



GENERAL SERVICE AGREEMENT

Last Updated: April 14, 2026

1. INTRODUCTORY PROVISIONS

1.1 Purpose and Legal Effect

This **General Service Agreement (the “Agreement”)** establishes the legally binding terms governing access to, interaction with, and use of all services, systems, platforms, and offerings made available by the Company.

This Agreement defines and regulates the respective rights, obligations, responsibilities, and legal relationships between the Company and any individual or entity engaging with its services. It shall serve as the principal contractual framework in the event of any dispute, claim, or interpretation issue arising from the use of the Company’s services.

1.2 Identification of the Parties

1.2.1 The Company

For the purposes of this Agreement, “Company,” “we,” “us,” or “our” shall mean **NUXEROS**, a duly organized, established, and legally operating business entity, together with its divisions, affiliates, parent companies, subsidiaries, related entities, successors, permitted assigns, representatives, officers, directors, employees, agents, contractors, consultants, and any other individuals or entities acting for, through, under, or on behalf of the foregoing.

The term “Company” shall further include any future reorganizations, mergers, acquisitions, restructurings, name changes, conversions, or continuations of the business, whether by operation of law or otherwise, and shall be construed broadly to ensure the full protection



and enforceability of this Agreement in favor of the Company and all persons or entities associated with it.**1.2.2 The Client**

“Client,” “User,” or “you” refers to any natural person or legal entity who:

- (a) registers, accesses, or uses any of the Company’s services, platforms, or systems;
- (b) agrees to be bound by this Agreement; and
- (c) engages in any activity facilitated by the Company, including but not limited to trading-related services.

1.2.3 Collective Reference

The Company and the Client shall be referred to individually as a “Party” and collectively as the “Parties.”

1.3 Binding Nature of Agreement

By accessing, registering for, or otherwise utilizing any service provided by the Company, the Client irrevocably acknowledges that they have carefully reviewed, fully understood, and expressly agreed to be legally bound by the terms and conditions set forth in this Agreement.

Such acceptance shall constitute the formation of a valid, enforceable, and legally binding contract between the Parties, governing all present and future interactions with the Company. This Agreement shall be admissible as definitive evidence in any legal, regulatory, or dispute resolution proceedings.



1.4 Scope of Application

This Agreement applies comprehensively to all services, products, tools, platforms, content, features, and functionalities made available by the Company, whether accessed directly or indirectly.

It further extends to any future enhancements, modifications, additional services, or supplementary offerings introduced by the Company, unless expressly governed by a separate agreement.

1.5 Amendment and Revision Rights

The Company reserves the unilateral right, at its sole discretion, to revise, amend, supplement, or otherwise modify any provision of this Agreement at any time, without prior notice, subject to applicable legal requirements.

Any such revisions shall become immediately effective upon publication through the Company's official communication channels, including but not limited to its website or platform notifications. Continued access to or use of the services following such modifications shall constitute full acceptance of the revised terms.

2. ACCEPTANCE AND LEGAL RELATIONSHIP

2.1 Acknowledgment and Consent

By accessing or using any portion of the Company's services, the Client expressly confirms that they have read this Agreement in its entirety and agree to comply with all provisions contained herein without limitation, qualification, or modification.



Failure to agree with any part of this Agreement obligates the Client to immediately discontinue all use of the Company's services.

2.2 Independent Review Obligation

The Client acknowledges full responsibility for reviewing and understanding this Agreement prior to engaging with the Company's services. Where any provision is unclear, ambiguous, or not fully understood, the Client is strongly advised to seek clarification directly from the Company or obtain independent legal, financial, or professional advice before proceeding.

2.3 Electronic Communications Consent

The Client consents to receive all communications, notices, disclosures, updates, and legally required information in electronic format.

Such communications may be delivered through email, platform notifications, or official website postings. The Client agrees that electronic delivery shall satisfy any legal requirement for written communication.

2.4 Entire Agreement

This Agreement, together with all incorporated policies, disclosures, and supplementary terms, constitutes the entire understanding between the Parties concerning the subject matter herein.

In the event of any inconsistency between this Agreement and any other document or communication, this Agreement shall prevail unless expressly stated otherwise.

3. SCOPE, ELIGIBILITY, AND APPLICABILITY



3.1 Acceptance Through Use

Any access to, registration with, or utilization of the Company's services constitutes full and ongoing acceptance of this Agreement, including any updates, modifications, or incorporated documents issued by the Company.

3.2 Jurisdictional Restrictions

The Company's services are not available to individuals or entities located in jurisdictions where such use would violate applicable laws or regulations.

This includes, but is not limited to:

- ❑ The United States
- ❑ Restricted regions within the European Union
- ❑ Jurisdictions subject to international sanctions, including those enforced by the Office of Foreign Assets Control (OFAC)

The Client bears sole responsibility for ensuring compliance with all applicable local laws prior to using the services.

3.3 Incorporation of Additional Policies

This Agreement incorporates by reference all related policies, including but not limited to:

- ❑ Information Privacy and Data Protection Policy
- ❑ Risk Assumption and Disclosure Statement



- ☐ AML and CTF Compliance Policy
- ☐ Resolution of Complaints and Disputes Policy

These documents form an integral part of this Agreement and are legally binding upon acceptance.

3.4 Risk Acknowledgment

The Client acknowledges that participation in trading and financial markets involves significant risk, including the potential loss of capital.

The Client affirms that they possess sufficient knowledge, experience, and understanding to evaluate such risks independently. The Company shall not be held liable for any losses incurred as a result of the Client's participation.

3.5 Language and Interpretation

All official versions of this Agreement and related communications shall be issued in the English language.

Any translated versions are provided solely for convenience and shall not carry legal authority. In the event of discrepancies, the English version shall prevail.

3.6 Nature of Information Provided

All materials, content, communications, and data provided by the Company are for informational purposes only and do not constitute financial, investment, legal, or tax advice.



The Client is strongly encouraged to consult qualified professionals prior to making any decisions based on such information.

3.7 Official Communication Channels

All formal communication with the Company must be conducted exclusively through its designated official channels, including its website:

<https://nuxeros.com/>

The Company shall not be responsible for any communication conducted outside its official platforms.

3.8 Account and Agreement Applicability

This Agreement applies to all account types and governs all aspects of account lifecycle management, including creation, usage, suspension, restriction, and termination.

3.9 Breach and Enforcement

Any violation of this Agreement or any incorporated document shall constitute a material breach. The Company reserves the right to impose penalties, restrict access, suspend accounts, or terminate services without prior notice.

3.10 Force Majeure

The Company shall not be liable for any failure or delay in performance resulting from events beyond its reasonable control, including but not limited to natural disasters, acts of war, regulatory changes, cyber incidents, or system failures.



4. THE COMPANY

4.1 Corporate Identity and Operational Scope

For the purposes of this Agreement, the term “Company” shall refer to **NUXEROS**, a duly established and legally recognized entity that owns, manages, and operates the official website located at: <https://nuxeros.com/>

The Company provides proprietary digital platforms, infrastructure, and technology-driven solutions designed to facilitate user access to financial markets. These services include, but are not limited to, trading in foreign exchange (*forex*), cryptocurrencies, indices, equities, commodities, and other financial instruments made available through the Company’s systems.

The definition of “Company” shall extend to include its directors, officers, employees, contractors, affiliates, subsidiaries, partners, licensors, agents, and any third-party service providers engaged in the delivery, support, or enhancement of its services.

4.2 Regulatory Position and Jurisdictional Responsibility

The Company develops and maintains its services in accordance with applicable regulatory frameworks within its governing jurisdiction. However, the Company makes no representation or warranty that its services are appropriate, lawful, or compliant with the legal or regulatory requirements of every jurisdiction worldwide.

It is the sole and exclusive responsibility of the Client to determine whether access to and use of the Company’s services is permissible under the laws applicable in their country of residence or operation.

4.3 Eligibility and Access Requirements

Access to the Company’s services is strictly limited to individuals or entities that satisfy all of the following conditions:

- ② Possession of full legal capacity and competence to enter into binding agreements;
- ② Attainment of the legal age of majority in their jurisdiction;



- ❑ Absence of any legal, regulatory, or contractual restriction preventing participation in financial trading activities;
- ❑ Compliance with all jurisdictional eligibility requirements outlined within this Agreement.

Failure to meet any of the above conditions shall render the Client ineligible to access or continue using the Company's services.

4.4 Account Approval and Due Diligence

The Company retains absolute discretion in evaluating all registration applications, including any information, documentation, or supporting materials submitted during onboarding.

The Company reserves the unrestricted right to approve, reject, or request additional verification for any application without the obligation to provide justification, explanation, or prior notice. This process may include identity verification, background checks, and risk assessments deemed necessary for compliance purposes.

4.5 Accuracy of Client Information

By submitting personal, financial, or identification information to the Company, the Client represents and warrants that all such information is complete, accurate, and not misleading in any respect.

The Company reserves the right to independently verify such information at any time. In the event that false, inconsistent, or fraudulent data is identified, the Company may, at its sole discretion and without prior notice:

- ❑ Suspend or restrict account access;
- ❑ Impose penalties or limitations;
- ❑ Terminate the account permanently;
- ❑ Report such conduct to relevant authorities where required by law.

4.6 Risk Disclosure and Limitation of Responsibility

The Client acknowledges that participation in financial markets involves a high degree of risk, including the potential for substantial or total loss of invested capital.



The Company does not provide guarantees of profitability, performance, or risk mitigation. Under no circumstances shall the Company be held liable for any direct, indirect, incidental, or consequential losses incurred by the Client as a result of trading activities, market fluctuations, or reliance on the Company's services.

