

## **CLIENT AGREEMENT**

### **Datawave Tech Ltd**

Please take sufficient time to read this Client Agreement as well as any other additional documentation and information available to you via our Website prior to opening an account and/or carrying out any activity with us. You should contact us for any further clarification, or seek independent professional advice, if necessary.

Datawave Tech Ltd does not issue advice, recommendations or opinions in relation to acquiring, holding or disposing of any financial product. Datawave Tech Ltd is not a financial, legal, tax or regulatory adviser.

***Risk Warning: Contracts for difference ('CFDs') is a complex financial product, with speculative character, the trading of which involves significant risks of loss of capital. Trading CFDs, which are marginal products, may result in the loss of your entire balance. Remember that leverage in CFDs can magnify your profits as well as your losses. You should not deposit more than you are prepared to lose. You should ensure you fully understand the risks involved before entering into an agreement and start using the Trading Platform.***

#### **INTRODUCTION:**

The Agreement is entered by and between Datawave Tech Ltd (hereinafter called the "Company", or "we" or "us") on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a Client ("Client" or "you" or "your") on the other part.

Datawave Tech Ltd ("**Maunto**"), a company incorporated in Saint Lucia under company number 2023-00512, registered at **Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia**. The Company will be regulated and authorized by Mwali International Services Authority holding an International Brokerage and Clearing House License with T2023409.

#### **1. SCOPE.**

These general terms and conditions (the "**Terms**") are made between you and Datawave Tech Ltd ("**Maunto**"), a company incorporated in Saint Lucia under company number 2023-00512, registered at **Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia**. References in the Terms to "Company", "we", "our" or "us", are to Maunto, and references to "you" or "your" are to the person or entity with whom Maunto enters into these Terms.

By signing up to use an account through <https://maunto.com/>, or any of our associated websites, application programming interfaces ("**APIs**"), or mobile applications (collectively the "**Site**"), you agree that you have read, understood, and accept all of the terms and conditions contained in these Terms, as well as our AML Policy, Privacy Policy, Cookie Policy, General Fees and any other document referenced herein, which form an integral part of these Terms.

Depending on your jurisdiction and law of your jurisdiction, you may not be able to use all or part of the Services. Maunto reserves the right to solely select its markets and jurisdictions to operate and may restrict or deny its Services to certain countries and jurisdictions. The Services available to you will be accessible through your account.

You are solely responsible for following and identifying the requirements, and being in compliance with, the laws in your jurisdiction and all other laws or regulations applicable under your jurisdiction and/or jurisdiction from which you access the Site and/or the Services. The Services are not directed at or to be distributed to any persons domiciled under any jurisdiction where all or part of the Services may be contrary to local laws or regulations.

If using the Site and/or the Services are not legal in your country (whether you are a citizen, a resident or a tax resident), you are obliged not to use the Site and/or Services. Failure to comply with local laws may result in the loss of your account and any assets contained within.

Maunto may change, amend, update, delete or add to these Terms or any of the terms and conditions contained in any policies or rules governing the Site and/or the Services at any time and in its sole discretion. In particular, all transactions on the Platform may be subject to fees received by Maunto or third parties and could be changed solely at our discretion from time to time. Any change to these Terms will be notified on the Site or by any other means such as email or account notification. We may, at our sole discretion and without liability to you or any third party, with or without prior notice and at any time, change, modify, remove or discontinue (temporarily or permanently) the use of the Site, any part or all of the Services, functions and corresponding information from the Site, without indicating the reasons of such action, and you confirm that Maunto will not be liable to you for any such change, modification, removal or termination.

**BY ACCESSING, USING OR ATTEMPTING TO USE THE SERVICES IN ANY CAPACITY, YOU ACKNOWLEDGE THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICES.**

## **2. INTERPRETATION AND DEFINITION**

**“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/slower feeds, violation of the Client’s obligations.

**“Account Credentials”** shall mean a unique username and password used by you 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 you or any of your 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;

**“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 our dealings with you in FX and CFDs, be referred to as a "long" or "Long Position".

**“Customer”, “you”, “your”** 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 you 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 our reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond our reasonable control (each, a **“Force Majeure Event”**);

**“Initial Margin”** shall mean the minimum amount of money required in your 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 Maunto infrastructure, e.g. facilitate viruses or other computer programming routines that attempt to or may in any way damage or disrupt our Services, use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our 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 Maunto, our users or any other third party; (v) abuse of Maunto support, compliance and other employees with whom you 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 our 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 Maunto, 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 website <https://maunto.com/>, our 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;

