

Before using the services offered by JM Financial LLC, it is important that the contents of this segment be reviewed in full with great scrutiny.

This agreement stipulates the Terms and Condition under which JM Financial LLC (herein "the Company", "we", or "us") operates to provide its clients trading solutions. These Terms comprise a contractual agreement between you (the Client) and the Company. Usage of the Company's services through the visit of its website, participation in any of its trading activities, and the signing up for any of its account offerings is tantamount to the acceptance of these Terms. As made apparent within this document, the terms, "the Client", "the Customer", "you", or "your" would refer to you, the client, any of the individuals or establishments you may represent, your representatives, affiliates, or any of your or their devices. Should you refuse to commit to these Terms, it is advised that you stop using the company's services and inform us of your disagreement.

## 1. Eligibility

- 1.1 In general, the company only accepts clients who are of legal age, (18 years and above). However, the Company recognizes that in some jurisdictions, the age of consent might actually exceed that of the declared legal age. Should this be the case, the Company will strictly adhere to a national territory's regulations. The Company also reserves the right to require its applicants documents that will stand as testament to his or her age. At the event that the applicant fails to provide the necessary proof, opening an account will not be permitted. If an account has already been opened and the documents for submission have failed to be followed through, the account will be suspended.
- 1.2 Should the use of the service prove prohibited in the region you reside, then it will not be open to you in any way. Please note that the JM Financial LLC does not have the permission to operate within the United States of America, Canada, Turkey, and Japan.
- 1.3 As this is the case, you acknowledge that you do not reside within the aforementioned prior to lodging an official application with the firm.
- 1.4 Additionally, you are not allowed to use JM Financial LLC services if you are located within a high risk and noncooperative jurisdiction. These jurisdictions are specified by the Financial Action Task Force (FATF) and Caribbean Financial Action Task Force (CFATF). The non-cooperative jurisdictions are as follows:
  - Bosnia and Herzegovina
  - Iran
  - Syria
  - Uganda
  - Vanuatu
  - Haiti
  - Suriname
  - Democratic People's Republic of KoreaThis list is subject to updates by the agencies that sanction the trading activities of the company.
- 1.5 Prohibitions in the Use of Service are also placed in effect should you be a Politically Exposed Person (PEP). Should you choose to use the services of the company, then you effectively declare that you are not a PEP.
- 1.6 You, as the client, are also aware that your ability to access the Company's services does not necessarily mean that you are eligible to use them.

## 2. Grant of Use and Termination

- 2.1 JM Financial LLC grants you non-exclusive, non-transferable, limited right to access, non-publicity display, and the Use of Service. Included in this are all the content and services that are available therein (referred to from this point forward as the "Content") integrated within your computer and are consistent with the Terms of Agreement (called the "Grant"), which will be discussed here.
- 2.2 This Grant may be terminated by the Company, may it only be partial or by limitation, should JM Financial LLC find it necessary upon violation of any of the agreed terms without prior notice.
- 2.3 When the Grant is up for termination, the Company shall delete or deactivate the client's account block the client's e-mail and/or IP addresses or otherwise terminate the Clients access to the usage of service, and/or resort to remedies that will prevent the client from accessing the Company's services
- 2.4 Likewise, the client also enjoys the right to terminate his or her participation in the Service provided prior notice is given. While termination is held effective for the usage of service, all other provisions of the Agreement stand. In effect, you acknowledge that the Company is absolved from any losses that may occur from the usage of a third party's services should the Grant be terminated.

## 3. Provision of Services

### 3.1 Termination of Use of Service

3.1.1 The grant of use of the Company's Services may be subject to termination upon the Company's request should the following are encountered:

- Violation to the agreement from the client's end.
- The client's refusal to provide the information required by the Company with respect to the provisions of the agreement.
- The insufficiency of funds on the client's trading account within one or more calendar Month

3.1.2 The right to use the company's service will also be terminated immediately should the following occur:

- Loss of validity of the client's representation and guarantees held formerly effective within this agreement
- Discovering that the client is already bankrupt
- The client's death or proved incapacity The liquidation of the client's company

3.1.3 As with the previous segment of this document, the client reserves the right to terminate his usage of the service at any time he or she pleases provided due notice is given, stating the intention behind the termination of the Use of Service. Pertinent fields such as the Deposit and Withdrawal of funds and Promotions and Bonuses sections, Regulating the withdrawal of funds to the Client, the Bonus Program are included in the termination.

