

Terms of Use



kowela

1. Introduction

1.1. This document is the official Agreement (the "Agreement") applicable to the terms and conditions of use ("Terms of Use"), access, rights, and privileges relating to the services, products, and facilities of Kowela LTD (the "Company", "We", "Us", "Our/s", or "Kowela.com"). The Company's business address is at The Gateway Tower 5, Harbour City, 15 Canton Road, Kowloon, Hong Kong.

1.2. It is important to read, understand, and accept all the terms and conditions in this Agreement before attempting to use or access any of our services. The user becomes an official client (the "Client/s", "User/s", "He/She", "You", or "Your/s") of the Company upon his/her acceptance of the Terms of Use as set forth in this Agreement. The Company and the Client are collectively referred to as the "Parties" or "Both Parties".

1.3. The Terms of Use apply to the use and access to our website, applications, and any services that we provide, including, without limitation:

- Trading and investing services
- Copyright services
- Data collection and storage practices
- Any downloadable material from the website
- Financial information published on our website or applications by us or any of our affiliated third parties
- Electronic content, including real-time information on the exchange rate or price of some currencies, indices, stocks, commodities, and cryptocurrencies
- Other tools for executing transactions in the Foreign Exchange market (the "Forex" or "Forex Market")
- Any marketing and trading materials or content found on the website and other content and services that we may add in the future (collectively the "Services")

1.4. Some services or products may have separate terms and conditions of access and use, where you are responsible for acknowledging such terms and conditions set separately or additionally. Further description of services is provided herein, including the definition of terms that will be used in the course of your trading.

1.5. The financial market and its trading instruments, including Contracts for Differences (the "CFDs") and other financial assets, are highly leveraged products that may not be suitable for all investors. The corresponding instruments involve complexity and risks, and you are responsible for understanding the potential risks and costs when trading these instruments. The use of margin or leverage can come with greater risks, where you acknowledge and accept that there may be cases where it will be necessary to close your transactions without prior notice. We recommend that you do not invest more than what you can afford to lose.

1.6. We urge you to read this document carefully. If you do not understand or if you do not agree to be bound by the Terms of Use set herein, do not use any of our services. By continuing to use our services and products, you imply that you have read this Agreement and you unconditionally agree to its entirety without reservation. Both parties must comply with this Agreement, which is a legally binding contract, to manage the professional relationship between the Clients and the Company. This Agreement will also serve as a legal reference for any conflict of interest or dispute between and among the involved parties.

1.7. We may, but are not obliged to, provide you with this Agreement or any other documentation, contracts, information, and communications in other languages. While we may translate any text or content to other languages, we shall bear no responsibility for inaccuracy or discrepancy in any translation. You acknowledge that the official language in our provided documents is English, and in any event that discrepancies or inconsistencies occur, the English version shall prevail exclusively.

1.8. Additional contracts or agreements may also be provided to you during your trading. You understand and accept that any additional contracts following this Agreement, and infringement of the respective contract, denote non-compliance with the Terms of Use herein.

1.9. The Terms of Use herein and in other legal documents or contracts may be amended and updated from time to time. We may but are not obliged to give notice regarding such changes, where you are responsible for checking the Terms of Use periodically to review the most updated version of this Agreement and other policies or documentation.

1.10. Our official website is www.Kowela.com (the “Official Website”), and our official email address for general inquiries is customer.info@kowela.com (the “Official Email Address”).

2. Definition of Terms

2.1. The definition of the terms herein, which may serve as a reference to be used during your trading with the Company:

- Account(s)
 - With several types of trading accounts, we offer to users for registration with the Company
- Account Summary
 - A brief view of your ongoing and past transactions, which can be found in your trading account and trading platform
- Additional Agreement or Contract
 - A separate agreement or contract in different documentation
- Affiliate
 - An individual or entity who is a part of our Affiliate Program and our services provided to Clients
- Agreement
 - When used herein, it means this Agreement of the Terms of Use set for the use and access, rights, and privileges relating to the services, products, and facilities of the Company
- Business Day
 - Our operational days from Monday to Friday, 00:00 to 23:59 GMT+2, excluding international holidays
- Client
 - Can also be referred to as the “User/s”, “He/She”, “You”, or “Your/s”; the individual or entity who avails our services and facilities
- Company
 - The management, administration, directors, and workforce of Kowela
- Contract
 - The purchase or investment of any trading instrument undertaken between the relevant parties
- Counterparty
 - Our affiliated firms that cover financial and investment services for us to provide trading services
- Credentials
 - May also be referred to as “Login Credentials” that you use to access your accounts with the Company
- Deposit
 - The act of funding money to use for your trading activities or for other payment dues
- Electronic Document
 - Any form of non-paper-based documents that we send to Clients through our available means of communication
- Electronic Signature
 - The digital signature of the relevant party in non-paper-based documents is equally binding as handwritten signatures

