Client
Agreement

Preamble

This Client Agreement (the "Agreement") is made between Brave Ltd, a company incorporated in Saint Lucia (registration number 2026-00020) with its registered office at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia (the "Company", "we" or "us"), operating under the trading name Brave Markets through the website www.bravefx.trade, and the client — whether a natural person or a legal entity — who has completed the Account Opening Application Form and been accepted by the Company (the "Client", "you" or "your"). Together, the Company and the Client are the "Parties".

The Company is under no obligation to accept any person or entity as its client, may decline any application at its absolute discretion, and is not required to give reasons for doing so.

This Agreement, together with its Appendices and the documents "Summary of Best Interest and Order Execution Policy", "Risk Disclosure Policy", "Privacy Policy" and "Conflicts of Interest Policy" (together, the "Agreement"), each as amended from time to time, sets out the terms on which the Company provides its services and governs the relationship between the Parties. You should read all of these documents carefully, together with any other notices published on the Company's website, and satisfy yourself that you understand and accept them before accepting this Agreement.

The Company may make these documents available in languages other than English. Any translation is provided for convenience only and has no legal effect; the English version prevails, and the Company accepts no liability for the accuracy of translated material.

This Agreement supersedes any other agreement, arrangement or statement, express or implied, made by the Company or by any Introducer. You accept the terms of this Agreement automatically upon completing and submitting the Account Opening Application Form. By accepting the Agreement you also confirm that you agree to receive information, including amendments to this Agreement, by email or through the Company's website. For any question or notice you may contact the Company at support@bravefx.trade.

1. Definitions and Interpretation

1.1. In this Agreement, unless the context requires otherwise:

- **"Abusive Trading"** means conduct that seeks to profit in a risk-free or unfair manner or to exploit the Company's systems or pricing, including without limitation pip-hunting, gap trading, leverage abuse, abuse of negative balance protection, carry trades, churning of rebates, swap arbitrage, scalping, latency or feed arbitrage, exploitation of any temporary or minor pricing inaccuracy, use of unauthorised robots or automated data-entry systems, conduct contrary to good faith across one or more accounts or clients, any strategy that damages the Company's infrastructure or takes unfair advantage of the way its bid/ask prices are constructed, and any breach of the Client's obligations under Appendix A. Where Abusive Trading is identified, the Company may restrict platform access, void past or future profits, close some or all positions at prevailing market prices without notice, and terminate the Client's account, in which case the Client may withdraw the amount of the initial deposit or, at the Company's discretion, any remaining balance.
- **"Account Credentials"** means the unique username and password used by you to access the Trading Platform.
- **"Applicable Regulations"** means the rules of any regulatory authority with jurisdiction over the Company, the rules of any relevant market, and all other laws, rules and regulations of the relevant jurisdiction, in each case as amended from time to time.
- **"Archived Account"** means an account that can no longer be accessed through the client portal and on which no deposits, withdrawals or trades can be made.

- **“Base Currency”** means, in an FX Contract, the first currency of the Currency Pair, against which the Client buys or sells the Quote Currency.
- **“Business Day”** means any day other than a Saturday, a Sunday, 25 December, 1 January or any other holiday announced on the Company’s website.
- **“Buy” / “Long Position”** means a transaction opened by an offer to buy a specified quantity of an Underlying Asset, which appreciates if the underlying market price rises.
- **“Currency Pair”** means the Underlying Asset of an FX Contract, consisting of a Base Currency and a Quote Currency and reflecting how much of the Quote Currency is needed to purchase one unit of the Base Currency.
- **“Difference”** means the difference between the opening price and the closing price of a transaction in an FX Contract or CFD.
- **“Expert Advisor”** means an automated online trading system designed to run on the Trading Platform, capable of alerting the Client to opportunities or of trading the account automatically, including sending orders and adjusting stop loss, trailing stop and take profit levels.
- **“Expiry Date”** means the date and time shown on the Trading Platform on which open transactions in a given Underlying Asset expire automatically.
- **“Financial Instrument”** means the instruments offered by the Company from time to time as marketed on its website.
- **“FX Contract” or “FX”** means the type of CFD whose Underlying Asset is a Currency Pair; references to CFDs in this Agreement include FX Contracts.
- **“Initial Margin”** means the minimum amount required in your Trading Account to open a transaction, as specified on the Trading Platform for each Underlying Asset.
- **“Maintenance Margin”** means the minimum amount required in your Trading Account to keep a transaction open.
- **“Manifest Error”** means an error the Company reasonably considers obvious, including offers to trade exaggerated volumes or at plainly incorrect prices.
- **“Margin Call”** means a demand by the Company that you increase the funds in your Trading Account to satisfy margin requirements.
- **“Open Position”** means any contract that has not been closed.
- **“Order”** means an instruction from the Client to trade in FX and CFDs, including stop loss and take profit orders.
- **“Personal Area”** means the section of the Company’s website dedicated to each Client, through which the Company and the Client may interact.
- **“Quote”** means the current bid and ask prices for a specific Underlying Asset.
- **“Scalping”** means opening numerous CFD positions at the same time and closing them within less than five minutes, or buying at the bid and selling at the ask so as to capture the bid/ask difference.
- **“Sell” / “Short Position”** means a transaction opened by an offer to sell a specified quantity of an Underlying Asset.
- **“Slippage”** means the difference between the expected price of a transaction and the price at which it is actually executed. Slippage may be positive (better than requested) or negative (worse than requested) and occurs most often during volatile or illiquid conditions.
- **“Spread”** means the difference between the ask and the bid price of an Underlying Asset at the same moment.

- **"Swap" or "Rollover"** means the interest added to or deducted from an account for holding a position open overnight.
- **"Trading Account"** means your personalised account comprising your open positions, orders, balance and deposit/withdrawal transactions.
- **"Trading Platform"** means the electronic systems operated and maintained by the Company — including software, databases, telecommunications hardware and technical facilities — through which the Client trades FX and CFDs (currently MetaTrader 5).
- **"Underlying Asset"** means the asset underlying a CFD, which may include currency pairs, equity indices, metals, energies, commodities, shares, cryptocurrencies and futures, as listed on the Trading Platform from time to time.
- **"Underlying Market"** means the market on which an Underlying Asset is traded.

1.2. Words in the singular include the plural and vice versa; words importing one gender include all genders; and references to persons include corporations, partnerships and all other legal entities. Paragraph headings are for ease of reference only. Any reference to a law or regulation is to that law or regulation as amended, re-enacted or replaced from time to time.

2. Licence and Use of the Trading Platform

2.1. The Trading Platform is not intended for distribution to or use by any person: (a) under 18 years of age or lacking legal capacity or soundness of mind; (b) resident in any country where such distribution or use would be contrary to local law or regulation — it is your responsibility to ascertain and comply with the laws to which you are subject; (c) who is a citizen or resident of jurisdictions from which the Company does not accept clients, including without limitation the United States of America, Australia, Japan, the Democratic People's Republic of Korea, the Islamic Republic of Iran, the Republic of Iraq and Belgium; or (d) who is an employee, director, associate, agent, affiliate or relative of, or otherwise connected to, the Company or any of its affiliates.

2.2. Without limiting the foregoing, the Company reserves the right, acting reasonably, to suspend or refuse access to the Trading Platform, close a Trading Account and terminate this Agreement at its sole discretion.

2.3. You acknowledge that the Company may provide the Trading Platform to other parties and agree that nothing in this Agreement prevents it from doing so.

2.4. Subject to this Agreement, the Company grants you a personal, limited, non-exclusive, revocable, non-transferable and non-sublicensable licence to install and use the Trading Platform, in object code only, solely for your personal use and benefit. Any third-party software embedded in the Trading Platform is provided subject to this Agreement and to any third-party licences notified to you, for which the Company gives no warranty, indemnity or support.

2.5. All rights not expressly granted are reserved. The Trading Platform is provided solely to facilitate trading with the Company and is not sold to you. The Trading Platform, all copies and derivative works, associated goodwill, copyrights, trademarks, logos, know-how, patents and all other intellectual property rights remain owned solely by the Company or its licensors.

2.6. You shall take all reasonable steps to procure and maintain, at your own expense, the hardware, operating environment, backup and infrastructure necessary to install and operate the Trading Platform; to prevent viruses, security breaches and other disabling events from damaging the Trading Platform through your acts or omissions; and to maintain appropriate security and access controls over your own computer systems.

2.7. Please notify us in writing of any problems with the Trading Platform or any suggested improvements. We may, but are not obliged to, implement modifications based on your suggestions, and any such modifications are the sole property of the Company. We will deliver the Trading Platform with reasonable skill and care, may add to, modify or remove any part of it at our discretion without liability, and may shut it down for maintenance without prior notice, which will be done only during weekends.

2.8. The Company makes no express or implied representation or warranty that the Trading Platform will be continuously available or uninterrupted; as to its operation, quality or functionality; that it will be free of errors or defects; or that it is free from viruses or other harmful properties. The Company is not liable for data loss or for equipment or software you replace as a result of using the Trading Platform.

