

VIII.I.XIII Business Day

Any day on which financial institutions and trading markets are operational, excluding recognized public holidays within the Company's jurisdiction.

VIII.I.XIV Buy Limit Order

A pending instruction to purchase a financial instrument at a specified price or lower.

VIII.I.XV Buy Stop Order

A conditional order instructing execution of a purchase once the market price reaches or exceeds a specified threshold.

VIII.I.XVI Capital Gain

An increase in the value of a financial instrument relative to its acquisition cost.

VIII.I.XVII Capital Loss



A decrease in the value of a financial instrument relative to its acquisition cost.

VIII.I.XVIII Client

A natural person or legal entity that has completed registration, satisfied verification requirements, and maintains an Account with the Company.

VIII.I.XIX Commission

A fee charged by the Company for the execution, clearing, settlement, or processing of Client transactions.

VIII.I.XX Company

COMUNUPX, including its directors, officers, employees, agents, affiliates, contractors, systems, platforms, and operational infrastructure involved in providing Services.

VIII.I.XXI Conflicts of Interest Management Policy

The Company's internal governance framework designed to identify, manage, mitigate, and disclose circumstances where its interests may conflict with those of its Clients.

VIII.I.XXII Contract for Difference (CFD)

A leveraged derivative financial instrument allowing speculation on the price movement of an underlying asset without acquiring ownership of that asset.

VIII.I.XXIII Counterparty

Any financial institution, liquidity provider, clearing entity, payment processor, or third-party service provider facilitating trade execution or settlement.

VIII.I.XXIV Credit Facility

Margin or temporary funds extended by the Company to the Client to enable leveraged trading, subject to repayment and risk management provisions.

VIII.I.XXV Derivative Instrument

A financial contract whose value is derived from the performance of an underlying asset, benchmark, index, or rate.

VIII.I.XXVI Digital Communication

Any communication transmitted electronically between the Company and the Client, including emails, platform messages, SMS, recorded calls, or other electronic channels.

VIII.I.XXVII Electronic Signature

An electronic action, acknowledgment, or digital authentication indicating the Client's acceptance of contractual terms or instructions, carrying the same legal validity as a handwritten signature.

VIII.I.XXVIII Equity

The real-time net value of the Client's Account calculated as Account Balance plus or minus unrealized profit or loss from open positions.

VIII.I.XXIX Event of Default

Any occurrence defined under Section VII of these Service Terms that permits the Company to exercise enforcement rights.

VIII.I.XXX Exchange Rate Risk

The financial exposure resulting from fluctuations in currency exchange rates that may impact the value of positions, deposits, or withdrawals.

VIII.I.XXXI Execution Standards and Procedures Policy

The procedural framework governing order routing, execution methodology, slippage handling, and pricing standards.

VIII.I.XXXII Financial Instrument

Any tradable contract or asset offered by the Company, including derivatives, currencies, shares, commodities, indices, or other instruments.

VIII.I.XXXIII Floating Loss

An unrealized loss on an open position calculated according to current market prices.

VIII.I.XXXIV Floating Profit

An unrealized gain on an open position calculated according to prevailing market prices.

VIII.I.XXXV Forecast

A forward-looking market projection based on analytical or statistical models, provided for informational purposes only.

VIII.I.XXXVI Free Margin

The portion of Equity not allocated as margin for open positions and available for additional trading activity.

VIII.I.XXXVII Funds

All monetary assets deposited, credited, or otherwise recorded in the Client's Account, excluding conditional promotional credits unless expressly stated.

VIII.I.XXXVIII Hedge

A trading strategy designed to offset potential losses by establishing an opposing position in a correlated instrument.

VIII.I.XXXIX Index

A statistical composite measurement reflecting the aggregated value or performance of a selected group of financial instruments, securities, or economic indicators, commonly used as a benchmark for market analysis.

VIII.I.XL Initial Public Offering (IPO)

The first public issuance of shares by a privately held company, permitting those shares to be traded on a public exchange.

VIII.I.XLI Instruction

Any directive, order, request, or communication submitted by the Client to the Company through authorized channels requiring execution of a trade, account modification, withdrawal, or other operational action.

VIII.I.XLII Intellectual Property

All proprietary rights owned or licensed by the Company, including but not limited to software architecture, algorithms, databases, trademarks, content, branding, design elements, and trading infrastructure.

VIII.I.XLIII Know Your Customer (KYC)

The regulatory identification and verification process conducted by the Company to confirm the identity, residency, financial profile, and suitability of a Client before and during provision of Services.

VIII.I.XLIV Leverage

A trading mechanism enabling the Client to control a market position exceeding the amount of deposited capital by utilizing margin-based exposure, expressed as a ratio.

VIII.I.XLV Liquidity Provider

A financial institution, prime broker, market maker, or other authorized entity supplying executable bid and ask pricing to facilitate order execution on the Platform.