4.7 Financial Suitability Assessment

In order to ensure responsible participation, the Company reserves the right to assess the Client's financial standing, experience, and suitability for certain services or trading activities.

This may include requesting additional financial information or conducting inquiries with third-party institutions, including but not limited to financial service providers, insurers, or verification agencies. The Client consents to such assessments as a condition of continued access to the services.

4.8 Delegation and Third-Party Engagement

The Company reserves the unrestricted right to delegate, assign, or subcontract any of its rights, obligations, or operational functions to affiliated entities or qualified third parties, without requiring prior consent from the Client.

Such delegation shall not diminish the enforceability of this Agreement.

4.9 Operational Integrity and Protective Measures

To preserve the integrity, security, and reliability of its systems, personnel, and infrastructure, the Company retains full authority to implement preventive or corrective measures in response to any activity that may compromise its operations.

Such measures may include, but are not limited to, account suspension, transaction limitations, or system access restrictions.

4.10 Restricted Jurisdictions

The Company does not provide services to individuals or entities located in jurisdictions where participation in online trading is restricted or prohibited.

These jurisdictions include, but are not limited to:

- ☐ The United States of America



- ❑ Certain regions within the European Union
- ❑ Countries subject to international sanctions, including those administered by the Office of Foreign Assets Control (OFAC)

The Client is solely responsible for ensuring compliance with all applicable laws prior to accessing the services.

5. THE CLIENT

5.1 Definition and Status

For the purposes of this Agreement, “Client,” “User,” or “you” refers to any individual or legal entity that successfully completes registration with the Company and engages with its services.

All references to “you” or “your” within this Agreement shall be construed accordingly.

5.2 Account Classification

During the registration process, applicants may identify as either individuals or corporate entities. Notwithstanding such classification, all accounts shall be subject to uniform compliance standards and treated in accordance with the Company’s internal policies and regulatory obligations.

5.3 Legal Compliance Responsibility

The Client bears full responsibility for ensuring that their use of the Company’s services complies with all applicable laws and regulations within their jurisdiction.

The Company expressly disclaims any liability arising from unlawful or unauthorized use of its services by the Client.

5.4 Unauthorized Third-Party Access

The Client shall not permit any third party to access, manage, or operate their account without prior written authorization from the Company.



Any unauthorized delegation of control shall constitute a material breach of this Agreement and may result in immediate suspension or termination of the account.

5.5 Regulatory Status Declarations

The Client represents and warrants that they do not qualify as a “U.S. Person” under applicable laws and regulations. For the purposes of this Agreement, a “U.S. Person” shall include, but is not limited to:

- ☐ Any individual who is a citizen or resident of the United States;
- ☐ Any individual holding a valid U.S. passport, regardless of current residence;
- ☐ Any individual physically present in the United States at the time of accessing or using the Company’s services;
- ☐ Any entity, corporation, partnership, or organization incorporated, established, or registered under the laws of the United States;
- ☐ Any account held for the benefit of a U.S. Person, whether directly or indirectly;
- ☐ Any individual or entity subject to U.S. taxation, including those holding a U.S. Tax Identification Number (*TIN*) or Social Security Number (*SSN*);
- ☐ Any person acting on behalf of, or under the direction or control of, a U.S. Person.

The Client further agrees that they are not accessing or using the Company’s services from within the United States, nor are they facilitating access for any U.S. Person.

In the event that the Client becomes classified as a U.S. Person at any time after registration, or if any information provided in this regard becomes inaccurate or outdated, the Client shall immediately:

- (a) cease all use of the Company’s services; and
- (b) notify the Company in writing without undue delay.

The Company reserves the right to suspend, restrict, or terminate any account that is determined, at its sole discretion, to be associated with a U.S. Person, without prior notice and without liability.



5.6 Independent Decision-Making

All trading decisions, account activities, and financial actions undertaken by the Client are made at their sole discretion and risk.

The Company shall not be responsible for any outcomes, losses, or consequences resulting from such decisions.

5.7 Prohibited Conduct – Insider Activity

The Client is strictly prohibited from engaging in any form of insider trading, misuse of confidential information, or exploitation of non-public data in connection with the Company's services.

Any violation shall result in immediate enforcement actions, including account termination and potential legal proceedings.

5.8 Authorized Account Management

Account management by third parties, including family members, shall only be permitted upon prior written approval from the Company and submission of all required documentation.

Unauthorized account sharing is strictly prohibited.

5.9 Politically Exposed Persons (PEPs)

Individuals classified as politically exposed persons (PEPs), including their close associates and immediate family members, may be subject to enhanced due diligence or restricted from accessing the Company's services.

The Client must disclose such status during registration.

5.10 Communication Obligations

The Client agrees to maintain open and responsive communication with the Company, including timely responses to emails, calls, or official notices.

Failure to maintain communication may impact account status or service access.



5.11 Authorized Communication Channels

All official correspondence must be conducted through the Client's registered email address. Communications originating from unverified or unregistered sources shall not be recognized as valid.

5.12 Compliance with Agreement

By continuing to use the Company's services, the Client confirms ongoing compliance with all provisions of this Agreement, including any incorporated policies and future amendments.

6. SERVICE PROVISION AND OPERATIONAL FRAMEWORK

6.1 Conditions of Service Activation

Access to the Company's services is strictly contingent upon the successful completion of the registration process, including but not limited to identity verification, submission of required documentation, and compliance with all Know Your Customer (KYC) and Anti-Money Laundering (AML) requirements.

The Company retains absolute discretion in determining whether an applicant satisfies the eligibility criteria. Approval of an account shall not be deemed automatic and may be withheld, delayed, or revoked at any stage without obligation to provide justification.

6.2 Permitted Use and Access Limitations

All services provided by the Company shall be utilized strictly in accordance with the provisions set forth in this Agreement. Any use of the Company's platforms, tools, or infrastructure beyond the expressly permitted scope shall be deemed unauthorized.

The Client must obtain prior written consent from the Company before engaging in any activity that falls outside the standard or intended use of the services.

6.3 Compliance with Operational Requirements

Continued access to the Company's services is conditional upon adherence to all procedural, technical, and compliance requirements imposed by the Company.

Failure to satisfy such requirements, whether due to incomplete documentation, regulatory concerns, or operational non-compliance, may result in delayed processing, restricted access, or outright denial of service.

6.4 Service Interruptions and External Dependencies

The Client acknowledges that service availability may be impacted by factors beyond the Company's reasonable control, including but not limited to:

- ☐ Technological failures or system outages
- ☐ Third-party service provider disruptions
- ☐ Connectivity issues
- ☐ Regulatory or governmental actions
- ☐ Events classified as force majeure

Under such circumstances, the Company shall not be held liable for any delay, interruption, or failure in service delivery.

6.5 Modification of Services

The Company reserves the unrestricted right to modify, enhance, suspend, or discontinue any aspect of its services at its sole discretion.

This includes, but is not limited to:

- ☐ Account structures and types
- ☐ Fee schedules and commissions
- ☐ Platform features and functionalities
- ☐ Trading conditions and available instruments



Where practicable, the Company will endeavor to communicate material changes through its official communication channels.

6.6 Client Responsibility for Financial Decisions

All financial, trading, or investment decisions made through the Company's platforms are undertaken solely at the Client's discretion and risk.

The Company does not provide investment advice, portfolio management, or financial recommendations. Accordingly, the Client assumes full responsibility for all outcomes resulting from their actions.

6.7 Educational and Informational Resources

The Company may, from time to time, provide educational materials, including webinars, tutorials, written content, and analytical tools.

Such materials are provided solely for informational purposes and do not constitute professional advice. The Company does not guarantee the accuracy, completeness, or continued availability of such resources.

6.8 Account Credentials and Access

Upon successful registration, the Client shall be issued unique access credentials, including account identifiers and authentication details.

The Client is solely responsible for safeguarding such credentials and ensuring that they are not disclosed to unauthorized parties. Any activity conducted using the Client's credentials shall be deemed authorized by the Client.

6.9 Accuracy and Updating of Information

The Client is required to provide accurate, current, and complete information at all times.



Any changes to personal, financial, or identification details must be promptly communicated to the Company. Failure to maintain accurate records may result in restrictions, suspension, or termination of services.

6.10 Regulatory Compliance Obligations

The Client agrees to comply with all applicable legal and regulatory requirements, including AML and KYC obligations, throughout the duration of their relationship with the Company.

The Company reserves the right to request additional documentation or verification at any time.

6.11 Monitoring and Audit Rights

The Company retains the right to monitor, review, and audit Client accounts and transactions to ensure compliance with applicable laws, internal policies, and risk management protocols.

Any suspicious or irregular activity may result in immediate account restriction, suspension, or reporting to relevant authorities.

6.12 Minimum Funding Requirements

Clients are responsible for maintaining the minimum account balance required for their selected account type.

Failure to meet such requirements may result in account limitations, administrative fees, or closure at the Company's discretion.

6.13 Platform Access and Availability

The Company provides access to its proprietary trading platforms, including but not limited to desktop, web-based, and mobile interfaces, subject to system availability and operational conditions.

The Company does not guarantee uninterrupted access or compatibility with all devices.



6.14 License to Use Services

The Company grants the Client a limited, revocable, non-transferable, and non-exclusive license to access and use its services strictly in accordance with this Agreement.

This license may be withdrawn at any time upon breach of any provision herein.

