



# Terms and Conditions

## TabTrade (TabTrade Ltd.)

**Date:** 23 January 2026  
**Company:** TabTrade (TabTrade Ltd.)  
**IBC:** 2025-00919  
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Trading CFDs and margin foreign exchange involves a high degree of risk and is not suitable for all investors. Leveraged trading carries the possibility of losses that may exceed your initial investment. You should carefully consider your investment objectives, level of experience, and risk appetite before engaging in trading. You do not own or have rights in the underlying assets. Past performance is not a reliable indicator of future results, and tax laws are subject to change. All information provided on this website is general in nature and does not take into account your personal circumstances. We strongly recommend that you seek independent advice if necessary, and read our legal documents carefully before trading with us.

Insert Money Ltd (HE487167), a Cyprus-incorporated company, facilitates certain administrative and payment-related functions on behalf of TabTrade Ltd (2025-00919). Insert Money Ltd does not offer or provide any financial, investment, or payment services regulated under Cyprus or EU law

## 1. Introduction

1.1 These Terms and Conditions (the “Terms”) constitute an agreement between you (“Client,” “you,” or “your”) and TabTrade Ltd. (“TabTrade,” “we,” “our,” or “us”). They set out the terms that govern our relationship with you concerning your Account and the use of our products.

1.2 TabTrade operates an online trading Platform through which clients can trade margin foreign exchange (Margin FX) and contracts for difference (CFDs) and provides access to related financial products and services.

1.3 You must have an Account before you are able to trade with us. To open an Account, you must complete our application form and agree to these Terms and any other relevant documents in the Agreement. We will review your application and may accept or reject it at our discretion. If accepted, we will open your Account and may require you to deposit Margin to a Trading Account before you can trade.

1.4 By applying for, being approved for, or using an Account offered by TabTrade, you agree to be bound by this Agreement and acknowledge that:

- a. You have received, read and understood all documents supplied by TabTrade under this Agreement, including these Terms, any Product Disclosure

- Statement(s), and the Financial Services Guide (which may be updated from time to time);
- b. You wish to apply for and use an Account offered by TabTrade, subject to the terms and conditions contained in this Agreement;
- c. This Agreement constitutes a legally binding contract between TabTrade and you;
- d. This Agreement becomes effective on the Effective Date;
- e. Application for, and use of, an Account is subject to all Governing Laws and to the provisions contained in this Agreement and in TabTrade’s operational policies, which may be updated from time to time; and
- f. If you do not agree to be bound by this Agreement, you must not apply for, or use, an Account.

## 2. Definitions

In this document, the following terms shall have the meanings set forth below, unless the context requires otherwise or unless otherwise specified:

“Account” means all of your Trading Accounts with TabTrade, including your Wallet, any linked Trading Accounts or sub-accounts, and any records of Contracts, transactions, deposits, withdrawals and balances.

“Agreement” means these Terms and Conditions, the Product Disclosure Statement, Financial Services Guide, policies, and any other documents we provide to you and incorporate by reference.

“AML/CTF Requirements” means all obligations relating to anti-money-laundering and counter-terrorism-financing laws, regulations, and guidelines applicable to TabTrade and its business operations.

“Authorised Representative” means a person you authorise and we accept to act on your behalf in relation to your Account.

“Available Funds” means funds in your Account that are not allocated as Margin to a Trading Account and are available for withdrawal or transfer.

“CFD” means an Over-the-Counter derivative contract offered by TabTrade under the Agreement that allows you to speculate on the change in value of an Underlying Asset without owning the asset itself.

“Client Money” means money deposited by you or on your behalf with TabTrade for the purposes of trading, which is held in accordance with applicable client money rules in Saint Lucia.

“Confirmation” means any written or electronic confirmation of a trade,

Contract, or transaction issued by TabTrade.

“Contract” means an OTC derivative contract entered into between you and TabTrade, including Margin FX and CFDs.

“Contract Rollover” means the automatic extension of a CFD Contract that references an expiring underlying futures contract, resulting in an adjustment to reflect price differences.

“Corporate Action” means an event affecting the value, structure, quantity, or ownership of an Underlying Asset, including, but not limited to, dividends, stock splits, reverse stock splits, consolidations, rights issues, bonus issues, takeovers, mergers, acquisitions, spin-offs, or any other event that materially affects the value of the Underlying Asset.

“Credit Balance” means a ledger entry type applied at our discretion to increase or decrease the equity of a Trading Account without changing the balance of that Trading Account.

“Default Event” means an event described in these Terms that entitles us to exercise our rights, including closing Positions and terminating Contracts.

“Dispute” means any complaint or claim between you and us arising out of or in connection with this Agreement or any Contract.

“Effective Date” means the date on which you confirm that you accept these Terms and the Agreement in our online application process.

“Fraudulent Activity” means any act, omission, or scheme intended to obtain an unfair or unlawful advantage or to mislead TabTrade, as detailed in section 5 of this agreement.

“FSRA” means the Financial Services Regulatory Authority of Saint Lucia, which is the financial services regulator responsible for licensing and supervision of TabTrade.

“Fundamental Error” means any error, mistake, omission, or mispricing that we, in our sole discretion, determine to be material. Such errors include, without limitation, software defects, contractual inaccuracies, execution or quotation mistakes, payment discrepancies, and incorrect timestamps or related data.

“Governing Laws” means all laws, regulations, rules, directives, and regulatory guidance applicable to the Parties or to activities carried out under this Agreement, including those of Saint Lucia and any other relevant jurisdiction.

“Liquidity Provider” means a third-party institution or counterparty from which TabTrade obtains pricing and hedging services.

“Initial Margin” means the minimum funds you are required to deposit into your Trading Account to open a Contract, which will be held against that Contract once opened, as determined by TabTrade from time to time.

“Leverage” means the ratio of exposure to required Margin of a Contract, where the required Margin may be less than the value of the exposure.

“Leveraged” means that a Contract is offered with Leverage available, allowing you to control a larger Position with a smaller amount of money.

“Limit Order” means an Order to enter or exit a Contract should a specified market price be reached, where the specified market price must be more favorable than the prevailing market price at the time the Order is placed.

“Long Position” means a Contract that benefits from an increase in the price of the Underlying Asset.

“Maintenance Margin” means additional funds you are required to deposit into your Trading Account to maintain open Contracts, taking into account realised and unrealised Profits and Losses.

“Margin” means the amount of money required to open and maintain a Contract, including both Initial Margin and Maintenance Margin.

“Margin Call” means a demand from TabTrade requiring you to deposit additional funds into your Trading Account to meet Margin requirements.

“Margin FX” means an OTC derivative Contract offered by TabTrade under the Agreement, where the Underlying Asset is a currency or currencies.

“Market Disruption Event” means any event that materially affects liquidity, pricing, or trading conditions, including suspension or closure of an exchange, abnormal volatility, or system failure.

“Market Order” means an Order to enter or exit a Contract at the prevailing market price at the time the order is accepted.