### 3.2 Accounts and Transactions

3.2.1 A client must create an account on the Service (aptly called, "Account" from this point forward) to make use of the Company's services. Through this agreement you represent

- and warrant that all the provided information for the creation of your account is complete and legitimate. These information will be updated from your end should there be any important changes to such or upon the request of the Company.
- 3.2.2 The Client enjoys the right to immediately use the Services of the company once confirmation is received through the client's email.
  - 3.2.3 Through the creation of an account through the company or another party, you effectively represent and declare that you have the capacity of entering into this Agreement with the entity being bound on its behalf.
  - 3.2.4 The Client is prohibited from using another person or any entity's account without procuring any form of authorization. The Client will be responsible for the maintenance of the confidentiality of and the restriction of access to his or her account. The Client is responsible to all activities that are administered through his or her account. He or she holds the obligation of notifying the Company of any breach in his or her data security or any unsanctioned access of his or her account. Given the responsibility that the Client is endowed with, the Company is in no way liable for any losses that the Client may occur should a report of breach go unreported. As such, the Company is effectively indemnified, absolving it of any fault.
  - 3.2.5 A client is only allowed one Account. This Account should not be shared to any person or company. Should the client desire to open multiple accounts, then this should be expressed to his or her account manager.
  - 3.2.6 Should the Company find any grounds that the client's account had been opened for the use of fraud or any suspicious activities, then it reserves the right to exact action that it deems fit. As a result, the Company shall cancel transactions that are executed through and with the account.
  - 3.2.7 The Client authorizes the Company may it be directly or through any third party to validate and make verifications regarding his or her identity. This could be performed through personally asking the Client to provide personal information or any other information that permits validation of other pertinent data given to the opening of the account. Steps that would allow for the confirmation through the asking of the email address would be done and cross-referenced against other databases or any other source. The Company may also ask for the presentation of the Client's passport or other verifying documents at any time that the Company sees necessary.
  - 3.2.8 JM Financial LLC holds the power to change, modify, or amend partially or fully, the Swap-Free account policy when it deems necessary or when the occasion calls for it without being burdened to explain or justify its actions.
  - 3.2.9 The Service gives all Clients, inter alia, the chance to engage in all types of transactions involving any asset that the Company opens access for, namely all currencies, CFD commodities, and other securities. The Client acknowledges and understands that upon engagement in every action within the context of the Company such as the sale and trade and the taking of commissions from other traders (collectively referred to as "Transactions") the Company is not, in any way, an active agent of such. As this is the case, the Client acknowledges that he or she is in complete charge and is therefore responsible for all activities administered through their accounts and that they should fulfil all obligations that come with it.