6.15 Third-Party Payment Services

The Client acknowledges that deposits and withdrawals may be processed through third-party Payment Service Providers (PSPs).

The Client agrees to comply with all applicable terms and conditions imposed by such providers. The Company shall not be liable for delays, fees, or failures arising from third-party services.

6.16 Platform Terms and Risk Acknowledgment

By using the Company's trading platforms, the Client agrees to all applicable platform-specific rules, disclosures, and risk statements.

Such provisions form an integral part of this Agreement.

7. ACCOUNT STRUCTURES AND CLASSIFICATIONS

7.1 Categories of Accounts Offered

The Company makes available a range of trading account types (collectively referred to as "Live Accounts"), each designed to provide varying features, conditions, and levels of access depending on the Client's selection and eligibility.

The Company reserves the right to update, rename, modify, or restructure account classifications at any time.

Each account type may differ in terms of, but not limited to:



- ❑ Minimum deposit and funding requirements;
- ❑ Applicable leverage ratios and margin conditions;
- ❑ Access to specific financial instruments or markets;
- ❑ Commission structures, spreads, and associated fees;
- ❑ Platform functionalities, tools, and service levels.

The Company retains the sole and absolute discretion to determine the availability, eligibility criteria, and specific conditions applicable to each account category.

Furthermore, the Company reserves the right to introduce new account types, modify existing account structures, or discontinue any account category at any time without prior notice, subject to applicable legal and regulatory requirements.

7.2 Account Selection and Eligibility Restrictions

While the Client may indicate a preferred account type during registration, the Company retains the absolute right to approve, deny, or reassign account types based on internal criteria, including but not limited to:

- ❑ Jurisdictional limitations
- ❑ Risk profiling and suitability assessments
- ❑ Regulatory compliance requirements
- ❑ Operational or business considerations

Access to certain account types may be restricted or unavailable depending on these factors.

7.3 Account Inactivity and Dormancy

An account may be classified as dormant if no trading activity, deposit, or withdrawal has occurred for a continuous period determined by the Company.

In such cases, the Company reserves the right to:

- ❑ Apply inactivity or maintenance fees;
- ❑ Restrict account functionality;



- ☐ Suspend or close the account after reasonable notice, where applicable.

The Client remains responsible for any applicable charges associated with dormant accounts.

7.4 Approval, Suspension, and Termination of Accounts

The Company is under no obligation to approve any account application. It may, at its sole discretion:

- ☐ Reject an application without providing justification;
- ☐ Suspend or restrict an existing account;
- ☐ Terminate account access immediately in cases of non-compliance, risk exposure, or breach of this Agreement.

Such actions may be taken without prior notice where deemed necessary for regulatory or operational reasons.

7.5 Account Modifications and Requests

Any request to modify account features, including upgrades, downgrades, or changes in trading conditions, must be formally submitted by the Client through the Company's designated communication channels.

All such requests remain subject to review and approval by the Company and may be denied without explanation.

7.6 Minimum Balance and Funding Requirements

Each account type may be subject to minimum balance thresholds and funding requirements.

Failure to maintain the required balance may result in:

- ☐ Restricted trading capabilities;
- ☐ Downgrading of account status;
- ☐ Imposition of administrative fees;



- Closure of the account in accordance with Company policy.

7.7 Currency Conversion and Exchange Risk

Where transactions involve multiple currencies, the Client acknowledges that currency conversion will occur based on prevailing market exchange rates provided by third-party liquidity sources.

The Company does not control such rates and shall not be liable for any losses, discrepancies, or fluctuations resulting from currency conversion.

7.8 Trading Activity and Risk Assumption

All trading activities conducted within any account type are undertaken entirely at the Client's own risk.

The Company does not guarantee profits, returns, or protection against losses. The Client acknowledges full responsibility for evaluating risks associated with trading and agrees that the Company shall not be held liable for any financial outcomes resulting from such activities.

7.9 Account Closure Due to Low Balance

The Company reserves the right to automatically close any account that falls below a minimum operational balance threshold, as determined by internal policy.

Prior notice may or may not be provided depending on the circumstances. Any remaining balance may be processed in accordance with the Company's withdrawal procedures.

7.10 Prohibition of Multiple or Duplicate Accounts

Unless expressly authorized in writing, the Client shall not create or operate multiple accounts for the purpose of circumventing trading conditions, promotional limits, or regulatory requirements.

The Company reserves the right to consolidate, suspend, or terminate duplicate accounts and may void any associated transactions or benefits.

7.11 Account Misuse and Manipulation



The Client shall not engage in any activity that may be considered abusive, manipulative, or exploitative of the Company's systems, including but not limited to:

- ☐ Arbitrage exploiting pricing errors
- ☐ Latency abuse or system manipulation
- ☐ Bonus abuse or promotional exploitation
- ☐ Coordinated trading intended to distort market conditions

The Company reserves the right to investigate such activities and take corrective action, including profit reversal, account suspension, or termination.

8. JOINT ACCOUNT ARRANGEMENTS

8.1 Definition and Authority Structure

A Joint Account refers to an account maintained by two or more individuals who are collectively registered as account holders. Each authorized individual ("*Authorized Signatory*") shall, unless otherwise restricted in writing, possess equal authority to operate the account, including executing trades, initiating deposits, and requesting withdrawals.

8.2 Establishment and Conversion Requirements

Joint Accounts are not created by default. Any request to establish or convert an individual account into a Joint Account must be submitted in writing and is subject to:

- ☐ Full identity verification of all proposed account holders;
- ☐ Completion of all compliance and due diligence procedures;
- ☐ Formal approval by the Company at its sole discretion.

8.3 Joint and Several Liability

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

- ☐ Financial losses
- ☐ Outstanding balances



- ☐ Fees and charges
- ☐ Regulatory obligations

This liability applies irrespective of which account holder initiated the transaction.

8.4 Communication and Notice

Any communication, notification, or instruction delivered by the Company to one Authorized Signatory shall be deemed validly delivered to all account holders.

Each account holder bears responsibility for ensuring that relevant information is shared among all parties.

8.5 Events Affecting Account Holders

In the event of death, incapacity, insolvency, or legal restriction affecting any account holder, the remaining parties must immediately notify the Company and provide appropriate supporting documentation.

The Company reserves the right to suspend account activity pending verification.

8.6 Termination of Joint Accounts

A Joint Account may only be closed or terminated upon receipt of written authorization from all account holders, unless otherwise required by law or regulatory authority.

Any remaining balance shall be distributed in accordance with mutually agreed written instructions.

8.7 Conflict and Risk Management

In the event of disputes, conflicting instructions, or suspected misconduct between account holders, the Company reserves the right to:

- ☐ Suspend account activity



- ② Restrict transactions
- ② Require joint authorization for further actions
- ② Initiate account closure procedures

8.8 Modification of Account Structure

Any changes to account ownership, signatories, or structure must be formally requested and approved by the Company following re-verification procedures.

9. ISLAMIC (SWAP-FREE) ACCOUNT TERMS

9.1 Nature of Islamic Accounts

The Company may offer Swap-Free (*Islamic*) Accounts designed to comply with Sharia principles by eliminating overnight interest (*swap*) charges on qualifying positions.

Such accounts are provided strictly on a conditional basis and subject to ongoing review.

9.2 Eligibility and Approval Process

Clients requesting an Islamic Account must submit a formal application along with any supporting documentation required by the Company to establish eligibility.

Approval is granted solely at the Company's discretion and may be withdrawn at any time.

9.3 Permitted Use and Restrictions

Islamic Accounts must be used exclusively for legitimate trading purposes consistent with Sharia principles.

Any attempt to exploit the absence of swap charges for financial advantage—such as arbitrage strategies or prolonged holding patterns designed to bypass interest—shall be considered misuse.



9.4 Monitoring and Compliance Review

The Company reserves the right to continuously monitor trading behavior associated with Islamic Accounts to ensure compliance with applicable conditions.

This includes reviewing trade duration, frequency, and patterns.

9.5 Enforcement Measures for Misuse

Where misuse or abuse is identified, the Company may, at its sole discretion and without prior notice:

- ❑ Reclassify the account to a standard trading account
- ❑ Reverse profits derived from non-compliant activity
- ❑ Cancel affected trades
- ❑ Apply corrective or administrative charges

9.6 Conditional Nature of Benefits

The privileges associated with Islamic Accounts are not guaranteed and may be revoked at any time.

Any waiver or removal of swap charges is subject to ongoing compliance and may be reversed if misuse is detected.

9.7 Liability for Violations

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

9.8 No Religious Certification

The Company does not act as a religious authority and does not guarantee that its services fully comply with Sharia law.

Clients are advised to seek independent religious guidance if required.



10. SUPPLEMENTARY PROVISIONS AND GENERAL CONDITIONS

10.1 Introduction of New Services and Features

The Company reserves the exclusive right to develop, introduce, modify, or withdraw any services, account types, features, tools, or promotional offerings at any time, without prior notice, subject to applicable legal requirements.

Where new services or features are introduced, they may be subject to additional terms, conditions, or eligibility requirements. The Client shall be required to review and expressly accept such additional provisions prior to participation.

Failure to comply with any supplemental conditions may result in restricted access or disqualification from the relevant service.

10.2 Hierarchy and Interpretation of Terms

In the event of any inconsistency, ambiguity, or conflict between this Agreement and any supplementary document, policy, or service-specific terms issued by the Company, the following order of precedence shall apply:

1. This General Service Agreement;
2. Any service-specific terms or conditions;
3. Platform rules, disclosures, or operational guidelines;
4. Promotional terms and marketing materials.

