



SAVEXA

JANUARY 2025

Client Agreement



Savexa

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DEFINITIONS

“**Account**” means an account registered with us via the Site for use of the Services.

“**Abusive Trading**” shall mean the following actions, but not limited to, pip-hunting, scalping, arbitrage, manipulations, a combination of faster/sloth Company feeds, violation of the Client’s obligations.

“**Account Credentials**” shall mean a unique username and password used by the Client to access and use the Trading Platform.

“**Affiliate**” shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and “control” means the power to direct or the presence of ground to manage the affairs of the Company or entity.

“**Authorized Person**” shall mean the Client or any of the Client’s officers, partners, principals or employees.

“**Applicable Regulations**” shall mean any rules of a relevant regulatory authority having powers over the Company and any laws which are applicable on the Company.

“**AML**” means anti-money laundering and terrorism financing;

“**Agreement**” Means the general terms and conditions including all documents and information, incorporated into the Agreement by reference, as described in the Agreement;

“**Base Currency**” shall mean in an FX Contract the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

“**Buy**” shall mean a Transaction in FX and CFD that is opened by offering to buy a specific number of a certain Underlying Asset and may also in the Company’s dealings with the Client in FX and CFDs, be referred to as a “long” or “Long Position”.

“**Customer**”, “**the Client**”, “**the Client**” means the customer using the Services or the Site;

“**Contract for Difference or CFD**” shall mean the Financial Instrument which is a contract between the parties (typically described as “buyer” and “seller”), stipulating that the seller will pay to the buyer the difference between the current value of an Underlying Asset and its value at a future time; if the difference is negative, then the buyer pays instead to the seller.

“**Custody account**” shall mean an account in the books of the Company in which the Company records Securities held in safe custody on behalf of the Client.

“**Custody Assets**” shall mean assets held in the Custody Account on behalf of the Client, which are arranged to be held in safe custody.

“**Difference**” shall mean in an FX and CFD the difference in price upon the opening of a Transaction and the closing of such Transaction.

“**Effective Date**” shall mean the date upon which the Client download or obtain a copy of the Trading Platform, by any means whatsoever.

“**Expiry Date**” shall mean the date set specified on the Trading Platform with respect to certain Underlying Asset upon which any open Transaction for such Underlying Asset shall expire automatically.

“Financial Data” shall mean any financial and market data, price quotes, news, analyst opinions, research reports, signals, graphs or any other data or information whatsoever available through the Trading Platform.

“Financial Institution” shall mean banks, financial institutions, brokers or other trading organizations.

“Financial Instrument” shall mean the Financial Instruments of CFDs.

“Force Majeure Events” means any event beyond the Company’s reasonable control, including but not limited to flood, extraordinary the Company other conditions, earthquake, or other act of God, fire, war, insurrection, riot, Company’s dispute, accident, action of government, communications, of the Company failure, or equipment or software malfunction or any other cause beyond the Company’s reasonable control (each, a "Force Majeure Event");

“Initial Margin” shall mean the minimum amount of money required in the Client Trading Account in order to open a Transaction, as specified on the Trading Platform from time to time for each specific Underlying Asset.

“Intellectual Property Rights” shall mean patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all other rights or forms of protection having equivalent or similar effect anywhere in the world.

“Person” includes an individual, association, partnership, corporation, other body corporate, trust, and any form of legal organization or entity;

“Prohibited Jurisdictions” means any country:

- i. which is subject to international sanctions; or
- ii. where Virtual Currency or blockchain technology are prohibited, or the Platform does not meet the legal requirements of the country;
- iii. not included in the list of the Supported Countries. A Prohibited jurisdiction will include the specific country and all of its states, territories in or under the laws of the country;

“Prohibited Use” means any use of the Platform or Services in any way connected with, related to or constituting:

- i. unlawful activity, i.e. violation of any law, statute, ordinance, or regulation;
- ii. abusive activity, i.e. actions that impose an unreasonable or disproportionately large load on the Company’s infrastructure, e.g. facilitate viruses or other computer programming routines that attempt to or may in any way damage or disrupt the Company’s Services, use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Company’s Services or to extract data;
- iii. abuse of other users, i.e. acting in a defamatory, trade libellous, threatening or harassing manner that can result in an infringement of another user's legal rights;
- iv. fraud involving the Company, the Company’s users or any other third party;
- v. abuse of the Company’s support, compliance and other employees with whom the Client may come into contact, i.e. acting in a defamatory, threatening or harassing manner, as well as bribery of and abuse of personal relationship with the Company’s employees;
- vi. intellectual property infringement, i.e. violation of any copyright, trademark, right of publicity or privacy or any other proprietary right under the law;

“Prohibited Activity” means activities conducted by any Person relating to:

- i. counterfeit or unauthorized goods; counterfeit or unauthorized goods;
- ii. regulated products and services;

- iii. adult content and services;
- iv. drugs and drug paraphernalia, including pseudo-pharmaceuticals and substances designed to mimic illegal drugs;
- v. shell banks and shell companies;
- vi. companies and institutions operating without a mandatory license;
- vii. multi-level marketing;
- viii. unfair, predatory or deceptive practices;
- ix. other prohibited activities as defined by the Company, including but not limited to facilitating transactions to/from darknet markets.

“**Services**” means any of the services, functions or features both collectively and individually offered on the Site;

“**Site**” or “**Platform**” mean the website <https://savexa.com/>, the Company’s mobile apps or application programming interfaces (“**API**”), where Services are available. Under this definition also falls any associated websites, which are relevant to the provision of Services;

PREAMBLE

This Client Agreement (hereinafter referred to as the “**Agreement**”), as amended from time to time, is entered by and between Trade Tide Ltd (hereinafter referred to as the “**Company**”, “**the Company**” or “**us**”) on the one part of the and the Client who has completed the Account Opening Application Form and has been accepted by the Company as a Client (hereinafter referred to as “**Client**”, “**the Client**” or “**the Client**”) on the other part.

