



Terms and Conditions

Introduction

These Terms and Conditions shall govern the agreement between Spiral Holding Ltd (“the Company”) and the end user of the services of the Company (“the Client”).

By opening an account and accepting these Terms and Conditions, the Client shall enter into a binding legal agreement with the Company and the Client’s use of the services shall be governed at all times by this Agreement.

By accepting these Terms and Conditions, the Client hereby confirms and also acknowledges that the Client understands and agrees with the terms of use and understands its content. If the Client should not agree with any of these terms and conditions set out below and should not wish to be bound by them, the Client should not access or in other ways use the website.

1. Services

The services of the Company are for trading services (the “Services”). A Client is not engaging in the buying or selling of any asset or commodity.

The Client shall, as such, be entering into an agreement for these services when opening an account and accepting this agreement.

The Client acknowledges and agrees that the Services will be carried out on a non-delivery basis only and that at no point will the Client be entitled to physical delivery of any financial instrument.

2. Account Requirement

Subject to the terms of this Agreement the Client may receive the Services from the Company and enter into transactions which are to be carried out by means of an account opened by Client with the Company for such Purpose (the “Account”).



The Client acknowledges and agrees that:

- (i) the Client must familiarize itself with and agreed to the Company's Risk Policy, Privacy Policy, AML and KYC Policy and these Terms and Conditions, prior to opening an account with the Company,
- (ii) except for Client's right to execute transactions and withdraw funds from the account subject to the terms and conditions set forth herein, the Client shall have no other interest in the Account, and
- (iii) Client's use of the Account and Client's right to obtain the Services is subject to the Company's consent, based, inter alia, on the KYC Process (as defined below).

3. Opening of an Account by the Client

By instructing the Company to open an account on the Client's behalf, the Client instructs the Company to set up the Account in the Client's name.

The Client hereby irrevocably declares that he/she is acting for his/her own sole benefit and not for and/or on behalf of any other person or entity. Should the Client attempt to open more than one accounts under the Client's own name or under any other name, or should the Client attempt to use the Services by means of any other person's account, the Company will be entitled to immediately close all Client's pending transactions and accounts, retain all funds in such accounts and block Client from future use of the Services.

In consideration of the rights granted to the Client to use the Services upon the opening of an account with the Company, the Client represents, warrants, covenants and agrees that:

1. The Client is Legally of Age, of sound mind and legal competence and is capable of taking responsibility for Client's own actions.
2. All information provided by Client to the Company either during the KYC Process or at any time thereafter, including as part of any payment, deposit or withdraw transaction, is true, current, correct and complete and matches the name(s) on the credit/ debit card(s) or other payment accounts to be used to deposit or receive funds in Client's Account. Client will notify the Company promptly of any changes in such information or its accuracy as of any time.



3. Client's entering into this Agreement and all Transactions contemplated hereunder, and performance of all of Client's obligations contemplated under this Agreement and any Transaction, will not violate any statute, rule, regulation or law applicable to Client.

4. The Client has full beneficial ownership of the Account and has not granted and will not grant a security interest in the Account (other than the security interest granted to the Company hereunder) to any person.

5. The Client will be liable for all Orders given through and under its username and password and any such Orders received by the Company will be considered as received from the Client.

6. The Client has verified and determined that Client's use of the Trading Platforms and the Services does not violate any laws or regulations of any jurisdiction that applies to Client.

7. The Client fully understands the methods, rules and procedures of the Services and the execution of Transactions in general. Furthermore, the Client has sufficient experience and/ or knowledge in trading to be capable of evaluating the merits and risks of trading without relying on any information contained in this Website or in any other information or marketing communication of the Company.

8. The Client has implemented and plans to operate and maintain appropriate protection in relation to the security and control of access to Client's computer, computer viruses or other similar harmful or inappropriate materials, devices, information or data.

In order to fully verify the Client, the Company will require a copy of the Client's valid passport with the signature page, A copy of the Client's credit card/cards being used to make the deposit (front side with only the first 6 and 4 last digits visible, back side with the CVV covered, signed on the designated area), A copy of a recent utility bill in the Client's name clearly displaying the Client's address and a signed purchase history of the Client's online transactions. By requesting for an account to be opened on the Client's behalf, the Client agrees to provide these documents to the Company.