2.9. You may use the Trading Platform only for so long as you are authorised to do so and only for its intended purpose, and you are responsible for all use of the Trading Platform (including your Account Credentials). You agree not to:

- use the Trading Platform for illegal or inappropriate purposes;
- interfere with or disrupt the proper operation of our software, hardware, systems or networks, including by transmitting corrupted files, viruses, Trojan horses, worms, spyware or other malicious content;
- attempt to gain unauthorised access to our systems or those of any other user, or reverse engineer or circumvent any security measures;
- take any action that interrupts or degrades the platform for other users;
- convey any false, unlawful, harassing, defamatory, abusive, hateful, threatening, obscene or otherwise objectionable material;
- carry out any commercial business on the Trading Platform;
- upload or download material protected by intellectual property or privacy rights without the necessary consents, or falsify the origin of any content;
- use any software applying artificial intelligence analysis to the Company's systems or Trading Platform;
- intercept, monitor, damage or modify communications not intended for you;
- use any spider, virus, worm, Trojan horse, time bomb or other code designed to distort, delete, damage or disassemble the Trading Platform or the Company's systems;
- send unsolicited commercial communications not permitted by applicable law;
- do anything that violates, or could permit irregular or unauthorised access to or use of, the Company's systems or Trading Platform; or
- log in and execute orders from a location, region or IP address where this is not permitted for regulatory reasons.

2.10. You are not entitled to download, save or copy the Trading Platform. If we reasonably suspect a breach of this Section 2, we may take one or more of the default measures set out in paragraph 25.2.

2.11. The Company reserves the right to revoke the swap-free status of any account without prior notice and without any obligation to explain its decision. If a swap-free account is found to engage in abusive practices — including without limitation carry trades, swap arbitrage, sustained high-volume positioning designed to profit chiefly from the absence of negative swap, activity concentrated in triple-swap periods, or any other deceitful exploitation of the swap-free facility — the Company may immediately cancel the swap-free status, apply swap charges to open or closed positions for the period deemed abusive, void profits derived from such positions, and terminate this Agreement.

3. Account Credentials and Security

3.1. If we accept you as a client, we will open a Trading Account in your name enabling you to place Orders on our Trading Platform. The Company offers different account types with differing margin requirements and features.

3.2. Access to your Trading Account requires the Account Credentials issued to you, which are confidential and for your use alone.

3.3. You are responsible for keeping your Account Credentials confidential, including ensuring that no third party gains remote access to your computer; you must notify us immediately if you become aware that your credentials have been compromised or that any third party may access the Trading Platform; and you agree that we are not obliged to verify the authority of anyone quoting your account number or credentials. Use of your Account Credentials by any third party is expressly prohibited.

3.4. If we believe a security breach is likely, we may require you to change your Account Credentials or suspend your platform access, and we may edit, amend or reissue credentials at any time on notice to you.

3.5. You must ensure that you alone control access to your Account Credentials and that no minor or other person is given access. You are ultimately and solely responsible for all actions taken on the Trading Platform through your registration data, including any unauthorised disclosure of your credentials.

3.6. You undertake to notify us immediately, first orally and then in writing, of any loss, theft or use by another person of your registration data or Account Credentials. We will then act to prevent further use and will issue replacement credentials; you will be unable to place Orders until you receive them. If we are reliably informed that your credentials may have been obtained by unauthorised third parties, we may deactivate your Trading Account at our discretion and without obligation to you.

3.7. The Company bears no responsibility where unauthorised third parties gain access to information — including email addresses, communications, personal data or Account Credentials — transmitted between the Parties or any other party over the internet or other networks, post, telephone or other electronic means. You shall indemnify and hold us harmless from any claim, proceeding, loss or damage based on any use, misuse or unauthorised use of the Trading Platform through your Account Credentials.

4. Intellectual Property

4.1. All intellectual property rights in the Trading Platform are owned by the Company or its licensors.

4.2. You will not copy, record, edit, alter or translate any part of the Trading Platform (including removing or interfering with any names, marks, logos or branding); reverse engineer, disassemble or attempt to derive its source code except to the extent expressly permitted by law; or in any way damage or impair the Company's intellectual property rights, which you shall use best efforts to protect from infringement by third parties.

4.3. Except for the licence granted in paragraph 2.4, no licence, right or interest in any goodwill or intellectual property right in the Trading Platform or any part or derivative of it is granted or conveyed to you.

4.4. Unless expressly permitted in this Agreement, you shall not: assign, sublicense, transfer, pledge, lease, rent, distribute or share the Trading Platform or any rights in it; separate or separately use any of its components; decompile, disassemble, reverse compile, create derivative works of, or reproduce it (other than a single backup copy); remove or destroy any proprietary markings; develop means for unauthorised parties to use it; attempt to reconstruct its source code, underlying ideas, algorithms, file formats or interfaces; provide, lease, lend or operate it for the benefit of third parties; work around its technical limitations or enable disabled features; use similar processes to develop competing features; use the Trading Platform or any financial data for fraudulent, inappropriate or illegal activity, including deceptive impersonation; or permit or encourage any third party to do any of the foregoing.

5. Application and Registration Data

5.1. To use the Trading Platform and our services, you must register by providing personal details and identity documents (“Registration Data”). After you submit the Account Opening Application Form with all required documentation, we will notify you whether you have been accepted as a client. We are not required to accept any person until all documentation has been received, properly completed, and all internal checks (including anti-money-laundering and appropriateness checks) have been satisfied, and we may impose additional due-diligence requirements for clients residing in certain countries.

5.2. You agree and undertake to notify us of any change in your personal or financial information or condition; to provide true, accurate, current and complete Registration Data; to maintain and promptly update that data; and to log out of your Trading Account at the end of each session. We may carry out credit and other checks as we deem appropriate, and you authorise us to use your Registration Data for those checks, including for the prevention of money laundering. If we become aware of illegal activity, impropriety in your Registration Data or a failure of due diligence, we may freeze your account, in which case we may be unable to release funds or act on your instructions.

5.3. Once you are logged in with your Account Credentials, you authorise us to rely on any information or instruction transmitted using your Registration Data without further enquiry and regardless of the actual identity of the person transmitting it. We are not responsible for transmissions that are inaccurate or not received, and we may execute any transaction on the terms actually received by us.

5.4. A client that is a legal person must obtain a legal entity identifier from a duly licensed authority and may be unable to transact with the Company without one where Applicable Regulations so provide.

6. Client Classification

6.1. We will treat you as a Retail Client for the purposes of Applicable Regulations. You may request a different categorisation; if we agree, you accept that the level of protection afforded to you may differ. The Company does not enter into title-transfer financial collateral arrangements with Retail Clients, and remuneration practices that could incentivise staff to recommend a particular instrument to a Retail Client where a different instrument would better meet the client’s needs are prohibited. For Professional Clients and Eligible Counterparties, the Company may provide more limited information as permitted by Applicable Regulations.

6.2. We may review and change your categorisation where necessary, subject to Applicable Regulations. In categorising and dealing with you, we rely on the accuracy and completeness of the information you provide in your Account Opening Application Form and any suitability questionnaire, and you must notify us immediately in writing if that information changes.

7. Services

7.1. If you are accepted as our client, we will provide, subject to your compliance with this Agreement: (a) reception and transmission of your Orders in Financial Instruments; (b) execution of Orders in Financial Instruments; (c) safekeeping and administration of financial instruments for your account where applicable, including custodianship and cash/collateral management; and (d) foreign currency services where connected with the services in (a) and (b).

7.2. When trading CFDs there is no delivery or safekeeping of the Underlying Asset to which the CFD refers, and not all of the services above will necessarily apply to every client.

8. Advice and Commentary

8.1. The Company will not advise you on the merits of any Order or provide any form of investment advice, and you acknowledge that the services do not include investment advice on Financial Instruments, Underlying Markets or Underlying Assets. You alone decide how to operate your Trading Account and place Orders on the basis of your own judgement. In asking the Company to enter into any transaction, you represent that you are solely responsible for your own independent appraisal of its risks and that you have sufficient knowledge, market sophistication, professional advice and experience to evaluate its merits and risks. The Company gives no warranty as to the suitability of the products traded and assumes no fiduciary duty toward you.

8.2. The Company has no duty to provide legal, tax or other advice relating to any transaction. You may wish to seek independent advice before entering into a transaction, particularly if in doubt about potential tax liabilities, and you are warned that tax laws change from time to time.

8.3. The Company may from time to time and at its discretion provide information, news, market commentary or similar material, including via newsletters, but not as part of its services. Where it does so: (a) the Company is not responsible for that information; (b) it gives no representation, warranty or guarantee as to accuracy, correctness or completeness, or as to the tax or legal consequences of any related transaction; (c) the information is provided solely to enable you to make your own investment decisions and does not amount to investment advice or an unsolicited financial promotion; (d) where distribution is restricted to a category of persons, you agree not to pass it to anyone outside that category; and (e) you accept that the Company may have acted on the information before dispatch and cannot guarantee that you receive it at the same time as other clients.

8.4. Market commentary, news and other information are subject to change and may be withdrawn at any time without notice.

9. Confidentiality

9.1. The Company may collect client information directly from you (in your Account Opening Application Form or through your use of the website) or from other sources, including credit reference and fraud prevention agencies, banks, other financial institutions, third-party authentication providers and public registers.

9.2. Client information held by the Company is treated as confidential and used only in connection with the provision, administration and improvement of the services, anti-money-laundering and due-diligence checks, research and statistics, and marketing. Information already in the public domain, or already held by the Company without a duty of confidentiality, is not treated as confidential. The Company may review or amend its arrangements whenever it considers appropriate, without notice.