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

### 3. ELIGIBILITY

- 3.1. By registering to use a Maunto Account (as defined below), you represent and warrant that (i) you are at least 18 years old or of legal age to form a binding contract under applicable law, (ii) you are an individual, legal person or other organization with full legal capacity and authority to enter into these Terms, (iii) you have not previously been suspended or removed from using our Services, (iv) you do not currently have an existing Maunto Account and (v) you are not resident in Prohibited Jurisdiction.
- 3.2. Use of the Platform and/or the Services is limited to persons that are 18 years old or older and have full legal capacity to lawfully enter into and form contracts under applicable law.
- 3.3. The use of the Site and the Services is void where prohibited by law.
- 3.4. Prohibited Jurisdictions are specifically excluded from these Terms. The Site and Services are not offered to citizens, residents and tax residents (including their beneficiaries) of the Prohibited Jurisdictions (You are prohibited from using the Site and the Services if you are a citizen, a resident and/or a tax resident or any created or organised entity of the Prohibited Jurisdictions).
- 3.5. Additionally, the following persons (including their beneficiaries) cannot use the Site and the Services: (i) Persons that are on any trade, financial or economic sanctions lists; (ii) Persons that intend to use the Site and the Services for any illegal activity, including, but not limited to, money laundering and the financing of terrorism; (iii) Persons that fail to meet any customer due diligence standards, requests or requirements of Maunto and/or are deemed high risk by Maunto according to criteria established at the sole discretion of Maunto; (iv) Persons that have previously been rejected or deleted from using the Platform and the Services and/or violated these Terms; (v) Persons that do not follow the laws and regulations in their jurisdiction regarding usage of the Site and the Services.
- 3.6. If you are entering into these Terms on behalf of a legal entity of which you are an employee or agent, you represent and warrant that you have all necessary rights and authority to bind such legal entity.

- 3.7. By accessing and using the Site and any of the Services, you acknowledge, declare and expressly represent and warrant that none of the aforementioned circumstances of eligibility is applicable to you.
- 3.8. We do not provide services to Persons in Prohibited Jurisdictions or those operating business or performing activities that may be considered by Maunto in its sole discretion to relate to any Prohibited Activity.
- 3.9. Maunto reserves the right to refuse registration or the commencement of a relationship with you under these Terms for any reason or for no reason. Our provision of Services or access to the Site may be given or withheld at our sole discretion.
- 3.10. By opening an account to use the Services, you expressly represent and warrant that you: (i) Have the full capacity to accept, and have accepted the terms and conditions in these Terms of Use and have full capacity to enter into a transaction involving Virtual Currency; (ii) Are a resident in an area that permits the use and exchange of Virtual Currency; (iii) Are not using the Site or Services on behalf of any third party; (iv) Will not transfer Virtual Currency to or from your Account to or from any wallet controlled by an individual or entity from a Prohibited Jurisdiction or involved in a Prohibited Activity.

## **4. ACCOUNTS.**

### **4.1. REGISTRATION**

- 4.1.1. In order to use the Services, you must register on the Site for an Account, for which you will be required to complete an account registration form. During the account registration process, you must submit information including but not limited to you full name, nationality, date of birth, identity number (from a government issued identity document), valid residential address, valid email address and mobile number. You will also be required to accept these Terms.
- 4.1.2. You agree to provide complete and accurate information when opening an Account and agree to promptly update any information you provide to us so that such information is always complete and accurate. You are responsible for any losses that occur regarding the submission of invalid/incorrect data.
- 4.1.3. In registering for an Account, you agree to provide such information as Maunto may deem necessary for the purposes of identity verification. This information is used for the detection of money laundering, terrorist financing, fraud and other financial crimes. We will collect, use and share this information in accordance with our Privacy Policy.
- 4.1.4. Information provided during the registration process and in the course of your relationship with us will be retained for a minimum period of five (5) years following the formal termination of our relationship, in line with applicable guidelines.
- 4.1.5. Following the successful completion of the registration process, you may be given limited access to the Services. In some instances, pursuant to our internal policies, you will be immediately required to complete the account verification process.

### **4.2. VERIFICATION**

- 4.2.1. The identity verification documents/information we request may include but are not limited to: government issued ID document, proof of current residential address, source of wealth evidence, and in the case of legal entities, certificate of incorporation, memorandum & articles of association, and financial statements.

- 4.2.2. You authorize Maunto to, directly or through third parties, make any inquiries we consider necessary to verify your identity and/or to protect against fraud or detect money laundering, financing of terrorism or any other financial crime, including, but not limited to, to query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth), to query account information associated with your linked bank account (e.g., name or account balance) or to query any other information which may be required under applicable guidelines, and to take any action we reasonably deem necessary based on the results of such inquiries and reports. Failing to comply with the requirements set out in this article will be considered a valid reason to suspend your account.
- 4.2.3. During the registration and at any time after the registration you must, at our request, provide us with all required documents and information, within the time limit and form specified by us, at your own expense. You must assure that any of your documents or information provided to us are truthful, correct, accurate, complete and updated. You acknowledge and agree that you have the obligation to keep all information provided up to date and will promptly inform us about any amendments of the documents and information previously submitted by you.
- 4.2.4. Maunto reserves the right to suspend certain Services, the usage of the account and freeze your funds until your registration data and/or identity and/or any information related to you or your account is completely verified. Verification of your account will be determined at our sole discretion. Failure to completely verify your account within a timeframe of 15 days it may result in account closure and such a decision will be made by us at our sole discretion.