Once an account is open in the Client's name, the Client is responsible to monitor the Client's Account and to notify the Company immediately if it comes to the Client's attention that The Client's Access Codes are lost or being used by an unauthorized third party. Also, the Client agrees to immediately notify the Company should the Client become aware of any failure by you to receive a message indicating the reception and/ or execution of an Order, the accurate confirmation of an execution, any information for the Client's Account balances, orders or transactions history as well as in case the Client receives confirmation of an Order that it did not place.

4. Compliance with Laws

The Client understands and accepts that upon its registration on the Website or at any time thereafter, the Company is required to conduct a "Know Your Client Process" ("KYC Process") and anti-money laundering checks ("AML Checks") and comply with the General Data Protection Regulation, where applicable. The KYC Process and the AML Checks may require the Company to obtain certain documents from the Client which shall typically include an identity card, passport or driver's license, proof of address such as a utility bill, and proof of payment method.

If deemed necessary, the Company may request additional documents and/ or that any document copies are notarized, meaning that the documents are stamped and attested by a Notary Public.

The Client is directed to the KYC, AML, Privacy Policy and Risk Policy in order to familiarize him/herself with the Company's Policies with regards to this. By the Client directing the Company to open an account on his/her behalf, the Client agrees to comply with these policies. In the event that any requests for documents and information in compliance with the Company's legal obligations are not completed by the Client or otherwise approved by the Company, the Company may at its sole discretion decline to open an Account, block an Account from trading or terminate this Agreement, and may withhold any funds that are present in the Account until such time as the Company has fulfilled its legal duties in terms of the documents to be presented by the Client.

Should the documents fail the Company's internal compliance checks or applicable law, the Company shall be under no obligation to accept such documents as valid, and under no obligation to provide feedback on the exact nature of its findings with regards to these documents.

5. Trading Instructions

The Company accepts all orders on a best-effort basis only. In terms of this, the Company will have no liability for failure to execute orders and makes no representations, warranties or guarantees of an order's priority over the orders of its other counterparties.



The Company will have the right, but not the obligation, to reject any order before or after confirmation or to cancel any Transaction where the execution of such order violates any applicable law, rule or is otherwise illegal or as otherwise set forth in this Agreement, and subject to the other terms and conditions set forth in this Agreement.

Without prejudice to any other provisions herein, the Client acknowledges that the Company shall have the right, at its discretion, at any time and for any reason and without giving any notice and/ or explanation to: refuse, reverse, suspend, freeze, or close any and all Transactions, quotes and orders, including without limitation in the event of irregular market conditions or when Client uses the Trading Platforms in an abusive way by lag trading and/ or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/ or are utilized to give Client an unfair advantage or which the Company considers at its own discretion as inappropriate and outside the scope of this Agreement.

The Company shall bear no liability for any potential damage the Client may suffer due to transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, viruses, system errors, delays in execution, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers.

The Client acknowledges that access to electronic systems/ trading platforms may be limited or unavailable due to system errors, and that the Company reserves its right, upon notifying the Client, to suspend access to electronic systems/ trading platforms for this reason.

Any usage of third party trading software other than software that was authorized by the Company is strictly forbidden. The Company reserves the right to cancel transactions that were executed through such unauthorized software, or to close accounts that utilized such unauthorized software.

The Company may require the Client to limit the number of open positions which the Client may have with the Company at any time and the Company may in its sole discretion close out any one or more Transactions in order to ensure that such position limits are maintained.

The position limits will be notified in advance to the Client either through the Company's website or trading platforms. If any underlying asset of the Financial Instrument becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to withdraw the specific financial instrument from the Company's trading platform.



The Company has the right to set control limits in relation to Client's orders at its own and absolute discretion. Such limits may be amended, removed or added and may include without limitation:

- controls over maximum order amount and size;
- controls over the electronic systems and/ or trading platforms to verify for example the Client's identity during the receipt of the order; or
- any other limits, parameters or controls which the Company may deem required to be implemented in accordance with Applicable Regulations.

Collateral

As a condition to the performance of transactions in the Account, the Client must provide and maintain with the Company sufficient funds to secure any new or open transactions prior to, and following, the execution of any order placed with the Company, as determined by the Company in its sole discretion from time to time.

The Client may at its discretion, or shall if requested by the Company, increase the Collateral amount in the account by making further deposits. At no time will the Client maintain Margin in an amount less than required by the Company. In all cases, Margin deposits will be deemed made when received by the Company.

The Company will not be responsible for any losses that the Client may incur as a result of such liquidation or set off. In the event the Collateral is insufficient for the payment of all liabilities under this Agreement and the Account.

