Client Services Agreement

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Contents

Definitions

"Account" means a unique record maintained by the Client with the Company created upon the completion of the online Account opening procedure on the Company's Website. Each Client can have only one Account.

"Agreement" means this Client Services Agreement.

"Applicable Regulations" means all applicable laws, orders, circulars, regulations and rules from time to time issued by the FSA, including, for the avoidance of doubt, the Securities Act, 2007 as amended, Anti-Money Laundering and Countering the Financing of Terrorism. Act, 2020 Financial Consumer Protection Act, 2022, or issued in countries where the Company conducts its business and amended from time to time.

"Authorised Third Party-Representative" shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person i.e., the Client or legal entity, but in his/its own name.

"Business (working) day" means are days on which the Company is open for business, i.e. Monday to Friday, excluding official holidays and weekends.

"Company's Website" shall mean **marketsvox.com**, including secure client area at **client.marketsvox.com** .

"CFD Contract" or **"CFD"** shall mean a contract which is a contract for difference by reference to fluctuations in the price of the relevant underlying asset, security or index.

"Client" shall mean the individual person who at least 18 years old and has reached legal age and possesses legal capacity in his jurisdiction of domicile, or a legal entity or firm duly incorporated and existing under the laws of its country of incorporation, being a customer of the Company.

"Company" means MarketsVox (SC) Ltd, incorporated and registered under the laws of Seychelles with Company number 8430368-1 and having its registered address at CT House, Office 9A, Providence, Mahe, Seychelles. The Company is authorized and regulated as a Securities Dealer by the Financial Services Authority under Securities Dealer license number SD142.

"Equity" shall mean the aggregate of (i) the balance on the Trading Account; (ii) credits provided and (iii) unrealized profit or loss on open positions (after deduction of any charges and the application of any Spread on closing of a position).

"Financial Instruments" shall mean CFD Contract on spot Forex, spot precious metals, futures, shares or any other commodities available for trading.

“FSA” means the Financial Services Authority in Seychelles.

“Margin” shall mean the necessary funds so as to open or maintain open positions in a CFD Transaction.

“Margin Level” shall mean (Equity/Margin) * agreed leverage; it determines the conditions of the Client’s Trading Account.

“MTF” means a multilateral system operated by an investment firm or market operator, which brings together multiple third-party buying and selling interests in financial instruments in the system, in accordance with non-discretionary rules, in a way that results in a contract.

“Quote” shall mean the bid and ask prices at which a Financial Instrument can be bought and sold.

“Trading Account” means a unique personalized register maintained by the Client with the Company which contains all operations transacted and information of all completed operations, open positions, non-trading operations and orders. Client can have one or more Trading Accounts.

“Underlying Asset” means property of any description (including a currency or currency pair) or an index or other factor designated in a CFD transaction to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD transaction.

“Services” shall mean the services to be provided by the Company under this the Agreement.

“Spread” means the difference between the lower bid price and higher offer price of a quoted two-way price for a Financial Instrument.

“Swap” means a type of fee charged for transferring the open position overnight, whereby funds can be credited to or debited from the Trading Account depending on the interest rate difference with central banks or other factors.

“Swap Free” is a special status of the Trading Account, which means that on such Trading Account Swaps are not charged for some Financial Instruments, the exact list of which is available on the Company’s Website and shall be updated accordingly.

“Regulated Market” shall mean a Regulated Market (RM) is a multilateral system that is operated or managed by a market operator and that brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments within the system.

“Trading Platform” shall mean any online trading platform made available by the Company under the Agreement.

1. Introduction

1.1 MarketsVox (SC) Ltd is a limited liability company incorporated and registered under the laws of Seychelles with Company number 8430368-1 and having its registered address at CT House, Office 9A, Providence, Mahe, Seychelles. The Company is authorized and regulated as a Securities Dealer by the Financial Services Authority under the Securities Dealer license number SD142 for the provision of the investment services specified in this Client Services Agreement.

1.2 The Client is requested to read the Agreement and make sure they understand the following terms prior accepting the Agreement and use the Company's Services.

1.3 **Scope and Application:** This Agreement governs the relationship between the Client and the Company and is electronically executed. The Client is required to accept these terms provided that it has read and agrees with the terms of the Agreement by checking and/or clicking the respective acceptance checkbox during the online Account opening procedure which is further explained below.

1.4 For the avoidance of any doubt, this Agreement has the same legal effect and confers the same legal rights upon the parties as if it had been signed. The Client hereby acknowledges and agrees that by completing and submitting the account opening, any related documents or forms to the Company, he fully agrees to be abide by and bound by the terms set out in this Agreement.

2. Services

2.1 The Company shall carry on business as dealing in securities, whether acting as principal or agent for the following:

a. To make or offer to make an agreement with another legal person to enter into or offer to enter into an agreement, for or with a view to acquiring, disposing of, subscribing for or underwriting securities or in any way that effects or causes to affect a securities transaction.

b. Without limiting the generality of the above point, to cause any sale or disposition of or other dealing or any solicitation in respect of securities for valuable consideration, whether the terms of payment be on margin, instalment or otherwise or any attempt to do any of the foregoing.

c. To participates as a securities dealer in any transaction in a security occurring upon a securities exchange.

d. To receive as a securities dealer an order to buy or sell a security which is executed.

e. To manage a portfolio of securities for another company on terms under which the first mentioned company may hold property of the other.

2.2 The Services of paragraph 2.1 shall involve transactions in Financial Instruments not admitted to trading in Regulated Markets or an MTF and are over the counter ("OTC") traded instruments such as CFDs or any other financial instruments or commodities.

3. Risk Disclosure & Acknowledgment

3.1 It is important for the Client to understand the risks involved before deciding to enter into a business relationship with the Company. If the Client chooses to enter into a business relationship with the Company, he should remain aware of the risks involved and be able to have adequate financial resources to bear such risks.

3.2 The financial instruments offered by the Company are high-risk products that are traded on margin and carry a risk of losing all Client's initial deposit. These kind of products can fluctuate significantly and present a high risk of capital loss, therefore these products may not be appropriate or suitable for all clients and the Client should seek independent advice should he is not able to understand the risks involved.