Supplementary provisions shall prevail only to the extent necessary to resolve the inconsistency and shall not otherwise invalidate the remaining provisions of this Agreement.

10.3 Client Duty to Remain Informed

The Client acknowledges and agrees that it is their sole responsibility to remain informed of any updates, amendments, or changes to:

- ☐ This Agreement;
- ☐ The Company's policies and procedures;



- ❑ Platform functionalities and system requirements;
- ❑ Regulatory notices and disclosures.

The Client is expected to regularly review the Company's official website and communication channels. Continued use of the services shall constitute acceptance of any such updates.

10.4 Acknowledgment of Policies and Disclosures

By accessing or using the Company's services, the Client confirms that they have reviewed, understood, and accepted all applicable policies, disclosures, and legal notices referenced within this Agreement.

These include, but are not limited to:

- ❑ Risk Assumption and Disclosure Statement
- ❑ Information Privacy and Data Protection Policy
- ❑ AML and CTF Compliance Policy
- ❑ Order Handling And Execution Policy

Such documents form an integral and binding part of this Agreement.

10.5 Severability of Provisions

If any provision of this Agreement is determined to be invalid, unlawful, or unenforceable by a competent authority, such provision shall be deemed severed from the Agreement without affecting the validity and enforceability of the remaining provisions.

The Parties agree that any invalid provision shall be replaced with a valid provision that most closely reflects the original intent.

10.6 Waiver of Rights

The failure or delay of the Company in exercising any right, power, or remedy under this Agreement shall not constitute a waiver of such right.

Any waiver must be made explicitly in writing and shall apply only to the specific circumstance for which it is granted.



10.7 Assignment by the Client

The Client shall not assign, transfer, delegate, or otherwise dispose of any of their rights or obligations under this Agreement without the prior written consent of the Company.

Any attempted assignment in violation of this clause shall be deemed null and void.

10.8 Survival of Obligations

All provisions of this Agreement which, by their nature, are intended to survive termination—including but not limited to liability limitations, indemnities, dispute resolution, and compliance obligations—shall remain in full force and effect following termination of the Client’s account or relationship with the Company.

10.9 No Partnership or Agency Relationship

Nothing in this Agreement shall be construed as creating any partnership, joint venture, agency, or fiduciary relationship between the Company and the Client.

The Client acts solely as an independent party and not as a representative of the Company.

11. PAYMENT TRANSACTIONS AND FUND MANAGEMENT

11.1 ACCOUNT FUNDING AND DEPOSITS

11.1.1 Accepted Funding Methods

The Company permits Clients to fund their trading accounts through approved payment methods made available on its official platform.

All deposits must be executed exclusively for the purpose of participating in trading activities. Any attempt to utilize the Company’s financial infrastructure for unrelated, unauthorized, or unlawful purposes is strictly prohibited and may result in immediate enforcement action.

11.1.2 Alternative Funding Arrangements

Where a selected payment method is unavailable or restricted, the Company may, at its discretion, offer alternative funding mechanisms.



The Company retains full authority to accept, decline, or reverse any transaction, particularly those originating from cross-border or high-risk jurisdictions.

11.1.3 Third-Party Payment Limitations

Payment Service Providers (PSPs) may impose independent limitations on transaction frequency, volume, or value.

The Client agrees to comply with all such restrictions and acknowledges that these limits may be modified without prior notice by the respective PSP or the Company.

11.1.4 Transaction Authentication and Recording

All deposit activities are subject to internal authentication, monitoring, and recording protocols.

The Company reserves the right to reject or delay any transaction that fails to meet its operational, technical, or compliance standards.

11.1.5 Authorization of Transactions

The Client represents and warrants that all financial transactions initiated within their account are conducted with their full knowledge, authorization, and consent.

The Company shall not be liable for unauthorized transactions arising from compromised credentials or Client negligence.

11.1.6 Currency Conversion

Where deposits are made in a currency different from the account's base currency, automatic conversion shall be applied using prevailing market rates provided by external liquidity or payment partners.

The Client accepts that such rates may fluctuate and that discrepancies between expected and actual conversion values shall not constitute grounds for dispute.



11.1.7 Transaction Records and Ownership

All transaction records, logs, and system-generated data shall remain the property of the Company.

Such records may be disclosed to the Client upon request, subject to verification and internal compliance procedures.

11.1.8 Cooperation with Financial Institutions

The Company may collaborate with banking institutions, PSPs, and regulatory bodies to facilitate transactions and ensure compliance.

The Client consents to the limited sharing of relevant information for legitimate operational and regulatory purposes.

11.1.9 Source of Funds Declaration

The Client affirms that all funds deposited originate from lawful sources and are not derived from criminal, fraudulent, or prohibited activities.

Where suspicion arises, the Company reserves the right to suspend transactions, freeze funds, and initiate reporting to competent authorities.

11.1.10 Processing Timeframes

While the Company endeavors to process deposits promptly, actual crediting timelines may vary depending on third-party processing systems.

Deposits may take between one (1) to five (5) business days or longer under exceptional circumstances.

11.1.11 Deposit Limits and Controls

Deposit thresholds may be imposed based on account classification, verification level, risk assessment, or payment channel.

Such limits may be adjusted at the Company's discretion without prior notice.



11.1.12 Third-Party Deposits

Deposits originating from third parties are generally prohibited unless explicitly authorized.

Where permitted, such transactions require submission of legally valid documentation, including but not limited to notarized authorization and identity verification.

11.1.13 Fees and Charges

All external transaction costs, including bank charges, intermediary fees, and PSP costs, shall be borne exclusively by the Client.

11.1.14 Compliance Verification

The Company reserves the right to request additional documentation at any stage to verify the origin and legitimacy of funds.

Failure to provide satisfactory documentation may result in transaction delays, rejection, or account suspension.

11.1.15 AML Monitoring and Enforcement

All funding activities are subject to ongoing AML monitoring.

The Company may suspend, freeze, or investigate any transaction suspected of violating regulatory standards.

11.1.16 Chargebacks and Payment Disputes

Any attempt to initiate a chargeback, payment reversal, or dispute without valid justification shall constitute a material breach of this Agreement.

In such cases, the Company reserves the right to:

- ☐ Immediately suspend or terminate the Client's account;
- ☐ Reverse any associated transactions or profits;
- ☐ Recover all incurred costs, including administrative and legal fees;

- ☒ Report the incident to relevant financial or regulatory authorities.

11.2 WITHDRAWALS AND FUND DISBURSEMENT

11.2.1 Withdrawal Eligibility

Clients may request withdrawals through approved methods, subject to full account verification and compliance with all applicable policies.

11.2.2 Grounds for Refusal or Delay

The Company may refuse, delay, or restrict withdrawal requests under circumstances including, but not limited to:

- ☒ Suspicion of fraudulent or abusive activity;
- ☒ Insufficient available balance or margin;
- ☒ Incomplete or outdated verification records;
- ☒ Ongoing investigations or disputes;
- ☒ Dormant or inactive account status;
- ☒ Open trading positions affecting available funds.

11.2.3 Verification Requirements

The Client must provide all necessary documentation to confirm identity, ownership of funds, and legitimacy of withdrawal requests.

Additional verification may be required at any time.

11.2.4 Processing Timeframes

Withdrawal requests are typically processed within two (2) to seven (7) business days.

However, actual timelines may vary depending on banking institutions, PSPs, and external systems.



11.2.5 Return to Source Principle

Where possible, withdrawals shall be processed back to the original funding method.

Alternative methods may be approved only under exceptional circumstances.

11.2.6 Trading and Balance Conditions

Withdrawal requests may be declined if they compromise account stability, including cases where open positions or insufficient margin exist.

11.2.7 Bonus Adjustments

Any bonus or credit allocation may be adjusted proportionally upon withdrawal, in accordance with applicable promotional terms.

11.2.8 Minimum Withdrawal Thresholds

Minimum withdrawal amounts may apply depending on the payment method.

The Company reserves the right to revise such thresholds at any time.

11.2.9 Third-Party Delays Disclaimer

The Company shall not be responsible for delays, errors, or fees caused by third-party financial institutions or payment providers.

11.2.10 Erroneous Transactions

In the event that funds are credited or processed in error, the Client is obligated to notify the Company immediately.

The Company reserves the right to reverse such transactions and recover funds without prior notice.



11.3 REFUNDS, REVERSALS, AND ADJUSTMENTS

11.3.1 Eligibility for Refund Requests

The Company may, at its sole and absolute discretion, consider refund requests submitted within a limited timeframe from the date of the initial deposit or account activation.

All refund requests must be formally submitted through the Company's official communication channels and are subject to verification, compliance review, and internal approval processes.

The Company does not guarantee that any refund request will be approved, and each case shall be assessed individually based on the specific circumstances presented.

11.3.2 Conditions for Refund Approval

Refunds may only be considered under the following conditions:

- ☐ The request is made within the allowable timeframe defined by the Company;
- ☐ The account has not engaged in significant trading activity;
- ☐ The funds remain substantially unused or unaffected by market exposure;
- ☐ The Client has complied fully with all verification and compliance requirements.

The Company reserves the right to partially approve, fully approve, or reject any refund request based on its findings.

11.3.3 Non-Refundable Circumstances

Refunds shall not be granted under any of the following circumstances:

- ☐ Losses resulting from trading activities or market fluctuations;
- ☐ Funds that have been utilized, invested, or otherwise exposed to trading risk;
- ☐ Accounts found to be in violation of this Agreement or engaged in abusive practices;
- ☐ Expiration of the allowable refund request period;
- ☐ Transactions involving bonuses, promotional credits, or incentive-based funds.



