

FIPER MARKETS LLC A licensed Forex Brokerage Firm registered under the Tbilisi Free Industrial Zone (TFIZ), Georgia. Company Registration Number: TFZ/201223/01 | Company ID: 400378916 The website Fiper.me is operated by Fiper Markets LLC (Georgia) as the official platform of the Fiper Group. Regional management, marketing, and partnership operations are conducted through Fiper Global LLC, registered under the UAE FZ Authority (Company Registration Number: 2422384)

<https://fiper.me> - +97440197792 - [info@fiper.me](mailto:info@fiper.me)

## Client Terms & Conditions

Fiper Markets LLC (and its Affiliates)

Version 4 – 2024

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### Section 1 – General Terms

#### Risk Warning

Our products and services are not suitable for everyone and involve risks. By agreeing each time you place an order with us, you undertake that you have read, understood, and accepted these Terms and Conditions and the applicable appendices relating to the relevant products, including the Risk Warning Notice (as amended from time to time) available on our website.

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#### 1. About Us

##### 1-1

Fiper Markets LLC (and its affiliates) is a limited liability company duly incorporated and existing under the relevant laws, registered under number 400378916, with its registered address at:

Khizanishvili Street, Gidani District, Georgia.

Email: [info@fiper.me](mailto:info@fiper.me)

Telephone: +97440197792

Website: <https://fiper.me>

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#### 2. The Agreement Between You and Us

##### 2-1

References to “we”, “us”, or “Fiper Markets LLC (and its affiliates)” in these Terms refer to Fiper Markets LLC (including any successor or assignee). If you are an entity, references to “you” include the entity (and any successor or assignee) and any authorized persons.

##### 2-2

These Terms and Conditions, including the Risk Warning Notice, the Conflict of Interest

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Policy (as amended from time to time), the Order Execution Policy, and any other policies, constitute the entire agreement between you and Fiper Markets LLC (the "Agreement").

## **2-3**

These General Terms govern our relationship with you. When you trade a specific product, you must read and agree to these Terms and the relevant appendix applicable to that product.

## **2-4**

In the event of any conflict between the provisions of any appendix and these Terms, the provisions of the appendix shall prevail to the extent of such conflict.

## **2-5**

In the event of any conflict between these Terms and any other provisions of the Agreement, these Terms shall prevail to the extent necessary.

## **2-6**

You are responsible for periodically visiting our website and reviewing the most recent version of the Agreement. We reserve the right to amend these Terms in accordance with clause (73).

## **2-7**

These Terms replace any prior agreement between you and us relating to the same subject matter.

## **2-8**

Your use of our services or your express acceptance of these Terms constitutes your acceptance of the Agreement.

## **2-9**

If you have any questions regarding the Agreement, please contact us using the contact details set out in clause (8-1).

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## **3. Products and Services**

### **3-1**

Subject to these Terms, we provide non-advisory and non-discretionary services on an execution-only basis, including electronic trading services and any other services we may offer from time to time in relation to products.

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### 3-2

We reserve the right, at our absolute discretion and based on the factors and considerations we determine, not to offer one or more products to you.

### 3-3 Contracts for Difference (CFDs)

#### What is CFD trading?

CFD trading is a type of transaction aimed at achieving a profit or avoiding a loss by reference to fluctuations in the value or price of an underlying financial instrument, without owning that instrument.

#### Key risks of CFD trading

CFD trading involves high risks. Leverage may magnify both profits and losses, and losses may exceed the amount of deposits.

#### Product pricing

Prices we offer are based on prices received from liquidity providers and include spreads that may vary depending on market conditions.

#### Costs and fees

We may charge fees or commissions for executing orders or holding positions. Details are published on our website.

#### Conflicts of interest

Conflicts of interest specific to CFD trading may arise. Please refer to the Conflict of Interest Policy.

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## 4. Risk Disclosure

### 4-1

Investments in derivative products, including spot foreign exchange trading, involve a high degree of risk as detailed in our Risk Warning Notice available on our website.

### 4-2

By using our services, you acknowledge and agree that you possess the necessary knowledge and experience to understand the nature of the products, transactions, and risks involved, and that you have provided us with all information required to assess the suitability of the services for you.

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## 5. Eligibility

### 5-1

We are a straight-through processing broker and display prices provided to us by certain liquidity providers via our electronic trading services.

### 5-2

You may only act as principal when entering into transactions or using our services and may not act as agent or on behalf of any other person.