- Event of Default
 - Cases of non-compliance of the relevant parties as described herein
- Financial Market or Foreign Exchange (Forex) Market
 - The regulated markets or multilateral trading facilities where you can invest the available trading instruments
- Fund(s)
 - The money or capital investment you use in your trading account for trading with the Company
- Instruction(s)
 - Any dealing instruction of the Client to perform trading activities in the account on his/her behalf that may be requested via email subject to our approval
- Intellectual Property
 - Our services, products, and other facilities we offer as described under 3.3. Intellectual Property
- Joint Account
 - One of the account types that we offer where two or more Clients can manage one trading account
- Official Address
 - When used herein, the registered address of the Company
- Official Email Address
 - When used herein, the Company's email address used as one of our official communication means
- Party
 - Any relevant party bound to this Agreement (the Client and the Company)
- Payment Service Provider
 - Herein referred to as the "PSPs", our affiliated financial banks and institutions providing Clients our relevant services
- Personal Data
 - Any information and documents that Clients provide to us
- Principal
 - The party or legal entity that mandates transactions, orders, and contracts
- Services
 - The resources and other facilities we provide to users of the Company as indicated in this Agreement
- Swap-Free Account (Islamic Account)
 - One of the account types we offer to users that are exempted from swaps or rollover fees as described under 4.3. Swap-Free Accounts (Islamic Accounts)
- Terms of Use
 - As set herein, the legal agreements of the Company and the Clients who use our services.
- Trading Account
 - The accounts assigned to our Clients where you can perform trading activities with the Company
- Trading Material
 - Any tool or source of information that you may use as a guide and reference in your trading as part of our provided services
- Trading Platform
 - The software we offer, which you can use to see or execute your trades and view other trading materials
- Transaction
 - The act of dealing with any trading activities or financial activities with the Company
- Withdraw(al)
 - The act of transacting the funds from your trading account

2.2. The definition of terms that can serve as your reference when using the trading platform is set herein:

- Annualized
 - The conversion rate of a trading instrument every year
- Ask Price
 - A price quote of a trading instrument as its base price that you can "Buy"
- Asset
 - A type of Trading Instrument which is contractual from owning equity instruments, bonds, or stocks
- Averaging Up or Averaging Down
 - The act of trading an instrument as its price rise or fall, respectively
- Balance
 - The current amount of money in your trading account
- Base Currency
 - The first currency symbol in a currency pair
- Bid Price
 - A price quote of a trading instrument as its secondary price that you can "Sell"
- Bonus
 - Additional funds to your trading account that we, or any of our affiliates, may provide
- Buy Limit or Sell Limit
 - Type of Order to "Buy" or "Sell" a trade at a specific price higher than its current price, respectively
- Buy Stop or Sell Stop
 - Type of Order to "Buy" or "Sell" a trade at a specific price lower than its current price, respectively
- Capital
 - The initial or existing money of the Client
- Capital Gain or Capital Loss
 - Price of a trading instrument that rises or falls
- Commission
 - Fees we charge or by any of our affiliates to maintain our business operation
- Contrarian Investing
 - The act of buying a trading instrument in a declining market and selling in a bullish market
- Credit
 - Additional funds that we can provide or any of affiliated financial institutions that Clients can use for trading activities, which must be settled at a given period
- Currency
 - System circulated as a medium of exchange
- Currency Pair
 - Quotation of two different currencies or exchange rate of the value of one currency quoted by the other
- Day Trader or Day Trading
 - An individual who invests, or an act of investing, multiple trading instruments within the same trading day, respectively
- Derivative(s)
 - A type of financial instrument with a value from an underlying variable asset that can be traded
- Equity
 - Your account balance plus the floating profit or loss of your open positions (Balance + Floating Profit/Loss)
- Exchange Rate
 - Value of one currency for the purpose of conversion to another

- Floating Loss or Floating Profit
 - Unrealized profit or loss in your trading account from open positions
- Forecast
 - Analysis of speculation in the financial markets through fundamental or technical analyses
- Free Margin
 - The difference between your account equity and the margin of your open positions (Equity - Margin)
- Hedge or Hedging
 - Buying one financial asset and Selling another of the same instrument and volume
- Index or Indices
 - A Trading Instrument of underlying assets to measure a group of stocks
- Initial Public Offering (IPO)
 - The flotation of a company on the financial market when sold to institutional investors, also known as the stock market launch
- Leverage
 - A facility we offer for traders to trade larger amounts of securities
- Long Position or Short Position
 - Where Buying becomes beneficial as the market price rises and where Selling is to your advantage as the market price falls
- Margin
 - Money placed and engaged in the positions you trade
- Margin Call
 - When a trading account no longer has a free margin, and the account needs additional funding
- Margin-Call Level
 - The level required to maintain open positions in the trading account
- Margin Level
 - Ratio of equity to margin; $(\text{Equity} / \text{Margin}) \times 100$
- Market Price Difference
 - The price difference between Bid and Ask
- Open Position or Open Trade
 - The ongoing trades or current trades held in your trading account
- Opening Price and Closing Price
 - The initial and last price of a trading asset when it opens and closes at the beginning and the end of a trading session, respectively
- Order
 - A system of how you intend to enter or exit a trade
- Pending Order
 - An order that was not yet executed, thus not yet becoming a trade
- Pip(s)
 - Short for "Point in Percentage", a small measure of change in a currency pair
- Position
 - Order or trades in your trading account, either pending or ongoing
- Rally
 - A sudden market price hike of a trading instrument
- Rollover
 - The procedure of moving open positions from one trading day to another
- Rollover Fees
 - See definition of "Swap(s)"

- Share(s)
 - Units of ownership in a company or financial asset
- Stock Symbol
 - Arrangement of characters representing each trading instrument
- Stock(s)
 - Refers to the partial ownership of a company
- Stop Loss and Take Profit
 - Types of Orders to close an open position at a certain price to either limit the loss or profit, respectively
- Stop-Out Level
 - When the system starts closing your negative positions as it pulls below your margin level
- Swap(s)
 - The interest fee charged at the end of each trading session if you keep your trade open overnight
- Trading Instrument
 - Can also be referred to herein as a “Financial Instrument”; any asset that can be traded in the financial market through your trading account
- Volatility
 - Amount of uncertainty or risk involved with the size of changes in a Trading Instrument

3. Scope of the Agreement

3.1. The Client

3.1.1. The details and personal information you provide to us upon account registration and when making a deposit must be true, accurate, and complete. If you have changes or updates to any information you provided, notify us via email immediately.