“Negative Equity” means a situation where your Trading Account Equity is less than zero.

“Order” means an instruction to enter into, modify, or close a Contract given by you to us via a Platform or other permitted means.

“OTC” or “Over-the-Counter” means products that are traded directly with TabTrade rather than through a regulated exchange.

“Party” or “Parties” means each of TabTrade and the Client, as the context requires.

“Personal Data” means any information relating to an identified or identifiable

natural person, including names, contact details, identification numbers, or online identifiers, processed in connection with this Agreement.

“Platform” means any electronic system made available by TabTrade for placing Orders, managing Trading Accounts, and accessing market data, including MetaTrader 5 and any other platforms introduced in the future.

“Position” means a Contract you hold that is open and has not been closed or terminated in accordance with the Agreement.

“Privacy Policy” means our policy setting out how we collect, use, store, and disclose personal information, as published on our website and amended from time to time.

“Profits and Losses” means a gain or loss realised on a Contract when it is closed, or an unrealised gain or loss on an open Position.

“Prohibited Practices” means any activity or behaviour that is expressly prohibited under this Agreement, including as detailed in section 5 of these Terms.

“Retail Client” means a client we classify as retail for the purposes of these Terms. TabTrade does not classify clients into multiple categories.

“Rollover Time” means 5pm New York time.

“Secure Account Portal” means the customer portal we offer on our website which allows you to manage your Trading Accounts, deposits and withdrawals, and other details related to your Account with us.

“Settle” means the obligations of both Parties under a Contract are discharged, including through payment or adjustment to your account.

“Short Position” means a Contract that benefits from a decrease in the price of the Underlying Asset.

“Spread” means the difference between the bid and ask price of a product, which represents a cost of trading to you.

“Stop Loss Order” or “Take Profit Order” means an Order placed to close a Contract when the market price reaches a specified level, intended to realise Profits or Losses on the Contract.

“Stop Limit Order” means an Order to place a Limit Order should a specified market price be reached, where the specified market price must be less favorable than the prevailing market price at the time the Order is placed.

“Stop Out” means the automatic closure of one or more of your Positions by our systems when your Trading Account

Equity falls below the required Margin percentage.

“Stop Order” means an Order to enter or exit a Contract should a specified market price be reached, where the specified market price must be less favorable than the prevailing market price at the time the Order is placed.

“Swap” means the financing cost or credit applied to a Position that is held through Rollover Time, reflecting interest rate differentials and Liquidity Provider charges.

“Swap-free Account” means a Trading Account that does not feature Swaps, but which may charge Swap-free Service Fees for Positions that are held open for each Swap-free Service Fee Interval.

“Swap-free Service Fee” means a fee charged on Swap-free Accounts in place of usual Swap charges or benefits.

“Swap-free Service Fee Interval” means the period of time between each application of a Swap-free Service Fee to a Swap-free Account.

“Terms” means this Terms and Conditions document, as amended from time to time.

“Trading Account” means a sub-account that is used for placing trades and in which funds are allocated as Margin, and includes all Contracts entered within it.

“Trading Account Balance” means the funds in your Trading Account, including realised Profits and Losses, deposits, withdrawals, and charges, but excluding the value of open Positions.

“Trading Account Currency” means the currency in which your Trading Account is denominated.

“Trading Account Equity” means the net value of your Trading Account, calculated as Trading Account Balance plus or minus any Credit Balances and unrealised Profits and Losses on open Positions.

“Underlying Asset” means the financial instrument or market on which a Contract is based, such as a currency, index, commodity, share, bond or cryptocurrency.

“Underlying Market” means the exchange, venue, or market from which the prices of Underlying Assets are derived.

“Volume” means the number of units of the Underlying Asset or the notional value of a Contract as determined under the Platform.

“Wallet” means an electronic account within the Secure Account Portal, separate from Trading Accounts, where deposits and withdrawals are made and from which funds may be allocated to Trading Accounts.

### **3. Accounts With TabTrade**

3.1 All clients of TabTrade are treated as Retail Clients under the laws of Saint Lucia and the rules of the FSRA. This classification provides the standard level of protection available to all clients.

3.2 If your Account is held in joint names:

- a. you are jointly and severally liable for all obligations under these Terms;
- b. any notice or communication provided to one Account holder is taken to be provided to all Account holders;
- c. we may act on instructions received from any one of you, provided they appear to us to come from an authorised Account holder; and
- d. our rights under these Terms apply if a Default Event occurs in respect of any one joint Account holder.

3.3 If you act as an agent for another person, we will not accept that person as a client unless we agree with them directly in writing and they complete all required documents. You must inform us immediately if you withdraw an agent’s authorisation. We may decline or terminate any agency arrangement at our discretion.

3.4 By entering into Contracts with us, you acknowledge that we do not owe you a fiduciary duty. We act as principal in our

dealings with you and may place our own interests ahead of yours, subject always to our obligations under these Terms and Governing Laws.

3.5 Except where required by Governing Laws, we have no obligation to assess the suitability of any Contracts you open, to monitor or advise you regarding the status of your Positions, or set limits on your trading. All Contracts are entered into entirely at your own risk, and you are encouraged to review the inherent risks associated with our products.

3.6 If there has been no activity on your Account for a period of 15 years and we are unable to contact you after taking reasonable steps, we may cease to treat your balance as Client Money and handle it in accordance with Governing Laws on unclaimed funds.

3.7 You may only maintain one Account with us per legal entity, except where we have provided prior written consent at our sole discretion.

### **Account Security and Instructions**

3.8 You must keep your login credentials confidential and take reasonable steps to prevent unauthorised access to your Account. If you suspect your Account has been compromised, you must notify us immediately.

3.9 You must not let anyone else trade or act on your Account unless expressly authorized by us in writing.

3.10 You are liable for all Contracts executed using your Account credentials, even if you did not authorise the use of those credentials.

3.11 We are entitled to act on verbal or written instructions provided through your registered Account details, login credentials, or by an Authorised Representative. We may rely on such instructions even if the person giving them is not actually authorised, provided they appear to us to be acting with authority.

3.12 If you fail to provide instructions promptly when requested by us, we may, at our discretion, take any action we consider necessary for the protection of you or us, at your cost. This may include circumstances where a market is discontinued or where we cannot contact you.

### **Account Funding**

3.13 Funds held in your Wallet are treated as Available Funds and are available for transfer into a Trading Account, or withdrawal except where there are amounts you owe to us.

3.14 You may request a withdrawal of funds from your Wallet at any time, provided that the amount requested does not exceed your Available Funds. Funds

held in a Trading Account which are applied towards Margin obligations and cannot be used for other purposes unless transferred back to your Wallet in accordance with these Terms.

3.15 If we receive an instruction to pay money to you, or if we otherwise consider it appropriate, we may require confirmation of your instructions before taking action.

3.16 We may restrict or remove payment methods at our discretion. Deposits and withdrawals will only be accepted where we are satisfied that the payment is made to or from an account in your name. Payments from third-parties are not accepted. If we reasonably determine that funds have come from a third-party, we may decline the deposit and return the funds, net of any transfer costs.