- 3.2.10 With the accomplishment of all security and identification processes that is linked with the firm's Service, the Company will grant the Client access to all facets of the Service.
  - 3.2.11 Note that all the hours of trading within the Company are in Greenwich Mean Time ("GMT") through a 24-hour format. The Company's Service is regularly available from 22:00 GMT Sunday until 22:00 GMT Friday (winter) or from 23:00 GMT Sunday to 23:00 GMT Friday (Daylight Saving Time). This runs every week with the exclusion of public holidays as the financial markets do not operate within those days in the event of no liquidity in the financial instruments. It would be advisable to check the Company's website for the details on the operating hours for all assets within a given period of time. The Company has the right to suspend or make changes on the operating hours on our own discretion. Should this happen, the Company will be updating its website to inform all users of the site.
  - 3.2.12 Through the Client's agreement to these Terms, he or she acknowledges that the Company is at liberty to close transactions for CFDs through the last available price on the market on the day once the contract reaches its expiration. The closing time is given on the Company's website.
  - 3.2.13 The Company offers its clients various types of Spreads in accordance to the type of account the trader had opened.
  - 3.2.14 Fixed Spreads are being offered by the Company through the web platform. Changes will happen on the Fixed Spreads depending on the time and the market conditions.
  - 3.2.15 Through the Meta Trader 4 trading platform, the Company offers a floating spread. The presence of floating spread on the Forex and CFDs markets means that the value between the Ask and Bid Spreads are constant and is therefore highly dependent on market volatility and liquidity.
- 3.3 The Client acknowledges the minimal timeframe for transaction executions:
- 3.3.1 The maximum period for keeping a position opened on a web-platform is at 365 days. The Company may take liberties on closing the Clients' transactions with open positions that exceed the recommended time frame. Should the order that is opened within a given contract bear an expiration date, the order will be effectively closed on the expiration day itself.
  - 3.3.2 The Stop-Out level determined by the Company through the platform used it at the level wherein the open positions will be closed automatically so as to avoid further losses and entering an account to the negative balance.
  - 3.3.3 Through the MT4 terminal, the Stop-Out level is calculated through  $(\text{equity}/\text{used margin}) * 100\%$ . The default Stop-Out level offered through the MT4 terminal is at 50% for minimal and standard types of accounts and is also within the 80% level for the more advanced accounts like Gold and VIP.

- 3.3.4 Through the web platform, the Stop-Out level is defined as the real funds within the Client's account within the time that it takes an account to be opened (floating loss and/or profit positions/financial result of the trading account. This does not take into consideration the opened position multiplied by 100%. The web platform specifies that the company allows for the Stop-Out level of 0%.
- 3.3.5 The Company is at liberty as it is well within their rights to modify the Stop-Out level in its discretion without any prior notice, with it taking effect in light of ever-changing market conditions.
- 3.3.6 The type of account is decisive of the thresholds of the minimum and maximum sizes of lots. This is specified in the Company's website. The Company also holds the right to change the thresholds of minimum and maximum sizes of lots.

**BY AGREEING TO THESE TERMS, YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE OPEN TO THE POSSIBILITY OF LOSSES GIVEN YOUR CHOICE TO ENLIST THE SERVICES OF THE COMPANY (THIS INCLUDES THE RESULT OF YOUR EXECUTION OF TRANSACTIONS) AND THAT YOUR LOSSES ARE SOLELY OF YOUR RESPONSIBILITY.**

- 3.3.7 This Agreement strictly limits the clients' use of Service (which includes documents referenced or integrated herein) and the technical limitations within the parameters of the Service.
- 3.3.8 The Service will execute your Transactions under an execution-only basis. The Company and its Service reserve the right to execute your Transactions despite the Transaction not being entirely beneficial to you. The Company will not manage your Transactions, neither will it advise you on your transactions. By engaging into this Agreement, you acknowledge and understand that the Company does not hold any responsibility for any of your Transactions and is not obliged to give advice or counsel regarding all your Transaction. Without setting any limitations on the latter, the Company holds no responsibility to make margin calls or to close any of your positions that are open.
- 3.3.9 Customers are privy to performing trading operations through phone within trading hours.
- 3.3.10 To open, close or change a transaction or request setting the order, the Customer should make sure to contact the Customer Support department (Account Manager).
- 3.3.11 The Client also reserves the right to ask the Company to obtain the regular technical assistance in opening, closing, or changing transactions through phone. In this light, the Account Manager provided by the Company will perform regular telephone consultations with the Client so as to administer the lodging of transactions with the Customer.
- 3.3.12 All trading operations that have been performed through the technical assistance from Company personnel are to be performed by yourself through your own discretion. The Company, as already made apparent, is in no way responsible for the outcome of these transactions.