### **4.3. ACCOUNT USAGE AND SECURITY**

- 4.3.1. You are responsible for all activities that occur under your account, all damages caused and accept all risks of any authorized or unauthorized access to your account to the maximum extent permitted by law.
- 4.3.2. Accounts can only be used by the person whose name they are registered under. We reserve the right to suspend, freeze or cancel accounts that are used by persons other than the persons whose names they are registered under. You shall immediately notify us if you suspect or become aware of unauthorized use of your username and password. We will not be liable for any loss or damage arising from any use of your Account by you or by any third party.
- 4.3.3. We reserve the right to suspend or close your Account or certain Services and freeze the funds deposited with us if we suspect or detect any of the following: (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 Customer has violated these Terms (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 these Terms (including any documents incorporated herein by reference); (vi) We consider it reasonable and prudent to take these actions.
- 4.3.4. By registering to use our Site and Services, you agree not to disclose your password, account information, or any information regarding your account to any third party. You are responsible for ensuring that your password and account details are kept private and secure at all times. We do not accept responsibility for any loss that you may sustain as a result of a breach of your account that is not at the direct fault of Maunto.

## **5. USE OF SERVICES**

### **5.1. GENERAL**

- 5.1.1. If you are accepted as our Client, we shall be entitled to provide the following investment and ancillary services, subject to your obligations under the Agreement being fulfilled, including:
- Execution of Orders in Financial Instruments.
  - Foreign Currency Services provided they are associated with the provision of the reception and transmission service.

It is understood that when trading in CFDs there is no delivery or safekeeping of the Underlying Asset to which the CFD is referring to.

The Company has the right to offer, at its discretion, the opportunity for the Client to trade on a demo account with virtual money. The Client hereby agrees and acknowledges that the execution in the demo environment where a demo account operates might differ from the environment of a live account. The Company shall not be liable for any loss and/or other damage incurred by reason of such differences.

The Company may, from time to time and at its discretion, offer different types of Trading Accounts (for example Gold, Platinum, Diamond, etc.) with different characteristics and features (for example different spreads, fees and charges, etc.). These are available on our website. It is noted that a change to a different Trading Account is always subject to the approval of the Company and such approval may be withheld or revoked by the Company at any time and at its sole discretion. It is noted also that the Company reserves the right to amend any characteristic and feature of a Trading Account advertised on our website at any time. To enquire about shifting to a different type of Trading Account, contact one of our dedicated Customer Support

Access to the Platform and use of the Services may be withdrawn, discontinued or altered at any given time, without notice, and without liability to us for any unavailability of access to the Platform or use of the Services. We do not guarantee that access to the Platform or Services will be free of interruption, delay, failure, error or loss of data.

Should we reasonably believe that your Account is being used for any Prohibited Activity or Prohibited Use, we reserve the right to take any restrictive action that we deem reasonably necessary, including without limitation cancellation or suspension of your Account, your use of the Services, or use of funds on your account.

### **5.2. 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 your responsibility to ascertain the terms of and comply with any local law or regulation to which you are subject;

- who is a citizen or resident of the United States of America, Belize, British Columbia, European Economic Area, Canada, Israel or Australia as the Company does not accept Clients from these countries; or
- who is an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto.

Without derogating from the above, we reserve the right, acting reasonably, to suspend and/or refuse access to and use of the Trading Platform to anyone in our sole and absolute discretion. You acknowledge that we may provide the Trading Platform to other parties, and agree that nothing herein will be deemed or construed to prevent us from providing such services.

Subject to the terms and conditions of this Agreement, we hereby grant you, a personal limited, non-exclusive, revocable, non-transferable and non-sub-licensable license to install and/or use the Trading Platform in object code only, solely for your personal use and benefit in accordance with the terms of this Agreement.

If any third-party software is included within or embedded in the Trading Platform, then such embedded third party software shall be provided subject to the terms of this Agreement which apply to the Trading Platform. You shall fully comply with the terms of any Third-Party Licenses that we provide to you from time to time. We provide no express or implied warranty, indemnity or support for the Third-Party Licenses, and will have no liability.

We reserve any and all rights to the Trading Platform not expressly granted to you by this Agreement. The Trading Platform is licensed to you by us and not sold to you. The Trading Platform, all copies and any derivative works thereof (by whoever created), the associated goodwill, copyrights, trademarks, logos, know how, patents and any intellectual property rights, are and shall remain owned solely by the Company or our licensors. Except for the license expressly granted to you under this paragraph, 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 you.

You shall take all reasonable steps to:

- procure and maintain in proper working order, throughout the term of this Agreement and at your 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 your actions or omissions;
- implement and plan to operate and maintain appropriate protection in relation to the security and control of access to your computer, computer viruses or other similar harmful or inappropriate materials, devices, information or data.

Please inform us in writing if you encounter any problems with the Trading Platform, or have any suggestions for modifications, design changes and improvements. We shall have the right, but not the obligation, to make modifications to the Trading Platform based upon your suggestions. Any modifications, design changes and improvements made to the Trading Platform based on your feedback shall be the undisputed sole property of the Company.

We will deliver the Trading Platform with reasonable skill and care.



From time to time and at our sole discretion, we shall have the right to add to, modify, or remove any of the Trading Platform without liability under this Agreement and if we do so we shall use reasonable endeavours to replace any part of the Trading Platform with an equivalent where practicable.