3.1.2. Users can register either as an individual or as a company. While all registrants are considered individuals initially, users must indicate if he/she intends to register as a company. You understand and accept that additional requirements may be mandatory if you register for a different classification.

3.1.3. If you act on behalf of a third party, and whether you identify that third party, we will not consider the foregoing third as a direct or indirect client. You acknowledge that we will not have any obligation to the respective third party and will only acknowledge such third party as an official client upon our approval.

3.1.4. You acknowledge and accept that financial investing involves risks and that online trading entails the possibilities of capital deficit and loss. The nature of our business and the services we offer are made available only for clients that can fulfill obligations under legally binding contracts authorized in his/her country of jurisdiction.

3.1.5. You hereby confirm that you are not a United States (“US”) Person nor transacting on behalf of a US Person. You hereby agree to discontinue your use of our services if you become a US Person or begin transacting on behalf of one. Upon using our services and products, you acknowledge the entirety of 17 CFR 230.902 and confirm that you do not fall under the definition of a US Person where an entity is any of the following:

- A natural US resident or citizen
- A user who is physically present in the US when using our services
- A corporation, trust, or partnership and other legal entity incorporated under the US laws
- An entity with a principal place of business under the US jurisdiction
- A discretionary or non-discretionary account of a US Person
- Any other US person defined under 17 CFR 230.902

3.2. The Company and the Services

3.2.1. Financial regulations, codes, and ethics vary per country, wherein the use of our services and performing any trading activity that is unauthorized in your country or jurisdiction may lead to legal consequences. We will not be liable, in any way, for any damage you may incur upon the misuse of our services or products. You affirm that by using our services, you are not violating laws or regulations that apply to your jurisdiction.

3.2.2. We do not offer our services and products to users from the United States of America and its territories. Accordingly, you ensure that your current, permanent, or original residence does not operate under the jurisdiction of the USA. No statement or information contained herein shall be deemed a solicitation to buy or sell any securities or other financial instrument through our exchange facilities. The only entities that can offer to buy or sell securities or provide financial services to US residents are those that are appropriately registered as brokers, dealers, or investment advisers with federal and state regulatory authorities in the United States and its territories and possessions, including the jurisdiction where the securities are registered. Such shall apply unless an exemption from registration is available for a broker, dealer, or investment adviser and the specific type of transaction or product involved.

3.2.3. You must be at least 18 years old to use our services and to engage in financial investment activities according to the laws of our operating country. However, our services and products are only offered to users of legal age and of other significant legalities to be bound by financial and investing obligations in his/her country of residence and citizenship.

3.2.4. You are solely responsible for assessing the aptness of your knowledge, objective, and intention before you use or access any of our services. You are accountable for all activities and transactions executed in your account, which thereunto are made at your sole decision.

3.2.5. We prohibit all Clients from engaging in any insider trading, including unauthorized additional or separate agreements with the Company or any of our employees. You acknowledge that this transgression may result in a penalty or legal proceedings.

3.2.6. If you use or access our services, you are deemed to represent a warrant that you are not a politically exposed person and that you are not related to a politically involved person. You agree that the funds you use for availing any of our services do not come from any politics-related source or from any politician.

3.2.7. You affirm that the money you use and invest with us is legally obtained and is not involved or acquired from drug trafficking, abduction, terrorist activity, financial fraud, laundering, embezzlement, or any other unlawful criminal activity, or to what is considered unlawful by authority. You acknowledge that legal consequences may be implemented if you are suspected or proven to be using funds from any illegal activity. We reserve the right to suspend or terminate your account upon alleged or proven illegal origination of funds without prior notice.

3.2.8. Furthermore, you agree that only funds in the form of real money shall be accepted when depositing or using as your funds to your trading account and not in the form of goods. Clients can only use digital currencies that are available on our website. Accordingly, Clients who deposit funds through means we do not permit may be restricted from using our services.

3.2.9. For inquiries, discrepancies, complaints, disputes, and other requests, you must send your relevant concern to our official email. You agree that you can only contact us using your registered email as acknowledged by the Company. We reserve the right to reject any request should you use a different email to contact us.

3.3. Intellectual Property

3.3.1. All our owned materials and intellectual properties, including, but not limited to, all copyrights, trademarks, patents, service marks, website contents, services, products, platforms, databases, software codes, graphics (such as logos, images, videos, interface designs), campaigns, and personal information about the Company and our Clients (collectively the “Intellectual Properties”) are protected by local and international intellectual property laws and treaties and copyright laws and regulations.

3.3.2. Third-party materials and content on our website or when included in our services are being used with authorization from the third-party owners and affiliates, wherein we reserve the right to display and use such intellectual properties.