- 3.3.13 Price calculations, payouts, or losses that are connected to Transactions at the time these Transactions are either open or closed based on the Company's estimate of actual market prices and the expected level of interest rates, implied volatilities, and other market conditions within the Transaction's existence. The values are constantly based on complex arithmetic calculations as determined by the Company as dictated by their discretion. The calculations include Spreads in our favour, which means that the values involved may be different from the prices that are posted on primary markets where transactions of the like are administered.
- 3.3.14 The Company does not support physical delivery of currency (or any other securities) in the settlement of all Transactions. Possible gains or losses that you may experience resulting from a Transaction will be deposited to or withdrawn from your Account after your Transaction's completion.
- 3.3.15 You acknowledge and agree that should a Transaction be completed at prices that are not reflective of the market's price with respect to any reason, (which includes but are not limited to, to undetected programming errors or glitches that would end up in mispricing) the Company has the right to either cancel or roll-back such Transactions.

#### 3.4 Restrictions on the Use of the Service and Transactions

- 3.4.1 Agreement with the terms means that your Transactions and your use of the Service should satisfy all the following terms, conditions, and restrictions, as well as the other terms, conditions, and restrictions contained in this Agreement, so as to qualify for use and consistent use of the service ("User Restrictions"):
  - 3.4.2 You should not in any way cheat, defraud, or mislead the Company in any matter.
  - 3.4.3 You may not make use of the Company's Services in any manner that the firm has not approved or does not approve of and intended for your use.
  - 3.4.4 You are not allowed to disable, circumvent, or otherwise interfere with the Services features that are related to security or those that actually place limitations on the Services' use.
  - 3.4.5 You are not to use the Company's Service for any illegal activities.
  - 3.4.6 You are not to deposit or transfer any funds which have originated from any illegal activities into the Service and/or your Account. In conjunction with your use of the Service,
  - 3.4.7 You are not to make use of any software viruses or any computer code, file, or program designed to interrupt, destroy, limit or monitor the function of any computer software, hardware or telecommunications equipment in conjunction with your Service use.
  - 3.4.8 You are not to use the Service in any shape or form that would compromise the integrity of the company through exposure to criminal or civil liability in any jurisdiction.
  - 3.4.9 You are not to take any action that would serve to impose an unreasonable or unfair huge load on the Company's technology infrastructure or make demands that will only lead to its overcompensation.

- 3.4.10 You are also not to use automated means which includes crawlers, data mining tools, and robots to execute transactions. Should a transaction be discovered to have been executed through a trading robot or any software, this will be considered grounds for the termination of the Agreement with the requested transaction, cancelled. The only exception from this is the use of MT4 Expert Advisers.
- 3.4.11 You are not to use “deep-link” to any facet of the Service.
- 3.4.12 You are not to resell or allow access to the Service to any third party.
- 3.4.13 You are not to copy any material made accessible by the Service to resell for other purposes other than your use of the Service.
- 3.4.14 The Service is not to be used for any purpose that would prove to be malicious and intrusiveness of another party’s privacy or harassing in general.
- 3.4.15 You are not to place any false or incorrect data or information in connection with the Service. You are to maintain that all information found on the Service are correct and up to date at all times.
- 3.4.16 You are not to act in any way that would be considered harassment to the Company, its employees, independent contractors, or other parties in any manner.
- 3.4.17 By agreeing to these terms, you acknowledge and ultimately agree that the Company is at liberty to use both manual and automated techniques to ascertain that you comply with the User Restriction we had set out. The Company retains its rights to determine if you had indeed complied with the User Restrictions.
- 3.4.18 Should a possible violation of the User Restrictions reaches our attention an investigation may be called and may include the gathering of information from you and any complaining party. As this is the case, you agree to comply with all inquiries and requests relevant to our investigation.
- 3.4.19 Should we discover that a former employee trades personally or through a third party with the use of any brand of the Company without our approval of any form, we will consider this abusive and/or inappropriate.
  
- 3.4.20 Should this be the case, the employee and/or former employee’s trading accounts along with the open trading positions will be effectively closed, with all funds confiscated. The Company reserves the right to take the appropriate legal action including civil, criminal, and injunctive redress.