9.3. The Company may disclose client information (including recordings, confidential documents and card details) in the following circumstances:

- where required by law or by order of a competent court;
- where requested by a regulatory authority with jurisdiction over the Company or the Client, or in whose territory the Company has clients;
- to relevant authorities investigating or preventing fraud, money laundering or other illegal activity;
- to the extent reasonably required to execute Orders and for purposes ancillary to the services;

- to credit reference and fraud prevention agencies, authentication providers, banks and other financial institutions for credit checking, fraud prevention, anti-money-laundering, identification and due-diligence purposes, which may check your details against any database to which they have access and retain a record of the search;
- to the Company's professional advisers, informed of its confidential nature and bound by equivalent confidentiality obligations;
- to service providers that create, maintain or process databases, keep records, or provide email, messaging or similar services assisting the Company in collecting, storing, processing and using client information or in contacting you or improving the services;
- to a trade repository or similar body;
- to service providers for statistical purposes to improve the Company's marketing, in aggregate form only;
- to market research call centres conducting telephone or email surveys, contact details only;
- where necessary for the Company to defend or exercise its legal rights before any court, tribunal, arbitrator, ombudsman or governmental authority;
- at your request or with your consent;
- to successors, assignees, transferees or buyers, on ten Business Days' prior written notice; and
- as required under the U.S. Foreign Account Tax Compliance Act (FATCA) or the Common Reporting Standard (CRS), in respect of reportable persons; the Company may request additional information from reportable persons to maintain appropriate records.

9.4. You consent to our processing all such information for the purposes of performing this Agreement and administering our relationship, and to sharing your personal information with third parties for those purposes and for analysis and product improvement in line with our Privacy Policy.

9.5. All information belonging or relating to the Company — including business plans, customers, suppliers, services, intellectual property and financial information — that is designated confidential or is clearly confidential in nature constitutes "confidential information". You agree not to use it for any purpose other than that for which it was supplied, not to divulge it to any third party without our prior written consent except as required by law or a regulator, and to protect it with reasonable care. This obligation survives termination until the information enters the public domain other than through your breach. You acknowledge that the Company may seek specific performance, injunctive relief or other equitable remedies for any breach or threatened breach of this Section, in addition to all other remedies available at law or in equity.

10. Personal Data

10.1. If you are a natural person, the Company will use, store, process and handle your personal information in accordance with its Privacy Policy and will, on request and subject to an administrative fee, supply you with a copy of the personal data it holds about you.

10.2. By submitting an Account Opening Application Form and entering into this Agreement, you consent to the transfer of your personal data outside the relevant jurisdiction for the purposes described in paragraph 9.3.

10.3. You have the right to be informed of the personal data we hold about you; an administrative fee may apply.

11. Administration and Marketing

11.1. You accept that the Company may, for the purpose of administering this Agreement, contact you directly from time to time by telephone, fax, email or post.

12. Telephone Calls, Documents and Records

12.1. Telephone conversations between you and the Company may be recorded and retained by the Company; recordings are the Company's sole property and you accept them as conclusive evidence of the orders or conversations recorded.

12.2. Faxed documents received by the Company may be scanned electronically, and reproduction of the scanned version constitutes conclusive evidence of the faxed instructions.

12.3. Our records constitute evidence of your dealings with us in connection with the Trading Platform. You will not rely on us to discharge your own record-keeping obligations, although records may be made available to you on request at our discretion, and you will not object to the admission of our records in evidence in any legal or regulatory proceedings on the ground that they are not originals, are not in writing or are computer-produced.

12.4. Under Applicable Regulations, the Company will keep records containing your personal data, trading information, account opening documents, communications and other client-related material for at least five years after termination of this Agreement or of a transaction. Communications and internal communications relating to your affairs, transactions or orders are recorded and retained as the Company's sole property; a copy will be available on your request for a period of five years.

12.5. The Company uses automated systems in the account opening procedure, including a scoring system for the appropriateness test. By entering into this Agreement you understand and consent that these tests are automated and that, based on your answers, the Company may decline you as a client or refuse trading in a specific financial instrument.

13. Trade Confirmations and Reporting

13.1. The Company will provide adequate reporting on your Orders through online access to your account via the platform, sufficient to comply with applicable client reporting requirements, and will promptly provide you, in a durable medium, with the essential information concerning execution of each Order.

13.2. The Company will send confirmation of execution no later than the first Business Day following execution or, where confirmation is received from a third party, no later than the first Business Day following its receipt. Confirmations include, among other details, the Company identification, trading date, order type, instrument identification, nature of the order (buy/sell), quantity, unit price and total consideration, and the total of commissions and expenses. On request, the Company will also inform you of the current status of your Order.

13.3. If you believe a report or confirmation is wrong, or you fail to receive one when due, you must contact the Company within ten (10) Business Days of the date it was or should have been sent. In the absence of objection within that period, the content is deemed approved by you and conclusive.

13.4. Where a transaction is reportable under Applicable Regulations, the Company will report it to the competent authority as quickly as possible and no later than the close of the following Business Day, and will publish annually the required execution-venue information in a machine-readable format available for download.

14. General Rules of Trading

14.1. Once you place an Order on the Trading Platform, the Company arranges for its execution with the Execution Venue in accordance with the Summary of Best Interest and Order Execution Policy on the Company's website. The Company executes client Orders in CFDs as agent, transmitting them to third-party Execution Venue(s).

14.2. Each transaction on the Trading Platform consists of, first, an offer by you to us to complete a transaction (whether to open or close a position) at a price quoted on the platform and, second, our acceptance of that offer. An offer is completed only when received and accepted by us, evidenced by our confirmation of its terms and its completion. You may request cancellation or amendment of a transaction at any time before we complete it.

14.3. We reserve the right to void from the outset any transaction containing or based on a Manifest Error. In the absence of our fraud or wilful default, we are not liable for any loss, cost, claim, demand or expense following a Manifest Error.

14.4. You shall comply with any restrictions we notify to you regarding your activity on the Trading Platform, including transaction size and other conditions applying to our quotes, and you acknowledge that we may impose different terms and restrictions on different clients at our discretion.

14.5. The Trading Platform is independent of any Underlying Market, and we are under no obligation to quote any particular price or to follow the trading rules of any Underlying Market. The triggering of your Orders is linked to the prices quoted on our platform, not to prices quoted elsewhere, and we do not guarantee that execution will be at a price more favourable than might be available elsewhere. We are entitled (but not obliged), at our absolute discretion, to disregard prices quoted during pre-market, post-market or auction periods, during suspensions, or during any period that in our reasonable opinion may give rise to short-term spikes or distortions. Our prices may differ from those in the Underlying Market, and a transaction may be triggered even though the Underlying Market never traded at that level, or traded there so briefly that an equivalent transaction would have been impractical.

14.6. When you place an Order on the Trading Platform, you agree that you are not dealing on a recognised exchange. You agree to use the prices quoted on our platform solely for your own trading and not to redistribute them to any other person for commercial or other purposes.

14.7. Each transaction is for a specified number of units of the Underlying Asset. Transactions may only be completed for at least the minimum "Unit Amount" shown on the platform, in multiples of that amount, up to the maximum the platform permits; we may set the Unit Amount for each Underlying Asset at our discretion. Each position you open, and each completed transaction, binds you even if by opening it you exceeded any credit or other limit applicable to you.

14.8. You may request a quote to open or close a position in an Underlying Asset at any time during its Trading Hours. We may, at our absolute discretion but without obligation, quote and act outside Trading Hours. Some transactions can only be traded while the relevant Underlying Market is open; Trading Hours are shown on the platform, and it is your responsibility to be aware of them.

14.9. If, before accepting your Order, we become aware that any of the conditions in paragraph 14.10 is not met, we may reject the Order outright. If we have already opened or closed a position before becoming so aware, we may at our discretion treat the transaction as void from the outset or close it at our then prevailing price; alternatively, we may allow you to remain bound by it notwithstanding that the conditions were not satisfied.

14.10. The conditions referred to in paragraph 14.9 include: (a) the quote is obtained through the Trading Platform or other means notified by us; (b) your offer is made while the quote remains valid; (c) the quote contains no Manifest Error; (d) the transaction size is neither below the minimum unit amount nor above the permitted maximum; (e) any partial closure leaves both the closed and remaining portions at or above the minimum unit amount; (f) no force majeure event has occurred; (g) no Event of Default has occurred in respect of you; (h) opening the position would not breach any margin, credit or other limit on your dealings; (i) the offer is given during the Trading Hours of the applicable Underlying Asset; (j) internet or communications are not disrupted; (k) there is no contrary request from regulators or court order; (l) the legality and genuineness of the Order are not in doubt; (m) normal market conditions prevail; and (n) any other reasonable condition we notify to you from time to time.

14.11. Use of robots, spiders or other automated data-entry systems with the Trading Platform is expressly prohibited unless you receive our express written consent before activation; otherwise all transactions must be completed manually by you.

14.12. The Company is under no obligation, unless otherwise agreed, to monitor or advise you on the status of any transaction or to close out your open positions; where it chooses to do so, it acts on a discretionary basis without undertaking any continuing obligation. It is your responsibility to be aware of your positions at all times.

14.13. Corporate events. For takeovers and transformations (including share consolidations or splits, mergers, spin-offs, management buy-outs, de-listings and similar events), our policy, depending on the circumstances, is to close affected open positions at the market price immediately before the event. Where an Underlying Asset becomes subject to adjustment as a result of such an event, we will determine the appropriate adjustment to the contract price or quantity to account for its diluting or concentrating effect, so as to preserve the economic equivalent of the Parties' rights and obligations immediately before the event. If a company whose shares underlie a CFD becomes insolvent or is dissolved, we will close your open transactions in that CFD as at the date of insolvency.