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## 6. Prohibited Countries

### 6-1

We may not provide our services, in whole or in part, to clients resident in certain countries or regions ("Prohibited Countries"). We may amend the list of Prohibited Countries from time to time.

### 6-2

If you are resident in a Prohibited Country or travel to a Prohibited Country (or if any of your authorized persons travel thereto), you may be unable to access your account or use our services while in such country or jurisdiction. We shall not be liable for any losses arising as a result thereof.

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## 7. Applicable Regulations

### 7-1

All transactions, dealings, and instructions submitted under these Terms are subject to applicable laws and regulations, such that:

- (a) where there is any conflict between these Terms and any applicable regulation, the applicable regulation shall prevail;
- (b) we may take or refrain from taking any action we consider necessary to ensure compliance;
- (c) any action we take or do not take to comply shall be binding on you;
- (d) we shall not be liable to you for any such action or inaction; and
- (e) these Terms do not exclude any liability which cannot be excluded under applicable regulations.

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## 8. Communications Between You and Us

### 8-1

You may contact us using the means specified on our website.

### 8-2

You agree that we may communicate with you via email, telephone, electronic platforms, or any other communication methods.

### 8-3

We will use the contact details you have provided to us, and you must promptly notify us of any changes.

### 8-4

Electronic communications shall be binding as if executed in writing.

### 8-5

You agree to the recording of telephone calls and any other communications.

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## 9. Complaints Procedures

### 9-1

We maintain internal procedures for handling complaints in a fair and prompt manner.

### 9-2

We will acknowledge receipt of your complaint within five (5) business days from the date of receipt.

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## Section 2 – Opening and Managing Your Account

## 10. Opening an Account

### 10-1

You may not open an account with us unless you have successfully completed the application process.

### 10-2

We will require you to provide information and documentation necessary to verify your identity and comply with Know Your Customer (KYC) and Anti-Money Laundering (AML) requirements.

### 10-3

We reserve the right, at our absolute discretion, to reject any application to open an account.

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#### **10-4**

If we are unable to verify your identity, we may immediately suspend or terminate your account.

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### **11. Appropriateness Assessment**

#### **11-1**

Subject to applicable regulations, we do not assess whether the products and services we provide are appropriate for you.

#### **11-2**

You acknowledge and agree that you will obtain independent advice, where necessary, to assess whether the products and services are appropriate for you, and that we shall not be liable for any losses arising from any error, omission, inaccuracy, or inconsistency in the information you have provided.

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### **12. Provision of Information**

#### **12-1**

You agree to promptly provide, upon our request, any information or documents we may require under applicable regulations or our internal policies and procedures, whether before opening an account or at any later time, including KYC and customer due diligence checks or updates.

#### **12-2**

If any information or documentation you have provided becomes inaccurate or misleading, you must provide updated information or documentation as soon as possible.

#### **12-3**

All information and documentation you provide must be true, complete, and not misleading. If you fail to provide requested information or provide false, incomplete, or misleading information, we may refuse to open an account or, if you already have an account, suspend, freeze, or close it at our absolute discretion, without liability for any resulting losses.

#### **12-4**

You acknowledge and agree that we may engage third parties to verify the accuracy of any information you provide.

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### **Section 3 – Account Security and Suspension**

#### **13. Account Security**

##### **13-1**

You agree to maintain the security and confidentiality of all security information relating to your account, including passwords and authentication methods.

##### **13-2**

If you allow any third party to access or control your account, you do so at your own risk, and we shall not be liable for any acts or decisions of such third party.

##### **13-3**

If you are an entity, you may appoint one or more authorized persons to access or control your account, provided that you remain fully responsible for their actions. You must ensure that authorized persons do not disclose security information to any other person and must provide us with their details and any changes thereto, together with any information or documents we request in relation to them.

##### **13-4**

You agree that we are not required to inquire into or verify the authority of any person executing any order, transaction, decision, or other activity on your account, and we may assume that all orders and activities carried out via your account are executed by you or duly authorized persons, without any obligation to verify, while reserving the right to restrict access for security or legal reasons where we deem it necessary.

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### **14. Suspension of Your Account**

#### **14-1**

Where we reasonably believe that you (or any other person) have engaged, or may engage, in unlawful, unfair, or abusive activity, including market abuse, we may immediately suspend your account for the purpose of investigation.

#### **14-2**

Account suspension may include restricting your ability to access the account, trade, deposit or withdraw funds, or imposing any other restrictions we deem necessary at our absolute discretion.