We have the right to shut down the Trading Platform at any time for maintenance purposes without prior notice to the Client, but this will be done only in weekends. In these cases, the Trading Platform will be inaccessible.

We make 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 your data or other property. We will not be liable for any data lost or any equipment or software replaced by you as a result of use of the Trading Platform.

You:

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

You agree not to:

- use the Trading Platform for illegal or inappropriate purposes;
- (nor attempt to) interfere with or disrupt the proper operation of our 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 our computer system or the computer system(s) of any other user, or to parts of the Trading Platform to which you do 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 you own or control the rights thereto or have received all necessary consents;
- falsify the origin or source 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 you;
- 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 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.

You shall not be entitled to download, save or copy the Trading Platform.

### **5.3. TRANSACTIONS**

- 5.3.1. We will process transactions in accordance with the instructions we receive from you. You should verify all transaction information prior to submitting instructions to us. We do not guarantee the identity of any user, receiver, requestee or other third party and we accept no liability or responsibility for ensuring that information is accurate or complete. We expressly retain no responsibility or liability in connection with any third-party payments, such as those with other customers. Any conflicts, problems and associated transactional disputes must be directly resolved between the aggrieved parties.
- 5.3.2. Requested transactions cannot be reversed, cancelled or altered once they have been submitted. By submitting a transaction request, you authorise us to initiate the transaction at the quoted price and agree to any associated fees (Transaction Fees, Exchange Rates or any other fees listed on the Site). Where a requested transaction is not successful due to insufficient funds, you authorise us to debit your other linked payment methods or cancel the transaction request, at our sole discretion.
- 5.3.3. Once submitted, transactions will remain pending until confirmation of the transaction is received from the relevant virtual currency network. Any funds associated with a pending transaction will be assigned as such and will no longer be accessible for use or visible in your virtual currency wallet.
- 5.3.4. We endeavour to process transaction requests as soon as reasonably possible. We may cancel, reverse, or refuse to process, at our sole discretion, any given transaction request, as required under applicable law or regulation to which we are subject. You acknowledge that there may be delays in the Services due to factors outside of our reasonable control and reserve the right to cancel any transaction.
- 5.3.5. Your use of the Platform is subject to limitations on the volumes that you may transact in at any given period. Your transaction limits may vary depending on a number of factors such as account verification and the information you provide and will be visible via the Site. Any request for an increase in your transaction limits will be subject to our approval, given in our sole discretion. In considering such a request, we may request additional documents and information about yourself and surrounding circumstances. We may lower or refuse to increase your transaction limits at our sole discretion.

## **5.4. SETTLEMENT, PAYMENTS, COSTS AND TAXES**

### **5.4.1. Upon completing a Transaction:**

You 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.

You 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.

5.4.2. Unless we agree otherwise, all sums for which either Party is liable under paragraph 19.1 above are immediately payable upon closing of the Transaction. You hereby authorize us to debit or credit your Trading Account with the relevant sums at the closing of each Transaction. It is understood that once you place an Order, until such Order is executed and the Transaction is closed, the Maintenance Margin shall not be used as collateral and hence shall be unavailable for withdrawal.

5.4.3. You shall be liable for any and all taxes, fees and assessments with respect to any Transaction you complete on the Trading Platform. It is your obligation alone to calculate and pay all taxes applicable to you in your country of residence, or otherwise arising as a result of your trading activity from the use of the Trading Platform.

5.4.4. Notwithstanding the above, if required by applicable law, the Company shall deduct at source from any payments due to you such amounts as are required by the tax authorities to be deducted in accordance with applicable law.

5.4.5. It is possible that other costs, including taxes, relating to transactions carried out on the Trading Platform may arise for which you are liable and which are neither paid via us nor imposed by us. Without derogating from your sole and entire responsibility to account for tax due, you agree that we may deduct tax, as may be required by the applicable law, with respect to your trading activity on the Trading Platform. You are aware that we have a right of set-off against any amounts in your Trading Account with respect to such tax deductions, and you hereby authorize us to withdraw amounts from your Trading Account with which to pay such taxes. You shall have no claim against us with regard to such deductions. You further agree that such deductions do not derogate from our rights to make Margin Calls under this Agreement.

5.4.6. You undertake to pay all stamp expenses relating to this Agreement and any documentation which may be required for the currying out of the Transactions under this Agreement.

5.4.7. It is hereby clarified that subject to the terms of this Agreement and the provisions of paragraph 23.1, the Difference is the only payment required by you for the Services. Notwithstanding the above, we reserve the right to charge additional fees or charges in the future, upon one month's prior notice. The applicable fees or charges from time to time may be found on the Company's

Website. Company may vary its fees from time to time. The Company will send a Written Notice to the Client informing them of any changes, before they come into effect. The variation will take effect from the date which the Company specifies in its notification to the Client.

5.4.8. Should your country of residence operate regulations or laws which restrict the use of currency or require you to report receipts and payments of that currency to a regulator or legal authority, you agree that you will fulfil any reporting obligations or obtain any required consents or approvals which may arise as a result of your use of the Trading Platform or associated transactions.