Trade Tide Ltd (hereinafter referred to as the “**Company**”), is incorporated and registered in Comoros Union, with registration No. HT00324038. The Company’s registered address is located at Bonovo Road, Fomboni, Island of Moheli, Comoros Union. The Company is authorized and regulated by the Mwali International Services Authority as an International Brokerage and Clearing House with license number BFX2024065.

The Company owns and operates the domain www.savexa.com under the trading name Savexa.

OBJECTIVE

The terms of business between the Client and the Company are established in the agreement.

The Client acknowledges, accepts, and agrees to be bound by the terms of the agreement by using, accessing, or attempting to use the services in any way. Do not utilize or access the services if the Client disagrees.

Any of the terms and conditions stated in the Agreement and its policies or rules governing the website and/or the services offered may be changed, amended, updated, deleted, or added to at any time by the Company, in its sole and absolute discretion. The Client shall be informed of any modifications to the Agreement that have an impact via the Company’s website or by email or account notice, among other methods.

The Client is exclusively responsible for adhering to and recognizing the requirements, as well as being in compliance with, the laws and regulations of the Client’s jurisdiction and any other laws or regulations that may be relevant to the Client; the Company is not legally obligated to do so.

In jurisdictions where either all or part of the Company's services would violate local laws or regulations, the Company does not distribute or direct its services to any residents. Clients are subjected to the risk of losing their account and the money in it if they are not in compliance with the legislation that forbid them from using the Company's services by virtue of their jurisdiction.

The Client confirms that they have reviewed, understood, and accepted all of the terms and conditions in the Agreement as well as all of the Policies and Procedures available on the Company's website, which are integral part of the Agreement, by registering to use an account through the Company's domain or any of the Company's associated websites, application programming interfaces (henceforth referred to as "**APIs**"), or mobile applications (collectively referred to as the "**Site**").

The Client may not be able to use all or some of the Company's services, depending on their jurisdiction and the laws that apply. In addition to restricting or refusing to provide its services to specific nations and jurisdictions, the Company retains complete discretion over which markets and jurisdictions it chooses to operate in. The Client's account will provide access to the services that are offered to them.

You are required to refrain from using the Site and/or Services if doing so is illegal in your country, regardless of whether you are a citizen, resident, or tax resident.

The Company may, at its sole and absolute discretion, change, modify, remove, or discontinue (temporarily or permanently) the use of its website, any part or all of the services, functions, and related information from the website, without providing a reason. The Clients agree that the Company will not be held responsible for any such change, modification, removal, or termination.

REGISTRATION

To utilize the services of the Company, the Client must first register through the Company's website and then open an account, which requires the Client to fill out an account registration form. The Client's full name, nationality, date of birth, identity number (from a government-issued identity document), legitimate residential address, valid email address, and mobile number are among the details they must provide throughout the account registration process. Additionally, the Client must agree to the Company's terms and conditions upon registration.

The Client agrees to provide any information the Company may think essential for identity verification when they register for an account. This data is used to detect financial crimes such as fraud, money laundering, and financing of terrorism. In compliance with its privacy policy, the Company will gather, use, and disclose this information where it is deemed necessary.

When creating an account, the Client promises to provide us with correct and complete information. They also undertake to update any information provided to us as soon as possible to ensure that it is always true and complete. Any losses resulting from the submission of inaccurate or invalid data are the Client's responsibility.

In accordance with applicable regulations, information submitted during the registration process and throughout the Client's contact with the Company will be kept on file for at least five (5) years after the Company formally ends the Client's relationship.

The Client may be granted restricted access to the Company's services after successfully completing the registration process. In certain cases, the Client will be asked to complete the account verification process right away in accordance with the Company's internal regulations.

VERIFICATION

Government-issued identification and/or a passport, proof of current residence address are just a few examples of the requested identity verification documents and information.

By registering to open an account, the Client gives the Company permission to, directly or through third parties, conduct any investigations deemed necessary to confirm the Client's identity, prevent fraud, detect money laundering, finance terrorism, or any other financial crime. These investigations may include, but are not limited to, reviewing identity information found in public reports (such as the Client's name, address, previous addresses, or date of birth), reviewing account information related to the Client's linked bank account (such as the name or account balance), or reviewing any other information that may be required by applicable regulations. Based on the findings of these reports and examinations, the Client may take any necessary action. Account suspension for the Client will be justified if they do not meet the standards outlined in the provisions of this Client Agreement.

The Client shall furnish us with all necessary documents and information throughout the registration process and at any point thereafter upon request from the Company, in the manner and within the time frame stipulated by the Company, at the Client's own cost. The Client is responsible for ensuring that all of the information or documents they submit are accurate, complete, truthful, and up to date.

The Client agrees and understands that it is their responsibility to keep all information provided updated and to promptly notify the Company of any changes to previously submitted documents and information.

The Company reserves the right at its sole discretion to freeze or terminate any Client account.

CLIENT ACCEPTANCE TERMS

In order to open an account with the Company, the Client must:

- i. be at least 18 years old or of legal age to form a binding contract under applicable law;
- ii. be an individual, with full legal capacity and authority to enter into the Agreement;
- iii. not have been suspended or removed from using the Company's services in the past;
- iv. not have an existing account with the Company;
- v. not reside in any prohibited or sanctioned jurisdiction.

Where the law forbids it, using the Company's website and services is null and void.

The Agreement expressly excludes prohibited or sanctioned jurisdictions. Citizens, residents, and tax residents (including their beneficiaries) of any prohibited or sanctioned jurisdictions are not permitted to use the Company's website or services.

Moreover:

- i. Individuals who are listed on any trade, financial, or economic sanctions lists;
- ii. Individuals who intend to use the Company's website and services for any unlawful activity, such as money laundering and terrorism financing;
- iii. Individuals who do not comply with any of the Company's customer due diligence standards, requests, or requirements;
- iv. Individuals who have previously been denied access to the Company's platform and services and/or violated the Agreement;
- v. Individuals are prohibited from using the Company's website and services if they violate the laws and rules in their respective jurisdictions.

The Client acknowledges, declares, and expressly represents and warrants that none of the aforementioned eligibility circumstances apply to them by utilizing the Company's website and services.