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## Section 4 – Our Services

### 15. Execution-Only Services

#### 15-1

We may provide execution-only services, including transmitting your orders or acting as agent on your behalf or as matched principal or otherwise, solely for the purpose of executing transactions.

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### 16. No Investment Advice or Personal Recommendation

#### 16-1

We deal with you on an execution-only basis and do not provide:

- (a) advice on the merits of any transaction or trade;
- (b) personal recommendations regarding any transaction; or
- (c) investment, legal, regulatory, accounting, tax, or any other form of advice.

#### 16-2

You acknowledge that when issuing any order or entering into any transaction with us, you have made your own independent assessment of the risks of the transaction or investment and agree that you will not rely on any opinion, research, or analysis issued or published by us or our affiliates as advice or a recommendation.

#### 16-3

We may, at our absolute discretion, provide general information relating to procedures, risks, market conditions, or our products and services, provided such information does not constitute advice or a recommendation.

#### 16-4

When providing any information, you acknowledge and agree that the provision of information is incidental and does not constitute advice, and that we make no representation as to the accuracy, completeness, or timeliness of such information.

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### 17. No Discretionary Management Services

#### 17-1

We do not provide portfolio management or discretionary management services.

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## **18. No Fiduciary Duty**

### **18-1**

Unless otherwise agreed in writing, the provision of any service to you does not give rise to any fiduciary or equitable duty on our part or on the part of our affiliates or employees, and no agency, partnership, or joint venture relationship is created between you and us.

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## **19. Introducing Broker**

### **19-1**

If you are introduced to us by a third party ("Introducing Broker"), you acknowledge and agree that our responsibility is limited to providing execution-only services, and that we accept no responsibility for any conduct, statement, advice, recommendation, or representation made by the Introducing Broker. We do not verify the legal or regulatory status of the Introducing Broker, and unless we confirm otherwise in writing, the Introducing Broker is independent and not our agent or employee.

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## **Section 5 – Quotes and Pricing**

## **20. Quotes and Orders**

### **20-1**

You may open or close a position with us by issuing a "buy" or "sell" order at the prices we quote to you.

### **20-2**

All quotes are indicative only and do not constitute a binding offer to enter into a transaction. Quotes may change prior to our acceptance and execution of your order.

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## **21. Quotes**

### **21-1**

Pricing methodology depends on the product. Our Order Execution Policy and further product-specific information are set out in the relevant appendix.

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## **21-2**

A quoted price is valid only at the time it is quoted and is subject to change. Spreads and the cost of opening or closing a position may vary depending on prevailing market conditions and available liquidity.

## **21-3**

You are responsible for ensuring that you understand the risks of market movements and price slippage before issuing any order.

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## **22. Market Movements and Slippage**

### **22-1**

Market conditions may change between the time a price is quoted and the time an order is executed. Such changes may be in your favor or against you. Orders are executed at the prevailing price at the time of execution, subject to available liquidity.

### **22-2**

Prices quoted from time to time by other liquidity providers or third parties do not apply to trading between you and us.

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## **23. Manifest Error and Latency Trading**

### **23-1**

Pricing errors or technical errors may occur from time to time. We reserve the right, at our reasonable discretion, to cancel or amend any order or transaction that we believe involves a manifest error.

### **23-2**

In determining whether an error is a manifest error, we may take into account prevailing market conditions, the source of the price, and any other relevant information at the time of the error.

### **23-3**

If we reasonably believe that you have exploited latency, system delays, or any technical malfunction, we may cancel the relevant transactions, return deposited funds only after deducting any prior withdrawals, and may close your account.

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#### **23-4**

Unless there has been fraud or gross negligence on our part, we shall not be liable for any losses arising from the exercise of our rights under this clause.

### **Section 6 - Orders and Instructions**

#### **24. Issuing Orders**

##### **24-1**

You may issue orders through the relevant platform unless we notify you of an alternative method.

##### **24-2**

No position shall be opened or closed unless and until we receive and accept the order. We shall not be liable for any losses arising from delays in receiving orders or from the rejection of orders.

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#### **25. Cancellation or Amendment of Orders**

##### **25-1**

You may cancel or amend your orders prior to execution, subject to platform functionality and market conditions.

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#### **26. Authority to Execute**

##### **26-1**

You agree that we may act upon any orders, instructions, or communications issued by you or reasonably understood to be issued by you or by an authorized person, without any obligation to verify their authenticity or authority.

##### **26-2**

You shall be fully responsible for any losses or liabilities arising from the execution of such orders or instructions.