5.4.9. Prior to opening an account with the Company, the Client needs to consider any applicable charges such as spread(s), mark-up(s), commission(s), and swap(s). The Client is solely responsible for requiring clarifications from the Company in relation to the above, if necessary. The Client may review all applicable charges, prior to entering into an agreement with the Company as well as at all times, on our Website(s).

5.5. The Client should note that not all charges are represented in monetary terms and may appear, for instance, in pips; therefore, the Client needs to ensure that he/she understands the cost that the pip amounts to.

5.5.1. The Company reserves the right to charge monthly maintenance fee per Account assuming that the Account has sufficient funds to cover such fee. This maintenance fee depends on the Client categorization and/or type of Trading Account and/or volume of Orders and/or amount of deposits. The applicable maintenance fees may be found on the Company's Website.

5.5.2. The Client should note that any applicable charges shall be instantly deducted from his/her Account(s).

## **6. GENERAL RULES OF TRADING**

6.1 Without prejudice to any other provisions herein of this Client Agreement, once the Client places an Order on the Trading Platform, the Company arranges for the execution of the said Order with the Execution Venue. It is understood that the Company does not execute the Client Orders in CFDs as a principal to principal against the Client, i.e. the Company is not itself the Execution Venue for the execution of the Client Orders.

6.2 You acknowledge and agree that each Transaction conducted on the Trading Platform, is comprised of first an offer by you to us to complete a Transaction (whether such offer is to open a Position or close an Open Position) at a certain price quoted on the Trading Platform, and our subsequent acceptance of your offer. An Offer will be deemed to have been completed only when it has been received and accepted by us. Our acceptance of an offer will be evidenced by our confirmation of its terms to you and its completion.

6.3 You may request to cancel or amend a Transaction at any time, prior to our completing such a Transaction.

6.4 We reserve the right to void from the outset any Transaction containing or based on any Manifest Error. In the absence of our fraud or willful default, we will not be liable to you for any loss, cost, claim, demand or expense following any Manifest Error.

6.5 You acknowledge that all of our prices and Quotes shown on the Trading Platform are the ones provided by the Company's Execution Venue. The Execution Venue obtains prices(BID and ASK

prices) of the Underlying Asset for a given CFD from third party reputable external reference sources (i.e. price feeders). The Execution Venue then uses these prices to calculate their own tradable prices for a given CFD and provide them to the Company.

- 6.6 You shall comply with any restrictions that we notify you from time to time with respect to your activities on the Trading Platform, including without limitation, the size of Transactions or other conditions that may apply to our quote. You acknowledge that we may offer to and impose on each user, in our sole discretion, different terms and restrictions with respect to their use of the Trading Platform.
- 6.7 You acknowledge that the Trading Platform is independent of any Underlying Markets, and we are under no obligation to quote a particular price or follow the trading rules consistent with such Underlying Markets. You further acknowledge that the triggering of your Transaction is linked to the prices we quote on the Trading Platform, not the prices quoted on the relevant Underlying Markets. In determining whether the prices quoted on the Trading Platform reach or exceed the price accepted by us in a Transaction, we will be entitled (but not obliged), in our absolute discretion, to disregard any prices quoted by us during any pre-market, post-market or intra-day auction periods in the relevant Underlying Markets, during any intra-day or other period of suspension in the relevant Underlying Markets, or during any other period that in our reasonable opinion may give rise to short term price spikes or other distortions.
- 6.8 When you complete a Transaction on the Trading Platform, you agree that you are not dealing on a recognized exchange.
- 6.9 You undertake and agree not to use the prices quoted on the Trading Platform for any purpose other than for your own trading purpose, and you agree not to redistribute our prices to any other person whether such redistribution is for commercial or other purposes.
- 6.10 You acknowledge that each Transaction is made for a specified number of units that constitute the Underlying Asset. You may only complete Transactions on the Trading Platform for the minimum number of units as set forth on the Trading Platform as the "Unit Amount", and in multiples of such "Unit Amount" up until the maximum amount permitted by the Trading Platform. You acknowledge and agree that we may set, in our sole and absolute discretion, the "Unit Amount" for each Underlying Asset.
- 6.11 Each Position opened by you, and any Transaction completed, will be binding on you notwithstanding that by opening the Position you may have exceeded any credit or other limit applicable to you or in respect of your dealings with us.
- 6.12 You may request a Quote to open or close a Position for a particular Underlying Asset, at any time during the Trading Hours for such Underlying Asset. We will be under no obligation to, but may, in our absolute discretion, provide a Quote and accept and act on your offer to open or close a Position for an Underlying Asset outside of the Trading Hours of such Underlying Asset. In some cases, Transactions may only be traded during the time when the relevant Underlying Market is open. Trading Hours are displayed on the Trading Platform under the details link for each specific Underlying Asset. It is your responsibility to ensure that you are aware of which Underlying Asset may be affected.
- 6.13 Without prejudice to any of our right hereunder, if, prior to the acceptance of your Order to open or close a Transaction, we become aware that any of the factors set out in paragraph 6.14 herein have not been met, we reserve the right to reject your Order outright. If we have, nevertheless, already opened or closed a Transaction prior to becoming aware that a factor set out in paragraph 15.14 herein has not been met, we may, in our discretion, either treat such a Transaction as void from the outset or close it at our then prevailing price. However, we may, in our absolute discretion,

allow you to open or, as the case may be, close the Transaction in which case you will be bound by the opening or closure of such Transaction.