For any reason or for no reason at all, the Company retains the right, in its sole and absolute discretion, to deny registration or the start of a business relationship with a Client.

The Client specifically represents and warrants that, by creating an account to use the Company's services, they:

- i. Have the full capacity to accept, and have accepted the terms and conditions in the Agreement of Use and have full capacity to enter into a transaction involving Virtual Currency;
- ii. Are residents of an area where the use and exchange of Virtual Currency is permitted;
- iii. Are not using the Company's website or its services on behalf of any third party;
- iv. Have approached the Company at their own volition for utilizing its services and trading platform.

SUSPENSIONS AND DEACTIVATIONS

Without providing notice or an explanation, the Company may suspend, deactivate, or cancel the Client's Account for the following reasons:

- i. in the Company's sole discretion;
- ii. in accordance with applicable laws, regulations, or governmental orders;
- iii. if the Company has a reasonable suspicion that the Client's Account is being used for any Prohibited Use or to facilitate Prohibited Activity;
- iv. where the Client have breached any of the provision of these terms stipulated in this Client Agreement.

By agreeing to this Client Agreement, the Client certifies that they have read, comprehended, and agreed to the terms of the General Fees policy, Terms and Conditions for the Use of the Website, Privacy Policy, Risk Disclosure, Bonus Terms, Margin Information, AML Policy and Complaints Procedure, which may be found on the Company's website under the Legal Documents area and may be updated from time to time.

Regardless of the Client's actual use, fees may be due because the Platform is continuously made available to the Client for trading. In exchange for the continued availability of the Client's account, the Company reserves the right to charge a monthly inactivity fee if there are no transactions (deposits, withdrawals, or newly opened positions) on the Client's account for a minimum of one (1) month.

The Client acknowledges that the Company may deduct the applicable fee from any money held on the Client's behalf, and that the Client is responsible for paying the fee as it is periodically communicated to the Client.

The Company retains the right to shut the trading account and make it dormant if it has not been used for four (4) years or longer, after informing the Client using its last known contact information.

Funds in the dormant account will still be owed to the Client, and the Company will keep track of it and restore it to the Client upon request at any point in the future.

The Company retains the right to terminate any unused ("active") bonuses in the case of inactivity or dormancy. The Bonus Terms and Conditions policy's terms and conditions shall be applicable. If the Client wants to close or cancel their account, they can do so at any time by contacting us or by taking out all the funds that are in their account and following the on-screen directions.

SERVICES

It is acknowledged that the underlying asset to which the CFD is referring is not delivered nor stored when trading CFDs.

The Company may, at its sole discretion, provide the Client with the option to trade with virtual currency on a demo account. The Client hereby acknowledges and understands that the execution of a demo account may differ from that of a live account in the demo environment. Any loss or other harm brought on by these discrepancies will not be covered by the Company.

At its exclusive and absolute discretion, the Company may occasionally offer a variety of trading account types with varying features and attributes (such as fees and charges, spreads, etc.) that are accessible on the Company's website. It should be noted that switching to a different trading account is always subject to the Company's consent, which it has the right to refuse or cancel at any time and for any reason. Furthermore, the Company retains the right, at any time and in its sole and absolute discretion, to change any feature or attribute of a Trading Account that is promoted on its website.

To enquire about shifting to a different type of Trading Account, contact the Company's dedicated Customer Support at support@savexa.com.

The Company reserves the right to withdraw, discontinue, or modify access to its platform and services at any time, without prior warning, and without imposing any liability on the Company for any unavailability of such services or access. The Company does not promise that there will be no disruptions, delays, failures, errors, or data loss when using its platform or services.

The Company retains the right to take any restrictive action it deems reasonably necessary, including but not limited to canceling or suspending the Client's account, the Client's use of the Company's services, or the use of funds on the Client's account, should it have a reasonable belief that the Client's account is being used for any prohibited activity or prohibited use.

LICENSE AND USE OF THE TRADING PLATFORM

The Trading Platform is not intended for distribution to, or use by, any person:

- who is under the age of 18 years old and/or not of legal competence or of sound mind;
- who resides in any country where such distribution or use would be contrary to local law or regulation. The Trading Platform and any other service provided by us is not available to persons residing in any country where FX and other CFD trading activity or such services would be contrary to local law or regulation. It is the Client's responsibility to ascertain the terms of and comply with any local law or regulation to which the Client are subject;
- who is a citizen or resident of the United States of America, Belize, British Columbia, European Economic Area or any other jurisdiction that the Company does not accept Clients from; or
- who is an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto.

Notwithstanding the aforementioned, the Company retains the right, in good faith, to suspend and/or deny anybody access to and use of the Trading Platform at its sole and final discretion.

The Client understands that the Company may make the Trading Platform available to third parties, and that nothing in this agreement will be interpreted or assumed to restrict the Company from doing so.

The Client is granted a personal limited, non-exclusive, revocable, non-transferable, and non-sub-

licensable license by the Company to install and/or use the Trading Platform in object code only for the Client's personal use and benefit in compliance with the terms of the Agreement, subject to the terms and conditions of the Agreement.

In the event that third-party software is integrated into the Trading Platform, it will be supplied in accordance with the Agreement's provisions that relate to the Trading Platform. The terms of any Third-Party Licenses that the Company may occasionally offer must be strictly adhered to by the Client. Regarding the Third-Party Licenses, the Company will not be liable and will not offer any express or implied warranty, indemnity, or assistance.

Any and all rights to the Trading Platform that aren't specifically given to the Client by the Agreement are reserved. The Company or its licensors are the only owners of the Trading Platform, all copies, and any derivative works of it (by whoever developed them), as well as any related goodwill, copyrights, trademarks, logos, know-how, patents, and other intellectual property rights.

No other license, right, or interest in any goodwill, trademark, copyright, logo, know-how, patent, service mark, or other intellectual property right in the Trading Platform or any part or derivative work thereof is granted or conveyed to the Client, with the exception of the license specifically granted to the Client under this paragraph.