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#### **27. Rejection of Orders**

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## **27-1**

If we reject any order, we are not obliged to provide reasons and shall not be liable for any losses arising from such rejection.

## **27-2**

You agree that we shall not be liable for any losses resulting from the rejection of orders or delays in notifying you thereof.

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## **28. Closing a Position After Acceptance**

### **28-1**

If we accept an order and subsequently determine that the order or transaction breaches these Terms, applicable regulations, or our policies, we may close the position at the prevailing price or treat it as void *ab initio*, at our absolute discretion.

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## **29. Pre-Trade Controls**

### **29-1**

We may, at our absolute discretion, impose limits or controls prior to order execution, which may include, without limitation:

- (a) margin requirement controls;
- (b) overall exposure limits;
- (c) price limits at which orders may be submitted;
- (d) verification that an order is issued by you;
- (e) order size and value limits; and
- (f) limits on the number and size of open positions.

### **29-2**

If you fail to comply with any such controls, we may require you to close open positions, close them on your behalf, or prevent you from opening new positions, and we shall not be liable for any resulting losses.

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## **29-3 Prohibited Trading Strategies and Risk Management**

Without prejudice to any of our other rights under these Terms, we may, at our absolute discretion, determine that any trading strategy or pattern of behavior in your account is

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abusive, inappropriate, or detrimental to our business model, risk management, or liquidity providers, whether or not such strategy is expressly mentioned in these Terms.

This includes, without limitation, strategies that exploit:

- (a) latency, price delays, spreads, or pricing errors;
- (b) technical or operational infrastructure of platforms or liquidity providers;
- (c) abnormal market volatility or news events in an abusive manner;
- (d) high-frequency, automated, or repetitive trading patterns; or
- (e) strategies resulting in toxic flow or unbalanced risk.

Where we determine, at our absolute discretion, that your trading strategy falls within the above, we may take any action we deem appropriate for risk management purposes, including, without limitation:

- imposing trading or account restrictions;
- amending execution or margin conditions;
- cancelling or closing some or all positions; and/or
- suspending or terminating the account,

without any such action constituting a breach on our part or a violation of any contractual obligation.

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## **30. Market or Liquidity Provider Decisions**

### **30-1**

Where any market, liquidity provider, or regulatory authority takes any action affecting a transaction, we may take any action we deem necessary or appropriate to mitigate any potential losses that you or we may incur.

### **30-2**

You agree to comply with any action we take pursuant to this clause.

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## **Section 7 – Execution and Account Operation**

### **31. Execution and Handling of Orders**

#### **31-1**

We will use reasonable efforts to execute orders promptly upon acceptance; however, we do not guarantee execution at the quoted price or within any specific timeframe. Execution is subject to prevailing market conditions and available liquidity.

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### **31-2**

We are not required to execute any order received outside trading hours unless the relevant market or underlying market is open.

### **31-3**

We comply with our Order Execution Policy, available on our website, which forms an integral part of these Terms. By issuing an order, you confirm that you have reviewed and accepted this policy.

---

## **32. Aggregation of Orders**

### **32-1**

We may aggregate your orders with orders of other clients for execution as a single order. Aggregation may result in you receiving a less favorable price or priority.

### **32-2**

Our Order Execution Policy sets out the arrangements for order aggregation, fair allocation, and partial execution.

---

## **33. Statements**

### **33-1**

We will provide you with periodic statements detailing open or closed transactions during the relevant period via the platform or other electronic means.

### **33-2**

You are responsible for promptly notifying us if you do not receive a statement or if there is any error therein. Statements shall be final and binding unless we receive a written objection within three (3) business days of receipt.

### **33-3**

If an objection is submitted, we will investigate in accordance with our complaints procedures, and our decision shall be final and binding.

---

## **Section 8 – Margin Trading and Leverage**

## **34. Balance and Equity**

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### **34-1**

Balance is the total cash funds deposited in your account plus any realized profits or losses.

### **34-2**

Equity is the balance plus any unrealized profits or losses arising from open positions.

---

## **35. Margin and Free Margin**

### **35-1**

Margin is the portion of equity required to open or maintain a position and cannot be used to open another position or be withdrawn.

### **35-2**

Free margin is the remaining equity available after margin is reserved and may be used to open new positions or withdrawn in accordance with these Terms.

---

## **36. Margin Trading and Leverage Ratio**

### **36-1**

Certain products we offer are subject to leverage.

### **36-2**

We determine the maximum leverage for each product at our discretion and may amend it from time to time.

### **36-3**

Margin trading involves high risk and may result in losses exceeding the initial deposit.