VIII.I.XLVI Long Position

A market exposure established by purchasing a financial instrument with the expectation that its value will increase.

VIII.I.XLVII Manifest Error

An obvious and material pricing, quotation, execution, or system anomaly arising from technical malfunction, data feed disruption, clerical mistake, or erroneous market data, which the Company reserves the right to correct or nullify.

VIII.I.XLVIII Margin

The minimum amount of capital required to open and maintain a leveraged trading position.

VIII.I.XLIX Margin Call

A formal notification issued when Account Equity approaches or falls below required margin thresholds, requiring additional funds or reduction of positions.

VIII.I.L Margin Level

The ratio of Account Equity to Used Margin, expressed as a percentage, used to determine account risk exposure.

VIII.I.LI Market

Any organized, regulated, or over-the-counter trading environment where financial instruments are quoted, exchanged, or settled.

VIII.I.LII Negative Balance

A deficit condition in which the total liabilities and losses of the Account exceed the available Equity.

VIII.I.LIII Open Position

Any active trade that remains unsettled and exposed to market fluctuation until closed, liquidated, or offset.

VIII.I.LIV Order

A formal instruction submitted by the Client to buy or sell a financial instrument under specified parameters.

VIII.I.LV Party

Either the Company or the Client individually, or both collectively, depending on contextual reference.

VIII.I.LVI Pending Order

A conditional trading instruction that becomes executable once predetermined price or market conditions are satisfied.

VIII.I.LVII Personal Data

Any information relating to an identifiable natural person processed by the Company in connection with account management, regulatory compliance, or service provision.

VIII.I.LVIII Pip

The standardized minimum price increment in a currency pair, typically representing the fourth decimal place in most currency quotations.

VIII.I.LIX Position

The aggregate market exposure of the Client in a specific financial instrument, whether long or short.

VIII.I.LX Principal

The Client acting solely on their own behalf in any transaction conducted under these Service Terms.

VIII.I.LXI Data Protection and Privacy Policy

The Company's formal policy governing the collection, processing, storage, protection, and transfer of Client Data.

VIII.I.LXII Rally

A sustained upward movement in the price of a financial instrument over a defined period.

VIII.I.LXIII Refund Policy and Procedures

The return of eligible deposited Funds to the Client, subject to compliance review and applicable refund policies.

VIII.I.LXIV Sanctions Regime



Any trade restriction, embargo, asset freeze, or financial prohibition imposed by governmental or supranational authorities, including but not limited to OFAC, UN, EU, or other relevant bodies.

VIII.I.LXV Services

All trading, execution, financial, technological, support, compliance, and related offerings provided by the Company under these Service Terms.

VIII.I.LXVI Share

An equity security representing ownership interest in a corporation.

VIII.I.LXVII Short Position

A market exposure created by selling a financial instrument with the expectation that its price will decline.

VIII.I.LXVIII Slippage

The difference between the expected execution price of a trade and the actual execution price, typically occurring during periods of market volatility or reduced liquidity.

VIII.I.LXIX Spread

The numerical difference between the Bid Price and the Ask Price of a financial instrument.

VIII.I.LXX Stop Loss

An automated instruction to close a position once losses reach a specified threshold to limit downside exposure.

VIII.I.LXXI Stop-Out



The automatic liquidation of open positions when the Account's Margin Level falls below the Company's predefined threshold.

VIII.I.LXXII Stop-Out Level

The specific Margin Level percentage at which automatic position closure is triggered to prevent further losses.

VIII.I.LXXIII Swap

An overnight financing charge or credit applied to positions held beyond a trading day, reflecting interest rate differentials or funding costs.

VIII.I.LXXIV Systemic Risk

The risk of widespread financial instability or market disruption resulting from interconnected institutional failure, extreme volatility, or macroeconomic events.

VIII.I.LXXV Take Profit

An automated order instructing closure of a position once a specified profit target is achieved.

VIII.I.LXXVI Trading Account Statement

A comprehensive record detailing transactional history, executed trades, deposits, withdrawals, margin activity, and financial adjustments within the Account.

VIII.I.LXXVII Trading Platform

The proprietary electronic infrastructure, including web-based, desktop, and mobile applications, through which the Client accesses and utilizes the Company's Services.

VIII.I.LXXVIII Transaction



Any trade, deposit, withdrawal, transfer, adjustment, or financial operation conducted within the Account.

VIII.I.LXXIX Volatility

The degree of price fluctuation in a financial instrument over a defined timeframe, reflecting market uncertainty and risk.

VIII.I.LXXX Volume

The total quantity or lot size of a financial instrument traded within a specified period.

VIII.I.LXXXI Withdrawal

A Client-initiated request to transfer Funds from the Account to an approved external payment destination.

VIII.I.LXXXII Working Capital

The liquid funds available within the Account that may be used to maintain open positions or initiate additional trades.