The Client shall take all reasonable steps to:

- procure and maintain in proper working order, throughout the term of the Agreement and at the Client's own expense, the hardware, operating environment (including operating system software), backup means and infrastructure necessary for the installation, operation and maintenance of the Trading Platform (including without limitation uninterruptible power systems and electrical back-up devices);
- prevent any virus infections, security breaches, and other disabling events from damaging the Trading Platform due to the Client's actions or omissions;
- implement and plan to operate and maintain appropriate protection in relation to the security and control of access to the Client's computer, computer viruses or other similar harmful or inappropriate materials, devices, information or data.

Concerns with the Trading Platform or recommendations for enhancements, revisions, or design changes should be communicated in writing to the Company by the Client. The Company may, but is not required to, alter the Trading Platform in response to ideas from the Clients. The Company will unquestionably be the only owner of any alterations, design changes, and enhancements made to the Trading Platform in response to Client feedback. With reasonable expertise and attention, the Company will deliver the trading platform.

The Company may, at its sole and complete discretion, add to, alter, or remove any part of the Trading Platform at any time without incurring liability under the Agreement. In the event that this occurs, the Company will make a good faith effort to replace any part of the Trading Platform with an equivalent, if possible.

The Company reserves the right, at its sole and absolute discretion, to occasionally take down the Trading Platform for maintenance without giving the Client advance notice.

The Company's makes no express or implied representation or warranty:

- that the Trading Platform will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Trading Platform may be affected, for example, by routine maintenance, repairs, reconfigurations or upgrades);
- as to the operation, quality or functionality of the Trading Platform;
- that the Trading Platform will be free of errors or defects; and

- that the Trading Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to the Client's data or other property. The Company will not be liable for any data lost or any equipment or software replaced by the Client as a result of use of the Trading Platform.

The Client:

- may only use the Trading Platform for so long as the Client is authorised to do so;
- may not use the Trading Platform for any purpose other than for the purpose for which it has been provided under the Agreement; and
- is responsible for the use of the Trading Platform (including the Account Credentials) by the Client.

The Client agrees not to:

- use the Trading Platform for illegal or inappropriate purposes;
- (nor attempt to) interfere with or disrupt the proper operation of the Company's software, hardware, systems or networks, including (but not limited to) not knowingly or negligently transmitting files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including corrupted files or files that contain viruses, Trojan horses, worms, spyware or other malicious content;
- attempt to gain unauthorized access to the Company's computer system or the computer system(s) of any other user, or to parts of the Trading Platform to which the Company does not have access rights or attempt to reverse engineer or otherwise circumvent any security measures that the Company has applied to the Trading Platform.
- take any action which does or may cause the provision of the Trading Platform to other users to be interrupted or degraded;
- convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature;
- carry out any commercial business on the Trading Platform;
- knowingly or negligently upload or download files that contain software or other material
- protected by copyright, trademarks, patents or other intellectual property rights (or by rights of confidentiality or privacy of publicity, where applicable) unless the Client owns or controls the rights thereto or have received all necessary consents;
- falsify the origin or the Company's of any content or other material;
- use any software, which applies artificial intelligence analysis to the Company's systems and/or Trading Platform;
- intercept, monitor, damage or modify any communication which is not intended for the Client;
- use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Trading Platform or the communication system or any system of the Company;
- send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
- do anything that will or may violate the integrity of the Company's computer system or Trading Platform or cause such system(s) to malfunction or stop their operation;
- do any action that could potentially allow the irregular or unauthorised access or use of the Platform; or
- unlawfully log into the Trading Platform and execute an order to buy or sell a Financial Instrument from a location or IP address originating from a region or jurisdiction where it is not allowed for regulatory reasons.
- The Client shall not be entitled to download, save or copy the Trading Platform

TRADING ACCOUNT USAGE AND SECURITY

To the greatest extent allowed by relevant legislation, the Client assumes all liability for all actions taken under the Client's account, for any damages incurred, and for any risks associated with unauthorized or authorized access to the Client's account.

Only the individual under whose name the account is registered may use it. Accounts used by anyone other than the authorized ones whose names they are registered under may be suspended, frozen, or cancelled by the Company at its discretion. If the Client suspects or learns of unauthorized use of their username and password, they must contact us right away. Any losses or damages resulting from the Client or any third party using the Client's account will not be covered by the Company.

If the Company suspects or discovers any of the following, it retains the right to suspend or terminate the Client's account or specific services and freeze the money placed with us:

- i. the account or Services are or may be used for any illegal activity or in an unauthorized or fraudulent manner;
- ii. the account is or may be used in relation to any Prohibited Use or Prohibited Activity;
- iii. the account is or may be used by persons other than the persons whose names they are registered under;
- iv. the Client has violated the Agreement (including any documents incorporated herein by reference);
- v. such action must be taken under the applicable law or under any official authority request or recommendation;
- vi. such action must be taken under the Agreement (including any documents incorporated herein by reference);
- vii. The Company consider it reasonable and prudent to take these actions.

The Client agrees to safeguard their password, account information, and any other information pertaining to their account private by registering to use the Company's website and services. The Client is in charge of making sure that their account information and password are always kept confidential and safe. Any loss incurred by the Client due to an account breach that is not the Company's direct fault is not covered by the Company's liability policy.

TRANSACTIONS

Transactions will be processed by the Company in compliance with the directions that the Client provides online through his trading account.

Once submitted, requested transactions cannot be canceled, changed, or reversed. The Client agrees to any related fees (Transaction Fees, Exchange Rates, or any other fees specified on the Site) and gives the Company permission to start the transaction at the quoted price by submitting a transaction request. The Client gives the Company permission to debit the Client's other linked payment methods or cancel the transaction request, at the Company's sole and absolute discretion, in the event that a requested transaction fails due to insufficient funds.

As required by any applicable law or regulation to which the Company is subject, the Company may, at its sole discretion, cancel, reverse, or refuse to conduct any particular transaction request.

Due to circumstances beyond the Company's reasonable control, the Client agrees that there may be delays in the Services and that the Company has the right to terminate any transaction.