6.14 The factors referred to in paragraph 6.13 include the following:

- the quote must be obtained via the Trading Platform or by such other means as we may from time to time notify you.
- your 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 you offer 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 you offer to close part but not all of an open Transaction both the part of the Transaction that you offer to close and the part that would remain open if we accepted your offer must not be smaller than the minimum unit amount specified on the Trading Platform.
- Force Majeure Event must not have occurred when you offer to open or close a Transaction.
- an Event of Default must not have occurred in respect of you.
- when you offer to open any Transaction, the opening of the Transaction must not result in your exceeding any initial or maintenance margin amount, credit or other limit placed on your dealings
- subject to paragraph 6.12, our offer must be given to us during the Trading Hours for the applicable Underlying Asset in respect of which you 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 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 we, in our sole discretion, notify you from time to time.

6.15 Certain third-party companies may make available computerized solutions that facilitate the entry of trading orders or the execution of other activities on the Trading Platform (e.g. "trading robots") and/or allow for algorithm-based trading ("Robots" and/or "Robot Trading"). The use of any Robots and/or Robot Trading with the Trading Platform is in no way sanctioned by the Company and is at the Client's sole risk and responsibility. The Company makes no representations or warranties about the effectiveness, accuracy, functionality, performance, integrity, freedom-from-error or any other feature of any such Robots or Robot Trading solutions. Clients expressly acknowledge that the use of any Robots or engaging in Robot Trading is extremely risky and hereby absolve the company of liability for any damage caused as a result of the use of Robots and or Robot Trading. Any Transaction completed through the use of a Robot or through Robot Trading shall be considered to have been executed by the Client. The Company is under no obligation to facilitate the use of any Robot or to make available Robot Trading on the Trading Platform.

6.16 The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. When the Company decides to do so, other than in order to enforce the Negative Balance Protection, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue. It is the Client's responsibility to be aware of his positions at all times.

- 6.17 If any Underlying Asset which is a security becomes subject to possible adjustments as a result of any of the events set out in paragraph 6.18 below (referred to as “Corporate Event”), the Company will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding Transaction (and also the level or size of the corresponding orders). This action is made in order to (i) account for the diluting or concentrating effect necessary to preserve the economic equivalent of the rights and obligations of the parties under that transaction immediately prior to that Corporate Event, and/or (ii) 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.
- 6.18 The events to which paragraph 6.17 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.
- 6.19 If any Underlying Asset which is a security becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to restrict short selling or even withdraw the specific Underlying Asset from the Trading Platform.
- 6.20 Determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Client. The Company shall inform the Client of any adjustment or amendment via its internal mail as soon as is reasonably practicable.
- 6.21 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.
- 6.22 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, our 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, we shall determine the appropriate adjustment to be made to the contract price or contract quantity as we 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 you immediately prior to the action.

- 6.23 Insolvency. If a company, whose Underlying Asset forms the CFD goes into insolvency or is otherwise dissolved, we shall close any of your open Transactions in CFD of that Underlying Asset. The closing date shall be the date of insolvency.
- 6.24 The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.

## **7. DEPOSITS, WITHDRAWALS AND REFUNDS**

- 7.1. The Trading Account shall be activated upon the Client depositing the Initial Margin, according to the type of Client Account, as determined by the Company in its discretion from time to time
- 7.2. The Client may deposit funds into the Trading Account at any time during the course of this Agreement. Deposits will be made via wire transfer or any other methods accepted by the Company from time to time. The Company will not accept third party or anonymous payments in the Client Account. Deposits for Margin and any other deposits due will, unless otherwise agreed or specified by us, be required in the Currency of the Trading Account, based on your country of origin as specified in your address and as shall be specified on the Trading Platform. We shall not, and you shall not request us to, convert any monies standing to your credit or which have been paid by you into your Trading Account in one currency to another currency. The detailed information about deposit options is shown on the Website
- 7.3. The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds.
- 7.4. If the Client makes a deposit, the Company shall credit the relevant Trading Account with the relevant amount actually received by the Company within one Business Day following the amount is cleared in the bank account of the Company.
- 7.5. If the funds sent by the Client are not deposited in the Trading Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation may be deducted from his Trading Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.
- 7.6. The Company shall affect withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time.
- 7.7. Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall process the Client's request to withdraw funds within five working days from the day the request was made, if the Client's request is received outside of normal trading hours the five working days will count from the next working day of the client's request receipt.
- 7.8. It is agreed and understood that withdrawals will only be effected towards the Client. The Company will not make withdrawals to any other third party or anonymous account.