3.3.3. We record and document all exchanges of communications between the Client and the Company, such as, without limitation, conversations through telephone, emails, and live-chat messages. The records and information we obtain are solely our properties which are admissible proof of our communications. We reserve the right to use these information records as evidence in any court, regulatory government, and authorities if deemed obligatory.

3.3.4. Unauthorized reselling, modifying, copying, reproducing, uploading, posting, displaying, or distributing any of our intellectual properties may result in legal consequences. We reserve the right to nullify the Client’s account and this Agreement upon violating our copyrights.

4. Accounts

4.1. Trading Accounts

4.1.1. Upon the user’s registration, we grant each official Client a personal, revocable, non-exclusive, non-transferable account and authority, limited to the Terms of Use herein, to access and use our services and facilities as described in this Agreement.

4.1.2. We offer distinct types of trading accounts that Clients can choose from depending on the suitability and aptness of such an account to your personal bases and investment standards. However, we may keep some account types unavailable to users, which may be due to, without limitation, jurisdictional issues. We reserve the right to modify, replace, and enhance the features of each account type without prior notice.

4.1.3. The trading accounts we offer can be primarily used for financial transactions and trading activities. All trading accounts are considered regular accounts or the main account type by default, subject to these Terms of Use. The trading accounts we offer are Student Accounts, Starter Accounts, Premium Accounts, Advanced Accounts, Pro Accounts, and VIP Accounts (collectively the “Trading Accounts”).

4.1.4. Each account type is offered to be operated with different currencies, where you can choose your preferred available. However, if your local currency or preferred currency is not available, you may still opt for the available currencies, and your deposits and withdrawals will be converted automatically. However, you understand and accept that conversion rates are beyond our control as they are systematically computed.

4.1.5. We are not obligated to create an account on behalf of any user, and we reserve the right to reject or cancel requests to open on behalf of Clients without providing an explanation.

4.1.6. If it deems necessary to alter a condition or feature in your account type that may affect ongoing trades or transactions, you must provide a written letter of request to our email subject to our approval.

4.1.7. We reserve the right to charge maintenance fees for accounts that are inactive for a year or more to keep the trading account accessible.

4.1.8. You acknowledge that trading accounts with a balance below 100.00 USD may be terminated without prior notice. You are responsible for ensuring that the capital investment in your trading account is not less than the minimum amount required to avoid immediate account termination.

4.2. Joint Accounts

4.2.1. All trading accounts are inherently considered individual accounts that only a single Client is entitled to own. We strongly discourage account sharing with anonymous third parties, wherein if you prefer to manage or create a trading account with an authorized party, you must register for a Joint Account accordingly.

4.2.2. The Clients involved in a Joint Account (hereinafter "Joint Account Holders") are obliged to comply with the additional procedures for verification purposes. Joint Account Holders must individually provide their proof of identification to verify each participating Client.

4.2.3. If any discrepancy or conflict of interests arises, all Clients involved in the Joint Account shall be liable, respectively. Joint Account Holder hereby agrees that each of the holders is responsible for the other party.

4.2.4. If any of the Joint Account Holders provided instructions that are conflicting or inconsistent with other instructions, the relevant holders shall be responsible for clearing such conflict or inconsistency. Joint Account Holders must ensure that their instructions are clear and accordant before sending us the request. We are not liable for any damage or loss that such discrepancy may cause.

4.2.5. Each Joint Account Holder is eligible to terminate the existing Joint Accounts provided that all holders have complied accordingly with the conditions and procedures of account termination. In the event of default of one holder, this Agreement shall remain binding to the other holder/s.

4.2.6. Joint Account Holders may request the existing account to be converted into an individual account, provided that all holders consent through a written agreement. All holders shall remain liable for the obligations and responsibilities hereunder accordingly.

4.3. Swap-Free Accounts (Islamic Accounts)

4.3.1. The only type of swap-free account that we offer is an Islamic Account. In observance of Islamic religious beliefs that cannot receive or pay interest, we offer swap-free accounts to Clients of such religion (hereinafter the "Islamic Account"). Islamic Accounts may only be granted if you comply and complete the verification and documents required subject to our approval.

4.3.2. If you intend to convert your trading account into an Islamic Account, you must comply with the necessary procedures, wherein you shall provide documents verifying that you are a Muslim. Islamic Account requests will be assessed accordingly, and if the conversion request is approved, we will remove the swaps or rollover fees in your trading account.

4.3.3. We reserve the right, in our sole discretion, to reject Islamic Account-conversion requests if deemed necessary or if you do not comply with the proper procedure. We may also reject the conversion request if you lack proof or documents that you are eligible for an Islamic Account.

4.3.4. You acknowledge that the use of an Islamic Account may restrict or limit your trading account from holding positions or trades for more than 5 business days, which may otherwise signify abuse of such benefit.

4.3.5. You affirm that your declaration or request for an Islamic Account shall only be for observing your Islamic religious practices. Misuse of the Islamic Account or malpractice of availing such benefit may result in legal consequences. We reserve the right to restrict our service, revoke your access to your trading account, or revert the Islamic account to a regular trading account, all immediately without prior notice or justification.

4.3.6. Furthermore, we reserve the right to reimburse the non-accumulated swaps and rollover fees from executed positions before and after conversion from a regular trading account to Islamic Account and vice versa. We may also revoke all profits that you have acquired during your trading course.

4.3.7. In the event of mishandling an Islamic Account and reverting your swaps and rollovers or interests, you are responsible for settling your outstanding dues, and we can increase the charge of interests until equivalent to the executed trades in your trading account.