It is hereby agreed that if the Company informs the Client of a margin call and the margin call exceeds the amount of cash in his deposit account and if lower than USD 100 (or the same absolute amount in an alternative currency), the Company has the right to recover the remaining amount of the margin required by enforcing the promissory note. The maximum amount of the promissory note will be equal to the difference between the Client's deposit and the margin call. The Company will not enforce the promissory note if the margin call of the Client is lower or equal to the Client deposit at any point in time.



Deposit Requirement

Following the entering into of this Agreement, Client will transfer to the Account a deposit in such minimal amount, by form of bank transfer, credit card or payment undertaking, as determined by the Company and notified to the Client. Such first deposit together with any profits and losses from existing open and closed Transactions, credits and debits from daily rollovers, and charges on account of commissions, if applicable, shall serve as Collateral for the performance of Transactions in the Account (“Collateral” or “Margin”), and are hereby pledged by Client as a first degree and sole pledge in favor of the Company and will be subject to a security interest and right of setoff for the discharge of any and all of Client’s obligations or indebtedness to the Company under this Agreement. Such pledge will remain in effect until this Agreement has been terminated and all of Client’s obligations to the Company hereunder have been indefeasibly satisfied. Without prejudice to any rights of the Company, including rights in any other security provided by the Client, the Client hereby irrevocably and unconditionally authorizes the Company (which may but is not obliged) to cover or liquidate any position or Collateral in any manner which the Company, in its sole discretion, deems appropriate, to set-off, at any time and from time to time, any Collateral amounts in the Account against any and all funds owed by Client to the Company for commission, as principal, as reimbursement of expenses, against chargebacks made by the Client which are considered as unjustified by the Company or otherwise and to close the Account in the event that the Margin in the Account shall fall below the minimum margin determined by the Company both without need for any prior notice to the Client.

The Client acknowledges that the minimum amount of margin deposit required to open an Account with the Company and perform transactions in the Account is USD 200 (or the same absolute amount in an alternative currency).

The Company may, at its sole discretion, and from time to time, including on an ad-hoc basis, change the minimum Margin requirements, set different minimum Margin requirements for different financial assets and notify the Client of the need to make further deposits to keep the minimum Margin requirement, by providing the Client with a notice to that effect.



Withdrawals

Upon written request, the Client may withdraw from its Account such excess Collateral that is not required to margin open positions or otherwise required to satisfy Client's obligations to the Company. Such withdrawal will be effected within seven (7) Business Days from the date of receipt of Client's written request therefore. For avoidance of doubt any such transfer by the Company is subject to:

- (i) any and all applicable laws such as money laundering laws, any requirements for withholding of tax and any foreign currency regulations,
- (ii) Client providing full identification as required by the Company,
- (iii) Client is not in breach of this Agreement, and
- (iv) Client duly signed any deposit confirmation requested by the Company. Withdrawals shall only be made in the currencies deposited by the Client, provided that the Company supports these currencies as the currencies of the Account.

Funds appearing on Clients' account may include agreed or voluntary credit tokens and incentives, or any other sums not directly deposited by the Client or gained from trading on account of actually deposited funds ("Non-Deposited Funds"). Please note unless otherwise explicitly agreed, Non-Deposited Funds are not available for immediate withdrawal. Further, due to technical limitations, Non-Deposited Funds may be assigned to Client's account in certain occasions (for example, for the technical purpose of allowing the closing of positions or an indebted account). Please note non-deposited funds, including profits gained on account of or derived from the same, are not Client's funds. If a withdrawal of Non-Deposited Funds has been confirmed, the Company shall have full right to reclaim any and all such funds.

Orders and instructions

The Client will place all orders through the Trading Platforms.

All transactions shall be subject to and carried out in accordance with the Trading Conditions and other conditions set out in the Website and the Company prevailing practice as applicable at such time. All the Trading Conditions, including without limitation, market hours, minimum quantities (where applicable) and expiry dates, shall be detailed in the relevant pages on the Website. All Trading Conditions may be amended by the Company from time to time at its sole discretion.



Client will be solely liable for any loss, damage, costs or expenses arising out of or in connection with its Transactions and use of the Trading Platforms.

The Company will accept all orders on a best-effort basis only. The Company will have no liability for failure to execute orders and makes no representations, warranties or guarantees of an order's priority over the orders of its other counterparties.

The Company will have the right, but not the obligation, to reject any order before or after confirmation or to cancel any Transaction where the execution of such order violates any applicable law, rule or is otherwise illegal or as otherwise set forth in this Agreement, and subject to the other terms and conditions set forth in this Agreement.