14.14. The Company will use reasonable efforts to execute Orders, but transmission or execution may not always be achievable for reasons beyond the Company's control.

15. Our Right to Force Close

15.1. If prices quoted on the Trading Platform move such that the total Difference payable by you across your open transactions equals or exceeds your total Maintenance Margin, or the amount in your Trading Account is equal to or less than the total Maintenance Margin for your open transactions, or you fail to comply with a request under paragraph 17.5, or we receive a charge-back from your card issuer or any other payment method for any reason, you acknowledge that we have the right, at our sole discretion, to close any or all of your open positions immediately, whether at a loss or a profit and without prior notice. Exercising this right does not of itself terminate your Trading Account or this Agreement unless we send you a notice of termination.

15.2. We may specify on the Trading Platform expiry times and dates for particular Underlying Assets, and where an expiry is specified, you authorise us to close any open transactions in that Underlying Asset at the price quoted on the platform at that time.

15.3. The Company reserves the right, where you maintain five hundred (500) or more open positions at any time, to merge open positions where applicable ("Portfolio Compression").

16. Force Majeure

16.1. We may, in our reasonable opinion, determine that a force majeure event exists. Force majeure events include, without limitation:

- any act, event or occurrence (including strikes, riots, civil commotion, acts of terrorism, war, industrial action, and acts or regulations of governmental or supranational bodies) that, in our opinion, prevents us from maintaining an orderly market in one or more instruments dealt on the Trading Platform;
- acts of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its services;
- labour disputes or lock-outs affecting the Company's operations;
- the suspension, closure, abandonment or failure of any Underlying Market or Underlying Asset on which we base our quotes, or the imposition of limits or special or unusual trading terms in any such market;
- suspensions of trading, imposed price limits, regulatory bans on the activities of any party (unless caused by the Company), and decisions of state authorities, self-regulatory bodies or trading-platform governing bodies;
- a financial services moratorium declared by regulators, or other acts or regulations of any regulatory, governmental or supranational authority;
- an excessive movement in the level of any transaction or Underlying Market, or our reasonable anticipation of such a movement;
- any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; and
- the failure of any relevant supplier, financial institution, intermediary broker, agent or principal, custodian, sub-custodian, dealer, Underlying Market, clearing house or regulatory or self-regulatory organisation to perform its obligations, for any reason.

16.2. If we determine that a force majeure event exists, we may, at our absolute discretion, without notice and at any time, take one or more of the following steps: suspend or modify the application of any terms of this Agreement to the extent that compliance is impossible or impractical; take or omit any other actions we deem reasonably appropriate with regard to the position of the Company, the Client and other clients; shut down the platform in case of malfunction, for maintenance or to avoid damage; cancel client Orders; refuse to accept Orders; inactivate the account; increase margin requirements without notice; close out any or all open positions at prices we consider in good faith appropriate; increase spreads; decrease leverage; or change the stop-out level.

16.3. You agree that we will not be liable to you or to any other person for a force majeure event or for our actions under paragraph 16.2, and the Parties are released from responsibility for partial, full or improper non-performance of their obligations under this Agreement where that non-performance results from a force majeure event occurring after this Agreement was concluded.

17. Margin Requirements and Margin Calls

17.1. To open a position, you undertake to provide the Initial Margin in your Trading Account; to keep it open, you undertake to ensure your account equals or exceeds the Maintenance Margin. Margin requirements are shown on the platform and differ per Underlying Asset and per account type. Deposits may be made by wire transfer or other accepted methods to the account or location we notify to you. Based on the funds in your account, we may limit the number and size of open transactions you may open or maintain.

17.2. It is your responsibility to understand how margin requirements are calculated.

17.3. Except in force majeure, the Company may change margin requirements on five (5) Business Days' written notice, with new requirements applying to new positions. In a force majeure event, the Company may change margin requirements without prior notice and apply them to new and, where deemed necessary, existing positions. Changes take effect on the platform and/or the website, and you are responsible for checking for updates and for monitoring at all times the funds in your account against the margin required.

17.4. We may, at our sole discretion, require you to take action in your account pursuant to a Margin Call, which may be based on factors including your overall position with us, account size, number of open transactions, traded volume, trade history and market conditions.

17.5. The Company is not obliged to make Margin Calls. If it does, or if the platform warns you that a certain margin percentage has been reached, you should within a short period either (a) limit your exposure by closing trades, (b) hedge your positions by opening counter-positions while re-evaluating the situation, or (c) deposit more money into your Trading Account.

17.6. Failure to meet margin requirements at any time, or to act under paragraph 17.5, entitles us at our sole discretion to close any or all of your open positions, at a loss or a profit, without further notice — whether or not a Margin Call has been made.

17.7. Where required by the rules of a particular regulator applicable to clients resident in its territory, the Company will limit the maximum loss on each open position to the amount of Initial Margin for that position and will close positions accordingly without making Margin Calls.

17.8. Margin shall be paid in monetary funds in the currency of the Trading Account. You undertake neither to create nor to allow to subsist any security interest over, nor to assign or transfer, any margin transferred to the Company.

17.9. If you hold more than one Trading Account with us, each account is treated entirely separately: credit on one account (including margin deposits) does not discharge liabilities on any other, and you must maintain the required margin on each account separately.

18. Settlement, Payments, Costs and Taxes; Inactivity Fees

18.1. On completing a transaction: you are liable for the Difference where the transaction is a Sell and the closing price is higher than the opening price, or a Buy and the closing price is lower than the opening price; and you receive the Difference where the transaction is a Sell and the closing price is lower, or a Buy and the closing price is higher.

18.2. Unless otherwise agreed, all sums payable under paragraph 18.1 are immediately payable on closing of the transaction, and you authorise us to debit or credit your Trading Account accordingly. Once an Order is placed and until it is executed and the transaction closed, the Maintenance Margin is unavailable for withdrawal.

18.3. The Client is protected by the Company against negative account balances, and the Company will recover funds only from the Client’s CFD trading account(s), whether from the initial deposit, subsequent deposits, or the Company’s client money account.

18.4. You are liable for all taxes, fees and assessments arising from your transactions, and it is your sole obligation to calculate and pay all taxes applicable in your country of residence or otherwise arising from your trading. Where required by applicable law, the Company will deduct amounts at source from payments due to you. Other costs, including taxes, may arise for which you are liable that are neither paid via nor imposed by us; you agree that we may deduct tax as required by law, that we have a right of set-off against amounts in your account for such deductions, and that such deductions do not affect our rights to make Margin Calls. You also undertake to pay all stamp expenses relating to this Agreement and its documentation.

18.5. In relation to CFD trading you are required to pay the Difference, and a swap fee applies as described in paragraph 4 of Appendix A. The Company reserves the right in future to charge commissions or add fees for opening CFD positions on at least one month’s prior written notice; commissions may be a percentage of trade value or fixed amounts. Applicable fees, charges and commissions are published on the Company's website, and the Company may vary them from time to time in accordance with paragraph 23.5.

18.6. If your country of residence restricts the use of currency or requires you to report receipts and payments to a regulator or legal authority, you agree to fulfil any such reporting obligations and to obtain any required consents or approvals arising from your use of the Trading Platform.

Inactivity Fee

18.7. A trading account is classified as dormant/inactive if for a continuous period of ninety (90) days there is no trading, no open position, no deposit or withdrawal, and no login to the trading platform. A monthly inactivity fee of US$10 (or its equivalent in the account currency) will be charged to any dormant account with available funds; when the balance falls to US$10 or below, the account will be archived. The fee applies each month until the account is closed by the Client or the Company, trading activity resumes, or the balance reaches zero, after which no further inactivity fees are charged. Dormant accounts will not incur a negative balance. Applicable fees are subject to periodic change.

19. Deposits and Withdrawals

19.1. You may deposit funds into your Trading Account at any time during this Agreement by wire transfer or any other method accepted by the Company from time to time. The Company does not accept third-party or anonymous payments. Unless otherwise agreed, deposits must be made in the currency of the Trading Account, and neither Party will convert monies standing to your credit from one currency to another. Details of deposit options appear on the website.

19.2. The Company may at any time request documentation confirming the source of deposited funds and may reject a deposit if not duly satisfied as to the legality of their source.

19.3. The Company's general policy is to cover deposit fees incurred by the Client. It nevertheless reserves the right, in certain circumstances, to seek reimbursement of selected payment-service-provider fees relating to deposits or withdrawals, up to the value of the fees imposed by the provider — by charging your Trading Account, deducting from future payments, charging your card, or any other lawful means — including where (a) your deposit or withdrawal activity does not correspond to your trading activity and causes the Company significant provider fees, or (b) you have engaged in Abusive Trading causing the Company losses through your deposit and withdrawal activity. All bank charges arising will be deducted from your Trading Account.

19.4. Deposited amounts actually received will be credited to your Trading Account within one (1) Business Day of clearing in the Company's bank account. If funds you sent do not appear when expected, notify the Company and request a banking investigation; any investigation charges may be deducted from your account or paid directly to the investigating bank, and you must supply the documents required to conduct the investigation.