11.3.4 Refund Processing Method

Approved refunds shall, wherever possible, be processed back to the original payment method used for the deposit.

Where such method is unavailable, restricted, or impractical, the Company may determine an alternative refund method, subject to additional verification and approval.

11.3.5 Processing Time and External Dependencies

Refund processing times may vary depending on internal review procedures, payment providers, and financial institutions.

The Company shall not be responsible for delays caused by third-party processors, banks, or external systems.

11.3.6 Adjustments and Reversals by the Company

The Company reserves the right to make account adjustments, including debits, credits, or reversals, in cases involving:

- ☐ Technical errors or system malfunctions;
- ☐ Incorrect transaction processing;
- ☐ Misallocation of funds or bonuses;
- ☐ Identified misuse, abuse, or violation of this Agreement.

Such adjustments may be executed without prior notice where necessary to preserve system integrity.

11.3.7 Fraudulent Refund Claims

Any attempt by the Client to obtain a refund through fraudulent means, including false claims, misrepresentation, or abuse of payment systems, shall constitute a material breach of this Agreement.

The Company reserves the right to:

- ☐ Reject the refund request;
- ☐ Suspend or terminate the Client's account;



- ☐ Recover any financial losses incurred;
- ☐ Initiate legal or regulatory action where appropriate.

11.4 FEES, COMMISSIONS, AND FINANCIAL OBLIGATIONS

11.4.1 Scope of Applicable Charges

The Client acknowledges and agrees that the use of the Company's services may be subject to various fees, charges, and costs, including but not limited to:

- ☐ Trading spreads and commissions;
- ☐ Overnight financing or rollover charges;
- ☐ Deposit and withdrawal processing fees;
- ☐ Currency conversion costs;
- ☐ Administrative and service-related fees.

Such charges may vary depending on account type, market conditions, and service usage.

11.4.2 Dynamic Fee Structure

The Company reserves the right to revise, adjust, or restructure its fee schedule at any time in response to market volatility, liquidity conditions, operational costs, or regulatory requirements.

Where applicable, such changes may be communicated in advance; however, immediate implementation may occur where necessary.

11.4.3 Inactivity and Maintenance Fees

Accounts that remain inactive for a specified duration may be subject to recurring maintenance or inactivity fees.

The Company reserves the right to deduct such fees periodically until account activity resumes or the account is closed.



11.4.4 Performance-Related Charges

Where applicable, the Company may impose performance-based fees, service charges, or interest-related adjustments linked to account activity, trading volume, or service utilization.

Such charges shall be calculated in accordance with the Company's internal policies and may vary over time.

11.4.5 Automatic Fee Deduction Authorization

The Client expressly authorizes the Company to deduct any applicable fees, charges, or outstanding obligations directly from the Client's account balance without prior notice.

Such deductions may occur at any time the obligation becomes due.

11.4.6 Outstanding Balance and Debt Recovery

In the event that the Client's account reflects a negative balance or outstanding obligation, the Client agrees to promptly settle such amounts.

The Company reserves the right to:

- ② Offset outstanding balances against available funds;
- ② Restrict account access;
- ② Initiate recovery procedures, including legal action or third-party collection services.

11.4.7 Pre-Termination Settlement Requirement

Prior to requesting account closure or termination, the Client must ensure that all fees, charges, and financial obligations have been fully settled.

Failure to do so may result in delayed closure or continued accrual of applicable fees.

11.4.8 Tax Responsibility Disclaimer

The Client is solely responsible for determining and fulfilling any tax obligations arising from their use of the Company's services, including profits, transactions, or financial gains.



The Company does not provide tax advice and shall not be responsible for any tax liabilities incurred by the Client.

11.4.9 Hidden Costs and Third-Party Fees Disclaimer

The Client acknowledges that additional costs may be imposed by third-party providers, including banks, PSPs, or financial institutions.

Such costs are outside the Company's control and shall be borne entirely by the Client.

12.1 PLATFORM ACCESS AND SYSTEM USAGE

12.1.1 Grant of Limited Access Rights

Subject to full compliance with this Agreement, the Company grants the Client a limited, revocable, non-exclusive, and non-transferable right to access and utilize its proprietary trading systems strictly for personal trading purposes.

Such access is restricted to executing transactions, monitoring account activity, and utilizing authorized analytical and support tools provided by the Company.

12.1.2 Account Credentials and Security Obligations

Following successful registration, the Client shall be issued confidential login credentials.

The Client bears sole responsibility for safeguarding such credentials and shall be fully accountable for all actions executed through their account, regardless of whether such actions were authorized.

12.1.3 Access Restrictions and Enforcement Rights

The Company reserves the right, at its sole discretion and without prior notice, to suspend, restrict, or permanently revoke access to its platform where it reasonably suspects:

- ☐ Breach of this Agreement;
- ☐ Unauthorized use or access;
- ☐ Security threats or system abuse;
- ☐ Regulatory or compliance concerns.



12.1.4 Intellectual Property Protection

All platform components—including software, infrastructure, design elements, databases, algorithms, and proprietary systems—remain the exclusive property of the Company.

The Client shall not reproduce, distribute, modify, reverse-engineer, or commercially exploit any aspect of the platform without prior written authorization.

12.1.5 Prohibited Technical Interference

The Client is strictly prohibited from engaging in any activity that may compromise the integrity, security, or functionality of the platform.

This includes, but is not limited to:

- ☒ Unauthorized system access or intrusion attempts;
- ☒ Reverse engineering or decompilation;
- ☒ Deployment of malicious software or scripts;
- ☒ Excessive system requests designed to disrupt operations.

Violations may result in immediate termination and legal action.

12.1.6 Client-Side Technical Responsibility

The Client is solely responsible for ensuring that their devices, software, and internet connectivity meet the necessary requirements for accessing the platform.

The Company shall not be liable for performance issues arising from Client-side limitations.

12.1.7 Automated Trading and Third-Party Tools

The use of automated trading systems, bots, algorithms, or third-party software is strictly prohibited unless explicitly authorized by the Company in writing.

Unauthorized use may result in account suspension, trade cancellation, and forfeiture of profits.



12.1.8 System Availability and Downtime

While the Company endeavors to maintain continuous platform availability, it does not guarantee uninterrupted or error-free operation.

Downtime may occur due to maintenance, system upgrades, or external disruptions.

12.1.9 No Liability for Technical Disruptions

The Company shall not be liable for any losses arising from:

- ☐ System outages or delays;
- ☐ Execution failures;
- ☐ Connectivity issues;
- ☐ Third-party service interruptions.

All associated risks are assumed by the Client.

12.1.10 Security and Unauthorized Access Prevention

Any attempt to access unauthorized areas of the platform, other user accounts, or Company systems shall be treated as a serious breach and may result in immediate termination and legal proceedings.

12.1.11 Monitoring and Surveillance

The Company reserves the right to monitor all platform activity to ensure compliance with this Agreement and applicable regulations.

Suspicious patterns may trigger investigation, account restriction, or enforcement actions.

12.1.12 Platform Modifications and Updates

The Company may update, modify, or enhance its platform, trading conditions, or system features at any time.



Continued use of the platform shall constitute acceptance of such changes.

12.1.13 Compliance with Applicable Laws

The Client is solely responsible for ensuring that their use of the platform complies with all applicable laws and regulations within their jurisdiction.

12.1.14 Maintenance and Service Interruptions

The Company reserves the right to temporarily restrict access during maintenance, upgrades, or technical interventions without liability for any resulting impact on trading activities.

12.1.15 Performance Disclaimer

The Company does not guarantee that the platform will meet the Client's expectations or operate without delays, latency, or inaccuracies.

12.1.16 Enforcement Measures for Breach

Where a breach of platform usage rules is identified, the Company reserves the right to:

- ❑ Cancel or void affected transactions;
- ❑ Freeze or adjust account balances;
- ❑ Suspend or terminate the account;
- ❑ Initiate legal proceedings if necessary.

12.1.17 Latency and Execution Abuse

The Client shall not exploit system delays, pricing discrepancies, or latency gaps for unfair advantage.

Any such activity, including latency arbitrage or price manipulation, may result in trade reversal and account termination.



12.2 MARKET INFORMATION AND NON-ADVISORY DISCLAIMER

12.2.1 Informational Nature of Content

The Company may provide market data, analysis, signals, forecasts, and educational materials (“*Market Information*”) solely for general informational purposes.

12.2.2 No Reliance or Guarantee

The Company does not guarantee the accuracy, completeness, or reliability of any Market Information.

The Client agrees to rely on such information at their own discretion and risk.

12.2.3 No Investment Advice

All content, materials, communications, and information made available by the Company are provided on a strictly non-personalized basis and are intended solely for general informational and educational purposes.

Such content shall not be construed as financial, investment, legal, tax, or other professional advice, nor shall it be interpreted as a recommendation or solicitation to enter into any transaction.

The Client acknowledges that no reliance should be placed on such content and that independent professional advice should be sought where necessary.

12.2.4 Content Variability

Market Information provided by the Company may be modified, updated, suspended, or withdrawn at any time without prior notice.

The Company does not undertake any obligation to maintain the accuracy, completeness, or availability of such information, nor to inform Clients of any revisions or changes.



12.2.5 Restriction on Redistribution

The Client shall not copy, reproduce, distribute, publish, transmit, or otherwise disseminate any Market Information to third parties without obtaining prior written authorization from the Company.