4.3.8. Profiting from the rollover fees or swaps is prohibited, wherein you are not allowed to obtain or collect the swaps or rollover fees from your executed trades in the Islamic Account.

4.4. Account Bonuses and Promotions

4.4.1. We offer bonuses and promotions occasionally subject to separate terms and conditions, which we may announce through our official website or upon contacting you. Announcements of such bonuses and promotions shall include their time limitation, inclusions, and mechanics.

4.4.2. Certain bonuses and promotions may be unavailable or restricted to some Clients. Moreover, we reserve the right to modify, cancel, or revoke any bonus or promotion type if deemed necessary.

4.4.3. Some bonuses may only be used for trading purposes and cannot be withdrawn. If you intend to withdraw the bonuses or profits generated from the bonuses, you must comply with the bonus guidelines set therein, subject to our approval. In case of a withdrawal request, whether it includes the profit or not, the corresponding percentage ratio of your withdrawal amount will be subtracted from your received bonus.

4.4.4. The Company is not liable for any conundrum that involves third-party software and applications. It is the Client's responsibility to keep track of fraudulent offers, in this case, bonuses and rewards, especially if it goes outside the Company's premises.

5. Trading Platform

5.1. Use of the Platform

5.1.1. The trading platforms we offer are available for distinct types of devices, as indicated on our official website. Official Clients of Kowela.com are granted limited access and authorization to the trading platform provided, which you can use to trade in the financial market and perform other trading activities. Credentials and account access are sent to Clients via the registered email.

5.1.2. You are responsible for acknowledging the separate and additional terms of use of such platforms, and you accept that the trading platforms are not guaranteed to be always secure and unerring therewith.

5.1.3. You affirm that you will only access and use the trading platform for its sole purpose. Any misuse of the platform or violation of its terms of use, including performing prohibited trading activities, may result in the restriction, suspension, or termination of your trading account.

5.1.4. The trading platforms and their terms of use may be altered from time to time, effective immediately. You are responsible for acknowledging such changes, and your continued use of the trading platform shall indicate your acceptance of any changes in its terms of use.

5.1.5. Some trading activities are prohibited, including, without limitation, scalping, use of expert advisors, use of manipulating software, and use of other software that conducts falsification with the trades. We can remove, close, or cancel any trades and accounts suspected or proven to conduct prohibited trading activities.

5.1.6. We cannot and do not guarantee that the trading platforms will perform without errors and inaccuracy. You accept that any instances of technical failures in the trading platform are beyond our control. These malfunctions include, without limitation, execution/transaction failure, delays, system interruption, security breaches, software installation issues, and viruses. You accept that these malfunctions may lead to data loss, commercial damages, and loss of funds.

5.2. Trading Instruments and Conditions

5.2.1. We coordinate with various financial and credit institutions that allow us to cover foreign exchange obligations. Currency pairs, cryptocurrencies, stocks, shares, commodities, futures, equities, bonds, indices, derivatives, and other financial instruments (individually or collectively the "Trading Instrument/s") are some of what we offer, which Clients can invest. While we offer a wide variety of Trading Instruments, we do not guarantee that all instruments are suitable for all investors and traders. Such Trading Instruments are available to all Clients, but you are solely responsible for ensuring that the instruments you intend to trade are appropriate for you.

5.2.2. You affirm that by investing in any of our Trading Instruments, you have fully read and understood our Risk Disclosure Statement that describes the possible risks and liabilities with trading in the financial market.

5.2.3. The market prices of all Trading Instruments frequently fluctuate due to their volatile nature and involve an elevated level of risk which may result in a capital loss. Through executing an order or trade, you accept the concept of price slippage and market gapping, which may lead to market price fluctuation, wherein the result of the volatility cannot be guaranteed to be whether at your advantage or disadvantage. We reserve the right, at any given time, to modify the quoted prices and other specifications, effective immediately if deemed necessary.

5.2.4. The Trading Instruments and its conditions can be altered by the Company now and then without prior notice. Altered conditions include, without limitation, an increase or decrease in leverage, contract sizes, price quotes, and spreads.

5.2.5. All trading transactions have at least two parties where the other is referred to as the "counterparty", wherein the Company is the counterparty of all Clients. Therefore, you are not allowed to execute any transaction with a different company or transact any order with different instrument specifications that are not owned by us. Furthermore, you can only execute trades or place orders with price quotes and specifications qualified by our liquidity providers and by us.

5.2.6. Regardless of your opted means to submit a trade or order, you are responsible for carrying out each order submission and for ensuring that it meets the requirements stipulated in this Agreement. By initiating an order and any transaction in your Trading Account, you affirm that you have fully read and understood our Trading Execution Policy that elucidates the terms of use of our trading platform and Trading Instruments.

5.2.7. We strongly encourage you to make your contact information available, especially after placing an order or sending a trading instruction, for us to confirm and verify before executing. You are responsible for effectively managing and monitoring your trading account and its standing. You acknowledge that some trading instruments may be restricted for execution if your account has reached elevated risk levels and limits that liquidity providers impose.

5.2.8. You are responsible for ensuring that your trading account has enough balance to maintain ongoing trades. You accept that insufficient balance may result in the closing of trades, account fluctuation, or account restriction. We reserve the right to put trades on hold if deemed required in alignment with the status of your trading account.