#### **4. Service Content**

- 4.1 Should you, the Client, choose to enlist the services of the Company, you may and will be exposed to a myriad of information, data, and content from multiple sources (collectively, “Content”). These may include, but are not limited to analyst opinions, graphs, news, and research reports that we may have taken from third parties.
- 4.2 The Company makes no representations or warranties to the accuracy or timeliness of any Content. Therefore, the company will not be held liable for any loss or dispute that may come through your use of Content outside the Service.

- 4.3 You understand that Market Information should not be taken as investment advice. The Company does not, in any way, endorse or approve any Market Information, but only makes it available for your review and reference.
- 4.4 You are not to copy, redistribute, transmit, broadcast, display sell, or exploit the data provided by the Company to you.
- 4.5 All Content such as text, graphical images, photographs, music, videos, software, scripts, trademarks, service marks and logos, including Third party Content are subject to copyright, trademark and/or other proprietary rights. These are in observation of all laws within all applicable jurisdictions.
- 4.6 Through your usage of our services, you agree that you are bound completely to our Terms and Conditions and that the Company reserves the right to make liberties in amending or revising this Agreement at any time when it deems fit. When changes are done, you acknowledge that you are subject and bound to these changes as with other future revisions.
- 4.7 Amendments and revisions to the terms will be posted on the Company's live site and shall be made effective 10 days after its initial posting. Should you refuse to be bound to these changes, then it is advised that you do not use the services further with immediate notice lodged from your end.

## 5. Deposits and Withdrawals

- 5.1 To engage in transactions, you are required to deposit funds into your Account. Through the various forms of payment, you may be able to make deposits in observation of the specific provisions of this term.
- 5.2 Should you choose to make a Deposit through a base currency that is not the United States Dollars you understand that your debit or credit card would be charged with additional amounts so as to cover exchange rates or any other card rates as relevant to the type of transaction made. In this light, you also acknowledge and understand that the third party you have chosen to enlist is acting on your behalf, thus leaving the Company with no liabilities in any loss that you may encounter.
- 5.3 Should the Company permit you to make a Deposit through wire transfer, you understand that you are allowed to use only one bank that is based in your country of residence and should be under your name. Confirmation of the success of the transaction must be sent to us as evidence of the deposit made through wire transfer.
- 5.4 Should any other method be used for Deposit such as e-wallets, money transfer services and internet payment vendors, the Company is at liberty to implement rules and regulation that it sees fit regarding the process.
- 5.5 You understand that a Third Party acts on your behalf and thus facilitates your business with the Company, thus leaving the Company no liability for any possible losses encountered.
- 5.6 In light of the Transactions you choose to execute, you understand that the funds in your account may change. Transactions will deduct money from your account to open a position. Once Transactions are completed, either profits or losses will be reflected to your Account. In turn, the funds credited to your Account will be deposited into the Company bank accounts and the credit organizations within the bounds of European and Asian countries, not offshore regions. Your funds will not be segregated in any way from other funds. You agree that the Company will not pay you any interests on funds deposited into your Account.