Any unauthorized use or distribution of such information may constitute a breach of this Agreement and may result in enforcement actions, including account suspension or legal proceedings.

12.2.6 Regulatory Compliance Responsibility

The Client bears full and sole responsibility for ensuring that their access to and use of any Market Information complies with all applicable laws, regulations, and licensing requirements within their jurisdiction.

The Company shall not be held liable for any regulatory violations arising from the Client's use or interpretation of such information.

12.2.7 No Fiduciary Relationship

The Client acknowledges and agrees that the Company does not act as a financial advisor, fiduciary, or agent in relation to the Client's trading activities.

No relationship of trust, confidence, or advisory duty is created through the provision of Market Information or any interaction with the Company.

The Client remains solely responsible for all decisions made in connection with their account.

12.3 ORDER EXECUTION AND TRADING CONDITIONS

12.3.1 Execution at Market Price

All orders submitted by the Client shall be executed at the best available price obtainable at the time of execution, taking into account prevailing market conditions and liquidity.

The Client acknowledges that due to volatility, latency, or order processing delays, the executed price may differ from the price displayed at the time of order placement ("*slippage*"), and such differences are inherent to market trading.



12.3.2 Role of the Company in Transactions

The Company may, depending on the nature of the transaction, act as the counterparty to the Client's trades.

All executed transactions are final, binding, and non-transferable, and may not be reassigned, reversed, or transferred between accounts or Clients except where required by applicable law.

12.3.3 Variable Trading Conditions

The Company reserves the right to adjust trading parameters at any time, including but not limited to spreads, commissions, leverage ratios, margin requirements, and execution conditions.

Such adjustments may be implemented in response to market volatility, liquidity constraints, risk exposure, or regulatory obligations, and may occur with or without prior notice.

12.3.4 Order Accuracy Responsibility

The Client is solely responsible for ensuring that all order instructions submitted through the platform are accurate, complete, and intended.

The Company shall not be liable for any losses, errors, or consequences arising from incorrect, duplicate, or unintended order submissions.

12.3.5 Market Disruptions and Force Majeure

In circumstances involving extreme market volatility, technical failures, system outages, or events beyond the Company's reasonable control, the Company may delay, reject, or suspend order execution.

Such actions shall not give rise to any liability, and the Client accepts all associated risks.

12.3.6 Irrevocability of Executed Orders

Once an order has been executed, it shall be deemed final and irrevocable.



The Client shall not have the right to amend, cancel, or reverse such orders, except where required under applicable legal or regulatory provisions.

12.3.7 Risk Acknowledgment

The Client acknowledges that trading in financial markets involves a high degree of risk and may result in significant or total loss of capital.

All trading decisions are made independently by the Client, and the Company shall not be responsible for any financial outcomes arising from such decisions.

12.3.8 Automatic Position Closure

Positions may be automatically closed by the Company's system in circumstances including, but not limited to, insufficient margin, breach of risk thresholds, or expiry conditions.

Such closures may occur without prior notice and at prevailing market prices.

12.3.9 Suspicious Trading Activity

The Company reserves the right to monitor and investigate any trading activity deemed irregular, suspicious, or inconsistent with normal market behavior.

Where necessary, the Company may impose restrictions, suspend accounts, withhold funds, or report such activity to relevant authorities.

12.3.10 Trading Restrictions

The Company may impose limitations on trading activities, including restrictions on order size, frequency, or access to specific instruments, in order to maintain fair trading conditions and manage operational risk.

Such restrictions may be applied at any time without prior notice.

12.3.11 Prohibited Trading Practices

The Client shall not engage in any trading practices deemed abusive, manipulative, or exploitative, including but not limited to unauthorized scalping, arbitrage exploitation, or market manipulation strategies.



Any gains derived from such activities may be voided, and the account may be subject to suspension or termination.

12.3.12 Risk Management Interventions

The Company reserves the right to intervene in trading activity where necessary to manage risk exposure, including the partial or full closure of open positions.

Such interventions may be executed without prior notice to protect both the Client and the Company.

12.3.13 External Execution Factors

Execution delays, pricing discrepancies, or order failures resulting from factors outside the Company's control—including internet latency, connectivity issues, or third-party service disruptions—shall not give rise to liability on the part of the Company.

12.3.14 Market Access Limitations

The Company reserves the right to restrict or suspend access to certain financial instruments, markets, or trading functionalities based on regulatory requirements, liquidity conditions, or internal risk management policies.

Such limitations may be imposed without prior notice and at the Company's sole discretion.

13. DATA MANAGEMENT, CLIENT INFORMATION, AND DOCUMENTATION

13.1 CLIENT INFORMATION AND DOCUMENTATION REQUIREMENTS

13.1.1 Definition and Scope of Client Data

For the purposes of this Agreement, "Client Information" shall refer to all data, records, and documentation provided or generated in connection with the Client's relationship with the Company.

This includes, without limitation:

- ☐ Personal identification details;



- ☐ Contact information and address records;
- ☐ Financial background and source of funds;
- ☐ Account activity and transaction history;
- ☐ Verification documents and compliance records.

Such information is collected and processed to ensure regulatory compliance, operational functionality, fraud prevention, and secure access to the Company's services.

13.1.2 Accuracy and Ongoing Disclosure Obligations

The Client is required to provide complete, accurate, and up-to-date information at all times, both during the onboarding process and throughout the duration of the relationship.

The Client shall promptly notify the Company of any changes to their personal, financial, or identification details.

Failure to maintain accurate records may result in account restrictions, suspension, or termination.

13.1.3 Verification and KYC Requirements

Prior to activation of services, and at any time thereafter, the Client may be required to submit documentation in accordance with the Company's Know Your Customer (KYC) procedures.

Such documentation may include, but is not limited to:

- ☐ Valid government-issued identification;
- ☐ Proof of residential address;
- ☐ Documentation verifying the origin of funds;
- ☐ Any additional documentation required for compliance purposes.

13.1.4 Third-Party Verification and Compliance Checks



The Company reserves the right to verify Client Information through independent third-party service providers, including identity verification agencies, financial institutions, and compliance databases.

Submission of false, misleading, expired, or incomplete documentation shall constitute a material breach of this Agreement and may result in immediate enforcement action.

13.1.5 Additional Documentation Requirements

Depending on jurisdiction, payment method, transaction activity, or risk classification, the Company may request supplementary documentation at any time.

The Client agrees to comply promptly with such requests to maintain uninterrupted access to services.

13.1.6 Data Sharing with Financial and Service Partners

The Client acknowledges and consents to the sharing of relevant information with affiliated entities, banking partners, and Payment Service Providers (PSPs) where necessary for:

- ☐ Transaction processing;
- ☐ Identity verification;
- ☐ Regulatory compliance;
- ☐ Fraud prevention.

Such disclosures shall be limited to legitimate operational purposes.

13.1.7 Data Security and Client Responsibility

While the Company implements reasonable security measures to protect Client Information, the Client remains solely responsible for safeguarding access credentials, devices, and communication channels.

The Company shall not be liable for unauthorized access resulting from Client negligence or failure to maintain security.

13.1.8 Authorization to Collect and Process Data



By registering with the Company or utilizing its services, the Client expressly authorizes the collection, storage, processing, and use of their information for lawful business, regulatory, and operational purposes.

13.1.9 Document Validity and Rejection Rights

The Company reserves the right to reject any documentation that is unclear, expired, altered, or inconsistent with provided information.

The Client must rectify such deficiencies within the timeframe specified by the Company.

13.1.10 Communication Access Issues

In the event that the Client loses access to their registered email or communication channel, they must notify the Company immediately in writing.

Failure to do so may result in delays or inability to process account-related requests.

13.1.11 Recording and Monitoring of Communications

All communications between the Client and the Company, including emails, telephone conversations, and support interactions, may be recorded and retained.

Such recordings may be used for quality assurance, compliance monitoring, dispute resolution, and legal purposes.

13.1.12 Ownership and Retention of Records

All communication records, account data, and system-generated information shall remain the property of the Company and may be retained in accordance with applicable legal and regulatory requirements.

13.1.13 Use of Data as Legal Evidence

The Client acknowledges that all communications, records, and submitted documentation may be used as admissible evidence in legal, regulatory, or dispute resolution proceedings.

13.1.14 Access Restrictions to Internal Records



The Client shall not have automatic access to the Company's internal records, systems, or communication logs, except where disclosure is required by law or explicitly authorized by the Company.

13.1.15 Data Sharing Within Corporate Structure

The Company may share Client Information with its affiliates, subsidiaries, and service providers for legitimate business and compliance purposes.

13.1.16 Prohibition on Unauthorized Recording

The Client shall not record, reproduce, or distribute communications with the Company without prior written consent.

Unauthorized disclosure may result in enforcement action.

13.1.17 Account Integrity and Misrepresentation

The Company reserves the right to reject, suspend, or terminate any account where provided information is determined to be false, misleading, or incomplete.

13.1.18 Ongoing Data Review Obligation

The Client is responsible for periodically reviewing and updating their account information to ensure continued compliance with regulatory and operational requirements.

13.1.19 Data Retention Periods

The Company may retain Client Information for a period deemed necessary to fulfill legal, regulatory, and operational obligations, even after termination of the Client relationship.

13.1.20 Data Breach Notification Limitation

While the Company implements security safeguards, the Client acknowledges that no system is entirely immune from risk.



The Company shall not be held liable for breaches beyond its reasonable control but will take appropriate action in accordance with applicable laws.