5.2.9. You may close trades manually on your trading platform or set specifications for your trades to close automatically. Trades that are open for 1 business day or more shall include swap fees or overnight charges. Moreover, you acknowledge that if you fail to close a trade before its expiration, such trade can be closed automatically regardless of the floating profit or loss. A Trading Instrument or derivative contract can be exempted from automatically closing provided that your trading account is stable and has completed the statistical requirements of the liquidity provider. For trades that closed automatically, you may change the liquidity provider for such trades subject to these Terms of Use.

5.2.10. Any trade executed under 5 minutes shall be canceled unless it was reserved with our affiliated provider. You understand and accept that profits generated from such trades will be considered void and null.

5.2.11. You understand and accept that for latent and unexecuted shares reservation and contract reservation, the equivalent percentage amount will be subtracted from your trading account. We reserve the right to close any ongoing trade in split lots or volumes to reduce the floating profit.

5.2.12. Hedging positions are not for all types of traders, as it carries extreme risks that may hurt your capital. You agree to consult the Company before hedging any financial instruments in your trading account, as you are solely responsible for any result of hedging trades.

5.3. Information and Market Recommendation

5.3.1. We may, without the obligation, provide you Trading Materials in the course of your trading that you can use as references, such as market information, market recommendations, charts, analyses, news reports and articles, educational videos, and e-books (collectively the "Trading Materials"). We may provide these Trading Materials through the available means of communication or on our website.

5.3.2. You acknowledge that these Trading Materials can be used as references only, and in no way do they indicate your actual execution for your trading account. This includes the market recommendations we provide, without the obligation to do so, to Clients for their trading.

5.3.3. While we can provide these Trading Materials as a contribution to your proficiency in trading, we cannot and do not guarantee the suitability and accuracy of these materials. You are solely responsible for your use and interpretation of any material or information provided to you. We will not be liable for any loss or damage you may incur upon the use of these materials and information in your trades.

6. Access and Authorization to Trading Accounts

6.1. Liability

6.1.1. You will be provided with login credentials to access your trading account and trading platform with us. You are responsible for always keeping these credentials secure and confidential. We strongly suggest that you do not leave your trading account unattended and avoid disclosing your credentials to anyone.

6.1.2. You are solely responsible for all transactions, orders, requests, and trading activities initiated in your trading account or trading platform, including those activities identified under your registered information. Any of the said actions under your trading account or platform shall be deemed as made or authorized by you, whether it was done intentionally or not.

6.1.3. We discourage you from disclosing your account credentials and information to avoid unfavorable third-party access. If you suppose that there has been an unknown or inappropriate use or access to your trading account, the incident must be reported to us immediately. You agree that you will be solely accountable for any damage or loss upon the misuse of any third party.

6.2. Third-Party Authorization

6.2.1. If you intend to grant access and authority to a third party subject to our approval, whether to supervise or operate your account, you hereby acknowledge the risks of such authorization. You must ensure that you are knowledgeable about all the activities that the respective third party performs in your trading account, wherein you are solely responsible for such. We will not be liable for any loss or damage you may incur as a consequence of authorizing a third party to use and access your trading account.

6.2.2. You can authorize a first-degree relative to execute trading activities on your behalf, provided that your submitted formal letter of request was approved by us and a further written agreement was granted, which you can request via email. Furthermore, you acknowledge that you and your respective relative must comply with the additional procedures and verification process.

6.2.3. You may also authorize a third party to manage your account, provided that your submitted formal letter of request was approved by us and a written agreement was granted. If you intend to grant trading authority to a third party, you and the relevant third party must comply with the additional terms and conditions.

6.2.4. Neither the Company nor any of our affiliates are responsible for overseeing your choice of such authorization or for making any recommendations with respect thereto. We are not liable for any loss or damage your account may incur for granting authority to any third party. Moreover, we reserve the right to reject and dismiss your appointed third party and any transactions performed by him/her at any time without prior notice.

6.2.5. By granting access and authority to any third party, you affirm that the relevant third party is knowledgeable of the Terms of Use and is capable of managing your trading account. All trading activities and financial transactions conducted by the relevant third party are under the liability of the Client, regardless of abuse of authorization or enactment of fraudulent activities.

6.2.6. We reserve the right to restrict, cancel, or terminate the access and authorization immediately of any third party, including any transaction made by such, if deemed necessary without prior notice.

6.2.7. Some business transactions, contracts, and agreements are provided as electronic documents that require electronic signatures instead of paper-based documents and signatures. You agree that electronic signatures are binding and are an affirmation of the relevant document. You understand and accept that electronic signatures for such documents are equivalent to your official signature.

6.2.8. The electronic documents and forms may be sent to your email. You must ensure that your registered email is active and accurate to avoid complications in receiving any electronic document.

7. Financial Transactions

7.1. Funding

7.1.1. We offer various funding methods made available to users who intend to deposit into their trading accounts with us. The deposited funds shall only be used for trading purposes, wherein other purposes other than the sole use of the payment methods are prohibited.

7.1.2. If your preferred deposit method is temporarily or permanently unavailable, we will offer you a different method appropriate for the transaction. Deposit requests and foreign transactions can be sent to our official email subject to our approval.

7.1.3. Deposit and withdrawal limits are imposed by our affiliated PSPs and banks, subject to changes from time to time, which are set with daily, monthly, and annual limits. All Clients must comply with such limits to avoid suspicious financial activities.