- 5.7 If the Company finds that no trading activity is held from your account for a duration of 90 consecutive days, on the 91st day, the Company shall collect a maintenance fee of 5% of the account balance for each calendar month. This will take place until such a time that activity resumes.
- 5.8 Withdrawal requests are needed (referred to as Withdrawal” moving forward) prior to permission to take funds from your account. In light of the Anti-Money Laundering Law, the Company reserves the right to withdraw funds through reason and discretion. Likewise, limits can be set on the amount of funds you will be allowed to withdraw within a specific period.
- 5.9 The Company will be held liable for the repayment of the funds to the Client in accordance with his or her request for Withdrawal despite contractual relations being terminated.
- 5.10 Minimum Withdrawal is set at \$50.
- 5.11 Should less than 5 independent trades are made, the Account is effectively charged for an additional fee of 5% of the withdrawal amount.
- 5.12 The Company requested additional documentation that will support authentication before the launch of a withdrawal in observation of the regulations of the Anti-Money Laundering institutions of banking companies.
- 5.13 Through our affiliated companies, the Company may also perform some of the credit card clearing transactions.
- 5.14 The Company reserves the right to implement any other security and anti-money laundering rules that it deems necessary so as to avert instances or threats of fraud or any actions of the same nature that might expose the company to liability or loss.
- 5.15 Withdrawal requests may be refused by the Company and may hold on any part of the funds in your Account for reasons that the Company is at liberty to disclose. Refusals would be made valid in light of reasonable doubt that you have indeed breached the Agreement.
- 5.16 All transaction costs will be paid, which include but are not limited to, brokerage fees, spreads, rolling commissions, handling commissions and/or other fees or charges all in accordance to the Company’s fee structure. The Company holds the freedom to produce and send an invoice to you as proof of the transaction costs encountered as a result of our Service’s usage.
- 5.17 You understand that you hold the responsibility of paying all taxes in accordance with your country’s legislation. Without limiting the foregoing, the Company shall withhold the tax from the sums which may be the turnout of your activities with the Company. The Company reserves the right to withhold amounts for such taxes or to create and send an invoice for all taxes applicable within the country of your jurisdiction. Documents proving such taxation would be taken by the Company should it be held necessary. Your funds may be withheld, as the Company’s rights dictate, until such a time that the relevant documents be submitted.
- 5.18 In the event that your Account accrues funds, through Deposit or Transaction, what had been accrued will be subject to our scrutiny so as to determine if these had been a result of a breach of this Agreement. Should this prove to be the case, the Company will set-off the amount accrued alongside any related fees from any funds that remain in your Account. An invoice would then be sent which demands payment no later than two (2) business days after the invoice issuance.
- 5.19 The same is applicable to any event that you would be obligated to pay an amount to us that is greater than what you have in your Account. An invoice would be sent from our end with the requested settlement to be two days post the invoice issuance.

5.20 Should reasonable belief be proven that you have indeed been using the Service in breach of this Agreement, the Company reserves the right to terminate the grant and withhold all the funds accrued in your Grant. This would include all funds deposited alongside the profits, bonuses, or other amounts garnered throughout all your Transactions.

## 6. Promotions and Bonuses

6.1 The Company has the prerogative of offering various promotions and bonuses to both old and new clients.

6.2 Being able to join the promotions and receiving bonuses is held a privilege for the Clients. On the other hand, the Company may, at any time, deny these with sound discretion.

6.3 Exclusive bonuses may be given to clients who are considered VIP.

6.4 All bonuses are transferred to a client's account after the client's provision of the pertinent documents for verification of the Client's identity.

6.5 Should the Client hold two or more accounts with the Company, the trading volume for the Bonus required to be reached is based on the amount of the bonus that had been transferred and the trading volume that had been made through the accounts. The withdrawal of bonuses will not be allowed until the volume of trade is reached.

6.6 The client has the right to opt out of the company's promotions, in such case, he must inform his account manager/support team that he declines the offers and its conditions giving that he did not trade/take/place a single position in his trading account AFTER having been credited the bonus.

## 7. Privacy Policy

7.1 The Company retains a Private Policy incorporated through reference. Your assent to this Agreement declares your agreement to this Privacy Policy. The Company reserves the right to make revisions and amendment to the Policy which will be made known to the Clients through the Company's website.

7.2 Through this Privacy Policy, the Client gives consent to the processing of his or her Personal Data which will be construed as the Company's actions or operations through it. This will include the collection, systematization, accumulation, storage, clarification/updating/modification, use, distribution (inclusive of transfer), and depersonalization alongside the blocking and destruction of any Personal Data with a right of the Personal Data's publication. The consent is of the Client's own free will and is in his or her interest.

## 8. Email and SMS Newsletter Agreement

8.1 You understand and agree that you will receive the information generated by the Company through email, phone call, and SMS.

8.2 You hold the right to unsubscribe from the information released by the Company at any given time by notifying us through email.

## 9. Recordings

9.1 You understand and agree that the conversation held between you and Company staff may be subject to being recorded without any prior notice. These recordings and the transcriptions of such could be used as evidence in any dispute.