3.17 We may request evidence to confirm that a payment method is in your name before crediting funds to your Account.

3.18 Funds you pay to us are held in accordance with the Saint Lucia FSRA Client Money requirements. Client funds may be pooled with other client funds but are held separately from TabTrade's own money.

3.19 Client funds may be used for the purpose of meeting your Margin obligations, purchasing additional services we provide and settling your Contracts. Interest or earnings on client funds accrue

to TabTrade unless otherwise required by law.

3.20 Withdrawals will only be processed to a bank account or payment method in your name. We may require evidence of account ownership before completing a withdrawal. We may decline to process a withdrawal request if it is inconsistent with our AML/CTF Requirements.

3.21 We will process withdrawal requests promptly, but the time required for funds to be received in your bank account will depend on your bank and the payment method used. We are not responsible for delays or charges applied by third-party payment providers.

3.22 We may impose minimum or maximum deposit and withdrawal amounts, at our discretion.

3.23 We may make adjustments to your Account, including any combination of the following:

- a. debiting any amounts you owe us under these Terms;
- b. crediting amounts you deposit or that are otherwise due to you; or
- c. allocating funds between your Wallet and Trading Accounts in accordance with these Terms

3.24 We may allocate funds between your Trading Accounts and Wallet for operational reasons, including but not

limited to, a Trading Account having no trading activity for more than 90 days.

## 4. Trading Accounts with TabTrade

### Creating a Trading Account

4.1 You must have an Account with TabTrade before you access a Trading Account. A Trading Account can be requested through the Secure Account Portal, and will become available to you upon approval by us.

4.2 We may approve, deny, or limit the quantity and types of Trading Accounts available to you at our discretion.

4.3 We may permanently close or temporarily archive a Trading Account at our discretion. If the account is temporarily archived, you may request that we reactivate it either in writing or via the Secure Account Portal.

4.4 Before you can open Contracts through your Trading Account, you must fund it by transferring money from your Wallet or by making a direct deposit to the Trading Account. In certain situations we may, at our sole discretion, provide you with funds or credit.

4.5 Unless agreed otherwise in writing, each Trading Account you hold with us will be treated independently. A credit balance in one Trading Account does not

discharge liabilities in another Trading Account. We may, at our discretion, allow you to consolidate multiple Trading Accounts into one.

### Accessing Your Trading Account

4.6 You may access your Trading Account at any time to view details of Contracts you have entered into with us, payments you have made or are required to make, and payments we have made or are required to make to you.

4.7 The Platform is an online facility that allows you to execute trades, submit Orders, review Trading Account reports, and monitor your obligations under these Terms. It is your responsibility to understand how the Platform operates before trading with us.

4.8 You may use the Platform to submit Orders, view Confirmations and Trading Account information, and manage your trading Positions. The Platform is provided on an "as is" basis and we do not guarantee it is error-free or fit for a particular purpose.

4.9 It is your responsibility to ensure that the Platform is updated regularly to any new versions available. We are not responsible for any loss you incur due to different versions of the Platform.

4.10 We are not liable for any loss you incur due to Platform failure, interruptions,

delays, or technical issues, including during maintenance periods.

## **Market Data and Contract Information**

4.11 Market data and information available through the Platform may be provided by third-party sources. We do not guarantee the accuracy or completeness of this information and are not liable for actions taken or not taken based on it.

4.12 Any market data or other information we make available through the Platform is proprietary and provided for your personal use only. You must not publish, disclose, or redistribute such information to third-parties except as required by Governing Laws or with our written consent.

4.13 The expected trading hours for particular Contracts may vary, and the expected product-specific trading hours are available in the Platform, on our website, or by contacting us. Trading hours may be affected by market conditions, holidays and other factors.

4.14 Trading hours are indicative only, and may be subject to unexpected changes without notice to you, at our discretion.

## **Placing Orders**

4.15 Before placing an Order you must ensure that sufficient funds are available in your Trading Account to meet Initial

Margin requirements and that you are compliant with these Terms.

4.16 You enter into a Contract with us when we accept an Order you have submitted, provided that you meet your obligations under these Terms. Each Contract is entered into on a principal-to-principal basis unless we otherwise agree in writing.

4.17 By placing an Order with us, you may either offer to enter into a new Contract or request to close an existing Contract.

4.18 Orders may be submitted electronically through the Platform, as well as verbally or in writing at our discretion. We will acknowledge instructions in an appropriate manner, either verbally or in writing.

4.19 You are responsible for all Orders placed through the Platform using your Trading Account details. This applies even where you did not personally authorise the transaction.

4.20 When placing an Order, you must specify whether you intend to be the long or short Party, the Volume, product or symbol name, and any other details reasonably required by us.

4.21 Where provided by the Platform, you may submit different Order types including, but not limited to, Market Orders, Limit Orders, Stop Orders, Stop Limit Orders, Stop Loss Orders and Take

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Profit Orders. Execution of an Order is subject to available liquidity, and we cannot guarantee that Orders will be executed at the exact price you set.

4.22 Where provided by the Platform, you may submit Orders that specify a requested expiry, time-in-force, or an execution fill policy. We may or may not process the Order using the requested policies, at our sole discretion.

4.23 We reserve the right to reject, modify, or partially fill any Order in accordance with the requested parameters, our own policies and prevailing market conditions.

4.24 The prices quoted in the Platform are provisional and do not constitute an offer; a Contract is created only when we accept your Order in accordance with these Terms, and execution of the Order may occur at a price that differs from the one shown in the Platform, including to reflect the market value at the time the Order is executed.

4.25 If there is insufficient liquidity to execute your Order in full, we may accept and execute part of it. The unfilled balance may remain active until it is either executed or cancelled.

4.26 If you request cancellation or modification of an Order after we have accepted it, the request will only take effect if we are able to confirm the change in our systems before we attempt to execute it. An Order that has already been

executed, or is in the process of being executed, cannot be cancelled.

4.27 An open Contract may be closed out when:

- a. we accept your Order to close it;
- b. the Platform automatically triggers a Stop Out; or
- c. we act under these Terms where specific provisions allow us to close a Contract.

4.28 If a Contract is closed out, we will pay you any profit due and you must pay any loss owing, to the extent these amounts have not already been settled.

4.29 When you place an Order or enter a Contract with us you do not own or acquire any rights in the Underlying Asset, nor do you take delivery of it. Your trading is limited to Contracts that reflect movements in the price of the Underlying Asset.

## **Confirmations**

4.30 Any Confirmation made available to you on the Platform is binding as evidence of a Contract, even if you do not receive it immediately. The validity of the Order and resulting Contract is not affected if you do not receive a Confirmation.

4.31 We may accept an Order in whole or in part, at our discretion. An Order is accepted when it is recorded in our

systems and a Confirmation is issued to you. Once accepted, the Order is binding.

4.32 If we do not accept an Order, we will notify you as soon as reasonably practicable. Where an Order is accepted, we will provide you with a Confirmation, either through the Platform or by email.