3.3 General Risks and Acknowledgements: The Client acknowledges, understands, agrees and accepts the risks including but not limited:

a. The Company does not and cannot guarantee that funds deposited in the Client's Account for trading will not be lost as a result of the Client's transactions.

b. The Client acknowledges that, regardless of any information which may be offered by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.

c. The Client acknowledges that he/she runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument and accepts that he/she is willing to undertake this risk.

d. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said Information refers.

e. The Client is hereby advised that the transactions undertaken through the dealing services of the Company may be of speculative nature.

Large losses may occur in a short period of time and may be equal to the total value of funds deposited with the Company.

f. Some Financial Instruments may not become immediately liquid, for example, as a result of reduced demand and the Client may not be in a position to sell them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks.

g. When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.

h. A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.

i. The Client should not purchase a Financial Instrument unless he/she is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred.

j. Under certain market conditions (for example but not limited to the following situations: force majeure event, technical failure, communications network failure, poor or no liquidity, market news or announcements etc.) it may be difficult or impossible to execute an order.

k. Should the Equity of the Client be insufficient to hold current positions open, the Client may be called upon to deposit additional funds at short notice or reduce exposure. Failure to do so within the required time may result in the liquidation of positions at a loss and the Client will be liable for any resulting deficit.

l. Trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading.

m. There is a risk that the Client's trades in Financial Instruments may be or become subject to tax and/or any other stamp duty, for example, because of changes in legislation or his/her personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Client should be responsible for any taxes and/or any other duty which may accrue in respect of his/her trades.

n. Before the Client begins to trade, he/she should obtain details of all commissions and other charges for which the Client will be liable. If any changes are not expressed in money terms (but for example a Spread), the Client should ask for a written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.

o. The Company will not provide the Client with investment advice relating to investments or possible transactions in investments or make investment recommendations of any kind.

p. There may be situations, movements and/or conditions occurring at the weekend, at the beginning of the week or intra-day after the release of the significant macroeconomic figures, economic or political news that make currency markets to open with price levels that substantially differ from previous prices. In this case, there exists a significant risk that orders issued to protect open positions and open new positions may be executed at prices significantly different from those designated.

4. Account Opening Procedure

4.1 Before opening a new Account, the Company provides to the Client via its Website or through an email or in person with the required information regarding the Company and a copy of this Agreement. After registering on the website of the Company, the Client shall complete and/or receive the application package which consists of the following: a) account application form, b) relevant information/ documents of the client, c) this Agreement and other Company's legal documents.

4.2 The Company is obligated by the Applicable Regulations to perform KYC and due diligence procedures in order to verify the identity of each person who registers online via the Company's Website. For this purpose, the Company will collect information about the Client such as name, surname, address, telephone number, email, nationality, date of birth and other details.

4.3 When the Company receives the Client's completed online application form, it may use the information to conduct any further enquiries about the Client as the Company determines under the circumstances and its internal policies and procedures. The Company also carries out additional checks or periodic reviews. The Client will need to co-operate with the Company and supply the information requested promptly. The Company relies on the information that it is provided by the Client in the online application form or otherwise as being correct and not misleading at all times, unless you notify us otherwise in writing. In particular, the Client must notify the Company as soon as possible in writing if any of the details provided to us in the application form or if the circumstances have subsequently changed.

4.4 The Company is not to be required (and may be unable under Applicable Regulations) to accept a person as its client until all documentation it requires has been received by properly and fully completed by such person and all internal checks (including without limitation all anti-money laundering customer dentification and due diligence checks) have been duly satisfied. It is further understood that Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries where the risk of money laundering may be higher. During the customer identification and due diligence checks the Company shall apply processes to verify the Client's identity for which (amongst other things) photo identification information might be required by the Client. In certain circumstances we may require this information to be authenticated by an appropriate third party. The Company requires as minimum a government issued photo identity documents such as a passport, driving license and/or identity card containing your full name, personal photo, and date of birth, ID number and expiry date as well as evidence of your residential address, such as a utility bill or bank statement, for the verification process. The information in these documents should agree with the details submitted in Client's application.

4.5 The Company will assess the information received by the Client during the Account Opening Procedure in order to determine whether the Client is eligible or not in investing and/or operating a Trading Account with the Company. The Client's Trading Account will be opened following the assessment and completion of the KYC and due diligence procedure.

4.6 The Company reserves the right during the account opening procedure or at any moment after to request the Client to provide any additional information or documents as the Company deems necessary in order to perform customer identification and due diligence checks, including, but not limited to the liveness verification, Source of Funds and Source of Wealth documents, proof of origin of funds being deposited, or such other information the Company finds appropriate and deems necessary.

4.7 In any case, Account Opening Procedure shall be completed and requested information and documents, including those mentioned above in paragraph 4.4, shall be provided to the Company within the 30 days from the day of the first financial transaction with the Company. The Company reserves the right to request the Client to complete the Account Opening Procedure and provide necessary documents any earlier. If, during the business relationship, the Client fails or refuses to submit, within a reasonable timeframe, the required verification data, information, and documents this shall be considered as the violation of this Agreement, and the Company will have the right for termination under the paragraph 22.3.

4.8 Client shall immediately inform the Company if any details or information provided during the account opening procedure changes later, including, but not limited, the current residential address.

5. Fees and Charges

5.1 The Client shall be required to pay the charges as agreed from time to time, any fees or other charges imposed by third parties during the execution of the services. The Company's current charges including Spreads, charges, interest, and other fees are published on the Company's Website and any alteration to charges will be notified to the Client accordingly. By accepting this Agreement, the Client acknowledges that he has read, understood and is in agreement with the fees and charges published on the Company's Website. The Client further agrees that the Company is entitled to change its charges without any consultation or prior consent from the Client.

5.2 The Company is compensated for its services through the Buy/Sell (Ask/Bid) Spread, so when you open a position in a specific instrument, you essentially "pay" the Spread. The Spread rates per instrument can be viewed by the Client at any time on the Company's Website.

5.3 Subject to the Financial Instruments traded by the Client, the following charges may be incurred:

Spread

A Spread is the difference between the bid (buy) and the ask (sell) price on the specific instrument you trade. This cost is realised every time the Client opens and closes a trade.

Commission

This is the commission the Client pays when he buys and sells a Financial Instrument.

Currency conversion

This is the cost incurred when converting realised profits and losses as well as any costs and charges that are denominated in a currency other than the base currency of the Client's Account.

Swap/Overnight Funding (Financing Fee)

This is the Swap cost for keeping Client's position open overnight. The swap cost can be positive or negative depending on the instrument to be traded. An overnight funding amount is either added to or subtracted from the Client's account when holding a position after a certatin time.