13.2 ELECTRONIC CONSENT AND DIGITAL EXECUTION

13.2.1 Recognition of Electronic Agreement

The Client acknowledges that acceptance of this Agreement and related documents through electronic means constitutes a legally binding agreement equivalent to a physical signature.

13.2.2 Authorization of Electronic Transactions

By accessing the platform, submitting forms, or executing transactions electronically, the Client authorizes the use of electronic signatures for all contractual and operational purposes.

13.2.3 Electronic Delivery of Communications

All notices, disclosures, and updates may be delivered electronically via the Client's registered contact details.

Such delivery shall be deemed legally effective upon transmission.

13.2.4 Responsibility for Contact Information

The Client is responsible for maintaining accurate contact details and ensuring accessibility to receive communications.

Failure to do so shall not invalidate any notices sent by the Company.

13.2.5 Authorization of Instructions

All instructions submitted electronically, including via platform or email, shall be deemed authorized and binding upon the Client.

13.2.6 Security Responsibility



The Client is solely responsible for securing devices, credentials, and access points used for electronic interaction with the Company.

13.2.7 Modification or Withdrawal of Consent

Requests to modify or withdraw electronic consent must be submitted in writing.

Such requests shall not affect previously executed transactions.

13.2.8 Legal Admissibility of Electronic Records

All electronically generated records, agreements, and communications shall be admissible as evidence in legal proceedings.

13.2.9 Technical Risk Acknowledgment

The Client acknowledges the risks associated with electronic communication, including delays, system failures, and transmission errors, and accepts responsibility for such risks.

13.2.10 System Integrity Disclaimer

The Company shall not be liable for losses arising from technical failures, system errors, or electronic transmission issues beyond its control.

14. ACCOUNT ACCESS, USAGE, AND AUTHORIZATION CONTROLS

14.1 PLATFORM ACCESS AND ACCOUNT RESPONSIBILITIES

14.1.1 Scope of Platform Access

Access to the Company's trading platform is granted solely for lawful and legitimate use in connection with financial trading activities permitted under this Agreement.



Such access is personal to the Client and may not be used for any unauthorized, unlawful, or abusive purpose.

14.1.2 Issuance of Access Credentials

Upon successful activation of a trading account, the Client shall be provided with unique login credentials enabling access to the platform.

These credentials serve as the primary mechanism for account authentication and transaction authorization.

14.1.3 Duty of Credential Protection

The Client is under a continuous obligation to maintain the confidentiality and security of all access credentials, including usernames, passwords, and associated email accounts.

Reasonable measures must be taken to prevent unauthorized disclosure or misuse.

14.1.4 Responsibility for Account Activity

All actions performed through the Client's account shall be deemed authorized and attributable to the Client, regardless of whether such actions were carried out by the Client or a third party.

This includes any activity resulting from negligence, improper safeguarding of credentials, or voluntary disclosure.

14.1.5 Limitation of Company Liability for Unauthorized Access

The Company shall not be held liable for any losses, damages, or unauthorized transactions arising from the Client's failure to secure account credentials or maintain proper access controls.

14.1.6 Obligation to Report Security Incidents



The Client must notify the Company immediately upon becoming aware of any unauthorized access, suspected compromise, or security breach affecting their account.

Failure to provide timely notification may result in increased liability borne by the Client.

14.1.7 Monitoring and Surveillance of Account Activity

The Company reserves the right to monitor account usage, transaction patterns, and system interactions for the purposes of compliance, fraud prevention, and operational integrity.

Such monitoring may be conducted continuously and without prior notice.

14.1.8 Enforcement and Access Restriction Rights

Where the Company identifies potential breaches, irregular activity, or regulatory concerns, it may, at its sole discretion, impose restrictions including:

- ❑ Temporary suspension of account access;
- ❑ Limitation of trading functionality;
- ❑ Permanent account termination.

14.1.9 Accuracy of Account Information

The Client is required to ensure that all account-related information remains accurate, complete, and up to date.

Accounts associated with false, misleading, or incomplete information may be restricted or deactivated.

14.1.10 Platform Modifications and Access Changes

The Company may introduce changes to platform features, access conditions, or system functionality at any time without prior notice.

Continued use of the platform shall constitute acceptance of such changes.



14.1.11 Multiple Account Management

Where a Client maintains multiple accounts, each account shall be treated independently.

Actions, liabilities, or outcomes associated with one account shall not automatically extend to other accounts unless otherwise determined by the Company.

14.1.12 Communication Channel Integrity

The Client must maintain access to their registered communication channels, including email.

Loss of access must be reported promptly to ensure uninterrupted communication and account management.

14.1.13 Periodic Compliance Reviews

The Company may conduct periodic reviews of account activity, including transaction audits, behavioral analysis, and document verification, to ensure compliance with internal policies and regulatory standards.

14.1.14 Account Misuse and Abuse Prevention

The Client shall not use the account in a manner that may be deemed abusive, manipulative, or inconsistent with normal trading practices.

The Company reserves the right to investigate and take corrective action where misuse is identified.

14.2 THIRD-PARTY ACCESS AND DELEGATED AUTHORITY

14.2.1 Requirement for Prior Authorization

No third party shall be permitted to access or operate the Client's account without the prior written consent of the Company.

All such requests are subject to approval at the Company's sole discretion.

14.2.2 Client Responsibility for Third-Party Selection



The Client assumes full responsibility for selecting, authorizing, and supervising any third party granted access to their account.

The Company does not endorse, verify, or assume responsibility for any third-party service providers.

14.2.3 Liability for Delegated Actions

All actions undertaken by an authorized third party shall be deemed actions of the Client.

The Client shall bear full legal and financial liability for any consequences arising from such actions.

14.2.4 Formal Authorization Requirements

Delegation of account access shall require formal documentation, including written authorization agreements and compliance with Company verification procedures.

14.2.5 Family and Related Party Access

Requests to grant access to family members or related individuals shall be subject to the same approval and verification requirements as any third party.

Approval is not guaranteed and remains at the Company's discretion.

14.2.6 Revocation and Suspension of Third-Party Access

The Company reserves the right to revoke or restrict third-party access at any time without prior notice where deemed necessary for security, compliance, or operational reasons.

14.2.7 Indemnification for Third-Party Conduct

The Client agrees to indemnify and hold the Company harmless from any claims, losses, or liabilities arising from actions undertaken by authorized third parties.

14.2.8 Notification of Changes to Authorization



Any modification, revocation, or change in third-party access must be communicated to the Company in writing.

Such changes shall only take effect upon confirmation by the Company.

14.2.9 Due Diligence on Third Parties

The Company may, at its discretion, request additional documentation or conduct due diligence checks on any third party seeking account access.

14.2.10 Third-Party Risk Disclaimer

The Company shall not be responsible for any losses, misconduct, or negligence arising from third-party involvement in account management.

14.3 INACTIVE AND NON-OPERATIONAL ACCOUNTS

14.3.1 Classification of Inactivity

An account shall be classified as “Inactive” where no login, trading activity, or financial transaction has occurred for a continuous period as determined by the Company.

Where such inactivity persists beyond an extended period, the account may be reclassified as “*Non-Operational*” in accordance with the Company’s internal policies.

14.3.2 Inactivity and Maintenance Fees

Inactive and Non-Operational accounts may be subject to recurring maintenance, administrative, or inactivity fees as outlined in the Company’s applicable fee schedule.

Such fees may differ depending on account classification, duration of inactivity, and account balance.



14.3.3 Continued Accrual of Charges

All applicable fees shall continue to accrue on Inactive or Non-Operational accounts until such time as the account is reactivated, closed, or the available balance is exhausted.

14.3.4 Account Restrictions During Inactivity

The Company reserves the right to impose restrictions on accounts classified as Inactive or Non-Operational, including but not limited to:

- ❑ Suspension of trading activities;
- ❑ Limitation or restriction of withdrawals;
- ❑ Temporary or permanent restriction of platform access.

14.3.5 Reactivation Requirements

Reactivation of an Inactive or Non-Operational account shall be subject to successful completion of updated verification procedures, including submission of current KYC documentation.

Any fees previously applied shall remain non-refundable.

14.3.6 Client Responsibility for Monitoring

The Client is solely responsible for monitoring account activity and maintaining engagement with the account.

The Company shall not be liable for any losses, fees, or consequences resulting from inactivity or account status classification.

14.3.7 Administrative and Regulatory Actions

The Company may undertake additional administrative or regulatory measures in relation to Inactive or Non-Operational accounts, including but not limited to:

- ❑ Data archiving or system adjustments;
- ❑ Compliance reporting obligations;
- ❑ Internal account reclassification procedures.

14.3.8 Account Closure and Termination Rights

The Company reserves the right to close or terminate any account that remains Inactive or Non-Operational for an extended period, particularly where:

- ☐ The account balance is minimal or depleted;
- ☐ The Client cannot be contacted through registered communication channels;
- ☐ Continued maintenance of the account is no longer operationally viable.

Such closure may be effected without prior notice, subject to applicable laws.

14.3.9 Treatment of Abandoned Accounts

Where an account is deemed abandoned under applicable laws or regulatory standards, the Company may take appropriate action, including:

- ☐ Reporting to relevant authorities;
- ☐ Transfer or remittance of funds in accordance with legal requirements;
- ☐ Forfeiture or reclassification of balances

15. DEFAULT EVENTS, ENFORCEMENT, AND TERMINATION

15.1 EVENTS OF DEFAULT

15.1.1 Financial and Contractual Breach

A default shall be deemed to have occurred where the Client fails to fulfill any financial or contractual obligation under this Agreement.