Without limiting the foregoing or from any of the Company's rights under applicable law, if the Company in its sole discretion determines that Client is engaging or has engaged in trading strategies or activities designed intentionally to exploit errors in price quotations, the Company may, upon notice to the Client, cancel transactions, suspend the Client's account, hold Client's funds and terminate this Agreement.

The Client will be provided with Access Codes for gaining online access to the Company's website and/ or trading platforms, thereby being able to place orders for any Financial Instrument available from the Company and entering into Transactions with the Company. Further, the Client will be able to trade on the Company's Trading Platforms with and through the Company with the use of a personal computer, smartphone or any other similar device that is connected to the internet. In this respect, the Client understands that the Company can, at its absolute discretion, terminate Client's access to the Company's systems in order to protect both the Company's and the Client's interests and to ensure the systems' effectiveness and efficiency.

The Client is responsible to monitor the Client's Account and to notify the Company immediately if it comes to the Client's attention that The Client's Access Codes are lost or being used by an unauthorized third party. Also, the Client agrees to immediately notify the Company should the Client become aware of any failure by you to receive a message indicating the reception and/ or execution of an Order, the accurate confirmation of an execution, any information for the Client's Account balances, orders or transactions history as well as in case the Client receives confirmation of an Order that it did not place.



The Company will not be held responsible in the event of unauthorized access from third persons to information including, but not limited to, electronic addresses and/ or personal data, through the exchange of these data between you and the Company and/ or any other party using the Internet or other network or electronic means available.

The Company is not responsible for any power cuts or failures that prevent the use of the system and/ or the Trading Platform and cannot be responsible for not fulfilling any obligations under this Agreement because of network connection or electricity failures.

The Company shall have no liability for any potential damage the Client may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, viruses, system errors, delays in execution, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. The Client acknowledges that access to electronic systems/ trading platforms may be limited or unavailable due to such system errors, and that the Company reserves its right, upon notifying the Client, to suspend access to electronic systems/ trading platforms for this reason.

Any usage of third party trading software other than software that was authorized by the Company is strictly forbidden and the Company reserves the right to cancel transactions that were executed through such unauthorized software.

The Company reserves the right at its sole discretion to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking such other action at such time or times and in such manner as, at the Company's sole discretion, the Company consider necessary or appropriate to cover, reduce or eliminate its loss or liability under or in respect of any of Client's commitments.



Cancellation of Transactions: the Company may open, maintain and/ or close your account, as well as seize, retain, hold and/ or forfeit all or part of the funds (including profits) held in your account, cancel any actions (including, but not limited to, any trades performed via your account) and recover and/ or forfeit any and all profits paid to you or to which you are entitled; the Company's rights in accordance with this clause will be at its sole discretion, including, but not limited to, in the following situations:

- any instance when the Company has cause to believe that a person's activities on the site may be illegal or fraudulent;
- any instance where the Company has cause to believe activities on the site may amount to unethical, unfair or predatory practices. This includes but is not limited to 'scalping'.
- any instance where the Company may suffer any fiscal, regulatory, or pecuniary disadvantage by virtue of anyone's activities;
- any instance where one or more transactions on the site are judged by the Company to have been performed in violation of this agreement;
- orders placed on prices that have been displayed as a result of system errors or systems malfunctions either of those of the Company or of its third party service providers, or are priced in an abnormally low level of risk.

5. Dormant Accounts

Any trading account held with the Company in which the Client has not placed a trade and/or made a deposit for a period greater than 120 days shall be classified by the Company as a Dormant Account. Should a Client have open trades but has not accessed the account for a period longer than 120 days, the Company reserves the right to close such trades, and then close the Client's account. The Client further acknowledges and confirms that such accounts will be subject to a 10% or USD 100 (or the same absolute amount in an alternative currency) handling fee, whichever amount is greater, per month. The Client further agrees that any Accounts having a zero or negative balance shall be considered as Dormant Accounts. In this case, the Company will automatically deactivate the account. For the reactivation of a Dormant Account, the Client must contact the Company. The Dormant Account will then be reactivated subject to, if required, up-to-date Client identification documentation to be provided to the Company and or Company discretion.



6. Account Restrictions

If the Company in its sole discretion determines that Client is engaging or has engaged in trading strategies or activities designed intentionally to exploit errors in price quotations, the Company may, upon notice to the Client, cancel transactions, suspend the Client's account, hold Client's funds and terminate this Agreement.