Dividends

This is the allocation of a segment of a company's profits to its shareholders which

is available on certain dividend-earning Financial Instruments.
If there is a short position on a dividend-earning Financial Instrument, the Client will be charged a dividend. Where a long position has been opened on a dividends-earning Financial Instrument before the ex-dividend date and left open through the opening of the exchange on the ex-dividend date, the Company will pay dividends. More information on dividends is available on the Company's Website.

Trading inactivity

The Client's Trading Account is associated with the cost of maintenance and other regulatory or compliance requirements so if there are no transactions on a Trading Account for a period of 12 months, and the balance on the Trading Account is less than 1.00 of the account currency, the Company has the right to deduct the remaining funds on the account as Inactivity Fee.

5.4 All payments to the Company under this Agreement shall be made in such currency as the Company from time to time specify to the bank account designated by the Company for such purposes.

5.5 The Company may share charges with third parties, like Introducing Brokers or affiliates, for services carried out on your behalf in the form of commission, mark-up, mark-down or other remuneration. Details of such remuneration or sharing arrangements may be available to the Client upon request.

6. Conflict of Interest

6.1 The Company will take all reasonable steps to identify and manage conflicts of interest between itself, including its managers and employees or other relevant persons as well as any person directly or indirectly linked to them by control, and their clients or between one client and another, that arise in the course of providing any of the Services under this Agreement, and to organize and control their internal affairs responsibly and effectively.

6.2 The Company will manage conflicts of interest fairly, between itself and its clients, between itself and its employees and between its customers and to organise and control their internal affairs responsibly and effectively in accordance with its internal policies and procedures.

7. Inducements

7.1 The Company shall take reasonable steps to ensure that neither it nor any of its employees or agents either offers or gives, or solicits or accepts, any inducement that is likely to conflict with any duties owed to its clients.

7.2 The Company may pay and/or receive fees/commission to/from third parties, provided that these benefits are designed to enhance the quality of the offered service to the Client and not impair compliance with the Company' duty to act in the best interests of the Client.

8. Client Money and Transfer of funds

8.1 The Company ensures to promptly place any Client money segregated from the Company's own accounts and opened with an approved bank and/or a payment provider that has been assessed by the Company and/or approved by the Company's management. Any Client's money shall be paid into a segregated client bank account denoted as "Client" bank account.

8.2 Unless the Client notifies the Company in writing or otherwise, the Company may pass on Client money or allow another person, such as an exchange, a clearing house or an intermediate broker, to hold or control Client money where the Company transfers the Client money (a) for the purposes of a transaction for the Client through or with that person; or (b) to meet the Client's obligations to provide collateral for a transaction (e.g. a margin requirement for a derivative transaction). By accepting this Agreement, the Client gives his consent and authorizes the Company, where applicable, to transfer/hold his funds in other parties or business partners i.e. liquidity providers for settlement purposes. The Company shall not be liable for the solvency, acts or omissions of any institution with which Client money are held.

8.3 The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money in which case the Client will not have any claim against a specific sum in a specific account in the event of insolvency. The Company does not accept any liability or responsibility for any resulting losses.

8.4 By entering into this Agreement, the Client agrees that the Company will not pay the Client interest on Client money or any other unencumbered funds.

8.5 Any amounts transferred by the Client to the Client's bank account will be deposited in the Client's Account at the "value date" of the received payment and net of any deduction/charges by the Client's bank account providers. In case the Client's account reaches a stop-out during the processing period of the deposit, the Company bears no responsibility for any losses suffered.

8.6 The Client confirms that the funds transferred to the Company for deposit are derived from legal sources and that the Client is entitled to use these funds.

8.7 Clients may make a deposit using any of the payment methods available on the Company's Website. The processing time for deposits depends on the selected payment method. For example, deposits made using bank card are typically processed instantly, while bank transfers may take up to five (5) business days, depending on the sending bank and intermediary institutions involved.

8.8 The Company will credit funds to the Client's wallet as soon as the funds are received and identified in the Company's bank or payment service provider account. In cases where a deposit has been made but not reflected in the wallet, the Client is required to promptly raise a query with the Company's support team and provide evidence of the transfer.

8.9 If funds are not credited and the Client fails to notify the Company within a reasonable period, the Company reserves the right to process and credit such funds at a later time, without time limitation, once the internal or payment service provider reconciliation identifies the relevant transaction. The Company shall not be held liable for any trading losses or missed opportunities resulting from delays in the crediting of deposits if Client fails to notify the Company within a reasonable period.

8.10 If funds are deposited in a currency other than the wallet currency, the funds will be exchanged at the Company's internal exchange rate valid on receipt of the deposit by the Company and credited in the currency of the wallet.

8.11 A funds withdrawal request may be made by the Client only through the Company's Website.

8.12 The Company undertakes to complete withdrawal processing procedure and process withdrawal requests within the shortest time possible, but in any case, no later than within two (2) business days from the date the request is received, provided that all required documentation and verification procedures have been completed successfully.

8.13 Withdrawal processing time may be extended in cases where there are pending periodic internal reviews, security checks, or increased monitoring related to the Client's account, trading activity or transactions. The Company shall not be held liable for any delays caused by such procedures.

8.14 Withdrawals may also experience delays due to technical issues, insufficient available balance, or other circumstances beyond the Company's control. In such cases, the Company shall notify the Client within two (2) business days from the date the withdrawal request is received and seek an alternative method for processing the withdrawal. If no alternative is available, the Company shall process the withdrawal once the issue preventing payment is resolved and shall not be held liable for any resulting delay.

8.15 A withdrawal request shall be deemed processed once its status in the Client Portal changes to “Approved.” Processing times from the payment service provider, banks, or intermediary institutions may vary, and such external delays are beyond the Company’s control.

8.16 The Company may establish minimum and/or maximum deposit and withdrawal limits depending on the payment method used. Information regarding the applicable limits shall be available on the Company’s Website, specifically on the Deposits and Withdrawals information page.