19.5. The Company will effect withdrawals upon receiving a request in the accepted form and will pay the amount within five (5) Business Days, provided that: (a) the instruction contains all necessary information in the Personal Area; (b) it directs transfer to the originating account or, at your request, to a bank account in your name; (c) the receiving account belongs to you; (d) at the moment of payment your balance exceeds the requested amount including all charges; (e) no force majeure event prevents the withdrawal; and (f) you are fully verified in accordance with the verification guidelines on the website. Where any condition is unmet, the Company may take the steps necessary to verify identity, correct routing and sufficiency of funds for open positions, which may extend the processing time.

19.6. Withdrawals are made only to the Client; the Company will not pay any third-party or anonymous account. The manner of remittance is at our absolute discretion, and we may decline a request for a specific transfer method and suggest an alternative. All third-party payment and transfer charges are borne by the Client and debited to the Trading Account, and withdrawal fees may apply from time to time as published on the website.

19.7. Transfer mistakes made by the Company will be refunded to the Client. If you provide wrong transfer instructions, the Company may be unable to correct the mistake and you may have to bear the loss.

19.8. We reserve the right to seek reimbursement if we receive a charge-back from any card issuer or other payment method for any reason, by charging your Trading Account, deducting from future payments, charging your card, or any other lawful means. If the Company considers that your trading volume or notional value is inconsistent with your deposits and this causes the Company unsubstantiated costs, it reserves the right to pass all incurred deposit and withdrawal fees to your Trading Account.

20. Safeguarding of Client Money

20.1. The Company will promptly place client money into one or more segregated “clients’ accounts” with reliable financial institutions (within or outside the relevant jurisdiction), such as credit institutions or banks in third countries. The Company may keep merchant accounts in its name with payment service providers, but these are used only to settle payment transactions and not for safekeeping of client money.

20.2. The Company exercises due skill, care and diligence in the selection, appointment and periodic review of such institutions and the arrangements for holding client money, taking account of their expertise and market reputation and of any legal, regulatory or market-practice requirements that could adversely affect clients’ rights. Diversification requirements do not apply to client money placed with a third party merely to execute a transaction for the Client.

20.3. For the purposes of safeguarding client money, the Company: (a) keeps records and accounts distinguishing client assets from its own and from those of other clients, accurate and corresponding to the client money held; (b) conducts regular reconciliations between its internal records and those of any third parties holding those assets; (c) keeps client money segregated from its own money at all times; and (d) does not use client money in the course of its own business, and accordingly accepts no liability for losses resulting from the insolvency or failure of the financial institution where client money is held.

20.4. The institution holding client money may be inside or outside the relevant jurisdiction, and a different legal and regulatory regime may apply; in an insolvency or equivalent proceeding, your money may be treated differently than if held in a segregated account in the relevant jurisdiction. The institution may hold client money in an omnibus account, in which case, on its insolvency, the Company may have only an unsecured claim on your behalf and you bear the risk that recovered funds are insufficient to satisfy your claims. The Company may hold your money and that of other clients in the same omnibus account.

20.5. The Company will not account to you for profits or interest earned on client money (other than trading profits in your account), and you waive all rights to interest; the Company may place client money in overnight deposits and retain any interest earned. The Company may transfer client money to successors, assignees, transferees or buyers on ten (10) Business Days’ prior written notice for the purposes of Section 36.

20.6. The Company will not conclude title-transfer collateral arrangements with Retail Clients to secure present or future obligations, and will not grant security interests, liens or rights of set-off over client money enabling a third party to dispose of it to recover debts unrelated to the Client or the services, unless required by applicable law in a third-country jurisdiction where the money is held — in which case this Agreement will be amended to reflect that. The Company provides you with access to an online system showing the client money it holds on your behalf, as provided by Applicable Regulations.

21. Lien

21.1. The Company has a general lien on all funds held by it on your behalf until your obligations are satisfied.

22. Netting and Set-Off

22.1. If the aggregate amount payable by the Client equals the aggregate amount payable by the Company, the mutual payment obligations are automatically set off and cancel each other. If one Party's aggregate amount exceeds the other's, the Party owing the larger amount pays the excess, and all payment obligations are automatically satisfied and discharged.

22.2. The Company may combine any or all Trading Accounts opened in your name, consolidate their balances, and set those balances off on termination of this Agreement.

23. Amendments

23.1. The Company may upgrade or convert your account type, upgrade or replace the platform, or enhance the services where it reasonably considers this to your advantage and at no increased cost to you.

23.2. The Company may also change any terms of this Agreement for any of the following reasons: (a) where it reasonably considers the change would make the terms easier to understand or would not be to your disadvantage; (b) to cover the introduction, replacement or withdrawal of any service or facility, including one that has become obsolete, has ceased to be widely used, has not been used by you in the previous year, or has become very expensive to offer; (c) to accommodate reasonable changes arising from developments in the banking, investment or financial system, in technology, or in the systems or platform used to run its business; (d) at the request of an authority or following an actual or expected change in Applicable Regulations; or (e) where a term is found inconsistent with Applicable Regulations, in which case the Company will not rely on that term but treat it as reflecting the relevant regulations and update the Agreement accordingly.

23.3. Provided you remain able to end this Agreement without charge, the Company may change any term for any other serious reason not listed in paragraph 23.2.

23.4. By accepting this Agreement, you acknowledge that it is your sole responsibility to check the Company's website periodically for updates to it. The Company may review its costs, fees, charges, commissions, financing fees, swaps, trading conditions, execution rules, rollover policy and trading times from time to time; changes take effect on the website and/or the platform, and you are responsible for checking regularly. The Company may likewise review your categorisation from time to time.

24. Commencement, Termination and Consequences of Termination

24.1. This Agreement takes effect upon your receipt of notice from the Company that you have been accepted as its client or that a Trading Account has been opened for you.

24.2. The Company may at its sole discretion terminate this Agreement or restrict your platform access at any time, with immediate effect on written notice. You may terminate this Agreement on at least five (5) Business Days' written notice to the Company.

24.3. Termination does not affect obligations already incurred by either Party, or legal rights or obligations that have already arisen under this Agreement or any transactions made under it. On termination, all amounts you owe the Company become immediately due and payable, including all outstanding costs and any charges or expenses incurred or to be incurred by the Company as a result of the termination.

24.4. Once notice of termination is given and before the termination date: (a) you must close all your open positions, failing which the Company will close them at current prices upon termination; (b) the Company may cease or limit your platform access and functionality; (c) the Company may refuse new Orders; and (d) the Company may refuse withdrawals and retain funds as necessary to close positions already opened or to settle your pending obligations.

24.5. Upon termination, any or all of the following may apply: the Company may combine your Trading Accounts, consolidate and set off their balances, close the account(s), convert any currency, and close out your open positions. In the absence of illegal activity, suspected illegal activity or fraud, or instructions from relevant authorities, any balance in your favour will be paid to you as soon as reasonably practicable (after withholding such amounts as the Company at its absolute discretion considers appropriate for future liabilities), together with a statement showing how the balance was reached. Payments are made only to an account in your name, and the Company may refuse third-party payments at its discretion. If you fail to provide instructions or cannot be reached at your last known address, the Company may forward the funds to your notified bank account or by cheque to the address in your Registration Data; it is your responsibility to keep that data up to date, and the Company has no liability for lost money resulting from your failure to do so.

25. Events of Default

25.1. Each of the following constitutes an “Event of Default”:

- your failure to perform any obligation owed to the Company;
- the commencement of bankruptcy, receivership, administration, composition with creditors or analogous proceedings in respect of you (or, for a partnership, any partner; for a company, the appointment of a receiver, trustee, administrative receiver or similar officer);
- your failure to provide any Initial Margin, hedged margin or other amount due under this Agreement;
- your failure to submit identification documents or other information required by the Company from time to time;
- your failure to perform any obligation under this Agreement or any other document concluded with the Company;
- your inability to pay your debts as they fall due;
- any representation or warranty in Section 26 being or becoming untrue;
- your death, declared absence or unsoundness of mind (for individuals);
- any other circumstance in which the Company reasonably believes action under paragraph 25.2 is necessary or desirable, or where such action is required by a competent regulator, body or court;
- your involving the Company, or risking involving it, in any fraud, illegality or breach of Applicable Regulations;
- material violation by you of the laws of the relevant jurisdiction or other countries, materiality being determined in good faith by the Company;
- the Company’s suspicion that you are engaged in money laundering, terrorist financing, card fraud or other criminal activity;

– the Company's reasonable suspicion that you performed an action prohibited by Sections 2 or 4, engaged in Abusive Trading, or opened your Trading Account fraudulently.

25.2. If an Event of Default occurs, the Company may, at its absolute discretion, at any time and without prior written notice, take one or more of the following actions: terminate this Agreement immediately without notice; cancel any open positions; temporarily or permanently bar access to the platform or suspend or prohibit any of its functions; reject, decline or refuse to transmit or execute any of your Orders; restrict your trading activity; in cases of fraud, reverse funds to their real owner or as directed by law-enforcement authorities; cancel profits gained through Abusive Trading; immediately cancel all trades executed by you; and take legal action for any losses suffered by the Company.