---

## **37. Margin Call**

### **37-1**

This clause does not apply to fully paid transactions.

### **37-2**

You must ensure that sufficient equity is maintained in your account at all times to meet margin requirements for open positions.

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### **37-3**

If equity falls below the required margin level, you must immediately deposit additional funds and/or close open positions to restore sufficient equity.

### **37-4**

We may, at our discretion, issue a margin call via telephone, email, or the platform, without being obliged to do so.

---

## **38. Automatic Close-Out**

### **38-1**

Margin level is calculated by dividing equity by margin ("Margin Level").

### **38-2**

If the Margin Level falls to or below the level specified by us or required by applicable regulations, some or all open positions will be automatically closed to ensure sufficient equity to meet margin requirements.

### **38-3**

We are not obliged to notify you prior to automatic close-out. You acknowledge and agree that the risk management system may sequentially close all open positions.

### **38-4**

With respect to hedged or fully paid positions, additional margin may be required, and the account may be subject to automatic close-out or close-out under other provisions if equity falls below zero.

## **Section 9 – Electronic Trading Services**

### **39. Access to and Use of Electronic Trading Services**

#### **39-1**

We may permit you to access and use electronic trading services in accordance with these Terms.

#### **39-2**

Electronic trading services are provided for your personal use only. You may not transfer, sell, or lease such services to any third party without our prior written consent.

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#### **39-3**

You are fully responsible for providing the means of access and for any technical errors or failures relating thereto.

#### **39-4**

You are fully responsible for all orders issued by you or on your behalf through electronic trading services and for any transactions resulting therefrom.

---

### **40. Suspension, Termination, or Modification of Electronic Trading Services**

#### **40-1**

We may suspend, terminate, or modify any electronic trading services, in whole or in part, on a temporary or permanent basis, with or without prior notice, for operational, technical, legal, or regulatory reasons.

#### **40-2**

We may, without notice and with immediate effect, suspend or terminate your access to electronic trading services or modify the nature or components of the service or the restrictions imposed thereon whenever we deem it necessary, including where you breach the Agreement, a Default Event occurs, for your protection or ours, system maintenance, system or network errors, market or underlying market disruption, clearing house disruption, or for any other reasons we deem appropriate acting in good faith.

#### **40-3**

Your access to electronic trading services may be automatically revoked upon termination of these Terms or upon the revocation of any license relating to the provision of such services or to comply with applicable regulations.

#### **40-4**

Upon revocation of your access to electronic trading services for any reason, you must return or destroy all software, documents, or copies provided to you in connection with such services.

---

### **41. Third-Party Electronic Trading Services**

#### **41-1**

We may provide you with electronic trading services supplied by a third party pursuant to a license or agreement with that party.

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#### **41-2**

You agree to comply with any additional terms or restrictions imposed by the third party and assume full responsibility for your use of such services.

#### **41-3**

We shall not be liable for the performance, reliability, or availability of any third-party electronic trading services.

---

### **42. Usage Standards**

#### **42-1**

When using electronic trading services, you undertake to:

- (a) not use any unauthorized automated programs, algorithms, or techniques;
- (b) maintain your access credentials in a secure and appropriate manner;
- (c) promptly notify us of any unauthorized access or use or any security breach; and
- (d) not manipulate or abuse systems, prices, or data.

#### **42-2**

We may impose additional technical or operational requirements from time to time, and you must comply with them.

---

### **Section 10 – Client Money**

### **43. Client Money Requirements**

#### **43-1**

Unless otherwise stated, we will treat money received from you or held on your behalf as client money in accordance with applicable regulations.

#### **43-2**

We may deposit client money with banks, financial institutions, or third parties, and we shall not be liable for the insolvency or default of any such entities.

#### **43-3**

You acknowledge and agree that, unless otherwise agreed in writing, you are not entitled to any interest or profits arising from client money held.

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#### **44. Cessation of Treatment as Client Money**

##### **44-1**

When any amounts become due and payable to us, we may cease to treat such amounts as client money and use them to discharge your obligations in accordance with applicable regulations.

---

#### **45. Transfer of Business**

##### **45-1**

You agree that we may transfer our business or any part thereof, including the transfer of client money balances, to another entity in accordance with applicable regulations.

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#### **Section 11 – Costs and Charges**

#### **46. Costs and Charges**

##### **46-1**

Details of costs and charges relating to our services are published on our website or through other means we deem appropriate at our absolute discretion.