## **Errors**

4.33 If a Contract is affected by a Fundamental Error, we reserve the right, at our sole discretion, to correct it in any appropriate manner, which may include, but is not limited to, any combination of the following:

- a. voiding the Contract;
- b. amending the Contract terms;
- c. closing the Contract; or
- d. demanding repayment from you for any amounts received under the Contract.

4.34 Except where caused by our fraud, negligence or wilful default, we are not liable for losses you incur due to a Fundamental Error, including where the error arises from an external service.

4.35 We will act as soon as reasonably practicable after becoming aware of a Fundamental Error. Where possible, we will notify you before taking action, or otherwise as soon as reasonably practicable afterwards.

## **Margin**

4.36 You are responsible for monitoring your Trading Accounts, Positions, and obligations under these Terms. We may provide information through the Platform, but you must ensure that you review your Trading Accounts regularly to manage your trading activity and Margin requirements.

4.37 You must always maintain sufficient Margin in your Trading Account to support your open Positions. Margin requirements are calculated by us and are subject to change at any time, including during periods of volatility or reduced liquidity.

4.38 After opening a Contract, you must continue to maintain Margin in your Trading Account equal to or greater than the required Margin amount, including any Maintenance Margin. If the funds in your Trading Account fall below the required Margin level, you must transfer additional funds from your Wallet or deposit further cleared funds to restore the required level.

4.39 We may change Margin requirements at any time, including for open Positions, to reflect market conditions or risk management considerations. Any such change takes effect immediately and applies to all existing and new Positions.

4.40 Margin requirements are not limits on your liability. You are responsible for all losses that arise from your trading, which may exceed the amount of Margin you have deposited.

4.41 Funds transferred from your Wallet into a Trading Account and allocated as Margin and may only be used to meet Margin obligations or Settle Contracts. These funds cannot be withdrawn until they are released back into your Wallet as Available Funds.

### **Margin Calls**

4.42 When the equity in your Trading Account drops below the required Margin threshold, we may issue a Margin Call and notify you through the Platform. We may also notify you by email, or by other means, at our discretion.

4.43 If your Trading Account is in a Margin Call, we will temporarily suspend new Orders being placed in the affected Trading Account, except where those Orders would improve the Margin position.

4.44 When a Margin Call occurs, you must replenish the Margin in your Trading Account or reduce exposure at once. If you do not resolve a Margin Call within a timeframe that we deem acceptable, we may take any action allowed under these Terms to remedy the situation, including but not limited to closing any open Positions.

4.45 If your Trading Account Equity falls below a specified percentage of required Margin, our systems may automatically close out (Stop Out) one or more of your Positions. Stop Out is intended to limit losses but cannot be guaranteed to

prevent losses greater than your Trading Account Balance.

4.46 You are responsible for all losses arising from your trading, including losses that exceed the funds deposited in your Trading Account. If your Trading Account Equity becomes negative (Negative Equity), you must repay the deficit in full.

4.47 If a case of Negative Equity arises in your Trading Account, we may at our discretion do any combination of the following:

- a. debit any funds available in your Wallet;
- b. offset the Negative Equity against any positive Trading Account Equity you hold in another Trading Account with us; or
- c. require you to pay the outstanding amount immediately.

### **Market Disruption Events**

4.48 We may suspend or restrict trading in any product where the Underlying Market is suspended, disrupted, or unavailable, or where we reasonably consider it necessary to protect our interests or those of our clients (Market Disruption Events). During a suspension, you may be unable to place new Orders or close existing Positions.

4.49 A Market Disruption Event includes, but is not limited to:

- a. the suspension, closure, limitation, or restriction of trading on an exchange or in an Underlying Market;
- b. the imposition of limits or special rules by an exchange, regulatory authority, or Liquidity Provider;
- c. abnormal trading conditions, including sharp price movements, wide Spreads or lack of liquidity;
- d. errors or disruptions in pricing or data feeds; or
- e. any other event that, in our reasonable opinion, makes it difficult or impossible to maintain pricing or execution in line with normal market conditions.

4.50 If a Market Disruption Event occurs, we may, acting reasonably, do any combination of the following:

- a. close any open Contract or part of a Contract;
- b. vary Margin requirements;
- c. change trading limits, Spreads, or other parameters;
- d. suspend access to pricing or execution for affected products;
- e. adjust the price of a Contract to reflect what we reasonably consider fair market value; or
- f. take any other action we reasonably consider necessary to protect our interests or those of our clients.

4.51 We will act in good faith and use our reasonable discretion when exercising our

powers relating to Market Disruption Events. Where practicable, we will notify you of any action taken, but failure to notify you will not affect the validity of the action.

4.52 We are not liable for any loss you suffer as a result of Market Disruption Events, market suspension or disruption, except where caused by our fraud, negligence, or wilful default.

### **Corporate Actions**

4.53 If a Corporate Action occurs in relation to an Underlying Asset of a CFD, we may determine and apply an adjustment to your Trading Account or to the terms of your Contract. The purpose of the adjustment is to put you in an economic position as close as reasonably possible to that which you would have been in had the Corporate Action not occurred.

4.54 If a dividend is paid on a share or equity index Underlying Asset, a dividend adjustment may be applied in your Trading Account, where:

- a. Long Positions will generally be credited with an amount reflecting the dividend, net of any applicable withholding or transaction taxes; and
- b. Short Positions will generally be debited with an amount reflecting the dividend.

4.55 For Corporate Actions that are not dividends, such as stock splits, reverse splits, consolidations, bonus issues, rights issues, spin-offs or similar events, we may adjust the Contract size, price, Margin requirements, or your Trading Account Balance as we reasonably determine in good faith. We may also close the relevant Contract at the prevailing market price, open a new Contract, or take any other action we reasonably consider necessary to reflect the effect of the event.

4.56 Adjustments we make to reflect a Corporate Action will be determined by us in good faith, acting reasonably, and taking into account available market information from exchanges, clearing houses, or Liquidity Providers.

4.57 Adjustments we make to reflect a Corporate Action are generally applied on or around the date that the Corporate Action comes into effect, such as on or around the ex-dividend date in the case of a dividend occurring in the Underlying Asset. In some cases, adjustments may be applied earlier or later if we reasonably consider this necessary to reflect the market impact of the event.

4.58 Where a Corporate Action would require holders of the Underlying Asset to make an election (for example, choosing between cash or stock consideration), you are not entitled to make an election. We will determine the adjustment in good faith to reflect the likely market outcome.

4.59 If a Corporate Action results in the suspension of trading in the underlying instrument, we may also suspend trading in the related CFD. In such circumstances, you may be unable to open or close Positions until normal trading resumes or until we determine an appropriate adjustment.

4.60 If an Underlying Asset is delisted, we may close any related CFDs at the last available market price or make such other adjustments as we reasonably consider appropriate.

4.61 You are not entitled to exercise voting rights, receive shareholder communications, or participate in meetings relating to an Underlying Asset. Your entitlement is limited to the adjustments made in accordance with this section.