7.1.4. In compliance with our KYC Procedure, you are obligated to submit your personal identification and your financial information to verify your transactions accordingly.

7.1.5. All financial transactions are recorded for business reference and considered as our intellectual property, wherein you are solely responsible for all the financial transactions made into your trading account. Transactions are also recorded by our PSPs and bank affiliates, and if, in any case, you request any transaction record, we reserve the right to decline such request for whatever reason deemed necessary.

7.1.6. By performing any attempted or successful financial transaction, you thereby affirm that you have consented and approved the transaction.

7.1.7. You may authorize a third party to execute a transaction on your behalf, provided that a third-party transaction was requested, subject to our approval. For third-party transactions executed on behalf of a Client, the third party must provide a Power of Attorney and a valid proof of identification subject to our approval.

7.1.8. Each account type can be operated with different available currencies. You further understand and accept that conversion rates are systematically computed and beyond our control, which may not correspond to your computations.

7.1.9. Payments and deposit transactions can be processed within 1 business day, but deposits may take 1 to 5 business days to reflect in your account upon the successful process. Some payment providers may differ in promptness, such as that card transactions may reflect faster than bank transfers due to additional security measures. We are not responsible for any interruptions or delays that may occur in any transaction.

7.1.10. We reserve the right to reject or cancel any financial transaction if deemed necessary. You acknowledge and accept that we can also refuse any deposit or withdrawal request upon insubordination with our procedures. We may also refuse financial transaction requests from any bank or third party that is not verified by us or is not affiliated with us.

7.2. Withdrawal

7.2.1. The minimum amount of an international wire transfer withdrawal is 50.00 USD. We do not charge fees for any deposit or withdrawal transaction, but we do not guarantee that all transactions will be free of charge. Commission charges, processing fees, or service fees may occur, which you shall solely bear as imposed by banks and third-party PSPs. You agree to settle such fees immediately that you may acquire.

7.2.2. You may place your withdrawal request in your trading account subject to our approval upon verification of compliance with this Agreement. Withdrawal requests may take 1 to 5 business days to be processed. In line with this, you acknowledge that we cannot guarantee a definite period of how long you may receive such a withdrawal, which is beyond our control.

7.2.3. You acknowledge that your withdrawal request can be canceled if you do not comply accordingly with the relevant procedures within 2 months. Non-compliance includes the inability to provide us with your bank details, required documentation, or other information relevant to your withdrawal. If you do not cooperate and if you do not respond to our calls or emails as notice for more than 2 months regarding your withdrawal request, we shall proceed with its cancellation. We will send an email notification before canceling such a withdrawal request.

7.2.4. You understand and agree that for your withdrawal request to be processed, your trading account must be verified, and all trades and orders in your account must be closed. Verification procedures are established to prevent fraudulent activities and financial crimes.

7.2.5. Our affiliated PSPs and banks have established separate terms and conditions of use for their services that all parties must comply with accordingly. It is part of the PSPs and banks' conditions that Clients shall receive their withdrawn funds in the same method it was deposited. If deemed required for you to receive your withdrawal through a different method, you must send a formal request to our email. Therefore, we may request your additional banking information to process such withdrawal requests.

7.2.6. If two Company Clients request fund transfers to each other's trading account, both parties must send a formal request to our official email subject to our approval. For us to process such a request, the accounts of both Clients must be verified.

7.3. Fees and Other Charges

7.3.1. Imposed fees may be applied from time to time, including the bid and ask price, swaps, and rollover fees in your trading account, which you are responsible for settling. The Company reserves the right to adjust and modify these imposed fees at any time without notifying the Client regarding the changes. Any amendments to these charged fees can take effect immediately as a result of unpredictable market situations.

7.3.2. You understand and accept that additional fees may also be charged for your continuous use of our service and facilities. We reserve the right to charge fees for accounts that do not meet our statistical requirements without prior notice. We may also charge a 4% interest rate annually and an additional daily interest as determined according to your account standing.

7.3.3. Other charges may include, without limitation, rebates, commissions, profit shares, VATs, and other tax duties which may be charged by third-party financial institutions or affiliates.

7.3.4. Fees and charges may be displayed in your trading account or trading platform, and we may also notify you through email without the obligation to do so. You accept that we may amend, add, or cancel any imposed fees effective immediately in our sole discretion.

7.3.5. Some fees and charges may have due dates for settling, and you must ensure to settle such fees before the due dates. We reserve the right to restrict our services or terminate your trading account if you fail to settle payments for any fees or charges. Further negligence to settle any outstanding dues, including accumulating interest in your account, may lead to the termination of this Agreement or legal action.

7.3.6. Given the speculative attributes of online trading, you acknowledge that you are not eligible to apply for a chargeback considering the maintenance of the trading platform, trading account, and trading materials that are part of our service. If a chargeback was filed accordingly, you accept that your trading account will be blocked, suspended, or terminated.

8. Collected Data and Information

8.1. Personal Information

8.1.1. All Clients must provide the necessary information and documentation to complete our verification procedures. In compliance with our Know Your Customer ("KYC") Procedure, the details and documents we collect from you will be used for your profile information, which includes, without limitation, your full name, date of birth, address, occupation, financial capacity, and contact information such as email and phone number. You agree to keep your personal information true and updated for us to maintain the accuracy and suitability of the services we provide you. In case of any changes or updates to your registered information, you agree to contact us immediately about such changes to avoid further complications.