DEPOSITS, WITHDRAWALS AND REFUNDS

Depending on the type of Client account, which the Company may decide at any time, the live trading account will be activated once the Client deposits the initial margin.

At any point throughout the term of this agreement, the Client may make a deposit into the Trading Account. Wire transfers or any other means that the Company may occasionally accept will be used to make deposits.

In accordance with the Client's country of origin as shown in the Client's address and as will be specified on the trading platform, deposits for margin and any other deposits that are due will be required in the currency of the trading account, unless otherwise agreed or specified by us.

The Company shall not, and the Client shall not request us to, convert any funds standing in relation to the Client's credit or which have been paid by the Client into the Client's Trading Account from one currency to another currency. Detailed information about deposit options is shown on the website.

The Company has the right to ask the Client for any documentation at any moment to verify the origin of the money that was placed into the Client account. A deposit from a Client may be rejected by the Company if it is not sufficiently convinced that the source of funds is legitimate.

The Client must alert the Company and ask the Company to conduct a banking investigation into the transfer if the Client's funds are not deposited in the Trading Account as scheduled. The Client consents that any fees associated with the inquiry may be paid to the bank conducting the investigation directly or may be subtracted from his trading account. The Client acknowledges and consents that the Company will need the necessary papers and certificates in order to conduct the inquiry.

If the Client deposits money, the business will credit the appropriate trading account with the amount actually received by the business within one business day after the funds have cleared the Company's bank account.

When a Client instructs the Company to withdraw funds from the Client account, the Company will process the request within five (5) to ten (10) working days of the request is being made; if the request is received outside of regular business hours, the working days will begin to count from the following working day after the request is received.

Upon receiving a pertinent request from the Client in a method that the Company has occasionally approved, the Company will proceed with the withdrawal of the Client's funds.

Withdrawals will only be made to an account utilized in the Client's name, as agreed and understood. Withdrawals to anonymous accounts are prohibited and will not be processed by the Company.

The Company will have complete choice over how it transfers funds to the Client. When a client requests a withdrawal and specifies a particular transfer method, the Company retains the right to refuse the request and offer an alternative. The Client is responsible for paying all third-party fees and charges, and the Company will deduct these costs from the appropriate trading account.

Withdrawal fees are occasionally applicable, depending on the activity in the Client trading account, as well as to the relevant bank charges. The General Fees section of the Company's website contain the relevant fees.

The Client will receive a refund for any errors made by the Company during funds transfer. It is

acknowledged that if a Client gives incorrect instructions for a transfer, the Company will not be liable for any potential losses, and the Client might have to pay for the loss.

If the Company receives a charge-back from the Client's credit card issuer, from the Client's alternative payment method provider, or from the Client's bank, or with regard to any other payment method for whatever reason, the Company retains the right to request reimbursement from the Client.

The Company may charge the Client's Trading Account, deduct money from subsequent payments to the Client, charge the Client's credit card, or collect repayment from the Client by any other legal method to receive such refund. Any and all bank fees will be taken out of the Client's trading account.

The Client agrees that the Company may, in its discretion, take any or all of the following actions in the event that the Company receives a dispute, claim, and/or chargeback from the Client's credit card issuer or any other payment method the Client uses:

- immediately close any or all of the Client's open Transactions whether at a loss or a profit and debit or credit, respectively, the Client's Trading Account, with or without any notice; and/or
- immediately place restrictions on the Client's Trading Account with or without any notice, including:
 - the restriction on making deposits using any payment method to the Client's Trading Account, even in cases of margin call(s);
 - the restriction on requesting withdrawals from the Client's Trading Account; and
 - the restriction on opening new positions on the Trading Platform; the duration of the restrictions will be set at the Company's discretion; and/or
- Terminate the present Agreement; and/or
- Impose any fees, if required, to the Client's Account upon receiving the chargeback by the Company's merchant provider to cover the Company's potential investigative expenses, to prove that the Client did make the deposit, and the Client hereby authorize the Company to charge this amount to the Client's Trading Account or credit card.

PAYMENTS, COSTS AND TAXES

Upon completing a Transaction:

- The Client shall be liable for the Difference if the Transaction is:
 - i. a Sell, and the closing price of the Transaction is higher than the opening price of the Transaction; or
 - ii. Buy, and the closing price of the Transaction is lower than the opening price of the Transaction.
- The Client shall receive the Difference if the Transaction is:
 - i. a Sell, and the closing price of the Transaction is lower than the opening price of the Transaction; or
 - ii. a Buy, and the closing price of the Transaction is higher than the opening price of the Transaction.

Upon finalizing the transaction, any amounts owed by either party are due immediately, unless the Company agrees otherwise. By this agreement, the Client gives the Company permission to debit or credit the Client's trading account with the appropriate amounts at the conclusion of each transaction. It is acknowledged that the maintenance of margin will not be used as collateral and will not be refundable once the Client puts an order until the order is executed, and the transaction is concluded.

Any taxes, fees, and levies related to any transaction the Client completes on the trading platform

will be the Client's responsibility. It is solely the Client's responsibility to determine and pay any taxes that apply to them in their home country or that otherwise result from their trading activity on the trading platform.

The Client may be responsible for additional expenses, such as taxes, that result from transactions completed on the Trading Platform but are not imposed or paid for by the Company.

The Client agrees to cover all stamp costs associated with the agreement as well as any paperwork that might be needed to complete the transactions under this agreement.

It has now been made evident that the Difference is the only payment the Client is expected to make for the services rendered, according to the provisions of the Agreement. Notwithstanding the foregoing, the Company retains the right, with one month's notice, to impose extra fees or charges in the future. The Company's website contains the relevant fees or charges that are occasionally applicable. The Company may occasionally change its fees. Any modifications will be communicated to Clients in writing by the Company prior to their implementation. The date that the Company sets in its notification to the Client is when the variation will go into effect.

The Client agrees to fulfill any reporting obligations or obtain any necessary consents or approvals that may arise as a result of the Client's use of the Trading Platform or related transactions, should the Client's country of residence have laws or regulations that restrict the use of currency or require the Client to report receipts and payments of that currency to a regulator or legal authority.