8.17 The Company acts in accordance with international anti-money laundering regulations and local anti-money laundering rules thus the transfer of funds and transactions are done based on these rules. For this purpose, Client’s withdrawals should be made using the same method used by the Client to fund his Client Account and to the same remitter on a pro rata basis commensurate to the size of each initial deposit. In case if any deposit was made using a bank card, the Company reserves the right to process withdrawal requests only to such bank card until up to the total amount of initial deposit(s) using the bank card is withdrawn. The Company reserves the right to decline a withdrawal with a specific payment method and will suggest another payment method where the Client needs to proceed with a new withdrawal request or request further documentation while processing the withdrawal request. The Company does not allow any transactions made by the third parties, and the Company will not accept any deposits made from the card, bank account or any other account open not in the name of the Client.

8.18 Where applicable, if the Company is not satisfied with any documentation provided by the Client or if the company has reasonable grounds for suspecting that a Client violates Applicable Regulations, then the Company will reverse the transaction and the Client might suffer the relevant payment provider’s fees and charges.

8.19 In case the Client performs a withdrawal without any trading activity from the last deposit made, or his trading activity does not bears usual market risk or was made without any economical purpose, or if the Client is found to be involved in any other form of abuse, including abuse the Company’s deposit and withdrawal rules, the Company reserves the right to apply relevant deposit and/or withdrawal fees to the Client’s account, including retroactively, and recover deposit fees from past transactions, at its sole discretion. The Client will be notified via email about processed withdrawal requests and applied fees (if any).

8.20 By signing this Agreement, the Client gives his consent and authorizes the Company to make deposits and withdrawals from the Client's bank account on the Client's behalf, including but not limited to, the settlement of transactions performed by or on behalf of the Client, for payment of all amounts due by or on behalf of the Client to the Company or any other person.

8.21 The Client acknowledges that in case where a Client's bank account is frozen for any given period and for any given reason the Company assumes no responsibility and Client's funds will also be frozen.

8.22 MV Technologies Ltd, registration number HE 450318, address: 160 Archiepiskopou Makariou III Avenue, First Floor, 3026, Limassol, Cyprus, (hereinafter – the "Merchant Company") is the partner company, which provides certain content and operates certain business, such as in terms of processing certain payment transactions which the Client can make to the Company. Any Company may, at its sole discretion, process any deposit and withdrawal transaction either on its own or through the Merchant Company. The Client will be informed how each particular transaction is processed, where applicable.

8.23 Any transaction processed by the Merchant Company shall be considered as made directly to or from the Company. The fact that the Merchant Company processed any transactions shall not reduce any of the Company's or Client's rights or obligations under this Agreement.

8.24 Client shall refer only to the Company all questions relating to the deposit and withdrawal transactions, even if such transactions were processed by the Merchant Company.

8.25 In both cases, the list of the payment methods both for deposits and withdrawals at any given moment of time depends solely on the technical capabilities and availability of such methods with the payment providers the Company works with. The company shall be held liable and shall not be responsible for any losses in case if the Client was unable to complete any financial transaction where any payment method is unavailable because of the maintenance, being disabled by the payment provider or for any other reason. Information about the payment methods availability is present on the relevant deposit/withdrawal page or shall be communicated by the Company to the Client directly via email.

8.26 In certain countries/regions the Company might offer as a method to deposit and/or withdraw the services of professional individuals or entities specializing in facilitating payment transaction to/from CFD brokers (the "Payment Agents"). The list of available Payment Agents depends on the Client's country of residence and can be found in the client area of the Company's Website.

8.27 All Payment Agents are independent third parties, and never shall be considered as the Company's, employee, officer, agent or representative. The Company shall not bear any responsibility for any financial transactions conducted through Payment Agents and shall not be held liable for any losses suffered due to actions or inaction of the Payment Agent. The Client agrees and acknowledges that Payment Agents might have fees and charges from the amount of deposit or withdrawal, and use exchange rate that differ from those used by the Company, and the Company has no control over the fees, charges or the rates of the Payment Agents. The Client shall communicate directly with the Payment Agent regarding any financial transactions made through Payment Agent, the level of fees, charges and rates used, as well as regarding any disputes and claims. The Client confirms that he understands that the Company should never be a party to any claim or dispute pertaining to deposit or withdrawal made through Payment Agent.

9. Client's Orders/Instructions & Execution of Orders

9.1 Execution of Orders: It is the Company's approach to take all sufficient steps to obtain the best possible result on behalf of its Clients when executing Client orders on Financial Instruments offered by the Company or receiving and transmitting orders for execution. The Client understands and acknowledges that the Company will enter into transactions with the Client either as principal (counterparty) or an agent. The Company will be the contractual counterparty to the Client.

9.2 The Company, when executing orders, will obtain the best possible result for Clients, taking into account factors like price, costs, speed, likelihood of execution and settlement, size, market impact or any other consideration relevant to the execution of the order. Where the Company executes an order on behalf of a Client, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the costs relating to execution, which shall include all expenses incurred by the Client which directly relate to the execution of the order.

9.3 For determining the importance of the execution factors indicated above, the following criteria are also taken into account:

a. The characteristics of the Client;

b. The characteristics of the Client order;

c. The characteristics of Financial Instruments that are the subject of that order;

d. The characteristics of the execution venues to which that order can be directed.

9.4 The Client understands and confirms that all orders received by the Company from the Client are orders for execution outside a Regulated Market or MTF.

9.5 Client's Orders/Instructions: Orders may be placed with the Company once the Client opens a Tradind Account and gets access to the Trading Platform. The Company will be entitled to rely and act on any order placed on the Trading Platform without any further enquiry to the Client and any such orders will be binding upon the Client.

9.6 The Company's Buy/ Sell prices for a given CFD are calculated by reference to the price of the relevant Underlying Asset. Third party reputable external resources (i.e., feed providers) obtain prices (Buy/Sell prices) of the Underlying Asset for a given CFD. The Company then uses the prices given by the feed providers to calculate their own tradable prices for a given CFD. The Company adjusts the Spread (i.e., the difference between the Buy/Sell prices), hence the prices it quotes to Clients compared to the prices it obtains from third party external reference sources may differ, as they include a Spread adjustment. The Company provides Quotes by taking into account the Underlying Asset price. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

9.7 Orders can be placed, executed and changed or removed within the trading hours for each CFD showed on the Company's Website, as amended from the Company from time to time and if they are not executed, they shall remain effective through the next trading session (as applicable). The Company shall not be obliged to arrange for the execution of the Client's orders in respect of any CFD out of normal trading hours which appear on the Company's Website.

