

# MISCELLANEOUS

ITB★

1. The Company has the right to suspend the Client's Trading Account at any time for any good reason (including Abnormal Market Conditions) with or without Written Notice to the Client.
2. The Company reserves the right to suspend, close or unwind any Transaction which has resulted from any miss-configuration, technical error or if the Company suspects any fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activity in a Client's account or multiple accounts with the Company or otherwise related or connected to any and/or all Transactions. Under such circumstances the Company shall be entitled to withdraw any profits and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancellation of any Transaction or profits or in the event of any damages or losses which may result from the suspension, closure or unwinding.
3. In the event that a situation arises that is not covered under the Operative Agreements, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
4. No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under the Operative Agreements or at law.
5. Any liability of the Client to the Company under the Operative Agreements may in whole or in part be released, compounded, compromised or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by the Company of a breach of any of the terms of the Operative Agreements or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the Company of a breach of any of the terms of the Operative Agreements or a default under these terms will not prevent the Company from subsequently requiring compliance with the waived obligation.

6. The rights and remedies provided to the Company under the Operative Agreements are cumulative and are not exclusive of any rights or remedies provided by law.
7. The Company may assign the benefit and burden of the Operative Agreements to a third party in whole or in part, provided that such assignee agrees to abide by the terms of the Operative Agreements. Such assignment shall come into effect ten Business Days following the day the Client is deemed to have received notice of the assignment in accordance with the Terms of Business.
8. If any term of the Operative Agreements (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement or the Terms of Business, but the enforceability of the remainder of Operative Agreements shall not be affected.
9. The Client may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Client's rights or obligations under the Operative Agreements without prior written consent of the Company and any purported assignment, charge or transfer in violation of this term shall be void.
10. The Client does not have the right to give third parties access passwords to the trading platform.
11. All actions related to the fulfillment of the Regulations and/or the usage of logins and passwords are considered executed by the Client. The Company does not bear responsibility for the unauthorized use of registration data by third parties.
12. The Client accepts and understands that the Company's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English in the Company's local websites is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

13. The Company, under the terms and conditions of this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to create a dormant accounts policy and/or to impose on any dormant and/or inactive account a handling fee of 5 USD or the equivalent to USD per account per month and/or close the trading account upon and/or after the period of six (6) consecutive months of inactivity in the following cases:

a) Where a Client has not transacted with the Company for a period of six (6) consecutive months and the Company may deem the trading account to be dormant and/or inactivate;

b) Where a Client's dormant and/or inactivate account(s) has a positive cash balance, the Company reserves the right at its absolute discretion to apply and/or impose a handling fee of 5 USD or the equivalent to USD per account per month and as this may be amended from time to time by the Company;

c) Where a Client makes a genuine attempt to resolve their account balances, the Company reserves the right to waive any and/or all payments and/or fees at its own and absolute discretion;

d) Where a Client's dormant account and/or inactivate account(s) has a zero cash balance the handling fee of 5 USD or equivalent to USD per account per month shall not be imposed the Company, however, the Company will reserve the right to close the account(s) upon and/or after the period of six (6) consecutive months of inactivity.

14. In the case where the Client opens a swap-free Trading Account or Accounts, the Client acknowledges and agrees to the following:

a) If the Company suspects any fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in a Client's account(s) or otherwise related or connected to any and/or all Transactions, then the Company reserves the right, at its sole discretion, to close all open positions in the Client's Trading Account and deduct or add a penalty (equivalent to the swap and/or any profit amount) for all Transactions made in the account and decline from accepting any further requests from the Client to be exempted from any swaps;

- b) The Client acknowledges and agrees to:
- (i) trade only with instruments shown in the list, provided upon request; and
  - (ii) the swap free charge for all positions open as these may be defined and/or issued by the Company from time to time (inclusive of the day of the position is opened and/or closed) and as such charges and duration is on request;
- c) The Client acknowledges and accepts herein that, the Company reserves the right upon its sole discretion, from time to time, and/or at any time to:
- (i) amend the swap free charge; and/or
  - (ii) amend the list of provided Instruments; and/or
  - (iii) discontinue the swap free Trading Account without issuing further warning to the Client.
  - (iv) request any additional documents from the Client that the Company deems necessary for the swap-free accounts provision.

15. The Company reserves the right to disable any account of the Client to Close Only Mode without prior notification.

If the Company disables the Client's account to Close Only Mode, it means that the Client shall not be permitted to open any new Transactions or increase exposure under existing Transactions, but the Client shall be permitted to close, part close or reduce exposure under the existing Transactions.

Any dispute arising in this regard shall be resolved by the Company in its sole and absolute discretion.

16. All copyrights, trademarks, trade secrets, and other intellectual property rights and proprietary rights to the Website in its totality, its contents, and any related materials ("Company's IP") shall remain at all times the sole and exclusive property of the Company and the Client shall have no right or interest in the Company's IP except for the right to access and use the Company's IP as specified in the Agreement. The Client acknowledges that the Company's IP is confidential and has been developed by means of substantial investments of skill, time, effort, and money. The Client shall protect the confidentiality of the Company's IP and not allow website access to any third party. The Client shall not publish, distribute, or otherwise make the Company liable to third parties, any information derived from or relating to the Company IP. The Client shall not copy, modify, decompile, reverse engineer, or make derivative works of the Company's IP.

17. The Client shall hold full responsibility for the accuracy of payments executed. If the Company bank details change, the Client shall bear full responsibility for any payments carried out to the outdated bank details from the moment the new details are published.

## **GOVERNING LAW AND JURISDICTION**

1. This Agreement shall be governed by and construed in accordance with the laws of Seychelles.

2. In the event of a dispute arising out of or relating to the Agreement, the Client irrevocably agrees that these parties to the Agreement shall first seek settlement of that dispute with the Company under the dispute resolution mechanism.

3. The Company is a member of the independent dispute resolution organization The Financial Commission ([www.financialcommission.org](http://www.financialcommission.org)) (hereinafter, "Commission"). All Clients are entitled to file a complaint with the Commission to resolve a dispute that arises if this complaint cannot be resolved through the Company's internal dispute resolution process.

4. With respect to any proceedings, the Client irrevocably:

a) Agrees that the courts of Seychelles shall have exclusive jurisdiction to settle any disputes in connection with the Agreement; and

b) Submits to the jurisdiction of the courts of Seychelles; and

c) Waives his/her right to any objection which the Client may have at any time to the filing of any legal cases in any such courts; and

d) Agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Client.

5. The Client irrevocably waives to the fullest extent permitted by law, with respect to the Client and the Client's revenues and assets (irrespective of their use or intended use), all immunity (including but not limited to grounds for diplomatic immunity or other similar grounds) from

- (a) suit or arbitral proceedings,
- (b) the jurisdiction of any courts,
- (c) relief by way of injunction, order for specific performance, or for recovery of property,
- (d) attachment of their assets (whether obtained before or after judgment) and
- (e) the execution or enforcement of any judgment to which the Client or the Client's revenues or assets might otherwise be the subject matter in any proceedings in the courts of any jurisdiction and irrevocably agrees to the extent permitted by any applicable law that the Client will not claim any such immunity in any proceedings.

The Client consents generally in respect of any proceedings to the provision of any relief or the initiation of any process in connection with such proceedings, including, without limitation, the making, enforcement, or execution against any property whatsoever of any order or judgment which may be made or given in such proceedings.

6. In the case of a dispute which cannot be resolved following the Dispute Resolution procedure, the parties submit to the jurisdictions of the Courts of Seychelles.

ITB★

FIND  
YOUR  
BRACHIUM