4.62 All adjustments made relating to a Corporate Action are final and binding, absent any manifest error.

## **5. Customer Conduct, Prohibited Practices and Fraudulent Activity**

5.1 You acknowledge that you must promptly notify us if:

- a. you have, or become aware that you have, any direct or indirect interest in any Underlying Asset of a Contract you enter into with us

- (including any beneficial, legal or economic interest);
  - b. you become aware of, or suspect, any error, mispricing, misconfiguration or malfunction in relation to any Contract, the Platform, our systems or any rate or parameter applied to your Trading Accounts (including Swap rates, Commissions, Spreads or Corporate Actions);
  - c. your employment, office, or any other engagement involves direct financial markets interactions (including work for a financial institution, broker, investment firm or similar organisation); or
  - d. you are employed by, engaged by, have any interest in, or any other material relationship with, a competitor of TabTrade.
- b. any error in the application of Corporate Actions to our Contracts;
  - c. any rounding error, or any error in currency conversion rates used by us;
  - d. any error in, or misallocation or misposting of, transfers between any of your Wallets or Trading Accounts;
  - e. any error or malfunction in our Secure Account Portal or website, including in relation to deposits, withdrawals or other payments processed through the Secure Account Portal;
  - f. any difference in timing between the impact of Swaps or Corporate Actions on an Underlying Asset and the time at which such Swaps or Corporate Actions are applied by us to your Contracts;
  - g. any delay, latency, outage, pricing error or other technical or operational issue affecting the Platform, our systems or the provision or updating of prices or market data; or
  - h. any failure or delay by us to process or apply any Swap, commission, Spread or Corporate Action.

**Prohibited Practices**

5.2 You must not, and you must not attempt to, obtain or seek to obtain any economic benefit for yourself or another person from:

- a. any error, mispricing or misconfiguration in relation to any Contract, including (without limitation) Swap rates, Corporate Action adjustments, interest or dividend adjustments, or any other parameter applied by us;

5.3 You must not, whether alone or in concert with any other person, engage in, or seek to benefit from, any trading strategy, pattern of activity or practice

which, in our reasonable opinion, constitutes:

- a. insider dealing, including placing or maintaining Orders or Positions while in possession of inside or non-public information relating to an Underlying Asset or trading or dealing flows that could reasonably be expected to affect the price of any instrument;
- b. market manipulation or an attempt to manipulate the price, execution or perception of liquidity of any Contract or Underlying Asset, including by:
  - a. placing excessive or unusually large numbers of Orders or Volume within a short period of time;
  - b. placing Orders during periods of low liquidity or abnormal market conditions with the appearance or effect of market manipulation;
  - c. placing Orders just prior to sudden market movements with the appearance of benefiting from market manipulation;
  - d. disseminating information that conveys false or misleading impressions about a product or its price; or
  - e. any other conduct that constitutes market manipulation under Governing Laws.
- c. placing Orders or maintaining Positions which give the appearance of legitimate trading activity but which are wholly or partly offset in your own accounts or the accounts of other persons;
- d. engaging in, or attempting to engage in, any form of triangular swap or currency arbitrage;
- e. latency arbitrage or any attempt to benefit from delays, latencies or discrepancies in the provision or updating of prices, Spreads or other data between the Platform and any other source;
- f. exploitation of abnormal trading conditions, including (without limitation) low liquidity, public holidays, market closures or re-openings, or excessively low or high Spreads;
- g. abuse of any promotion, bonus, rebate or other incentive offered by us, other than in accordance with the obvious commercial intent of that offer and any applicable terms and conditions;
- h. exploitation of Available Funds in your Wallet, or differences between Wallets and Trading Accounts, in a manner inconsistent with normal and legitimate risk-taking in your Trading Accounts;
- i. exploitation of differences between Swap-free Accounts and other Trading Accounts (including

- between your own Accounts or between your Account and another person's account);
- j. execution of multiple smaller Orders in short succession for the purpose of avoiding or materially reducing the fair market cost of executing a larger Order or Position;
- k. aggressive scaling-in to Positions with high leverage, in a manner that we determine creates excessive risk;
- l. using excessive leverage, such as risking all of your Trading Account Equity in a single trade;
- m. hyperactive messaging or trading activity on the Platform;
- n. placing, maintaining or managing highly leveraged Positions immediately prior to, or during, events that could reasonably be expected to cause significant price gaps or volatility (including, without limitation, earnings releases, significant news announcements or breaks in trading in the relevant product), where we reasonably consider such activity to be abusive or inconsistent with legitimate risk-management;
- o. attempting to circumvent Margin requirements, normal account limits or risk controls, including through the placing of hedged or offsetting Positions (whether within a single Trading Account or

across multiple Trading Accounts);  
or

- p. attempting to exploit Platform mechanics, internal pricing, execution logic or any other aspect of our systems at the expense of TabTrade or other customers.

5.4 Without limiting clause 5.2 or 5.3, you must not exploit any feature of the Platform, any Contract type, any Trading Account type or any difference in treatment between Trading Accounts (including Swap-free versus swap-paying Trading Accounts) in a way that is inconsistent with the ordinary, good-faith and legitimate use of those features for trading and risk-management purposes.

### **Fraudulent Activity**

5.5 You must not, alone or in collusion with others, engage in any of the following activities which are considered Fraudulent Activity:

- a. registration of Accounts using false or duplicate identities or contact details;
- b. use of multiple accounts by the same individual under different identities;
- c. churning, wash trading, or other artificial transaction generation;
- d. tampering with TabTrade's systems, APIs, or software;
- e. engaging in promotion or bonus abuse, collusion, or any activity inconsistent with genuine trading;

- f. the violation of any Governing Laws;
- g. any form of funding activity which is, or could reasonably be interpreted by us to be money laundering related activity;
- h. issuing chargebacks on deposits where, at our discretion these are spurious in nature; or
- i. any other activity that could reasonably be interpreted as being deceptive or manipulative practices which could cause damage to us.

## **Our Rights**

5.6 For the purposes of section 5 of these Terms, you acknowledge and agree that:

- a. we may, acting reasonably, determine whether any conduct, pattern of trading or use of the Platform constitutes Prohibited Practices, Fraudulent Activity or an attempt to obtain an economic benefit from a practice or activity that cannot reasonably be regarded as legitimate trading activity and/or that occurs at the expense of TabTrade or other customers; and
- b. our determination under clause 5.6 (a) is conclusive and binding absent manifest error and may be relied upon by us in exercising any rights or remedies we have under these Terms.

5.7 By entering into Contracts with us, you represent and warrant that you will not engage in any activity outlined in clauses 5.2, 5.3 or 5.4 of these Terms (which are considered Prohibited Practices), or any activity outlined in clause 5.5 of these Terms (which are considered Fraudulent Activity), and that your trading will at all times comply with Governing Laws and regulations.