9.8 If any tradable instrument becomes subject to possible adjustments, the Company will determine the appropriate adjustment, if any, to be made to the opening/ closing price, size, value and/or quantity of the corresponding transaction. The determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the transaction (and/or the level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Client. The Company shall inform the Client of any adjustment or amendment via its internal mail as soon as is reasonably practicable.

9.9 During the occurrence of a manifest error i.e. a manifest or obvious misquote by the Company, or any market, liquidity provider or official price source on which the Company has relied in connection with any transaction, having regard to the current market conditions at the time an order is placed as the Company may reasonably determine, the Company may amend the details of affected transactions to reflect what the Company reasonably determines as correct and fair and/or declare any or all affected transactions as void.

9.10 During periods of abnormal (volatile) market conditions, during news announcements, on opening gaps (trading session starts), or on possible gaps where the Underlying Asset has been suspended or restricted on a particular market, buy/sell stop and stop loss orders may not be filled at requested/declared price but instead at the next best available price. In such case, take profit orders below/above buy/sell stop orders or stop loss orders above/ below buy/sell stop orders during activation will be removed. The same applies when a trading strategy is deemed as abusive, because it is aiming towards potential riskless profit, or another strategy deemed by the Company to be abusive. Accordingly, placing a stop loss order will not necessarily limit the Client's losses at the intended amount.

9.11 If an open position is transferred to the next day, a Swap is calculated and charged from the Trading Account. If a position is transferred on Wednesday night to Thursday, a Swap is charged in a triple size (for Wednesday, Saturday and Sunday).

9.12 The Company offers Swap Free accounts where Swaps are not charged for Forex and Metals Financial Instruments, the exact list of which is available on the Company's Website in Contract Specification and shall be updated accordingly.

9.13 Swap Free Trading Accounts are available only to those Clients who cannot pay or receive Swaps due to their religious beliefs, that is. Clients from Islamic countries determined at the Company's sole discretion (depending on the country chosen during the Account Opening Procedure).

9.14 In order to apply Swap Free status, the Client needs to apply to the company via email, livechat or any other means of communication and indicate that he wants to have Swap Free accounts. The Company reserves the right to require an adequate justification for and/or proof of the necessity to apply Swap Free.

9.15 Swap Free shall not be provided automatically and Company reserves the right to refuse to proceed with any such request, at its sole discretion, and refuse to apply Swap Free for any reason whatsoever.

9.16 The Company will inform the Client via email about its decision and whether request is approved or not. Upon approval of the Client's request for Swap Free, the Company shall apply this status to all Client's Trading Accounts without further notice, as of the date on which the Company replies to the Client's request.

9.17 Once Swap Free status is applied, no Swaps shell be charged from the Client's

Trading accounts, nor paid to the Trading Accounts for any open orders. The Client acknowledges that it might take time for the Company to apply the Swap Free status and Client is not entitled to claim to cancel any Swaps charged of paid while the Company review the Client's request and until Company confirms that Status have been applied.

9.18 The Company reserves the right to revoke the Swap Free status granted to any Client at any time, at its sole discretion for any reason whatsoever.

9.19 Furthermore, if the Company detects that the Client violates terms and conditions of this Agreement, or is involved in any suspicious or fraudulent activity, including but not limited to making any form abusive trading, risk-free arbitrage, market manipulation, abusing technical features of Company's trading platform or other systems, or any types of risk-free activities aimed at benefiting from or exploiting the Swap Free without any economical reason or trading with bearing usual market risk the Company reserves the right, at any time with immediate effect, to cancel the Swap Free status from all Trading Accounts of such Client; to correct and recover retroactively any unaccrued Swaps and any related unaccrued interest expenses and or costs pertaining to all Trading Accounts of such Client for the period for which such Trading Accounts were in Swap Free status; and with immediate effect, to apply measured set out in paragraph 14.3.

10. Margin/Leverage Level

10.1 The Margin/leverage levels applicable to the different products offered by the Company can be found on the Company's Website at www.marketsvox.com. If at any time the Equity falls below a certain percentage of the required Margin, specified on the Website, the Company has the right to close any or all of the Client's open positions without the Client's consent or any prior written notice to him. The Client is responsible to monitor its account balance and keep sufficient funds in its Account in order for its open positions to remain unaffected. The Company shall have the right, but not the obligation, to start closing Client's open positions starting from the most unprofitable, when the Margin is less than 100% of the Margin requirement. In the case where the Margin is equal to or less than 50% of the Margin requirement, then Client's positions shall be automatically closed, starting from the most unprofitable, at the prevailing market price.

10.2 Margin or leverage level may be set and varied without prior notice from time to time in the Company's sole and absolute discretion in order to cover any realised or unrealised losses arising from or in connection with transactions, including subsequent variation of any Margin rates set at the time transactions are opened. The Client can request to change his account leverage at any time by contacting the Company.

10.3 The maximum leverage available to the Client on each available Trading Account type shall be determined based on the combined Equity across all Trading Accounts, including deposits and credits applied, calculated in USD equivalent. The exact information on Equity and leverage requirements is available on the Company's Website. The Company reserves the right to change a leverage on any Trading Account depending on the Equity level and change Equity and leverage requirements at any time at its sole discretion without prior notice, depending on the Client's profile, current market conditions, etc.

10.4 In order to provide Clients with protection against the potential adverse consequences of certain events i.e. high impact/major news or when the market is highly volatile, the Company might increase/decrease the margin requirements and set the maximum available Leverage either for all Clients or for the certain groups of Clients/Trading Accounts either for all or for specific Financial Instruments. The Company can apply measures mentioned in this paragraph 10.4 at its sole discretion and without notification to the Client.

11. Decline of Client's Orders and Instructions

11.1 The Company is entitled to decline or refuse to transmit or arrange for the execution of any order in any of the following cases as applicable:

a. under abnormal market conditions;

b. if the Client's free Margin is less than the required Margin or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular order;

c. it is impossible to proceed with an order regarding the size or price or the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that order or the Company believes that it will not be able to hedge risks associated with the proposed transaction, or it is impossible for the order to be executed due to condition of the relevant market;

d. where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;

e. in consequence of request of regulatory or supervisory authorities or a court order;

f. where the legality or genuineness of the order is under doubt;

g. there is absence of essential detail of the order, or the order is not clear or has more than one interpretation;

h. a Quote is not obtained from the Company or the Quote obtained by the Company is an indicative Quote or the Quote is the result of manifest error or Quote is an error Quote;

i. internet connection or communications are disrupted;

j. a Force Majeure Event has occurred;

k. the Company has sent a notice of termination of this Agreement to the Client;

l. the Client has failed to meet the minimum Margin requirement.