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#### **Section 12 – Payments, Deposits, Withdrawals, Interest, Transfers, Currencies, and Accounts**

#### **47. Payments**

##### **47-1**

Unless otherwise agreed, all payments due to us shall be payable immediately upon demand.

##### **47-2**

You must pay all amounts due without any deduction or withholding and in the currency we specify from time to time.

---

#### **48. Deposits and Withdrawals**

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**48-1**

You may deposit funds into your account or withdraw funds therefrom via multiple methods and through various payment service providers.

**48-2**

If you owe us any amount, we reserve the right to deduct such amount from any deposit or withdrawal request.

**48-3**

Deposit and withdrawal requests will be processed as soon as practicable. We shall not be liable for delays caused by verification checks, payment service providers, or technical reasons.

**48-4**

Deposits and withdrawals may be coordinated, facilitated, or processed by our affiliates.

**48-5**

We do not accept third-party deposits, and withdrawals shall be returned to the original source of deposit in accordance with our policies.

**48-6**

Deposits or withdrawals may be subject to fees imposed by banks, debit or credit card issuers, payment service providers, or us, and such fees shall be payable when due.

**48-7**

If you deposit funds using multiple sources and subsequently request a withdrawal, we may return funds to the original deposit source in the same currency used, unless applicable regulations require otherwise.

**48-8**

You may withdraw available free margin. If free margin is insufficient at the time of processing, the withdrawal request will be rejected.

**48-9**

If you wish to withdraw the full account balance, you must close all open positions.

**48-10**

If we are unable to verify payment details or suspect fraud, money laundering, or any unlawful activity, we may reject the request, suspend the account, or take any other action we deem appropriate.

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## **Section 13 – Regulatory Reporting**

### **52. Regulatory Reporting**

#### **52-1**

You agree that we may disclose information relating to you and your transactions to regulatory authorities or markets where such disclosure is required or permitted.

#### **52-2**

You undertake to provide us with all information we request for the purpose of complying with applicable regulations.

---

## **53. No Reporting on Your Behalf**

#### **53-1**

Unless otherwise agreed in writing, we are not obliged to submit any reports on your behalf, and you remain solely responsible for your own reporting obligations.

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## **Section 14 – Conflicts of Interest**

### **54. Conflicts of Interest**

#### **54-1**

Conflicts of interest may arise between you and us, or between you and other clients, intermediaries, or related parties.

#### **54-2**

We follow our Conflict of Interest Policy to identify, prevent, or manage such conflicts, and this policy forms an integral part of these Terms.

---

## **Section 15 – Representations and Undertakings**

### **55. Representations and Undertakings**

#### **55-1**

You represent and warrant that you have full legal capacity to enter into this Agreement and to comply with all of its provisions.

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#### **55-2**

You represent that all information and data you have provided or will provide to us is true, complete, and not misleading.

#### **55-3**

You undertake to comply with all applicable laws, regulations, and rules relating to your use of our services.

#### **55-4**

You undertake to use our services in good faith and not to misuse them or exploit any technical or regulatory loopholes.

---

### **Section 16 – Default, Termination, and Death**

#### **59. Events of Default**

##### **59-1**

Any of the following shall constitute an event of default, including but not limited to:

- (a) your failure to meet any of your financial or contractual obligations;
- (b) provision of false or misleading information;
- (c) breach of any material provision of these Terms;
- (d) your bankruptcy, liquidation, or financial insolvency; or
- (e) your use of the services in an unlawful manner or in breach of applicable regulations.

---

#### **60. Our Rights Upon Default**

##### **60-1**

Upon the occurrence of an event of default in relation to you or your account, we may, without prior notice, take one or more of the following actions:

- (a) close, cancel, or reverse all or part of your open positions, in whole or in part;
- (b) cancel any outstanding orders or refuse to execute new orders;
- (c) amend margin requirements or reduce exposure;
- (d) convert any balances in your account into another currency;
- (e) exercise rights of set-off and retain any funds or assets to cover amounts due to us;
- (f) close all or any of your accounts;
- (g) take or refrain from taking any action we deem appropriate to comply with applicable regulations;

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- (h) take any action necessary to cover or reduce any losses or liabilities incurred by us; and
- (i) terminate these Terms immediately.

## **60-2**

Following an event of default, we may, at our discretion, refrain from taking any of the actions set out in clause 60-1 and allow you to continue trading, with or without additional limits or restrictions, and permit some or all open positions to remain open. You acknowledge and agree that, in such circumstances, you may incur further losses.