5.8 If we reasonably suspect that you have engaged in any Prohibited Practices or Fraudulent Activity as detailed in these Terms, we may do any combination of the following at our absolute discretion:

- a. void, amend or close any Contracts connected with the conduct;
- b. reopen a Contract or open new Contracts;
- c. decline to accept new Orders from you;
- d. withhold or withdraw profits or benefits arising from such activity;
- e. pass on costs associated with the activity;
- f. refrain from taking action;
- g. alter the products or pricing available to you;
- h. impose new Margin requirements;
- i. offset amounts owed by combining Available Funds from multiple Trading Accounts;
- j. suspend or limit access to the Platform or Secure Account Portal;
- k. suspend or terminate your Account immediately;

- l. report the matter to the FSRA or other relevant authorities; or
- m. take any other action we reasonably consider necessary to protect our interests or those of our clients.

## 6. Fees and Charges

### Commission

6.1 Some Trading Account types incur a commission in addition to the Spread, which may be charged based on the Volume traded. The commission rate depends on the product, Trading Account type and Platform type.

6.2 Commissions are charged per side, and as such apply separately on opening and closing a Position. For example, if the commission rate is USD 3.50 per lot, a full round turn (open and close) for one lot will incur USD 7.00 in total commission.

6.3 Commission is charged in the currency of the product or the Trading Account Currency, or a specific currency, as applicable. If the currency of the commission differs from your Trading Account Currency, we will convert it at a rate we reasonably determine. Commission rates are displayed in the Platform or on our website and may change from time to time.

6.4 Commission is charged at the time an Order is executed and will appear as a

separate line item in your Trading Account statements. If an Order is partially filled, commission applies only to the portion executed.

6.5 If you trade a Position larger or smaller than one standard lot, commission will be applied pro rata to the size of your Position. Where a commission calculation results in a fractional amount, we will round it in accordance with standard industry practice. The method of rounding may vary depending on the Platform used.

### Swaps

6.6 If you hold a Position through Rollover Time, we may apply a Swap adjustment. The adjustment may be a debit or credit depending on the direction of your Position, prevailing interest rates, product type and Liquidity Provider costs.

6.7 Swaps are calculated daily at Rollover Time and applied to your Trading Account at, or shortly after, that time. Indicative Swap rates are displayed on the Platform.

6.8 On certain days, a multiple of the daily rate may be applied to reflect settlement structures, including but not limited to:

- a. on Margin FX and certain metals products there may be a 'triple swap' charge or benefit applied for Positions held open through Rollover Time between Wednesdays and Thursdays; and

- b. on CFD products that do not offer weekend trading hours, there may be a 'triple swap' charge or benefit applied for Positions held open through Rollover Time between Fridays and Mondays.

## Currency Conversions

6.9 If a Contract, fee, charge, deposit, withdrawal, transfer or Profits and Losses are denominated in a currency other than your Trading Account Currency, we will convert it to your Trading Account Currency. Conversions are recorded in your statements and will affect your realised and unrealised Profits and Losses.

6.10 Currency conversions are made at a rate we reasonably determine by reference to available market pricing at the time. We may also charge you a conversion fee in addition to the rate applied, which will be included in the conversion rate we apply.

6.11 Currency conversions may increase or reduce your trading Profits and Losses. You should be aware that movements in exchange rates can impact your Trading Account even if the underlying Contract remains unchanged in value.

## Contract Rollovers

6.12 For CFDs where the Underlying Asset is a futures contract, open Positions may be rolled into a Contract based on the next available futures contract prior to expiry.

When this occurs, we will make an adjustment to your Trading Account to reflect the price difference between the expiring and new Contract, plus or minus transaction costs. This may result in either a debit or a credit. The size of the adjustment will be displayed in your Trading Account once applied.

## Swap-free Service Fees

6.13 If you hold a Swap-free Account, Positions do not incur Swap charges or benefits. Instead, a Swap-free Service Fee may apply on Positions held beyond a specified period. The Swap-free Service Fee amount depends on the product and the duration of the Position. Swap-free Service Fees are published on our website and may change from time to time.

6.14 If we determine at our sole discretion that you are trading in a manner which avoids the application of these fees to your account, whilst also benefiting from the swap-free status of the account, we reserve the right to apply our Swap-free Service Fees pro-rata to your Trading Account or take any other such action as is appropriate under these Terms.

## Inactivity Fees

6.15 If your Account or Trading Account has been inactive for a period of 1 year, we may charge an inactivity fee. The fee amount and frequency are published on our website and deducted directly from

your Available Funds. No fee is charged if your balance is zero.

## Deposit and Withdrawal Fees

6.16 We may charge fees, or pass on third-party charges where applicable, for certain deposit or withdrawal methods.

6.17 Where we do not pass on the full charges from third-parties, or do not charge fees for deposits or withdrawals, we reserve the right at our sole discretion to apply a fee for any deposit or withdrawal if the level of trading activity on your Account or Trading Account is deemed insufficient by us.

6.18 Details of applicable deposit and withdrawal fees are published on our website or the Secure Account Portal and may be updated from time to time.

## Market Data fees

6.19 Certain products and services may require that we charge you a market data fee, such as for certain equity index or stock CFD products. These fees may differ depending on your own trading experience or circumstances, as required by the relevant data vendor used.

## Subscription Fees

6.20 Where we offer an additional service, such as the use of a VPS (Virtual Private Server) or TabTrade+ subscription, we may charge you a fee for the ongoing

subscription to that service. Any applicable fees are published on our website or the Secure Account Portal and may be updated from time to time.

## Other Fees

6.21 We may charge fees for additional services such as Trading Account statements in hard copy, special reporting, or processing of non-standard requests. Applicable charges are set out on our website or the Secure Account Portal.

## Taxes

6.22 You are responsible for any taxes that apply to your trading activity. We do not withhold or deduct tax from your trading unless required by Governing Laws, such as for US stock CFDs. We recommend that you seek independent tax advice before trading with us.

# 7. Representations and Warranties

## Your Representations and Warranties

7.1 You warrant and represent to us, on a continuing basis, that:

- a. you are legally capable, and have the full power and authority of entering into and performing your obligations under these Terms;

- b. if you are an individual, you are at least 18 years of age;
- c. if you are a body corporate, you are duly incorporated, validly existing and in good standing under the laws of your place of incorporation;
- d. your obligations under these Terms are valid, binding and enforceable against you;
- e. the information you provide in your application, and at any time thereafter, is true, complete and not misleading in any material respect;
- f. you will notify us promptly of any material change to the information you have provided;
- g. you will comply with all Governing Laws, regulations and market rules in relation to your trading with us;
- h. you enter into these Terms and each Contract as principal and not as agent or trustee for any other person;
- i. the funds you use to trade are not derived from illegal activities;
- j. you will not use our services to engage in money laundering, terrorism financing, or any unlawful conduct;
- k. you will comply at all times with applicable AML/CTF Requirements and regulations.
- l. you will not engage in market abuse, insider trading, Prohibited Practices, Fraudulent Activity, or any conduct that may constitute

improper trading or manipulation; and

- m. you understand the nature and risks of trading Margin FX and CFDs and have the financial resources and ability to bear those risks.