12. Transaction Settlements and Confirmations

12.1 The Company will proceed with transaction settlements upon execution, in accordance with the normal practice for the Financial Instrument or the relevant market rules. The Company will provide the Client with an online access to his Trading Account via the Trading Platform, which will provide him with sufficient information on among other order(s) status.

12.2 The Client understands that transaction confirmations are available via the Trading Platform and he will be able to access account information through the Trading Platform. Through the Trading Platform the Client may view its balance as well as all of its account activity. The Client will also be able to generate daily, monthly, and yearly reports of account activity as well as a report of each executed trade. Updated account information will be available no later than 24 hours after any activity takes place on the Client's Account. At all times, Client's account information will include, and is not limited to, trade confirmations with ticket numbers, purchase and sales rates, Margin, amount
available for trading as well as current open and pending positions.

13. Trading Platform usage

13.1 The Client shall enter his user ID and password registered during the online account opening procedure when logging on to the Company's Trading Platform. The Client should notify the Company without undue delay on becoming aware of unauthorized use of the Trading Platform, or if the Client suspects that the password has been misappropriated by a third party.

13.2 The Client shall take all necessary precautions to ensure the confidentiality of all information, including, but not limited to, the user ID and password to the electronic systems, Transaction activities, account balances, as well as all other information and all orders. The Client shall be solely responsible for all orders and the accuracy of all information sent via the internet using its user ID and password. The Client acknowledges that the Company bears no responsibility in the case that the user ID and password are used in an unauthorized manner by any third party.

13.3 The Company shall not be responsible for losses resulting from the Client's installation and use of the computer programs used on the Trading Platform unless such liability follows from indispensable rules of law. Where the Trading Platform is used by the Client, it shall be responsible for ensuring that the Trading Platform is adequately insured against direct and indirect losses which may result from the installation and use of the computer programs in the Client's computer system. Furthermore, the Client shall be obliged to make backup copies of data which, should such data be lost, might result in losses for the Client.

13.4 When using the Company's platform, the Client shall:

a. run such tests and provide such information to us as we shall reasonably consider necessary;

b. ensure that the system and/or hardware equipment used by the Client satisfies the requirements notified by us to you from time to time;

c. carry out virus checks on a regular basis;

d. inform us immediately of any unauthorized access to its system or instruction which the Client know of or suspect and, if within its control, cause such unauthorized use to cease;

e. not at any time leave the terminal from which the Client have accessed the Trading Platform or let anyone else use the terminal until he has logged off the Trading Platform.

13.5 To the extent permitted by Applicable Regulations, the Company shall not be liable for:

a. any loss, expense, cost or liability (including consequential loss) suffered or incurred by the Client as a result of instructions being given, or any other communication being made via the internet or other electronic media; the Client shall be solely responsible for all orders, and for the accuracy of all information, sent via such electronic media; and

b. any loss or damage that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to, or use of, the electronic systems.

13.6 If the Client wants to use a third party software application to provide trading signals or advice or other trading assistance like an "expert advisor" or a hosting environment allowing for real-time access to the Client's Account, the Company and its third party suppliers or licensors make no warranties or representations of any kind, whether expressed or implied for the service it is providing. The Company and its third party suppliers or licensors also disclaim any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of funds, data, non-deliveries or service interruptions by any cause or errors or omissions by the Client. The Client's use of any information obtained by way of an expert advisor used in conjunction with a hosting environment or otherwise is at the Client's own risk, and the Company and its third party suppliers specifically disclaim any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. The Company and its third party suppliers or licensors do not represent or guarantee the speed or availability of end-to-end connections. The Company and its third party suppliers or licensors shall not be subject to any damages or liability for any errors, omissions or delays therein including unavailability. The licensed products and all components thereof are provided on an "as is" basis and are separate and distinct from the services provided under this Agreement. Where the Company believes that a Client is using additional functionalities/plug-ins where it affects the reliability and/or smooth and/or orderly operation of the electronic systems the Company has the right to suspend the Client's Trading Account(s) and/or terminate this Agreement.

13.7 The Company makes every effort to deliver high quality products. However, we do not guarantee that our products are free from defects. Our software is provided "as is" and the Client uses the web platform at his own risk. The Company makes no warranties as to performance, fitness for a particular purpose, or any other warranties whether expressed or implied. No oral or written communication from or information provided by the Company shall create a warranty. Under no circumstances shall the Company be liable for direct, indirect, special, incidental, or consequential damages resulting from the use, misuse, or inability to use this software, even if the Company has been advised of the possibility of such damages.

13.8 The Client understands that the use of the Trading Platform including each Transaction the Client complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to him or any agreement by which the Client is bound or by which any of the Client's assets are affected.

14. Market Abuse

14.1 The Client acknowledges that he will not enter into any transaction which falls within the definition of market abuses of Seychelles Securities Act 2007 as amended. This rule applies to all forms of market abuse such as insider trading (an abusive exploitation of privileged confidential information), the misuse of information and directors trading in shares of their own companies.

14.2 The Company reserves the right at its own discretion to determine which trading practices are not allowed within the implication of this Agreement. In particular, the Company does not allow usage of any expert advisors, robots, practices that are aimed at market and price manipulation, insider trading (including front-running), non-market or risk-free trading (including certain types of arbitrage operations), internal hedging in coordination with other parties, abusing of negative balance protection, trading exclusively and/or the majority of the volumes during illiquid periods, use of excessive leverage in periods of high volatility (including excessive use of the Bonuses), price gap abuse (including expectation of dividend gap), churning, Bonus arbitrage and other types of abusing Company's Bonus offerings, Swap Free abuse, market manipulation, trading on off-market Quotes, any activities that are aimed at gaining profit without conducting usual trading and without an economic purpose, and practices that abuse the Company's rules, procedures, systems, or technical infrastructure or features, any of the above performed either on one or more Trading Account(s) within the Company, or in combination of any Trading Account(s) within the Company and account(s) open with other CFD brokers or any other third parties, where the company can reasonably conclude that such activities took place, any operation on Trading Accounts showing similar/identical trading models or Trading Accounts using the same device, IP address/ID/phone number etc. The final decision whether a certain trade practice is allowed is made by the Company at its sole discretion.