The Client agrees not to attempt to abuse the Trading Platforms in an attempt to make illegal profits or to attempt to profit by taking advantage of the server latency, or applying practices such as but not limited to price manipulation, lag trading, time manipulation.

The Company shall have no liability for any potential damage the Client may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, viruses, system errors, delays in execution, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers.

The Client acknowledges that access to electronic systems/ trading platforms may be limited or unavailable due to such system errors, and that the Company reserves its right, upon notifying the Client, to suspend access to electronic systems/ trading platforms for this reason.

7. Commissions and Charges

Services provided to a Client may be subject to charges and or fees. The Company may change its fee structures at any time. It is the Client's responsibility to remain updated of any amendments. Before placing trades, a Client should obtain all information regarding fees and commissions. Transactions may be subject to tax and other duties due to legal regulations, banking policies or personal circumstances.

8. Refund Policy

The transaction a Client authorizes will be debited from his/her bank card immediately. No invoice or receipt will be provided to the Client. Confirmation of successful transaction will be reflected in a Client's balance on their account. If a Client is not satisfied with our trading platform, the Client can apply for a refund of his / her remaining balance through our Platform. Please note that if a Client has accepted Credit Tokens, he / she will have to follow the Credit Token Policy.



Upon application for a refund, all logins and memberships may be deactivated automatically by the Company. Whether a Client's application will be approved or declined shall be at the sole discretion of the Company. Please allow up to 3 business days for our customer support team to address a Client's request. Our support team will contact the Client to confirm the request or to ask for additional information if needed. All refunds will be issued in the form of payment in which they were made. Refunds in excess of the original amount are prohibited.

9. Support Requests and Complaints

The Company offers a free complaints and customer support service in respect of the Platform. We seek to acknowledge clients written requests and written complaints within 3 business days and to resolve (where possible) complaints within 5 to 15 business days. During periods of high trading on the Platform, however, it may take us longer to respond to a Client's request or complaint. This can occur from time to time because of the extreme volatility and sensitivity to market sentiment. For this reason, we do not guarantee our response times. We believe it is better that our Client's understand upfront that there may be delays from time to time.

10. Risks

All Transactions shall be carried out on behalf of Client and at Client's sole responsibility, risk and expense. The Client absolves the Company of any responsibility for any loss, damage or debt to the Client arising directly or indirectly out of or in connection with this Agreement or any Transactions made pursuant thereto, except in the event of gross negligence or willful misconduct on the part of the Company.

The Client declares that the Client has fully read and understood the Risk Policy before entering into this Agreement and has had an appropriate opportunity to ask the Company any question about the same.

By the entry into each and every Transaction in connection with this Agreement, Client shall be deemed as having reread and reaffirmed this Agreement including without limitation all annexes. The Client is aware and acknowledges that there is a great risk of incurring losses and damages as a result of the investment activity through the Company and the Company's Trading Platform and accepts that he/ she is willing to undertake this risk upon entering into this business relationship.



The Client agrees to use the website at Client's own risk.

Without limiting the foregoing, the Services contained within this site are suitable only for Clients who are able to bear the loss of all the money they invest, and who understand the risks and have experience in taking risks involved in trading.

The Client agrees and acknowledges that it is solely responsible for any investment strategy, transaction or investment, composition of any account and taxation consequences and it shall not rely for these purposes on the Company, its employees or its advertising materials. The Client further acknowledges and understands that the Company shall bear absolutely no responsibility in any manner or form whatsoever, regardless of the circumstances, for any such investment strategy, transaction, investment or information, composition of any account and/or taxation consequences.

The Client acknowledges and agrees that any information given to him/ her on the Account or with respect to trading and/ or investing and/ or with any information provided on the financial markets, if given, may be unverified and incomplete and that any reliance on such information is at Client's sole risk and responsibility. The Company makes no warranty, express or implied, that any pricing or other information provided by it, through the Trading Platforms or by the Website or by telephone or otherwise is correct or reflects current market conditions. Furthermore, the Company does not make any warranties or guarantees with respect to their Trading Platforms, the Website and their content, including but not limited to, warranties for merchantability or fitness for a particular purpose.

11. Indemnification

Without prejudice to the provisions to the above, the Company shall not be liable to the Client for any loss, damage or cost of any nature incurred by Client directly or indirectly by any cause beyond the Company's control, including and without limitation, the Company's inability to perform any Transaction or the improper or partial performance of any Transaction due to technical reasons (such as, without limitation, damage or destruction to its computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software) or otherwise, except in case of gross negligence or willful misconduct on the part of the Company.