7.2 We rely on the warranties and representations you provide under clause 7.1 when we deal with you. Each warranty and representation is deemed to be repeated by you on each day that you have an Account open with us or any Contract open.

7.3 You agree that you will:

- a. promptly provide any information or documentation we reasonably request to comply with Governing Laws, including anti-money laundering and counter-terrorism financing obligations;
- b. maintain sufficient systems, controls, and resources to ensure that you can meet your obligations under these Terms and any Contract;
- c. act honestly, fairly, and in good faith in your dealings with us; and
- d. not use our services for any unlawful, improper, or abusive purpose.

7.4 You must notify us immediately if:

- a. any warranty or representation you have given to us becomes untrue,

- inaccurate, or misleading in any material respect;
- b. you become unable to pay your debts as they fall due or are subject to any form of insolvency proceedings;
  - c. you are convicted of an offence involving fraud or dishonesty; or
  - d. any regulatory or governmental body initiates an investigation or enforcement action against you in relation to financial services or trading activities.

## 8. Confidentiality and Data Protection

8.1 We collect Personal Data from you in order to establish and administer your Account, provide our services, and comply with legal and regulatory obligations. The information we collect may include, but is not limited to, your name, contact details, identification documents, financial information, and trading history.

8.2 By entering into this Agreement and opening an Account with us, you consent to the collection, use, and disclosure of your personal information as described in this section and in our Privacy Policy.

8.3 By agreeing to these Terms, you acknowledge that you have read and understood the Privacy Policy.

8.4 You consent to us recording telephone conversations and electronic

communications with you. Such recordings may be used for training, monitoring, compliance, Dispute resolution, or as evidence in any legal or regulatory proceedings. Our records are binding in the absence of clear evidence to the contrary.

### Use of Information

8.5 We may use your Personal Data to:

- a. provide trading services to you;
- b. manage our relationship with you;
- c. comply with Governing Laws and regulations, including AML/CTF Requirements;
- d. conduct research, product development, and marketing (unless you opt out); and
- e. monitor and improve the quality of our products and services.

8.6 We may use your Personal Data to send you information about our products, services, or promotions. You may opt out of receiving marketing communications at any time by following the instructions provided in the communication or by contacting us directly.

### Retention and Storage

8.7 We take reasonable steps to ensure that the Personal Data we hold is stored securely and protected from misuse, loss, unauthorised access, modification, or disclosure. Security measures may

include encryption, access controls, and regular monitoring of our systems.

8.8 We will retain your Personal Data for as long as necessary to provide our services to you, to comply with legal and regulatory obligations, and to resolve Disputes. When information is no longer required, we will take reasonable steps to destroy or permanently de-identify it.

8.9 You may request access to the Personal Data we hold about you at any time. We will provide access unless we are permitted or required by law to withhold it. If any of your Personal Data is inaccurate, incomplete, or out of date, you may request that it be corrected and we will take reasonable steps to do so.

### **Disclosure of Information**

8.10 We may disclose your Personal Data to:

- a. our related entities, employees, contractors, and service providers;
- b. Liquidity Providers, market data vendors, and technology partners;
- c. professional advisers, auditors, or insurers;
- d. regulators, government agencies, or law enforcement authorities in Saint Lucia or elsewhere where required by law; and
- e. any other party with your consent.

8.11 Your Personal Data may be disclosed to recipients located outside Saint Lucia,

including in jurisdictions where privacy laws may be different. We will take reasonable steps to ensure that overseas recipients protect your information consistently with applicable legal standards.

8.12 You agree that we may disclose information about you and your Account to law enforcement, regulators, or other authorities if required by law or where we suspect activity may involve money laundering, terrorism financing, or other unlawful conduct. Such disclosure may be made without notice to you.

8.13 We will keep all information relating to your Account confidential except where disclosure is required by law or regulation, by the FSRA or another authority, or where disclosure is necessary in order for us to perform our obligations under these Terms.

## **9. Indemnity and Liability**

### **Our Liability to You**

9.1 We are not liable to you for any loss, damage, cost, or expense you suffer in connection with these Terms or any Contract, except to the extent that the loss arises directly from our fraud, negligence, or wilful default.

9.2 We are not liable for any indirect, special, or consequential loss, including loss of profits, loss of opportunity, or loss

resulting from business interruption, even if we were aware of the possibility of such loss.

9.3 We are not liable for any loss arising from events outside our reasonable control, including system failures, delays, market disruptions, suspension of trading, changes in law, or acts of government or regulatory authorities.

9.4 We are not responsible for the acts, omissions, or insolvency of any third-party, including Liquidity Providers, banks, payment providers, data providers, or exchanges, unless required by law.

9.5 To the maximum extent permitted by law, our total aggregate liability to you for any loss or damage arising out of or in connection with these Terms or any Contract is limited to the lesser of:

- a. the amount of Margin you have deposited with us in relation to the Contract giving rise to the claim; or
- b. the actual direct loss you have suffered.

### **Indemnity by You**

9.6 You indemnify us against all costs, expenses, losses, or liabilities we incur in connection with:

- a. your breach of these Terms or any Contract;

- b. any Fraudulent Activity, Prohibited Practice, or false or misleading information you provide;
- c. any action we take to enforce our rights under these Terms; or
- d. any claim brought against us by a third-party arising from your trading activities.

### **Survival**

9.7 The indemnity in clause 9.6 survives termination of these Terms and continues for as long as we have exposure to any liability arising from your Account or Contracts.

### **Your Acknowledgement**

9.8 You acknowledge that:

- a. trading Margin FX and CFDs involves significant risk of loss and may not be suitable for all investors;
- b. you have considered your own financial situation, objectives, and experience before entering into this Agreement; and
- c. you will not hold us responsible for losses arising from your trading decisions, except where caused by our fraud, negligence, or wilful default.

## **10. Termination**

### **Termination by Either Party**

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10.1 Either you or we may terminate this Agreement by giving written notice to the other. Termination takes effect on the date specified in the notice, or immediately if no date is specified.

### Termination by Us

10.2 We may terminate this Agreement or close your Account immediately without prior notice if:

- a. you fail to comply with these Terms;
- b. you fail to maintain sufficient Margin or to meet a Margin Call;
- c. you engage in Prohibited Practices, Fraudulent Activities, or any other improper or unlawful conduct;
- d. you become insolvent, bankrupt, or are subject to any similar proceeding;
- e. we reasonably believe your Account has been used for illegal or improper purposes; or
- f. we are required to do so by law, regulation, or the FSRA.

### Effect of Termination

10.3 Termination of these Terms does not affect any rights or obligations that have already accrued. You remain responsible for all outstanding obligations, including any amounts owed to us, up to and following the termination date.

10.4 Upon termination, we may, without notice to you do any combination of the following:

- a. close some or all of your open Positions;
- b. transfer balances in your Trading Account to your Wallet;
- c. deduct any amounts you owe us; or
- d. take any other action reasonably necessary to finalise your Account.