26. Representations and Warranties

26.1. You agree that each of the following representations and warranties is deemed repeated each time you open or close a transaction, by reference to the circumstances prevailing at that time:

– the Registration Data you provided at registration and thereafter is complete, true, accurate and not misleading, and the certificates provided are authentic;

– you are of sound mind, legal age and legal competence;

– you are duly authorised to execute and deliver this Agreement, to open each transaction and to perform your obligations, and have taken all necessary actions to authorise the same;

– you understand how the transactions operate before offering to open any transaction, and warrant that you understand the terms of this Agreement and their legal and financial implications;

– you have read and understood the Risk Disclosure Policy on the Company's website;

– you have taken all reasonable steps to understand the specifications of the Trading Platform and the hardware, software and telecommunications systems needed to access and operate it;

– you act as principal and not as agent, representative, trustee or custodian for anyone else, except with the Company's specific written consent and upon provision of all required documents;

– any person representing you in opening or closing a transaction, and any person entering into this Agreement on your behalf, is duly authorised to do so;

– you are not an employee of any Underlying Market, of any corporation in which an Underlying Market holds a majority of the capital stock, of any member of or firm registered on an Underlying Market, or of any bank, trust or insurance company trading in the Financial Instruments covered by this Agreement;

– you will not enter into any transaction for the purposes of arbitrage or Scalping, or to exploit any temporary or minor inaccuracy in any rate or price offered on the Trading Platform;

– you have obtained, and remain in compliance with, all governmental and other authorisations and consents required in connection with this Agreement and your transactions;

– your execution and performance of this Agreement and your use of the Trading Platform will not violate any law, ordinance, charter, by-law or rule applicable to you in your jurisdiction of residence, or any agreement binding you or affecting your assets;

– other than in exceptional circumstances (as determined by us), you will not fund your Trading Account from any bank account other than as stipulated in your Registration Data;

– the funds you trade with are not directly or indirectly the proceeds of any illegal activity, and are not used or intended to be used for terrorist financing;

– you are not a Politically Exposed Person and have no relationship (for example, as relative or business associate) with a person who holds, or held in the last twelve months, a prominent public position; if this is untrue and undisclosed, or if you later become a Politically Exposed Person, you will inform the Company as soon as possible; and

- you have regular internet access and consent to receiving information from the Company — including amendments to terms, costs, fees, this Agreement, policies and the nature and risks of investments — via the website and/or email.

26.2. Any breach by you of any representation or warranty in this Section or elsewhere in this Agreement renders any transaction voidable from the outset, or capable of being closed by us at our then prevailing prices, at our absolute discretion.

27. Indemnity

27.1. Where the Company provides information under Section 7 or 8, it shall not, absent its fraud, wilful default or gross negligence, be liable for losses, costs, expenses or damages arising from any inaccuracy or mistake in that information.

27.2. The Company will not be liable for any loss, damage or expense incurred in relation to, or directly or indirectly arising from, the situations and circumstances specified in this Agreement.

27.3. If the Company, its directors, officers, employees, affiliates or agents incur any claims, damage, liability, costs or expenses arising in relation to the execution of this Agreement, the provision of the services or the use of the platform, they bear no responsibility, and you shall indemnify them in respect of the same.

27.4. The Company shall in no circumstances be liable to you for any consequential, special, incidental or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses you may suffer in relation to this Agreement, the services or the platform, and its cumulative liability to you shall not exceed the fees paid to it under this Agreement for the provision of the services and use of the platform.

28. Disclaimers

28.1. The Company specifically does not warrant that: the Trading Platform will meet your individual requirements (it is your responsibility to ensure its facilities and functions do so); your equipment, software and connections will be compatible with the hardware and software we employ; use of the platform will be uninterrupted, secure or free of errors or bugs (and you agree that minor errors or bugs do not constitute a breach of this Agreement); we will be able to prevent third-party disruptions; errors will be corrected; or every bug will be detected.

28.2. You acknowledge that we do not control the transfer of data over telecommunications facilities, including the internet, and are not responsible for communication failures, distortions or delays when trading online. You further acknowledge that trading on the platform is not conducted on a recognised exchange but over the counter (OTC), which may expose you to greater risks than regulated exchange transactions.

28.3. We further disclaim, and shall have no liability for, any loss resulting from or related to:

- disruption of your internet connections;
- loss of or corruption to your data or records, or lack of backup;
- security breaches attributable in whole or in part to third-party software, networking goods or services, or events outside our reasonable control;
- security-related services voluntarily provided outside the scope of this Agreement;
- use of the platform not in strict compliance with this Agreement or our technical documentation;

- any failure by the Company to perform its obligations as a result of force majeure or any other cause beyond its control;
- any person obtaining your Account Credentials before you report their misuse to the Company;
- unauthorised third parties gaining access to information transmitted between the Parties or any other party by internet, other networks, post, telephone or other electronic means;
- any of the risks described in the Risk Disclosure Policy; changes in tax rates; acts or representations of any Introducer; the contents, correctness, accuracy or completeness of any communication spread by use of the platform; your own acts or omissions (including negligence and fraud); reliance on functions such as trailing stop, Expert Advisor and stop loss orders; the occurrence of Slippage; or currency risk materialising.

28.4. With respect to any financial data or other information provided by us or any third-party provider in connection with the platform: neither we nor the provider is responsible or liable if such data is inaccurate or incomplete, or for actions you take or do not take in reliance on it; you will use it solely for the purposes set out in this Agreement and in compliance with applicable laws; and, as it is proprietary to us and to third-party providers, you will not retransmit, redistribute, publish, disclose or display it in whole or in part to third parties except as required by applicable regulations.

29. Limitation of Liability

29.1. We shall not be liable to you for any loss, save in cases of our gross negligence, fraud or wilful default. Without prejudice to the foregoing, our aggregate liability to you for all claims arising out of or in connection with this Agreement is limited to the aggregate amount of deposits less withdrawals on your Trading Account.

29.2. Subject to paragraphs 29.1 and 29.3, you will be liable to us for: any direct or indirect loss of revenue or profits; loss of anticipated savings; loss of goodwill or injury to reputation; loss of business opportunity or loss arising from business interruption; loss of or corruption to data; and indirect, consequential, incidental, exemplary, punitive or special loss or damage, in each case arising out of or in connection with this Agreement, whether as a result of breach of contract, negligence or other tort, under statute or otherwise, and regardless of whether either Party knew or should have known of the possibility of the loss in question.

29.3. Nothing in this Section excludes, limits or restricts either Party’s liability for fraud or fraudulent misrepresentation committed by that Party or anyone on its behalf. Our liability for infringement of third-party intellectual property rights, to the extent applicable, is limited to breaches of rights subsisting in the relevant jurisdiction.

29.4. This Agreement sets out the full extent of our obligations and liabilities in respect of the supply of the Trading Platform. No conditions, warranties, representations or other terms bind us except as specifically stated in this Agreement, and any term that might otherwise be implied by statute, common law or otherwise is excluded to the fullest extent permitted by law.

29.5. We are further released from all claims and losses arising out of: any act or omission of any person accessing your Trading Account or Account Credentials, whether or not authorised by you; your delay, failure or error in implementing any reasonable instruction we have provided; inaccurate or incomplete instructions received from you; or any reliance by you or any third party with access to your account on any financial data, whether to complete a transaction or for any other purpose.

30. Authority to Trade

30.1. You authorise us to act on any instruction given, or appearing to be given, by you on the Trading Platform through your Account Credentials, and to rely on any oral, electronic or written communication or instruction received from you. You agree that: (a) once you are logged in, we may act on instructions without enquiring into their validity and may treat them as of like force and effect as written orders; (b) nothing obliges us to verify the validity of each instruction or signature before every trade; and (c) you bear the risk of all instructions — authorised, unauthorised, improper or fraudulent — even where they prove to have been given without your authority, and you shall indemnify us against all losses, costs, fees, damages, expenses, claims, suits, demands and liabilities relating to our acting on, delaying in acting on, or refusing to act on any such instruction.

30.2. Notwithstanding the foregoing, we are not obliged to act on an instruction where we reasonably believe that: the person giving it acted in excess of authority; or acting on it would infringe any law, rule, regulation or this Agreement. If we have accepted an offer that we later suspect falls within either category, we may at our absolute discretion close the transaction at the then prevailing platform price or treat it as void from the outset. Nothing in this Section obliges us to enquire into the authority of any person purporting to represent you.

30.3. Any offer to open or close a transaction (including an Order) must be made through the Trading Platform only or, where the platform is not operational, by telephone subject to paragraph 32.2. Written offers, including by fax, email or text message, are not accepted. If we receive an offer made otherwise than in accordance with this paragraph, we may act on it at our absolute discretion, but we are not responsible for any loss, damage or cost you suffer arising from any error, delay or omission in our acting or refusing to act on it.

31. Relationship of the Parties

31.1. You open each transaction with us as principal and not as agent for any other person. Unless we have otherwise agreed in writing, we treat you as our client for all purposes, and you are directly and personally responsible for performing your obligations under each transaction you enter into. If you act in connection with or on behalf of someone else, whether or not identified to us, we will not accept that person as our client and will owe them no obligation unless otherwise specifically agreed in writing.

32. Communication, Written Notices and Language

32.1. Unless this Agreement specifically provides otherwise, any notice, request or other communication (other than Orders, which are given only in accordance with paragraph 32.2) to be given by you to the Company shall be sent to the Company's address (or such other address as the Company may specify for the purpose) by email, facsimile, post (or airmail if posted outside the relevant jurisdiction) or commercial courier, and is deemed delivered only when actually received by the Company.

32.2. Orders shall be placed on the Trading Platform and not communicated in any other manner. Only when the platform is not operational may Orders be placed by telephone.

32.3. To communicate with you, the Company may use email, the platform's internal mail, facsimile, telephone, post, commercial courier, airmail, the Company's website or the Personal Area. The Company will contact you at the details in your Registration Data, and you must notify the Company immediately of any change to your contact details.