- 7.9.** The manner in which we remit monies to you will be in our absolute discretion. The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.
- 7.10.** All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Trading Account for these charges.
- 7.11.** Withdrawal fees may apply from time to time depending on the Client or type of Trading Account. The applicable fees may be found on the Company's Website, at General Fees section.
- 7.12.** Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake and the Client may have to bear the loss.
- 7.13.** We reserve the right to seek reimbursement from you, if we receive a charge-back from your credit card issuer or from your alternative payment method provider, or a recall from your bank or with respect to any other payment method for any reason. We may obtain such reimbursement by charging your Trading Account, deducting amounts from future payments owed to you, charging your credit card or obtaining reimbursement from you by any other lawful means. All bank charges howsoever arising will be deducted from your Trading Account.
- 7.14.** If we receive, for any reason, a dispute, claim, and/or chargeback from your credit card issuer or any other payment method you use, you acknowledge that we have the right to take any or all of the following measures, at our discretion:
- immediately close any or all of your open Transactions whether at a loss or a profit and debit or credit, respectively, your Trading Account, with or without any notice; and/or
  - immediately place restrictions on your Trading Account with or without any notice, including:
    - i) the restriction on making deposits using any payment method to your Trading Account, even in cases of margin call(s),
    - ii) the restriction on requesting withdrawals from your Trading Account, and
    - iii) 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 a charge of "USD 150-research fee" to your Account upon receiving the chargeback by our merchant provider to cover our investigative expenses, to prove that you did make the deposit and you hereby authorise us to charge this amount to your Trading Account or credit card.
- 7.15.** The Company reserves the right to transfer all funds held in the wallet of the Client to the Client's Trading account at its own discretion.

## **8. SUSPENSIONS AND DEACTIVATIONS**

- 8.1.** We may suspend, deactivate or cancel your Account, without notice or explanation (i) in our sole discretion; (ii) where required to do so by applicable legislation, regulation or government order; (iii) where we reasonably suspect that your Account is being used to facilitate Prohibited Activity or for any Prohibited Use; (iv) where you have breached any of the provision of these terms or use.
- 8.2.** By accepting this Client Agreement, you acknowledge that you have read, understood and accepted the information available under the General Fees policy found at the Legal Documents section of the Company's website, as may be amended from time to time.
- 8.3.** Fees may be payable by you by virtue of the fact that the Platform is continually provided to you for trading, regardless of your actual use. If there are no transactions (deposits, withdrawals or newly opened positions) on your Account for a period of at least 1 (one) month or more, the Company reserves the right, to charge a monthly inactivity fee on your Account, in return for the provision of the continued availability of your Account. You agree that you are liable to and will pay the applicable fee as notified to you from time to time and that we may deduct such fee from any funds held by us on your behalf.
- 8.4.** If the Account is inactive for four (4) years or more, and after notifying the Client in its last known contact details, the Company reserves the right to close the Trading Account and render it dormant. Money in the dormant account shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.
- 8.5.** In the event of inactivity or dormancy, the company reserves the right to cancel any unused ("active") bonuses. The conditions set forth in Bonus Terms and Conditions policy will apply
- 8.6.** Where you have not logged into or used your Account for a period exceeding twelve months, your Account will be considered "Dormant". Once an Account is considered Dormant, we will deduct a monthly dormancy fee in the amount displayed on the Site. Dormancy fees may be subject to change.
- 8.7.** Should you wish to cancel or close your Account, you may do so at any time by withdrawing all funds held in your Account and following the onscreen instructions, or by contacting us.

## **9. COMPLAINTS**

- 9.1.** If the Client wishes to report a complaint, he should follow the Company's procedures, which can be found at <https://maunto.com/>.
- 9.2.** If a situation arises which is not expressly covered by this Agreement, the Parties agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.
- 9.3.** The Client's right to take legal action remains unaffected by the existence or use of any complaints procedures referred to above.

## **10. LIMITATION AND INDEMNIFICATION**

- 10.1.** By agreeing to these Terms, you agree that: (i) in the event you have a dispute with any other user, person both natural and legal or any other such entity whom your relationship was facilitated by the Site or the Services, you release Maunto from any claims and damages of every kind and

nature arising out of or in connection with such disputes or related to your breach of these Terms or your violation of any law, rule or regulation, or the rights of any third party; (ii) We do not accept liability for any amount greater than the funds deposited in your Account at the time of the cause of reason for any given dispute; (iii) in the event of any claim, of any kind whatsoever arising out of or in connection with your use of the Site and/or the Services, your damages are limited to that of the value of the funds at the time of the transaction. You may not recover expected, or actual profits and/or any other such type of consequential or incidental loss.

- 10.2.** We make no representations, warranties or guarantees whatsoever regarding processing of any transaction which is dependent upon external processors such as banks and/or any other such variables on a digital network that are outside of our control. We expressly retain absolutely no responsibility or liability for any operational defect and failure, including, but not limited to extensive delays and/or the complete failure of any such transaction which is a result of events outside of our reasonable control.
- 10.3.** All Services are provided without warranty of any kind, either express or implied. We make no guarantees, warranties or representations whatsoever that our Services, the Site or any content on it will be consistently available or uninterrupted, timely, secure or error free. We make no guarantees, warranties or representations whatsoever that defects will be corrected, or that the Site or the Services that makes it available are free of viruses and bugs or represent the full functionality of the Site.
- 10.4.** We do not accept any liability in relation to (i) any event by which your technical equipment and/or resources fail, are damaged or destroyed, or by which your records and data are deleted, changed or corrupted; (ii) any delays or losses suffered by you as a result of the configuration, use, performance, or management of your technical equipment and resources; and (iii) any wrongful transmission of computer virus or other similarly harmful or inappropriate material or device to/from your technical equipment and/or systems.