## **60-3**

We are not obliged to make any payment or perform any delivery under any transaction or withdrawal request in respect of all or part of the equity in your account for so long as an event of default or potential event of default has occurred and is continuing.

---

## **61. No Waiver**

Failure or delay by us in exercising any of our rights or remedies under clause 60 shall not constitute a waiver of such rights or remedies, nor shall any single or partial exercise of any right or remedy prevent any further exercise of that or any other right or remedy.

Any action taken or not taken by us in relation to any transaction at any time after an event of default (whether or not we were aware of such event) shall be without prejudice to our right to take or refrain from taking similar or different action at any later time, and shall not constitute a waiver of such rights or remedies.

---

## **62. Termination of These Terms**

### **62-1**

Unless otherwise required by applicable regulations, and without prejudice to clauses (10-4), (13-5-1)(d), (51-14)(b), or (60-1)(i), either you or we may terminate these Terms (and the relationship between us) without cause by giving five (5) days' prior written notice.

### **62-2**

You undertake to close all open positions in your account prior to the effective termination date and agree that we shall not be liable for any losses you may incur as a result of any actions we may need to take in connection with such termination.

### **62-3**

Upon termination of these Terms:

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(a) if you fail to act in accordance with clause 62-2, any remaining open positions in your account will be closed without further notice, and we shall not be liable for any resulting losses;

(b) without prejudice to any other right of set-off under these Terms, all amounts due to us shall become immediately payable, including:

1. fees, interest, and commissions due;
2. transaction-related expenses incurred;
3. any losses or expenses arising from the closing of any position; and
4. any other outstanding amounts not yet paid.

#### **62-4**

Upon termination of these Terms, we will cease providing you with services and deny you access to the trading platforms.

#### **62-5**

Termination of these Terms shall not affect any rights or obligations of either party that arose prior to the termination date and shall remain in force until all obligations are fully performed.

---

### **63. Death**

Upon being notified of and receiving official confirmation of your death issued by the competent authority in your country of residence, we will close all open positions in your account.

Thereafter, we will transfer the balance, after deducting relevant costs, in accordance with our payment terms and as we determine. If, for any reason, we are unable to transfer the balance, we will retain the funds until an official decision is issued by the competent authority specifying the recipient of the funds.

---

### **Section 17 – Limitation of Liability and Indemnities**

#### **64. Limitation of Liability**

##### **64-1**

Neither we nor our affiliates, directors, officers, employees, agents, or representatives shall  
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be liable for any losses, whether arising from negligence, breach of contract, misrepresentation, or otherwise, unless such losses result from our gross negligence or fraud.

#### **64-2**

Under no circumstances shall we be liable for any indirect, consequential, or special losses, including loss of profits, reputation, or business opportunity.

#### **64-3**

Without limiting the foregoing, we accept no liability for:

- (a) any accounting consequences or adverse outcomes of any transaction;
- (b) any delay or change in the execution of any transaction;
- (c) any inaccuracy or errors in information provided by third parties; or
- (d) any failure or delay beyond our reasonable control, including technical failures or force majeure events.

---

### **55. Limitation of Liability in Relation to Electronic Trading Services**

The provisions of this clause apply in addition to any other limitations or exclusions of our liability set out in these Terms.

---

### **66. Indemnity**

You undertake to fully indemnify us against any losses, damages, costs, claims, or expenses (including legal fees) incurred by us as a result of:

- (a) any transaction or dealing in your account;
- (b) any false or misleading information provided by you;
- (c) any breach by you of these Terms; or
- (d) the enforcement of our rights under these Terms.

---

### **67. Corporate Actions (Adjustments to Orders and Transactions)**

#### **67-1**

If any product (including CFDs) or the underlying financial instrument is subject to a corporate action, we may take any action we reasonably deem appropriate, including opening or closing positions, cancelling orders, or making any appropriate adjustment to

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the size, value, or number of your orders or transactions relating to such product, in order to:

- (a) reflect the economic effect of the rights and obligations of the parties in respect of the transaction prior to the corporate action; and
- (b) mitigate or prevent the repetition of the economic effect of the corporate action.

#### **67-2**

Any adjustment or action taken by us pursuant to this clause may give rise to tax liabilities on your part, and you shall be solely responsible for satisfying such liabilities.

#### **67-3**

Any adjustment or action taken by us pursuant to this clause shall be final and binding on you, shall take effect on the date determined by us, and may be applied retroactively.

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### **Section 18 – Data Protection**

#### **68. Data Protection**

##### **68-1**

Applicable regulations may impose requirements on persons who process personal data, and we undertake to comply with such requirements where applicable.