32.4. "Written Notice" from the Company to the Client may be given by email, platform internal mail, facsimile, post, commercial courier, airmail or the Company's website; Written Notice from the Client to the Company may be given by email, facsimile, post, commercial courier or airmail.

32.5. Communications sent to you (documents, notices, confirmations, statements, reports and the like) are deemed received: (a) if sent by email, within one hour after emailing, provided the email has left the Company's outbox; (b) if sent by platform internal mail, immediately after sending; (c) if sent by facsimile, on the sender's receipt of a transmission report confirming receipt; (d) if by telephone, once the conversation has finished; (e) if by post, seven calendar days after posting; (f) if by commercial courier, on the date the receipt is signed; (g) if by airmail, eight Business Days after dispatch; (h) if posted on the Company's webpage, within one hour after posting; and (i) if posted in the Personal Area or on the website, immediately once posted.

32.6. The Company's official language is English, and you may communicate with the Company in English. The Company may from time to time employ staff who speak your native language, and you may find it convenient to communicate in that language; however, all documents and information provided by the Company shall be in English. Translations are for information only, do not bind the Company and have no legal effect; you should refer to the English version and the website for information on the Company and its policies.

33. Entire Agreement

33.1. This Agreement sets out the entire agreement and understanding between the Parties on the matters it addresses and supersedes any previous agreement or understanding between us on those matters. You represent and agree that in entering into this Agreement you do not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person other than as expressly set out in this Agreement.

34. Severability

34.1. Should any part of this Agreement be held by a court of competent jurisdiction to be unenforceable or illegal, or to contravene any rule, regulation or by-law of any market or regulator, that part shall be deemed excluded from this Agreement from the beginning, and the Agreement shall be interpreted and enforced as though the provision had never been included, without affecting the legality, validity or enforceability of the remaining provisions or of that provision under the law of any other jurisdiction.

35. Waiver

35.1. No failure or delay in exercising any right or remedy under this Agreement constitutes a waiver of that or any other right or remedy, and a waiver of any breach does not constitute a waiver of any other breach or affect the other terms of this Agreement. The rights and remedies provided by this Agreement are cumulative and, except as otherwise provided, not exclusive of any rights or remedies provided at law or in equity.

36. Assignment

36.1. You may not assign or transfer any of your rights, or delegate any of your obligations, under this Agreement — whether by operation of law or otherwise, permanently or temporarily — without our prior written consent.

36.2. We may assign our rights or obligations under this Agreement to a successor of all or substantially all of our business or assets without your prior consent, subject to five Business Days' prior Written Notice to you. The Company may sell, transfer or otherwise share some or all of your assets — including Registration Data, personal information and log data — in connection with a merger, acquisition, reorganisation or sale of all or substantially all of its shares or assets, or in the event of its bankruptcy, and may transfer your client money in the same circumstances. We may also assign, novate or otherwise transfer any rights and obligations under this Agreement to a third party, in whole or in part, without your prior consent; you may not do so without ours.

37. Introducer

37.1. Where you are introduced to the Company by a third party such as a business introducer or associate network performing marketing for the Company (an “Introducer”), you acknowledge that the Company is not bound by any separate arrangement between you and the Introducer. Introducers are not authorised to bind the Company in any way, to offer credit in its name, to offer guarantees against losses, or to offer investment services or legal, investment or tax advice in the Company’s name.

37.2. You acknowledge and confirm that the Company may pay the Introducer a fee, which, where applicable, will be disclosed to you in accordance with Applicable Regulations.

38. Complaints and Disputes

38.1. If you wish to make a complaint, you should follow the Company’s procedures, available by contacting our support team or in the Dispute Resolution Policy published on our website, or by emailing complaints@bravefx.trade.

38.2. If a situation arises that is not expressly covered by this Agreement, the Parties agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.

38.3. Should a complaint remain unresolved by the Company, or should you remain dissatisfied, you may escalate your complaint to the Financial Commission (https://financialcommission.org/), an independent and impartial external dispute resolution organisation for the forex and CFD industry, in accordance with its rules and procedures. Your right to take any other action remains unaffected by the existence or use of these complaint procedures.

39. Governing Law and Jurisdiction

39.1. The interpretation, construction, effect and enforceability of this Agreement are governed by the laws of Saint Lucia, and the Parties submit to the exclusive jurisdiction of the courts of Saint Lucia for the determination of disputes. All transactions carried out on the Trading Platform are governed by the relevant laws regardless of the location of the registered user.

39.2. All transactions on your behalf are subject to Applicable Regulations and to any public authorities governing the operation of investment firms in the relevant jurisdiction, as amended from time to time. The Company may take or omit any measures it considers necessary to ensure compliance with Applicable Regulations and relevant market rules, and any such measures bind you.

40. Processing Personal Data

40.1. The Company is the data controller in the relevant jurisdiction. You acknowledge and agree to the collection and processing of the personal data you provide in connection with the opening of a trading account, for the purpose of performing our obligations under this Agreement and administering the relationship between you and us.

40.2. The Company may on occasion share your personal data with third parties in order to provide the services and improve your trading experience, in accordance with applicable law and the Company’s Privacy Policy, and will not disclose your personal data to any third party without your prior consent or a legal basis for doing so. You acknowledge that the Company may pass information you provide to other companies in its group and to associated companies for processing and analysis in connection with providing the services, and — where you have consented to marketing or market research — may share it with group companies or carefully selected external parties for those purposes.

40.3. Subject to conditions, you have the following rights in relation to your personal data:

- to request access to your personal data (a "data subject access request"), enabling you to receive a copy of the data we hold and to check that we process it lawfully;
- to request correction of incomplete or inaccurate data, subject to our verifying the accuracy of the new data;
- to request erasure of your data where there is no good reason for continued processing, where you have successfully objected, where processing was unlawful, or where erasure is required by local law — noting that we may not always be able to comply for specific legal reasons, which will be notified to you at the time of your request;
- to object to processing based on legitimate interests where your particular situation makes you wish to object, and to object to direct marketing; in some cases we may demonstrate compelling legitimate grounds that override your rights and freedoms;
- to request restriction of processing while accuracy is established, where processing is unlawful but you do not want erasure, where you need the data for legal claims, or pending verification of overriding grounds after an objection;
- to request transfer of your data to you or a third party in a structured, commonly used, machine-readable format, in respect of automated data you provided by consent or for the performance of a contract; and
- to withdraw consent at any time where processing relies on consent, without affecting the lawfulness of prior processing, noting that withdrawal may prevent us from providing certain products or services, of which we will advise you at the time.

40.4. By accepting this Agreement you also accept the terms of the Company's Privacy Policy, available on its website.

41. Multiple Account Holders

41.1. Where the Client comprises two or more persons, their liabilities and obligations under this Agreement are joint and several. Any warning or other notice given to one of those persons is deemed given to all of them, and any Order given by one is deemed given by all.

41.2. On the death or mental incapacity of one of the persons forming the Client, all funds held by the Company or its nominee will be held for the benefit and at the order of the survivor(s), and all obligations and liabilities owed to the Company will be owed by the survivor(s).

42. Inducements and Conflicts of Interest

42.1. The Company arranges for the execution of client Orders with another entity (the liquidity provider) and does not execute them itself as principal against the Client. You are informed that the Company receives monthly commissions from the liquidity provider calculated as a percentage of the volume of Orders sent for execution each month; you may contact the Company for further clarification of these commissions.

42.2. When the Company deals with or for you, the Company, an associate or another connected person may have an interest, relationship or arrangement that is material to the transaction or that conflicts with your interest — for example, dealing in an instrument it recommends to you (including holding a long or short position), or advising and serving associates or other clients with interests that conflict with yours.

42.3. You consent to, and authorise, the Company dealing with or for you in any manner it considers appropriate notwithstanding any conflict of interest or material interest in a transaction, without prior reference to you. The Company's employees are required to observe a policy of independence and to disregard any such interest or conflict when dealing with you.

42.4. The Company is required to take all reasonable steps to detect and avoid conflicts of interest and is committed to acting honestly, fairly and professionally and in the best interests of its clients. A summary of the policy is set out in the "Summary of Conflicts of Interest Policy" available on the website.

43. Copy Trading / Social Trading

43.1. Where the Company offers copy trading and social trading services through its platform, clients may assess and select provider account(s) to copy. Copying means your own account is set to follow all trades of the selected provider, subject to variables including sufficient free equity.

43.2. The Company provides the account and trading information of each available provider for your review before you elect to copy. In doing so you confirm that you fully understand all aspects and risk factors of copy and social trading, including its speculative nature and your own objectives.

43.3. The Company's assessment of your suitability for its services, including copy and social trading, is based on the information and documentation you provide. You confirm that this information is true and correct, undertake to update your suitability and risk assessment on any relevant change in your circumstances, and accept responsibility for any damages or losses resulting from inaccuracies on which the Company relies.

43.4. The Company provides no trading advice or recommendations, general or personalised, in relation to copy or social trading or any other service, and gives no guarantee as to the performance of any investment, provider account or strategy. In deciding to copy any provider, you acknowledge that you will consider your financial situation and commitments and that copy trading is speculative and can result in significant losses.

43.5. You acknowledge the risks of automated execution: trades will open and close in your account without manual intervention unless you stop following the provider or close the copied trade and act independently. You are responsible for closing trades you no longer wish to hold and for ceasing to follow a provider; the Company cannot do so on your behalf.