### Survival

10.5 Any provision of these Terms that is intended to survive termination, including indemnities, liability limitations, and confidentiality obligations, continues in full force and effect after termination.

## 11. Governing Law and Disputes

11.1 These Terms are governed by the laws of Saint Lucia. You agree to submit to the non-exclusive jurisdiction of the courts of Saint Lucia in relation to any Dispute connected with these Terms or any Contract.

11.2 If any provision of these Terms is inconsistent with a law or regulation in Saint Lucia that cannot be excluded, that law or regulation will prevail to the extent of the inconsistency. The remaining provisions of these Terms remain in effect.

11.3 If a Dispute arises in relation to these Terms or any Contract, both Parties must attempt to resolve it in good faith. If it cannot be resolved through our internal processes, you may escalate the matter to the FSRA, in accordance with their published complaints procedures.

11.4 If you have a complaint, you should contact us promptly. See our Complaints Policy for details about the process that should follow.

## 12. General Provisions

12.1 In addition to any other rights we have under these Terms or under law, we may, at our discretion and without prior notice to you, do any combination of the following:

- a. refuse to accept any Order;
- b. close one or more of your open Positions;
- c. modify your Position limits;
- d. enforce any Contract where you owe money to us;
- e. correct or adjust errors or omissions in your Trading Account;
- f. adjust the terms of your Contract where necessary to reflect market conditions or fair value;
- g. vary margin requirements for existing or new Positions;
- h. suspend or restrict access to the Platform and Secure Account Portal;

- i. withhold funds and recover transfer costs or charges incurred in processing a deposit or withdrawal; or
- j. terminate these Terms and close your Account.

12.2 We may exercise the rights in clause 12.1 where, in our reasonable opinion:

- a. a breach by you of these Terms has occurred;
- b. it is necessary to protect our systems, servers, or the integrity of the Platform;
- c. it is necessary to ensure our solvency or ability to meet our obligations;
- d. reliable pricing or market information is unavailable;
- e. you fail to perform any obligation under these Terms, including payment of any amount due;
- f. abnormal trading conditions exist;
- g. you have engaged in Prohibited Practices, Fraudulent Activity, or trading strategies designed to take unfair advantage of our pricing or execution; or
- h. we otherwise reasonably consider it necessary for the protection of our interests or those of our clients.

12.3 We will exercise our rights under this section reasonably, in good faith, and having regard to market conditions and our regulatory obligations. Where practicable, we will notify you after

exercising a right, but failure to do so does not invalidate the action taken.

12.4 We may exercise any right under these Terms at our discretion. Failure to exercise a right immediately does not prevent us from exercising it later.

12.5 You must pay our reasonable costs and expenses in relation to the enforcement of these Terms, including legal costs on a full indemnity basis, except to the extent caused by our fraud, negligence, or wilful default.

12.6 We may offset any amount you owe us under these Terms against any amount we owe you, including balances in your Wallet or Trading Accounts.

12.7 If any payment you make is voided or reversed (for example, due to insolvency or chargeback), our rights and your obligations under these Terms are reinstated as if the payment had not been made.

12.8 Rights and obligations under these Terms are not merged or extinguished by settlement, termination, or Account closure. Provisions intended to survive termination, including indemnities and confidentiality, remain in full effect.

12.9 You must do all things reasonably necessary, including signing documents, to give effect to these Terms and to any Contract entered into under them.

12.10 We may change these Terms by giving you notice. Unless a different timeframe is required by law or regulation, changes take effect on the date specified in the notice. If you continue to maintain an Account or enter into Contracts with us after that date, you will be deemed to have accepted the changes.

12.11 No failure or delay by us in exercising any right or remedy under these Terms operates as a waiver of that right or remedy. A waiver is only effective if it is in writing and applies only to the circumstances for which it is given.

12.12 If any provision of these Terms is held to be invalid, unlawful, or unenforceable, that provision will be severed from these Terms and the remaining provisions will continue in full force and effect.

12.13 The rights and remedies provided under these Terms are cumulative and not exclusive of any rights or remedies provided by law.

12.14 Provisions of these Terms which by their nature are intended to survive termination, including indemnities, limitations of liability, confidentiality, and payment obligations, remain in effect after termination.

12.15 Any delay or omission by us in exercising a right or power under these Terms does not operate as a waiver of that right or power.

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12.16 Nothing in these Terms creates a partnership, joint venture, fiduciary, or employment relationship between you and us. Our relationship is strictly that of principal and client.

12.17 You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. We may assign or transfer our rights or obligations under these Terms to a related body corporate or to a successor entity, and we will notify you if this occurs.

12.18 We are not liable for any failure to perform our obligations under these Terms where the failure is caused by events beyond our reasonable control, including natural disasters, war, terrorism, civil disturbance, strikes, system failures, or actions of governments or regulators.

12.19 In these Terms, unless the context requires otherwise:

- a. the singular includes the plural and vice versa;
- b. references to a person include a natural person, corporation, partnership, or other entity;
- c. references to a law include any amendment, re-enactment, or replacement of it; and
- d. headings are for convenience only and do not affect interpretation.

12.20 Nothing in these Terms operates to exclude or restrict any duty, liability, or remedy we may have to you under

Governing Laws in Saint Lucia that cannot lawfully be excluded or restricted.

## **Tax**

12.21 You are responsible for any taxes that may arise in connection with your trading activity, including income tax, capital gains tax, transaction duties, or any other levy imposed by a relevant authority.

12.22 We do not provide tax advice. The information we provide in statements, Confirmations, or reports is not intended to be tax advice and should not be relied upon as such. You should seek independent advice to understand the tax treatment of your trading.

12.23 Where we are required by law to withhold or deduct tax from a payment to you, we will do so and account to the relevant authority. Any withholding or deduction made in this way discharges our obligation to you in respect of that payment.

12.24 You must comply with all applicable tax reporting and payment obligations in your jurisdiction. You indemnify us against any liability we incur as a result of your failure to meet your tax obligations.

## **Information and Communications**

12.25 The information contained in these Terms is of a general nature only. We do not provide personal financial advice. You are solely responsible for assessing the

features and risks of our products and for seeking your own independent advice before trading.

12.26 You consent to us providing all notices, statements, Confirmations, and other communications electronically, whether via email, through the Platform, or published on our website. Electronic communications are taken to have been received at the time of transmission or publication. You are responsible for ensuring that your contact details provided to us are accurate and kept up to date.

12.27 Our records, including telephone recordings, electronic communications, and system logs, are conclusive evidence of your instructions and transactions, unless you can show clear evidence to the contrary.

### **Intellectual Property**

12.28 All intellectual property rights in our Platform, website, trading systems, and any related materials remain our property or that of our licensors. You are granted a limited, non-exclusive, non-transferable licence to use the Platform and services solely for the purpose of trading with us in accordance with these Terms. You must not copy, reproduce, distribute, or create derivative works from our intellectual property without our prior written consent.