##### **68-2**

We may only process personal data provided to us for the purposes of performing these Terms or for purposes related to the services we provide to you.

##### **68-3**

You expressly acknowledge and authorize us to obtain, process, disclose, and transfer your personal data (as well as the personal data of any persons about whom you provide us with information) to our affiliates, third parties, or to other jurisdictions, even if such jurisdictions do not provide the same level of data protection.

##### **68-4**

For further details regarding how we process your personal data and your related rights, please refer to our Privacy Policy published on our website.

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### **Section 19 – Miscellaneous Provisions**

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## 69. Language

These Terms are provided in Arabic. Where translated into another language, the translation is provided for information purposes only, and the Arabic text shall prevail in the event of any inconsistency.

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## 70. Notices

### 70-1

All notices under these Terms must be in writing and may be delivered by electronic means, including email or via the trading platform.

### 70-2

A notice shall be deemed to have been given:

- (a) if sent by registered mail, five (5) days after the date of posting; or
- (b) if sent by email, one (1) hour after transmission during business hours, unless a non-delivery notification is received.

### 70-3

You must promptly notify us of any change to your email address.

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## 71. Our Rights and Remedies

The rights and remedies set out in these Terms are cumulative and do not exclude any other rights or remedies available to us under applicable regulations or law.

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## 72. Force Majeure

### 72-1

If a force majeure event or extraordinary event occurs, we may take any action we deem appropriate without incurring any liability, including:

- (a) requesting additional margin;
- (b) restricting or cancelling orders;
- (c) closing open positions;
- (d) amending trading hours; or
- (e) cancelling or voiding affected orders or transactions.

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## 72-2

Extraordinary events include, without limitation, war, natural disasters, pandemics, strikes, system failures, market closures, or any other events beyond our reasonable control.

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## 73. Amendments

### 73-1

We may amend these Terms from time to time. The amended version will be published on our website or notified to you. Your continued use of the services constitutes acceptance of such amendments.

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## 74. Survival of Provisions

Provisions which by their nature are intended to survive termination of these Terms shall remain in force until all obligations have been fully performed.

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## 75. Policies

All applicable policies form an integral part of these Terms, and by agreeing to these Terms you acknowledge that you have read, understood, and accepted such policies.

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## 76. Joint and Several Liability

Where the client consists of more than one person, their liability under these Terms shall be joint and several.

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## 77. Assignment

You may not assign any of your rights or obligations under these Terms without our prior written consent. We may assign our rights without your consent.

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## 78. Confidentiality

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We treat all information relating to you and your account as confidential and may disclose such information only in circumstances permitted under these Terms or applicable regulations.

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## **79. Right of Set-Off**

To the extent permitted, we may set off any amounts due to us against any funds or assets held for you, including by closing open positions.

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## **80. Severability**

### **80-1**

If any provision of these Terms is held to be illegal, invalid, or unenforceable by any court or competent authority, such provision shall be severed and shall not affect the legality, validity, or enforceability of the remaining provisions of these Terms.

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## **81. Recording and Monitoring of Communications**

### **81-1**

We may record and monitor all communications between you and us, including telephone calls and electronic communications, for compliance, training, quality assurance, or evidentiary purposes.

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## **82. Our Records**

### **82-1**

Our records shall constitute conclusive evidence of your transactions and dealings with us, unless proven otherwise.

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## **83. Your Records**

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### **83-1**

You undertake to keep adequate and accurate records of orders and transactions in accordance with applicable regulations.

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## **84. Cooperation in Legal Proceedings**

### **84-1**

You undertake to cooperate with us in any investigations, audits, or legal or regulatory proceedings relating to your account or transactions.

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## **85. Entire Agreement**

### **85-1**

These Terms constitute the entire agreement between you and us and supersede any prior agreements, arrangements, or understandings relating to the same subject matter.

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## **86. Governing Law**

### **86-1**

This Agreement shall be governed by the law applicable based on the client's place of residence or geographic location, and on a default basis, where no mandatory provision applies, the governing law shall be the law of **Georgia**.

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## **87. Jurisdiction**

### **87-1**

Any disputes arising out of or in connection with these Terms shall be subject to the jurisdiction in accordance with the applicable governing law.

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## **88. Interpretation and Definitions**

### **88-1**

Terms used in these Terms shall be interpreted in accordance with the definitions provided,

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and the singular shall include the plural and vice versa unless the context requires otherwise.

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