The Client must take into consideration all applicable fees, including spreads, markups, commissions, and swaps, before creating an account with the Company. Requesting explanations from the Company regarding the aforementioned, if required, is entirely the Client's responsibility. Before signing a contract with the Company, as well as at any moment, the Client can evaluate all applicable costs on the Company's website or websites.

The Client should be aware that not all charges are expressed in monetary terms; some may be expressed in pips, for example. As a result, the Client must make sure that they are aware of the cost that each pip represents.

If there are sufficient funds in each account to satisfy the maintenance price, the Company has the authority to levy a monthly maintenance fee. This upkeep charge is contingent upon the Client's classification, trading account type, order volume, and/or deposit amount. You can find the relevant maintenance fees on the Company's website. The Client should be aware that any applicable fees will be immediately taken out of his or her account.

TRADING RULES

Once the Client placed an order on the trading platform, the Company makes arrangements for the order to be executed with the execution venue, without affecting any other elements in the agreement. It is acknowledged that the Company is not the Execution Venue for the execution of the Client Orders in CFDs; rather, the Company does not execute the Client Orders as a principle to principal against the Client.

The Client understands and accepts that every transaction on the trading platform consists of the Client's offer to the Company to complete a transaction (whether that offer is to close an open position or open a position) at a specific price listed on the trading platform, followed by the Company accepting the offer. Only after an offer has been received and approved by the Company will it be considered finalized. The conclusion of the offer and the Company's confirmation of its terms to the Client will serve as proof that the offer has been accepted.

A transaction may be cancelled or amended by the Client at any point before the Company proceeds to execution.

The Company will not be responsible for any damage, cost, claim, demand, or expense resulting from a manifest error unless there is fraud or deliberate default on the part of the Company.

The Client agrees that the Company's execution venue is the source of all quotes and prices displayed on the trading platform. Third-party, reliable external references to the Company (i.e. price feeders) provide the Execution Venue with the prices (BID and ASK prices) of the Underlying Asset for certain CFDs. These prices are then used by the Execution Venue to determine their own trading pricing for a particular CFD, which they then give to the Company.

The Client must abide by any limitations the Company may occasionally inform them of regarding their activities on the trading platform, including but not limited to the quantity of transactions or other terms that might be relevant to the Company's quote. The Client understands that the Company may, at its sole and absolute discretion, offer and impose certain terms and restrictions on each user with regard to their use of the Trading Platform.

The Client understands that the trading platform is not influenced by any underlying markets, and the Company is not required to quote a specific price or adhere to trading guidelines that are compatible with those markets. Additionally, the Client acknowledges that the prices the Company quotes on the trading platform, rather than the prices quoted on the appropriate underlying markets, are what trigger the Client's transaction.

The Company may, but is not required to, disregard any prices quoted by the Company during pre-market, post-market, or intra-day auction periods in the relevant Underlying Markets, during intra-day or other periods of suspension in the relevant Underlying Markets, or during any other period that the Company reasonably believes may result in short-term price spikes or other distortions when assessing whether the prices quoted on the Trading Platform reach or exceed the price accepted by us in a Transaction.

The Client acknowledges that they are not transacting on a regulated exchange when they finish a transaction on the trading platform.

In addition to agreeing not to redistribute the Company's pricing to any other individual, whether for commercial or other reasons, the Client also agrees not to utilize the prices quoted on the trading platform for any other purpose than their own trading.

Each transaction is done for a certain number of units that make up the Underlying Asset, and the Client is aware of this. Only transactions involving the minimum number of units (referred to as the "Unit Amount" on the Trading Platform) and multiples of that "Unit Amount" up to the maximum amount allowed by the Trading Platform may be completed by the Client. The Client understands and consents that the Company may determine the "Unit Amount" for each Underlying Asset at its sole and absolute discretion.

Even if the Client may have surpassed any credit or other restriction that applies to them or to their interactions with the Company by starting the position, the Client will still be bound by every position they open and every transaction they execute.

At any point during the trading hours for a specific underlying asset, the Client may ask for a quote to start or exit a position. The Company will not be required to submit a quote, but it may, at its sole discretion, accept and act upon the Client's offer to initiate or end a position for an underlying asset outside of the asset's trading hours. Transactions may occasionally only be exchanged while the underlying market in question is open. On the Trading Platform, trading hours are shown under the information link for each individual underlying asset. The Client is responsible for making sure they are aware of whatever underlying assets could be impacted.

Without affecting any of the Company's rights under this agreement, the Company may reject the Client's Order outright if, before accepting the Client's Order to open or close a Transaction, it learns that any of the conditions listed in the following paragraph have not been fulfilled. However, the Company may, at its sole discretion, treat such a Transaction as void from the beginning or close it at the Company's then-prevailing price if it has already opened or closed a Transaction before realizing that a factor listed in paragraph herein has not been met. Nonetheless, the Company may, in its sole discretion, permit the Client to open or, if applicable, close the Transaction; in this case, the Client shall be bound by the Transaction's opening or closing.

The factors referred to in the above paragraph include the following:

- the quote must be obtained via the Trading Platform or by such other means as the Company may from time to time notify the Client.
- the Client's offer to open or close the Transaction must be given while the quote is still valid.
- the quote must not contain a Manifest Error.
- when the Client offers to open a Transaction, the number of units in respect of which the Transaction is to be opened must be neither smaller than the minimum unit amount specified on the Trading Platform for the Instrument, as applicable, from time to time, nor greater than the amount permitted in accordance with the terms of this Agreement.
- when the Client offers to close part but not all of an open Transaction both the part of the Transaction that the Client offers to close and the part that would remain open if the Company accepted the Client's offer must not be smaller than the minimum unit amount specified on the Trading Platform.
- Force Majeure Event must not have occurred when the Client offers to open or close a Transaction.
- an Event of Default must not have occurred in respect of the Client.
- when the Client offer to open any Transaction, the opening of the Transaction must not result in the Client's exceeding any initial or maintenance margin amount, credit or other limit placed on the Client's dealings
- subject to the previous paragraphs, the Company's offer must be given to us during the Trading Hours for the applicable Underlying Asset in respect of which the Client offer to open or close the Transaction.
- the internet connection or communications are not disrupted.
- there is no request of regulatory or supervisory authorities of South Africa or a county court order to the contrary.
- the legality or genuineness of the Order is not under doubt.
- there are Normal Market Conditions; and
- any other reasonable factor that the Company, in the Company's sole discretion, notify the Client from time to time.