If a quoting error (known to Client or of which Client should reasonably know) occurs due to Company mistake, the Company will not be liable for the resulting errors in Account balances.



The Company reserves the right to make necessary corrections or adjustments to the records of the Account involved in any such error. Any dispute arising from such quoting errors will be resolved on the basis of the fair market value of the underlying asset at the time the error was made.

12. Termination

These Terms & Conditions can be terminated at any time by either party giving 10 Business Days written notice to the other party:

Unless otherwise agreed in writing between the parties upon termination of these Terms & Conditions the Company will close out, abandon or exercise any option not yet exercised, at the Company's discretion.

Should any event occur which has the effect of making or declaring it unlawful or impracticable for the Company to offer the services to the Client in accordance with the terms outlined in these Terms & Conditions, the Company may immediately terminate these Terms & Conditions by providing the Client with written notice.

In the event of these Terms & Conditions being terminated, a Closing Notice must be provided by the Client in respect of all open positions. Such notice must be provided within 5 Business Days of the termination date. Should the Client fail to unwind any open position within the 5 Business Days' notice period, the Company reserves the right to close out positions as if a Default Event had occurred in accordance with these Terms & Conditions.

Termination of these Terms & Conditions and/or any Contract or agreement shall not relieve either party from any existing obligations or from any liabilities for any antecedent breach of any of the terms of these Terms & Conditions and will not relieve the Client of any obligations the Client may owe to the Company in accordance with these Terms & Conditions prior to its termination.

Rights under these Terms & Conditions can only be waived in writing, such waiver not to affect the waiving party's rights or entitlements in respect of subsequent breaches of these Terms & Conditions and/or any Contract Failure to compel performance shall not be construed as a waiver.



13. Governing Law

This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with the laws of Saint Vincent and Client irrevocably submits, for the benefit of the Company, to the exclusive jurisdiction of the courts of Saint Vincent to settle any disputes (including claims for set off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by this Agreement or otherwise arising in connection with this Agreement, except for claims for the collection of any amount owed by the Client to the Company which may be brought before any court with jurisdiction over the Client and/ or its assets.

The Client hereby waives any right to object to the sole jurisdiction of Saint Vincent, including without limitation any claim that such courts are an inconvenient forum to resolve such disputes.

The Company shall be entitled to immediate injunctive relief from any court of competent jurisdiction, without the necessity of proof of damage or proof of actual damage, as may be proper to preserve and protect its rights. Such right to injunctive relief shall be in addition to the Company's other rights under this Agreement and/ or at law in respect of such breach.

14. General

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

The Company shall not be bound by any waiver unless made by a duly signed written instrument by the Company and no waiver or amendment of this Agreement may be implied from any course of dealings between the parties or from any failure of the Company to enforce its rights hereunder.

Unless otherwise expressly stated, nothing in this Agreement shall create or confer any rights or any other benefits to third parties.



Nothing in this Agreement shall be construed as creating any agency, partnership, trust arrangements, fiduciary relationship or any other form of joint enterprise between Client and the Company.

This Agreement is the entire agreement between the Company and the Client relating to the Client's use of the Trading Platforms and the Services and supersedes and replaces any previous agreements held between the Parties. The Client confirms that, in agreeing to accept this Agreement, Client has not relied on any representation save insofar as the same has expressly been made a representation by the Company in this Agreement.

The Company may assign its rights and/ or liabilities pursuant to this Agreement by notice to Client. The Client may not assign its rights and/ or obligations hereunder unless with the Company prior written consent, which may be given or denied at the Company's sole discretion.

Nothing in this Agreement shall be construed so as to grant the Client any security interest whatsoever over the assets of the Company, including for the avoidance of doubt on any amounts standing to the credit of Client's account.

The Company shall request the Client to sign alternative forms as part of its compliance procedures. The Client in turn agrees to comply with all reasonable requests with regards to this. The Client acknowledges that requests for forms and signatures forms part of the Company's Legal and Compliance Policy and as such forms part of the Agreement.

15. Notices

Reports and Notices may also be transmitted via e, e-mail (according to the address provided by the Client) or on the Website or Trading Platforms. All communications sent to Client shall be deemed delivered, at the time of delivery if sent by e-mail or notified through the Trading Platforms or the Website or within five (5) Business Days if posted by mail. Communications by the Client shall be deemed delivered when actually received by the Company, through the Platform.