14.3 If the Company suspects or has reasonable grounds to believe that the Client has been engaged into an abusive behavior as indicated above the Company reserves the rights to void and/or cancel part or all Client's abusive trading transactions, close all and any of the Client's trading accounts and terminate this Agreement under Section 22.

15. Third Party Authorisation

15.1 The Client has the right to use a power of attorney to authorise a third person, Authorised Third Party-Representative, to act on behalf of the Client in all business relationships with the Company as defined in this Agreement. The power of attorney should be provided to the Company accompanied by all identification documents of the Authorised Third Party-Representative and/or any other documentation requested by the Company. If there is no expiry date, the power of attorney will be considered valid until the written termination by the Client.

15.2 The Client further ratifies and accepts full responsibility and liability for all instructions given to the Company by the Authorised Third Party-Representative (and for all transactions that may be entered into as a result) and will indemnify (fully compensate or reimburse) the Company and keep the Company indemnified against any loss, damage or expense incurred as a result of acting on such instructions. This indemnity shall be effective irrespective of the circumstances giving rise to such loss, damage or expense, and irrespective of any knowledge, acts or omissions of the Company in relation to any other account held by any other person or body with the Company.

15.3 The Client agrees to further indemnify the Company (fully compensate and reimburse) for any loss, damage or expense incurred as a result of the Company acting on instructions of the Authorised Third Party-Representative outside the scope of the Authorised Third Party-Representative's authority or the Authorised Third Party-Representative's breach of any term of their appointment.

16. Introducing Brokers and Affiliates

16.1 The Client may have been recommended by an Introducing Broker or an affiliate based on a written agreement with the Company subject to the Applicable Regulations. If the Client was referred by an Introducing Broker or an affiliate, Fees and Charges (including Spread, Commission, Swap) applicable to such Client might differ from the Company's general offer. If the Spreads, Commissions or Swaps paid by the Client differ from the Company's general offer due to any third party's (included but not limited to Introducing Broker or an affiliate) involvement, the Client confirms an agreement to pay it by continuing using the Company's services, and the Company shall not be held liable or responsible for any such difference.

16.2 The Company may pay a fee/commission to Introducing Brokers and/or affiliate based on a written agreement. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration paid by the Company to Introducing Brokers or affiliates.

16.3 The Company shall not be liable for any type of agreement that may exist between the Client and the Introducing Broker or affiliate or for any additional costs as a result of this Agreement.

16.4 The Client acknowledges that the Introducing Broker or affiliate is not a representative of the Company.

17. Privacy and Data Protection rules

17.1 The Company is committed to protecting the privacy of all personal information that it obtains from the Client and hereby lists how and why the Company collects, use, disclose and protect the Client's personal information.

17.2 Detailed information on how the Company collects, processes, stores, uses, shares, and discloses Client's personal information is available in Privacy Policy and Confidentiality Policy published on the Company's Website.

17.3 If the Client wishes to withdraw its consent to the use of information, rectify a personal information or request the provision or deletion of information held by the Company related to himself, he may submit its request at the email address support@marketsvox.com.

18. Force Majeure

18.1 In case of a force majeure event as listed below (list not exhaustive), the Company shall not be liable for any failure to provide the Services under this Agreement, beyond its control:

a. Government actions, war or hostilities, acts of terrorism, national emergency;

b. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disasters;

c. Labour disputes and lock-out which affect the operations of the Company;

d. Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;

e. Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of the company and hacker attacks;

f. Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;

g. The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;

h. The failure of any relevant supplier, financial institution intermediate broker, liquidity provider, agent or principal of the Company, custodian, sub- custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

18.2 If the Company determines reasonably that a force majeure event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time proceed with
the following actions:

a. increase Margin requirements without notice;

b. decrease leverage;

c. close out any or all open positions at such prices as the Company considers in good faith to be appropriate;

d. refuse to accept orders from Clients;

e. determine at its discretion the Quotes and Spreads that are executable through the Company's Trading Platform;

f. suspend or modify the application of any or all terms of the Agreement to the extent that the force majeure event makes it impossible or impractical for the Company to comply with them;

g. take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients;

19. Complaints Procedure

19.1 If the Client has any cause for complaint in relation to the Services provided by the Company, he should file a complaint as per the Company's Complaints Procedure for Clients which is available on the Company's Website.

19.2 The Client may register a complaint by completing the Complaint Form using any of the following options:

- *Email:* **complaints@marketsvox.com**

- *Postal Address:* **MarketsVox (SC) Ltd, CT House, Office 8G, Providence, Mahe, Seychelles.**

19.3 The Company's Complaints Procedure for Clients is accompanied with the relevant Complaint Form which has to be filed by the Client in case of the complaint with the Company.

20. Representations and Warranties

20.1 The Client represents and warrants to the Company the following:

a. The Client, if the individual person, is at least 18 years old and has reached legal age and possesses legal capacity in his jurisdiction of domicile, or if the legal entity or firm, is duly incorporated and existing under the laws of its country of incorporation

b. The information provided by the Client to the Company in the account opening application form and at any time thereafter is true, accurate and complete, and at any time there is a change to the Client personal data, the client will ensure that this data is updated and accurate, and the documents are valid and authentic;

c. The Client is duly authorised to enter into this Agreement and has the capacity to do so, and by entering into this Agreement acknowledges and represents that provision of Services and any transactions thereon are initiated and executed on the Client's own exclusive initiative and not based on any promotion, advertising or solicitation;

d. Any actions conducted by the Client under this Agreement will not circumvent or violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;

e. The Client has read and fully understood and undertakes to comply with the terms of this Agreement;

f. The Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;

g. There is no pending or, to the best of the Client's knowledge, any legal proceeding before any court, arbitration court, governmental body, agency or official likely to affect, the legality, validity or enforceability against the Client of this Agreement;

h. Any information which the Client provides to the Company will not be misleading and will be true and accurate in all material respects;

i. There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any transaction which may arise under them;

j. The Client is not entering into any transaction unless he has a full understanding of all of the terms, conditions and risks involved.

21. Communication and Notices

21.1 Any notice, instruction, request or other communication to be given to the Company by the Client under the Agreement shall be in writing and shall be sent to the Company's email address at support@marketsvox.com.