43.6. You authorise the Company to limit or withhold its copy and social trading services at any time based on your investment profile and its ongoing suitability and risk assessments, and to execute all transactions and positions undertaken by the provider you choose to follow. Once initiated by you, copying proceeds automatically without further consultation or approval. The Company may at any time and at its sole discretion stop, pause, restrict or limit any copy trading activity performed by you.

43.7. You are solely responsible for assessing, selecting and monitoring the suitability and performance of any copied provider account, portfolio or strategy. When copying, you further authorise the Company, at its sole and absolute discretion, to: copy or stop copying any provider account, portfolio or strategy you have selected; open or close any position you hold and set limits to any position (including copied positions); update or amend the policy, objectives, structure or composition of any Company portfolio, with or without notice to its copiers; and close any such account, portfolio or strategy, with or without notice.

43.8. The Company will monitor provider performance against parameters it establishes — which may include risk, profitability, drawdown and other relevant factors — and may stop or block any provider account, portfolio or strategy from being copied, and pause, copy or stop the copying of any particular investment, at its discretion.

43.9. Copy and social trading do not constitute investment advice. By using these features you do so at your own risk, without holding the Company, its affiliates, employees, clients or agents liable for any losses you may sustain. Neither the Company nor any copied provider guarantees the future or specific performance of your account or strategy; investment strategies are subject to market, currency, economic, political and business risks; decisions may be unprofitable and may result in significant losses; and past performance does not guarantee future performance.

43.10. You understand that the Company may take the same or similar positions for other clients or its own accounts, that other customers may trade in the opposite direction to you, and that the Company has no obligation to buy, sell or recommend for your account any instrument it buys or sells for others. The Company may remunerate copied traders and may review fees, charges and commissions for any service it offers; the costs applicable to copy trading appear on the website and/or platform, and it is your responsibility to check for updates and your right to request clarification.

43.11. To the maximum extent permissible under applicable law, the Company is not liable for: any loss arising from following your oral or written instructions; any loss relating to decisions or actions of an account you have elected to follow; or any loss arising from investment decisions made or actions taken or omitted in good faith by any copied account. Nothing in these terms waives or limits any rights you may have under applicable law that cannot be waived or limited. You further acknowledge that copy trading may result in an executed price different from that of the copied trader, and that your order may be filled at a less desirable rate.

Appendix A — FX and CFD Trading Terms

A.1. Scope

This Appendix applies only to clients trading Contracts for Difference on the Underlying Assets available with the Company from time to time, such as currency pairs (FX Contracts), equity indices, base and precious metals, forwards, commodities, stocks, share indices and futures. Although an FX Contract is a type of CFD, it is referred to separately as the type of CFD whose Underlying Asset is a Currency Pair.

A.2. Opening and Closing Orders / Transactions

A.2.1. To open a transaction on the Trading Platform you must open a Buy or a Sell at the price quoted by the platform at that time; to close it, you must offer to sell (for a Buy) or buy (for a Sell) the Underlying Asset covered by the open transaction at the price quoted at the time of the closing offer. Transactions and open positions cannot be transferred to other FX/CFD providers or their platforms. Full details are in our Order Execution Policy on the website.

A.2.2. The platform provides a Buy quote and a Sell quote for each Underlying Asset; you may open a Buy or close a Sell only at the quoted purchase price, and open a Sell or close a Buy only at the quoted sale price.

A.2.3. You may offer to open a transaction at the best available rate (“Market Order”) or at a price you specify (“Limit Order”). For Market Orders, the completed price may differ from the rate displayed on submission, and you agree that your offer may be accepted at a lower or higher price within a range specified on the platform, being the best possible rate then offered. For Limit Orders, your offer may be accepted at a better price (lower for a buy, higher for a sell) than the price you indicated; before acceptance you may cancel a Limit Order without liability, and if accepted it will be filled at the best possible rate offered on the platform.

A.2.4. Orders may be placed and (where permitted) changed within the Trading Hours shown for each instrument on the website, as amended from time to time. Orders accepted outside Trading Hours may prove incapable of execution if the market does not trade at the stipulated price when Trading Hours resume. Pending Orders not yet executed remain effective through the next trading session. Open spot positions roll over to the next Business Day at the close of business in the relevant Underlying Market, and open forward positions roll into the next relevant period on expiry, in each case subject to the Company's rights to close the position. Market Orders that cannot be filled for lack of volume are cancelled and do not remain effective.

A.2.5. Orders are valid according to the type and time you specify; if no validity period is specified, an Order is valid indefinitely, although the Company may delete one or all Pending Orders if the account equity reaches zero. You may remove Orders before execution, change Stop Loss and Take Profit levels provided they exceed the minimum distance for the symbol, and delete or modify a Pending Order before execution; to change its expiry you must cancel it and place a new one.

A.2.6. FX and CFD Orders are executed as follows: Take Profit, Stop Loss (including on locked positions), Limit, Buy Stop and Sell Stop orders are all executed at the first available market prices. Stop Loss, Take Profit, Limit, Buy and Sell Orders are not guaranteed: they are triggered at the set level, but if that price is not available in the market they will be executed at the first available market price.

A.2.7. Quotes shown on the client terminal are indicative and Slippage may occur. Due to market volatility and factors beyond its control, the Company cannot guarantee execution at the level specified in your Order; an Order may be closed at a worse price than specified (negative Slippage), in which case the transaction will be closed at the next best price, and where price moves to your advantage (positive Slippage), the Company can pass the improvement on to you. If the Company cannot proceed with an Order as to price, size or otherwise, it will send you a re-quote of the price at which it is willing to deal; the original Order is rejected and you must place a new one. The Company is not obliged to arrange execution of Orders outside normal Trading Hours and will delete error quotes (spikes) from the server's quotes base.

A.3. Stops and Limits

A.3.1. We may, at our sole discretion, allow you to specify a closing price through Stop Loss and Take Profit Orders, subject to this Agreement and any further conditions we implement. On our acceptance of such an Order, you authorise us to close the transaction at the stop loss or take profit price as agreed, without further instruction or notice; we may close the transaction when the price quoted on our platform equals or exceeds the accepted price, and we are not required to close any transaction where you are not in compliance with the conditions in paragraph 14.10 of this Agreement.

A.3.2. We may allow you to request the opening or closing of a transaction, including stop loss and take profit orders, within a time period you determine; if accepted, we may close the transaction within that period and are not obliged to do so outside it.

A.3.3. We may accept an offer to place a trailing stop in relation to a Stop Loss Order. The original stop level may be amended as the market moves in your favour; while your trailing stop is in effect, each favourable market movement of at least one pip constitutes a new offer by you to raise the level of your trailing stop by one hundredth of one percentage point, rounded to the nearest absolute value in your base currency as specified on the platform.

A.3.4. Due to market volatility and factors beyond our control, we cannot guarantee execution at the level specified in your Order; in such a case we will close the transaction at the next best price. For a Stop Loss on a Buy, the underlying price may suddenly fall below the stop level without ever trading at it; for a Sell, it may suddenly rise above the stop level without ever trading at it. For a Take Profit where price moves to your advantage, we can (but need not) pass the improvement on to you. Placing a Stop Loss will not necessarily limit losses to the intended amount, and the Company bears no responsibility where market conditions prevent execution at the stipulated price. Trading operations using additional terminal functions such as trailing stop or Expert Advisor are executed entirely under your responsibility, as they depend directly on your trading terminal, and the Company bears no responsibility for them.

A.4. Premium (Swaps)

A.4.1. Any open transaction held at the end of the trading day of the Underlying Market, or over the weekend when the market is closed, is automatically rolled to the next Business Day to avoid automatic closure. On rolling, a premium/swap is added to or subtracted from your account. The premium is a constant percentage of position value based on factors including the direction of the transaction, interest rates, underlying asset differentials, daily price fluctuations and other economic and market factors, and is displayed in the "details" link for each Underlying Asset on the platform. In deciding to open a transaction, you acknowledge awareness of the premium and authorise us to add or subtract it each day at the collection time specified on the platform.

A.5. Expiry Transactions

A.5.1. We may, at our sole and absolute discretion, set an expiry date and time for a specific instrument, displayed in the details link for the Underlying Asset; it is your responsibility to be aware of it. If you do not close an open transaction in an Underlying Asset with an expiry date before that date, the transaction closes automatically on expiry at the last price quoted on the platform immediately before the applicable expiry date and time.

A.6. Spreads

A.6.1. All FX and CFDs available with the Company carry spreads, which appear on the platform and/or the website. The Company may amend its spreads at its discretion from time to time; changes take effect on the platform and/or website, and you are responsible for checking for updates regularly.

A.7. Leverage

A.7.1. The Company offers leverage levels per instrument as published on its trading platform and website, up to the maximum permitted by applicable regulations, as amended from time to time. Please refer to the website for the leverage available on each instrument.

A.7.2. Using leverage magnifies potential losses. For example, on a position with 1:30 leverage, a favourable or adverse market movement of 0.5% produces a 15% gain or loss respectively. Higher leverage entails higher risk: with 1:50 leverage an adverse movement of 0.5% produces a 25% loss, while with 1:100 leverage the same movement produces a 50% loss.

A.7.3. We reserve the right to amend client leverage at any time at our absolute discretion. We will endeavour to give reasonable notice, but given the volatile nature of markets this may not always be possible. Information about leverage changes is available in the Personal Area; if information on the website contradicts the Personal Area, the Personal Area prevails.