This includes, without limitation:

- ☐ Failure to pay applicable fees or charges when due;
- ☐ Breach of margin or collateral requirements;
- ☐ Engagement in prohibited or restricted activities.



15.1.2 Insolvency and Legal Incapacity

The Client shall be considered in default upon the occurrence of insolvency, bankruptcy, legal incapacity, or death.

In such circumstances, the Company may, subject to applicable law, recognize a duly authorized legal representative or successor for the purpose of account administration.

15.1.3 Non-Compliance with Regulatory Requirements

Failure to comply with KYC, AML, or any regulatory obligation within a reasonable timeframe shall constitute a default event.

The Company may suspend or terminate services until full compliance is achieved.

15.1.4 Fraudulent or Manipulative Conduct

Any act involving fraud, intentional misrepresentation, collusion, or market manipulation shall be treated as a material default.

The Company reserves the right to terminate the account, reverse transactions, and report such conduct to relevant authorities.

15.1.5 Exceptional and Force Majeure Events

Events beyond the reasonable control of either Party—including but not limited to natural disasters, geopolitical instability, pandemics, or systemic disruptions—may affect the performance of obligations.

Such events may trigger protective measures, including suspension of services, without constituting liability.

15.1.6 Operational or Systemic Disruptions

Significant disruptions affecting the Company's systems, infrastructure, or regulatory standing may necessitate immediate action, including restriction of services or liquidation of positions to mitigate risk.



15.1.7 Enforcement Following Default

Upon the occurrence of a default event, the Company may take any action it deems necessary, including:

- ☐ Immediate liquidation of open positions;
- ☐ Suspension or termination of account access;
- ☐ Initiation of recovery or enforcement proceedings.

15.1.8 Regulatory or Governmental Intervention

Any investigation, inquiry, or action by a regulatory or governmental authority involving the Client may constitute grounds for default.

The Company may restrict or terminate services to ensure compliance.

15.1.9 Right of Set-Off

The Company reserves the right to apply any funds held in the Client's account toward the settlement of outstanding obligations, including fees, losses, or penalties, without prior notice.

15.1.10 No Obligation of Prior Notice

The Company shall not be required to provide prior notice before taking action in response to a default event.

15.1.11 Regulatory Risk-Based Actions

The Company may suspend or restrict services where regulatory risks arise, including where continued engagement may expose the Company to legal or compliance liability.

15.1.12 Unauthorized System Usage



Use of unauthorized software, automated tools, or any mechanism designed to exploit or manipulate the platform shall be deemed a default event.

15.1.13 Cross-Default Provision

A default under this Agreement may be deemed to constitute a default across all accounts held by the Client with the Company, regardless of account type or structure.

15.2 SERVICE SUSPENSION AND ACCOUNT TERMINATION

15.2.1 Right to Suspend or Terminate Services

The Company reserves the right to suspend, restrict, or terminate the Client's account at any time where it determines that:

- ❑ A material breach has occurred;
- ❑ Unlawful or suspicious activity is detected;
- ❑ Regulatory compliance cannot be ensured;
- ❑ Continued service presents operational or reputational risk.

15.2.2 Client-Initiated Termination

The Client may terminate this Agreement by submitting a formal written request through their registered communication channel.

Requests submitted from unverified sources may be rejected.

15.2.3 Settlement of Outstanding Obligations

Upon termination, all outstanding liabilities—including fees, charges, trading losses, and penalties—shall become immediately due and payable.

15.2.4 Treatment of Remaining Funds

Following termination, the Company may:



- ☐ Convert balances where necessary;
- ☐ Deduct applicable fees or charges;
- ☐ Cancel promotional credits or bonuses;
- ☐ Return remaining funds to a verified payment method, subject to compliance checks.

15.2.5 Cessation of Platform Access

All access to the platform, including trading functionality and account features, shall cease immediately upon termination.

15.2.6 Termination Due to Inactivity or Non-Responsiveness

The Company may initiate termination procedures where:

- ☐ The account remains inactive for a prolonged period;
- ☐ The Client fails to respond to repeated communication attempts;
- ☐ The account no longer meets operational requirements.

15.2.7 No Compensation for Termination

Termination of services, whether due to default, inactivity, or regulatory necessity, shall not entitle the Client to compensation for any losses or missed opportunities.

15.2.8 Cancellation of Incentives and Benefits

The Company reserves the right to revoke any bonuses, credits, or promotional benefits upon termination, particularly where such incentives were conditional.

15.2.9 Survival of Obligations

Termination of this Agreement shall not affect any rights or obligations that have accrued prior to termination.



The Client remains liable for all actions and obligations incurred during the active period of the Agreement.

15.2.10 Immediate Enforcement Rights

The Company may take immediate action without notice where it determines that the Client is in breach of applicable laws, regulatory obligations, or this Agreement.

15.2.11 Dispute and Chargeback Handling

In the event of disputes, chargebacks, or contested transactions, the Company may suspend account activity and withhold funds until the matter is resolved.

15.2.12 Indemnification Obligation

The Client agrees to indemnify and hold the Company harmless from any losses, claims, damages, or liabilities arising from:

- ☐ Breach of this Agreement;
- ☐ Misrepresentation of information;
- ☐ Unlawful or improper conduct.

15.2.13 Risk-Based Termination Rights

The Company may terminate or restrict services where it reasonably determines that continued engagement with the Client presents financial, legal, reputational, or regulatory risk.

15.2.14 Retention of Records Post-Termination

Following termination, the Company shall retain all relevant Client data, records, and communications for the period required by applicable laws and regulations.

15.2.15 Suspension During Legal Proceedings



Where any dispute, arbitration, or legal proceeding is pending, the Company may suspend account activity and withhold funds until resolution.

15.2.16 Final Account Reconciliation

The Company reserves the right to perform a final reconciliation of the Client's account upon termination, including adjustments for fees, corrections, or disputed transactions prior to final settlement.

16. INTERPRETATION, CONSTRUCTION, AND DEFINITIONS

16.1 Principles of Interpretation

This Agreement shall be interpreted in a manner consistent with its commercial purpose, regulatory context, and the nature of the services provided by the Company.

Unless expressly defined within this Agreement, all terms shall be construed in accordance with their commonly accepted meaning within the financial services and online trading industry.

No provision shall be interpreted in isolation; rather, all clauses shall be read together to give effect to the overall intent of the Agreement.

16.2 Contextual Application of Terms

Words used in the singular shall include the plural and vice versa, and references to any gender shall include all genders.

References to "person" shall include individuals, corporations, partnerships, trusts, governmental bodies, and any other legal or commercial entities, whether incorporated or unincorporated.

16.3 Section Headings and Formatting



Headings, titles, numbering, and formatting structures are included for convenience and organizational clarity only.

They shall not influence, limit, or otherwise affect the interpretation or meaning of any provision within this Agreement.

16.4 Definitions Applied Within Context

Certain terms may be specifically defined within individual sections, clauses, or supplemental documents.

Such definitions shall apply solely within the context in which they are introduced, unless expressly stated to have broader application across the Agreement.

16.5 Hierarchy of Documents and Interpretation

In the event of any inconsistency between:

- ② This Agreement;
- ② Any supplemental policies (*including but not limited to Information Privacy and Data Protection Policy, Risk Assumption and Disclosure Statement, or Order Handling And Execution Policy*);
- ② Platform-specific terms or promotional conditions;

the interpretation that best ensures regulatory compliance, operational integrity, and risk mitigation for the Company shall prevail, unless otherwise required by applicable law.

16.6 Governing Language

This Agreement is drafted and executed in the English language, which shall serve as the authoritative and legally binding version.

Any translated versions are provided solely for convenience and shall not be relied upon for legal interpretation.

16.7 No Presumption Against Drafting Party



This Agreement shall not be interpreted against either Party on the basis that such Party was responsible for drafting or preparing any portion of the document.

16.8 References to Laws and Regulations

Any reference to laws, regulations, directives, or legal frameworks shall include:

- ☐ Amendments, updates, or replacements thereof;
- ☐ Any subordinate legislation or implementing rules;
- ☐ Applicable international standards where relevant.

16.9 Inclusion of Future Policies and Updates

References to policies, procedures, or operational guidelines of the Company shall include any future amendments, replacements, or newly introduced documents, whether or not explicitly listed in this Agreement.

16.10 Electronic and Digital Interpretation

Any reference to “written,” “in writing,” or “communication” shall include electronic forms such as email, platform notifications, and digital submissions, unless otherwise required by law.

16.11 Commercial and Industry Terminology

Where terms are not expressly defined, they shall be interpreted in accordance with standard industry usage within financial markets, trading platforms, and digital financial services.

The Company reserves the right to reasonably interpret such terms in line with prevailing market practices.



16.12 Interpretation of Time and Business Days

References to time, business days, or operational hours shall be interpreted in accordance with the Company's designated system time and operational calendar, unless otherwise specified.

16.13 Severability and Partial Invalidity

If any provision of this Agreement is found to be invalid, unlawful, or unenforceable, such provision shall be deemed severed to the extent necessary, without affecting the validity and enforceability of the remaining provisions.

16.14 Survival of Interpretative Provisions

The provisions of this section shall survive termination of this Agreement and shall continue to apply in the interpretation of any disputes, claims, or obligations arising thereafter.

16.15 Residual Interpretation Authority

In circumstances where ambiguity, uncertainty, or interpretative gaps arise, the Company reserves the right to interpret the relevant provision in a manner that is reasonable, commercially practical, and consistent with the intended purpose of this Agreement, subject to applicable laws and regulations.