On the Trading Platform, certain third-party organizations may offer automated solutions that allow for algorithm-based trading ("**Robots**" and/or "**Robot Trading**") and/or make it easier to enter trading orders or carry out other tasks (such as "trading robots"). The use of any robots or robot trading with the trading platform is entirely at the Client's risk and is not approved by the Company. Concerning the efficacy, precision, functionality, performance, integrity, error-free nature, or any other aspect of any such robots or robot trading solutions, the Company makes no guarantees or claims. Customers explicitly understand that using robots or trading in them is very dangerous, and they release the business from responsibility for any harm resulting from these activities. Any transaction carried out via robot trading or the usage of a robot will be regarded as having been carried out by the Client. The Company is under no duty to enable Robot Trading on the Trading Platform or to facilitate the use of any Robot.

Unless otherwise specified in the agreement, the Company is not required to keep track of or notify the Client of the progress of any transaction or to close out any open positions held by the Client.

Other than to enforce the Negative Balance Protection, the Company will act at its discretion and will not be deemed to have undertaken an obligation to continue if it chooses to do so. It is the Client's duty to always be aware of his or her position.

The Company will decide what, if any, adjustment should be made to the opening/closing price, size, value, and/or quantity of the corresponding Transaction (as well as the level or size of the corresponding orders) if any Underlying Asset, which is a security, becomes subject to potential adjustments as a result of any of the events listed in the paragraph below (referred to as a "**Corporate Event**"). The purpose of this action is to:

- i. take into consideration the diluting or concentrating effect required to maintain the economic equivalent of the parties' rights and obligations under that transaction just before that corporate event, and/or
- i. replicate the effect of the Corporate Event upon someone with an interest in the relevant Underlying Asset security, to be effective from the date determined by the Company.

The events to which the above paragraph refers to are any of the following, by the declaration of the issuer of a security:

- a) A subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of bonus shares to existing shareholders, capitalization or share split or reverse share split or similar event.
- b) A distribution to existing holders of the shares or additional shares, other share capital or securities, granting the right to payment of dividends and/or proceeds from the liquidation of the issuer equally proportionate to such payments to holders of the underlying shares, securities, or warrants granting the right to receive or purchase shares for less than the current market price per share.
- c) Any other event regarding shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of shares.
- d) Any event analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of any security not based on shares; or
- e) Any event that is caused by a merger offer made regarding the Company of the underlying asset.

The Company retains the right to prohibit short selling or even remove a particular Underlying Asset from the Trading Platform if it becomes vulnerable to a particular risk that is expected to cause its value to decline.

Any changes or modifications to the opening/closing price, transaction size, value, and/or quantity (and/or level or size of any order) will be decided at the sole discretion of the Company and will be final and binding on the Client. Any changes or modifications must be communicated to the Client by the Company's internal mail as soon as is practically possible.

In the case where the Client deliberately attempts to take advantage of the fact that shares in a particular Spot Index going ex-dividend, the Company reserves the right to apply a dividend adjustment in the form of commission without prior notice or consent. In the case of short positions, the dividend adjustment will be debited from the Client's account where dividend adjustments = Index Dividend declared x position size in Lots.

Benefits – Takeovers and Transformations (including events such as share consolidations/splits, mergers, takeovers, spinoffs, MBO's, de-listings, etc.). Depending on the circumstances of each event, the Company's policy is to close out any customer open positions at the market price immediately prior to the event taking place. As a result of such event, if any Underlying Asset becomes subject to an adjustment as the result of a takeover or transformation action, the Company shall determine the appropriate adjustment to be made to the contract price or contract quantity as the Company consider appropriate to account for the diluting or concentrating effect of the action. Such adjustment shall represent the economic equivalent of the rights and obligations of us and the Client immediately prior to the action.

Any open transactions between the Client and the firm whose underlying asset forms the CFD must be closed if the Company enters insolvency or is otherwise dissolved. The date of insolvency will be the closing date.

Although the Company will make a good faith effort to carry out an Order, it is acknowledged and recognized that, for reasons outside of its control, transmission or execution may not always be possible.

COMPLAINTS HANDLING

The Client should follow the Company's procedures, which are available on the Company's website, if they want to file a complaint. In the event that an issue that is not specifically addressed by this Agreement comes up, the Parties agree to attempt to settle it in a fair and sincere manner by acting in a way that is in line with market standards. The presence or application of any of the aforementioned complaint procedures does not impair the Client's right to pursue legal action.

ACCESS AND ACCURACY OF INFORMATION

It is the Client's responsibility to make sure they have the necessary technological tools and resources to use the site and services. In line with the provisions of this Client Agreement, access to the Site and Services is granted temporarily and may be revoked at any moment.

The Client agrees to these Terms and acknowledges that before relying on any information provided on the Site, the Client will personally confirm it. For decisions made by the Client that are based entirely or in part on information supplied by the Site or by a third party regarding the Site and/or the Services, the Company disclaims all duty.

Any information or materials provided on the Site or through the Services are provided solely for informative purposes and are subject to change at any time. The Company makes no guarantees whatsoever and disclaims all liability for any loss that results, directly or indirectly, from the Client's use of any materials, information, or estimations that are offered on the Site and/or through the Services.

The Site and Services are not intended to offer legal, tax, or investment advice, or to suggest which investments or products might be best for a given investor. Before making an investment, the Client should get independent financial, legal, regulatory, tax, or other advice. The Client should think about whether the investment or product is appropriate for them if they decide not to consult a qualified adviser.