21.2 The Company shall provide a reply to any Client's general requests no later that within five (5) business days' from the day the request is received. In case the Company requires more time to investigate the subject matter of the request and prepare the reply, the Client shall be notified about this no later than by expiration of the aforementioned term.

22. Termination/Closing Procedure

22.1 Termination: Either party can terminate this Agreement by giving five (5) business days' written notice to the other party. Following the notice, the Client should close all open positions. In the case where the Client has open positions during the termination notice period, then the Company reserves the right not to accept any new transaction orders and the Company shall have the right to close all of the Client's open positions on expiry of the notice period to the extent the Client has not already done so. Upon termination of this Agreement, the Company shall be entitled to cease the access of the Client to the Trading Platform.

22.2 The Company is entitled to close all open positions and terminate this Agreement immediately without giving prior written notice in the following cases:

a. The Client fails to comply with any obligation to make any payment when due under this Agreement;

b. There are reasonable grounds to believe that the Client is in breach of this Agreement;

c. The Client activity might be a violation of any Applicable Regulations;

d. The Client dies, becomes or is adjudged to be of unsound mind, is or becomes unable to pay his debts as they fall due, is or becomes bankrupt or insolvent within the meaning of any insolvency law or any suit, action or proceeding is commenced for any execution of all or any part of the property, undertaking or assets of the Client;

e. The Client commences a voluntary case or other procedure, or there is an involuntary case or other procedure or other similar procedure under any insolvency law.

22.3 The Company may terminate this Agreement immediately without giving prior written notice, and the Company have the right to reverse and/or cancel all previous Transactions and the trading results from previous Transactions on a Client's account (including profits, losses, and any Remunerations paid to the Introducing Brokers (if any) or any amounts resulting from such Transaction) in the following cases:

a. The Client violates any provisions of this Agreement, is involved in any form of the Market Abuse or involves the Company directly or indirectly in any type of fraud, in which it places the interests of Company and/or the Company's clients at risk prior to terminating this Agreement;

b. The Client's trading activity adversely affects in any manner the reliability and/or smooth operation and/or orderly functioning of the Trading Platform or trading activities of another clients.

22.4 Following termination, the Company and the Client undertake to fulfil and complete all obligations derived from this Agreement and this Agreement shall continue to bind both parties in regards to the existing commitments or any contractual commitments which were intended to remain in force. The Company is entitled to deduct all amounts due to it before transferring any credit balances on any Account to the Client. If there are no amounts due to the Company by the Client, the Company shall immediately transfer to the Client the Client's funds in its possession, providing that the Company shall be entitled to keep such Client's assets as necessary, to pay any actual, pending or contingent obligations or liabilities of the Client.

22.5 In the event of account closure or termination, if the cumulative account balance is less than the minimum amount that can be withdrawn using the available payment methods, the remaining balance shall be forfeited and will not be recoverable by the Client.

23. Cancellation Procedure

23.1 The Client has a period of 14 calendar days from acceptance of this Agreement to withdraw from this Agreement without penalty provided that the Client has not been engaged or involved in any transaction with the Company.
This right of withdrawal or cancellation shall not apply following any transaction executed under this Agreement which will thereafter remain binding upon you.

24. Company Liability

24.1 Nothing in this Agreement excludes or limits the Company's liability for any matter that cannot be excluded or limited under Applicable Regulations.

24.2 The Company will not be liable to the Client for any loss which arises as a result of:

a. The Company's compliance with, or the exercising of any of the Company's rights in accordance with, Applicable Regulations or this Agreement;

b. The Client's negligence, fraud or breach of this Agreement or Applicable Regulations;

c. Any abnormal market condition or force majeure event;

d. any delays, delivery failures, or failures in transmission of any order or any other communication or any other loss or damage resulting from the transfer of data over mobile or other communications networks and facilities outside of the Company's control;

e. Any features, market data or third party content available on the Company's Website, Platform or e-mails, are provided on an "as is" and "if available" basis.

24.3 Neither the Company nor the directors, officers, servants, agents or representatives of the Company shall be liable to the Client (except in the case of fraud) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which the Client may suffer or incur arising from the act of omissions of the Company under this Agreement regardless of how such loss, liability or cost was caused and regardless of whether it was foreseeable or not. For the purposes of this paragraph, a loss, liability or cost includes any loss, liability or cost (as appropriate) arising from the Client being unable to sell Financial Instruments where the price is falling, or from not being able to purchase Financial Instruments where the price is rising, or from being unable to enter into or complete another trade which requires him to have disposed of or purchased the Financial Instruments or any other loss, liability or cost arising as a result of loss of business, profits, goodwill or data and any indirect, special, incidental, consequential, punitive or exemplary loss, liability or cost, whether arising from negligence, breach of contract or otherwise and whether foreseeable or not.

24.4 For the avoidance of doubt, the Company's third party providers are not responsible for and have not participated in the determination of the Company's prices and they exclude all warranties, undertakings or representations (either express or implied) relating to the Client's use of the Company's Trading Platform or the Company's Website. Without limiting the foregoing, in no event whatsoever shall the Company's third party providers be liable for any loss, regardless of whether they are aware of such loss and whether such liability is based on breach of contract, tort or otherwise.

24.5 Save in the event of the Company's negligence, willful default or fraud, the Company will not be liable for any loss or damage caused by a hacker's attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Company's Platform or Website or to the Client's downloading of any material posted on it, or on any website (including our Website) linked to it.

25. Severability

25.1 Should any part of this Agreement be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any of the Applicable Regulations, that part will be deemed to have been excluded from this Agreement and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement shall remain unaffected.

26. Miscellaneous

26.1 The Company may at any time and without notice to the Client set-off any liability under this Agreement or any other agreement entered into between the parties and between any account(s) of the client (whether actual or contingent, present or future). The Company can off-set any owed amounts using any account the Client maintains with the Company to the extent permissible.

26.2 This Agreement may be amended from time to time and the Company shall notify the Client of the relevant amendment or about the updated Agreement either in writing or through the Company's Website.

26.3 In case there were no transactions on a Trading Account for a period of 12 months, and the balance on the Trading Account is less than 1.00 of the account currency, the Company has the right to close such Trading Account and apply an Inactivity Fee as described in the paragraph 5.3.

26.4 In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

27. Governing Law and Jurisdiction

27.1 This Agreement is governed by the Laws of Seychelles.

27.2 The Competent Courts for all disputes and controversies arising out of or in connection with the Agreement shall be the Courts of Seychelles.