## 10. Risk Statement

10.1 You acknowledge and understand that your usage of the Service, including the potential losses that come with it, are always undertaken at your own risk. The activity undertaken through the use of service potentially comes with risk which you understand through your assent of this agreement. This signifies your agreement to the Risk Statement.

## 11. Limitation of Liability and Disclaimer of Warranties

11.1 The Company will not be held liable for any direct, indirect, incidental, special, consequential, or exemplary damages which are possible outcomes from any of the facets of your usage of the Service. Hence, the Company is absolved from:

- Your misuse or inability to use the Company's Services properly
- Your decisions surrounding the transactions you delve in
- Accidental or intentional suspension or the termination of the Company's Service or its many changes

11.2 Should you be involved with any third parties, the Company will not be a party to this as well as its officers, employees, and agents, regardless of claims and demands to compensate the damages that have been incurred through such.

## 12. Dispute Resolution

12.1 Complaints are taken seriously by the Company. As this is the case, in the event of any complaint, you agree to inform us immediately. Below are the processes you need to take to file a Dispute with the Company:

- The Complaint needs to be submitted to the Account Manager, this should be sent through [support@jmtrade.com](mailto:support@jmtrade.com)
- Wait for the Account Manager to resolve said complaint for a period of 7 days. Should this go unresolved by the Account Manager, this will be escalated to the Compliance Officer.
- Another 7 days will be given to the Compliance Officer to address and resolve the Complaint through his or her impartial investigation.
- Should the Complaint still go unresolved, a more detailed letter will be sent to the Client explaining the matter further. If proven necessary, the Compliance Officer will be asking for more information.
- Once the detailed communication is sent from the Client, another 7 days would be consumed by the Compliance Officer to investigate and resolve the Complaint.
- If the Complaint is too complex and would require more than 28 days, the Client would be notified of the matter and the reasons behind it.

12.2 Recording and Monitoring:

All complaints are duly registered and recorded by the Compliance Officer. All claims are reviewed monthly, (at a minimum) with the results and recommendations noted within the monthly Compliance Report. Additionally, the Company's complaints history will be reviewed as part of the Annual Compliance Audit and Compliance Monitoring Program.

### 13. Governing Law and Jurisdiction

This Agreement shall be governed through the laws of Saint Vincent & the Grenadines. Hence, the Company assents to the exclusive jurisdiction of the region's courts.

### 14. Final Provisions

- 14.1 Despite your agreement to the Terms specified here, you understand that this is not tantamount to the presence of a partnership, joint venture, agency, franchise, sales representative, or employment relationship. This Agreement had not been created with the intention of conferring rights or remedies to a Third Party.
- 14.2 The Company reserves the right to amend this Agreement at any time through the posting of such revisions to the Service through its live website.
- 14.3 The Company's failure at enforcing any part of the Agreement does not mean the waiver of any of its provisions or right.
- 14.4 Should any part of this Agreement prove to be invalid as it does not assent to applicable law, then it shall be superseded by a valid, enforceable provision and with the original intention of the Agreement be pursued.
- 14.5 The Agreement is not in any way assignable, transferrable or can be sublicensed by you, save through our written consent. The Company holds the right to assign or transfer its rights and obligations under the provisions of the Agreement at any given time without restriction.

### 15. Force Majeure

- 15.1 The company will not be held liable for any reasonable delay or failure in performance of any obligation pursuant to this Agreement as caused by acts of God, terrorism, strikes, embargoes, fires, wars, or other causes that is beyond the control of the Company. In case of the Force Majeure, the Company reserves the right to terminate or suspend the Service and/or cancel, Close, and/or reverse any open Transactions.
- 15.2 Your agreed use of the Service of the Company is limited to the Terms specified within this Agreement. You acknowledge and understand that the present agreement includes the following applications:
  - Risk Statement
  - Privacy Policy
  - Trading conditions and other information connected to the trading conditions published on the website of the Company
- 15.3 This Agreement will take effect on the date of the Client's agreement to the present Agreement which includes the documents incorporated here. The Client's acceptance of the Agreement is concluded upon the Client's registry through the Company's website and the opening of a trading account.