## **11. ACCESS AND ACCURACY OF INFORMATION**

- 11.1.** You are solely liable to ensure that you have sufficient technical equipment and resources in order to utilise the Site and Services. Access to the Site and Services is given on a temporary basis and may be withdrawn at any time, in accordance with these Terms.
- 11.2.** By agreeing to these Terms, you acknowledge and accept that you will personally verify all information made available on the Site before relying upon it. We do not retain any liability whatsoever for decisions made by you, based solely or partly on information made available on the Site, or information provided by a third party in relation to the Site and/or the Services.
- 11.3.** Any materials or information, presented via the Site or through the Services is made available for informational purposes only, and is subject to change without notice. No warranty whatsoever is given by Us and we do not accept any liability whatsoever for any loss arising directly or indirectly as a result of you acting on any materials, information, or estimates provided in or made available through the Site and/or the Services.
- 11.4.** The Services and Site are not intended to provide investment, tax or legal advice or to make any recommendations about the suitability of any investments or products for any particular investor. You should seek your own independent financial, legal, regulatory, tax or other advice before making an investment. In the event that you choose not to seek advice from a relevant adviser, you should consider whether the investment or product is suitable for you.

## **12. LIMITED LICENSE AND INTELLECTUAL PROPERTY**

- 12.1.** Maunto hold the rights in title, ownership and/or use of all intellectual property rights created in the Site and the Services, including without limitation all software, designs, graphics, layout, databases, copyright, trademarks, domains, rights to goodwill.

## **13. COMMUNICATION**

- 13.1.** Unless otherwise notified, all communication with you will be via email. We will use the email address on record for your Account as our primary means of communicating with you. You acknowledge and understand that this is the only authorized way to contact us.

## **14. RIGHT TO FORCE CLOSURE**

- 13.1** If the prices quoted on the Trading Platform change such that the total Difference payable by you pursuant to all of your open Transaction equals or exceeds the total Maintenance Margin for all such Transactions, or the amount in your Trading Account is equal to or less than the total Maintenance Margin for all of your open Transaction(s), or you fail to comply with a request made under paragraph 20.5 of this Client Agreement, or if we receive a charge-back from your credit card issuer or from your alternative payment method provider, or a recall from your bank or with respect to any other payment method for any reason, you acknowledge that we have the right, in our sole discretion, to immediately close any and all of your Open Positions whether at a loss or a profit without any prior notice to you. The exercise of our right to force close your Open Positions will not result in termination of your Trading Account or of this Agreement, unless we send you a notice of termination.
- 13.2** We may specify on the Trading Platform expiration times and dates for various Underlying Assets traded on the Trading Platform. If the Trading Platform specifies such a time of expiration for an Underlying Asset, you hereby authorize us to close any open Transactions with respect to such an Underlying Asset at the price quoted on the Trading Platform at such time.

## **15. FORCE MAJEURE**

- 15.1.** You agree and understand that in no event shall We be liable for any delays, failure in performance or interruption of Service which result directly or indirectly from any cause or condition, whether or not foreseeable, beyond our reasonable control, including, but not limited to any Force Majeure Event, act of God, nuclear or natural disaster, epidemic, action or inaction of civil or military authorities, act of war, terrorism, sabotage, civil disturbance, strike or other labour dispute, accident, state of emergency or interruption, loss, or malfunction of equipment or utility, communications, computer (hardware or software), Internet or network provider services.

## **16. ENTIRE AGREEMENT**

- 16.1.** These Terms, our Privacy Policy, and any other document incorporated by reference herein, comprise the entire understanding and agreement entered into by and between you and Maunto as to the subject matter hereof, and supersede any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of this User Agreement), as well as every nature between and among you and us.

## **17. TRANSFER AND ASSIGNMENT**

- 17.1.** These Terms, or your rights and obligations hereunder, may not be transferred by you, but may be assigned by us without restriction. Any attempted transfer or assignment by you in violation of these Terms shall be null and void. These Terms shall be binding and inure to the benefit of the parties hereto, our successors, and permitted assigns.

## **18. SURVIVAL**

- 18.1.** You agree and understand that all provisions of these Terms, which by their nature extend beyond the termination or expiration of these Terms, including, but not limited to, sections pertaining to suspension, remedies for breach, termination, debts owed, right to offset, unclaimed funds, general use of the Site and Services, disputes with us, and general provisions, shall survive the termination or expiration of these Terms.

## **19. GOVERNING LAW AND JURISDICTION**

- 19.1.** These Terms, your use of the Site and/or the Services, your rights and obligations, and all actions contemplated by, arising out of or related to these Terms shall be governed by the laws of **Saint Lucia**, as if these Terms are a contract wholly entered into and wholly performed within **Saint Lucia**.