LIMITED LICENSE AND INTELLECTUAL PROPERTY

All intellectual property rights developed on the Site and the Services, including but not limited to software, designs, graphics, layout, databases, copyright, trademarks, domains, and goodwill rights, are owned, used, and/or titled by the Company.

RIGHT TO FORCE CLOSURE

If the prices quoted on the Trading Platform change such that the total Difference payable by the Client pursuant to all of the Client's open Transaction equals or exceeds the total Maintenance

Margin for all such Transactions, or the amount in the Client's Trading Account is equal to or less than the total Maintenance Margin for all of the Client's open Transaction(s), or if the Company receive a charge-back from the Client's credit card issuer or from the Client's alternative payment method provider, or a recall from the Client's bank or with respect to any other payment method for any reason, the Client acknowledge that the Company have the right, in the Company's sole discretion, to immediately close any and all of the Client's Open Positions whether at a loss or a profit without any prior notice to the Client. The exercise of the Company's right to force close the Client's Open Positions will not result in termination of the Client's Trading Account or of this Agreement, unless the Company sends the Client a notice of termination.

Expiration dates and dates for different Underlying Assets traded on the Trading Platform may be specified by the Company. The Client hereby gives us permission to close any open transactions pertaining to an underlying asset at the price listed on the trading platform at that time if the trading platform specifies such an expiration date.

LIMITATION AND INDEMNIFICATION

By accepting these Terms, the Client agrees that:

- i. The Client releases the Company from all claims and damages of any kind and nature arising out of or in connection with any disputes that may arise between the Client and any other user, person, natural or legal, or other entity with whom the Client's relationship was facilitated by the Site or the Services, or related to the Client's breach of these Terms, the Client's violation of any law, rule, or regulation, or the rights of any third party;
- ii. In the event of a claim of any kind arising out of or connected with the Client's use of the Site and/or the Services, the Client's damages are limited to the value of the funds at the time of the transaction;
- iii. The Company does not accept liability for any amount greater than the funds deposited in the Client's Account at the time of the cause of reason for any given dispute. The Client is not entitled to any kind of incidental or consequential loss, including actual or anticipated earnings.

Regarding the processing of any transaction that depends on outside processors like banks and/or other factors on a digital network that are beyond the Company's control, the Company makes no representations, warranties, or guarantees of any kind. The business explicitly disclaims all duty and responsibility for any operational flaw or failure, including but not limited to significant delays or the total collapse of any such transaction brought on by circumstances beyond the business's reasonable control.

No guarantee of any kind, whether explicit or implicit, is given with any services. Regarding the availability, timeliness, security, and error-free quality of its services, the website, or any material on it, the Company exempts itself from any warranties, representations, and guarantees. The Company does not guarantee that errors will be fixed, that there will be no viruses or bugs, or that the website or the services that enable it will work flawlessly.

The Company do not accept any liability in relation to:

- a) any event by which the Client's technical equipment and/or resources fail, are damaged or destroyed, or by which the Client's records and data are deleted, changed or corrupted;
- b) any delays or losses suffered by the Client as a result of the configuration, use, performance, or management of the Client's technical equipment and resources; and
- c) any wrongful transmission of computer virus or other similarly harmful or inappropriate material or device to/from the Client's technical equipment and/or systems.

FORCE MAJEURE

The Client acknowledges and agrees that the Company will never be held responsible for any delays, failures to perform, or interruptions of service that arise directly or indirectly from any circumstance, whether or not it was foreseeable, that is outside of its reasonable control. These circumstances may include, but are not limited to, forces majeure events, acts of God, natural disasters, nuclear war, terrorism, sabotage, civil unrest, strikes or other labor disputes, accidents, states of emergency, interruptions, loss or malfunction of communications, computer (hardware or software), Internet, or network provider services.

TRANSFER AND ASSIGNMENT

The Client may not transfer these Terms or the Client's rights and responsibilities under them, but we may assign them without restriction. Any attempt by the Client to transfer or assign in contravention of these terms will be deemed void. The parties hereto, the Company's successors, and authorized assigns will all benefit from these terms, which are binding and inure.

SURVIVAL

The Client acknowledges and agrees that all of the terms that by their very nature last beyond the terms' termination or expiration will remain in effect. These terms include, but are not limited to, sections that deal with suspension, dispute resolution with us, termination, debts owed, the right to offset, unclaimed funds, general use of the site and services, and general provisions.

ENTIRE AGREEMENT

Any previous discussions, agreements, and understandings of any kind (including but not limited to any previous versions of this User Agreement), as well as any other kind between and among the Client and us, are superseded by these Terms, the Company's Privacy Policy, and any other document incorporated by reference herein. These Terms constitute the entire understanding and agreement entered into by and between the Client and the Company as to the subject matter hereof.

GOVERNING LAW AND JURISDICTION

The terms of this Agreement shall be governed by the International Business Companies Act 2014 and the provisions of Brokerage Act 2013 accordingly. You agree all Transactions carried out on the Trading Platform are governed by the Comoros Union Laws regardless of the location of the Client.

The Client's use of the Site and/or the Services, rights and obligations, and all actions contemplated by, arising out of, or related to these Terms, shall be considered as if they were a contract entirely entered into and performed in the Comoros Union.

Risk Warning

Trading involves a high level of risk, and it is possible to lose your entire capital. Make sure you understand any associated risks trading in leveraged products.

Trade Tide Ltd does not issue any advice, recommendations or opinions in relation to acquiring, holding or disposing of any financial product. Past performance does not constitute a reliable indicator of future results. Future forecasts do not constitute a reliable indicator of future performance. Trade Tide Ltd is not a financial adviser, and all services are provided on an execution-only basis.

COMMUNICATION

Unless otherwise communicated between the Client and the Company, the Company will correspond with the Client via email. The Company will use the email address on record for the Client's Account as the Company's primary means of communicating with the Client.

The Client acknowledges and understands that the authorized ways of contacting the Company are via email or by other means that have been prior agreed either in writing or verbally, through the dedicated contact details stipulated on the Contact Us page on the website.