8.1.2. You agree to submit all necessary documentation, such as, without limitation, copies of identification and proof of residence. You further agree that we may also collect your banking information and other financial details as obliged by our affiliated banks and Payment Service Providers.

8.1.3. You acknowledge that we have the right to request additional documents depending on the country of your jurisdiction and on the policies of your used payment service provider. This includes added documentation for your identity or residence verification. Any additional required document is considered a part of our KYC Procedure.

8.1.4. We reserve the right to reject or cancel any submitted documents or information if deemed necessary. If you have submitted an inaccurate, outdated, incomplete, or incorrect type of data, you agree to provide the correct required information or document to avoid account or transaction issues. You are solely responsible for any outcome related to submitting incorrect or false information that may affect your transactions.

8.1.5. You affirm that by using and accessing our services, you have fully read and agreed to our KYC Procedure. Insubordination with our KYC Procedure may result in restriction of services and account access or account termination. The information we collect from you may be through the website and upon your registration, while the documents you provide may be collected through your provision through your trading account or through sending to our official email.

8.1.6. We have the right to disclose all collected data, including KYC documents, information, and transaction records, to our affiliates for business purposes only. Our affiliates may include service providers, credit institutions, and banks.

8.2. Records of Transactions

8.2.1. We reserve the right to record the communications between the Client and the Company, such as phone calls, exchange of emails, and chat messages, which we use for quality assurance and business purposes only. We are the sole owners of these communication records and therefore have the right to refuse their provision to any Client or third party for data protection and security reasons.

8.2.2. All attempted and successful financial transactions made through our facilities are also permanently recorded by us, from which we may obtain your personal information, such as banking details. You acknowledge and accept that our affiliated Payment Service Providers (the "PSPs") may also collect your transaction records and personal information, such as your full name and bank details, upon attempted or successful transaction.

8.2.3. The information, documents, conversations, and trading activity that we collect may be stored for our records permanently and are considered our intellectual properties. You understand and accept that all our collected records are confidential and will be used for business purposes only, such as to verify transactions and to resolve issues or conflicts. However, you agree that we may use these recorded communications to any court or regulatory government as admissible proof for whatever legal purpose it may serve. In compliance with our Privacy Policy, we reserve the right to disclose any collected information out of legal obligation.

8.2.4. While we may store these documents and information, we are not obligated to provide any of these records, including other internal documents, to you or to any third party. We reserve the right to reject or cancel any request regarding the provision of any recorded data or information to protect the privacy and security of the Company and to prevent misuse.

9. Termination of the Agreement

9.1. Cancellation of Services

9.1.1. Either the Company or the Client may terminate this Agreement provided that the relevant party who initiated the termination does not have any ongoing obligation to the other party. The party who intends to terminate this Agreement must send an email notification 14 days prior to the effective date of termination.

9.1.2. If you intend to terminate this Agreement, you affirm that you do not have outstanding dues, unsettled fees, ongoing trades, or pending orders. You must also ensure that you are not in a separate agreement or obligation under another contract with the Company. You are responsible for settling all your obligations, including the required funds to close ongoing trades and other fees in relation to the termination of this Agreement.

9.1.3. We reserve the right to use your funds to settle your outstanding obligations upon your termination of this Agreement. You accept that some or all your trades and orders may be put on hold or closed upon termination and that you may lose access to the trading account and trading platform.

9.1.4. You agree that the following occurrences shall indicate the account closure request, where we reserve the right to conduct a termination procedure without prior notice if:

- The trading account has been inactive for a month or more
- The amount of the most recent withdrawal request is equal to the total balance of the trading account
- You are unreachable in all forms of communication

9.1.5. You acknowledge and accept that we may implement the following upon the termination procedure:

- Charge daily fees for non-activity
- Cancel profits generated from the credit funds or bonus funds, with or without ongoing obligations to the Company
- Impose termination fees in case of ongoing obligations to the Company
- Deduct bonuses or credit funds from the total equity of the trading account

9.1.6. We may also require you to sign an official confirmation of the closure of your trading account, which you can receive through email.

9.2. Event of Default

9.2.1. An event of default shall be declared if you are proven to be involved in prohibited trading activities or other illegal conductions. This may include your failure to settle your obligations to the Company and if you are unable to complete the initial margin.

9.2.2. We may also declare an event of default if the Client becomes incapacitated, deemed inactive for a prolonged period, or demise.

9.2.3. In case of demise or incapacitation of the Client to trade and continue this Agreement, a first-degree relative of the Client will be the successor of his/her trading account. The relevant first-degree relative must present valid proof of relationship and identification documents subject to the approval of the Company.

9.2.4. Further causes of an event of default may be due to Force Majeure Events, where occurrences prevent either party from complying with the relevant obligations in this Agreement. Force Majeure Events can be the acts of God, such as earthquakes, tsunamis, typhoons, fire, epidemics, and other natural calamities. These events may also be acts of humans, such as national or international warfare, terrorism, labor dispute, lockouts, and civil disorder. You agree that we may also call Force Majeure Events in case of unwilfully caused electronic malfunction, market suspensions, and jurisdiction or regulatory bans.

9.2.5. You understand that in case of any event of default, this Agreement can be terminated automatically, and you may lose your access to our services, trading account, and platform.

9.2.6. Termination of this Agreement does not relieve all relevant parties from performing their obligations. You accept that failure to fulfill your obligations upon termination may result in canceling or considering your profits invalid.

