PRIME XBT TURBO
TERMS AND CONDITIONS
1. General

1.1. This Agreement defines the terms and conditions under which Prime Digital Instruments LLC (hereinafter, “Company”) provides PrimeXBT Turbo platform and Short-Term Contract trading facilities to its users (“Client”).


1.3. The objects of the Company are all subject matters not forbidden by International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and the Grenadines, 2009, in particular but not exclusively all commercial, financial, lending, borrowing, trading, service activities and the participation in other enterprises as well as to provide brokerage, training and managed account services in currencies, commodities, indexes, CFDs and leveraged financial instruments.

1.4. The Client warrants his understanding that laws regarding PrimeXBT Turbo platform and its products vary throughout the world and it is the client's obligation alone to ensure compliance with any law, regulation or directive relevant to Clients country of domicile.

1.5. Ability to access the PrimeXBT Turbo platform does not necessarily mean that the company services and client activities through it are legal under the laws, regulations or directives relevant to clients country of domicile. Subject to the provisions of this Agreement, the Company agrees to provide the Client with the Services subject to the Client Not being a resident of: Canada, North Korea, Japan, Israel, Australia, Algeria, Ecuador, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Germany, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Norway, Iceland, Liechtenstein, Sweden, United Kingdom, Andorra, Vatican, Monaco, San Marino, Cyprus, Switzerland, Israel, Saint Vincent and the Grenadines, Japan, Russian Federation, Belarus.

1.6. PrimeXBT Turbo platform and Short-Term Contracts are not governed by any regulatory framework, therefore you will not benefit from the protections available to clients receiving regulated investment services.
IF YOU HAVE OBJECTIONS TO ANY OF THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, AND/OR IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, DO NOT ACCESS AND/OR USE SERVICES IN ANY WAY AND INFORM US IN WRITING IMMEDIATELY.

1.7. The terms of this Agreement shall be considered accepted unconditionally by the Client once he enters the PrimeXBT Turbo platform accessible from https://primexbt.com/my/turbo or https://primexbt.ch/my/turbo or https://primexbt.com.au/my/turbo or through mobile application, API or through any other available access point. As soon as the Client enters PrimeXBT Turbo platform, every operation made by the Client on shall be subject to the terms of this Agreement and other documentation/information on the Website.

1.8. The Client must carefully review the terms of the Agreement. By accepting the terms of this Agreement, the Client agrees to all of the terms and confirms that he/she is an adult who is a legally capable person and is not a resident of a country where transactions in Short-Term Contracts may be deemed illegal.

1.9. The Client also represents and warrants to the Company that all of the information provided during Client registration and during the performance of Agreement, is true, accurate, reliable and complete in all respects, and the Client completed the registration form him/herself.

1.10. The Client will carry out transactions in Short-Term Contracts personally, on his own behalf and at his own expense and will not use funds borrowed from other Company Clients or from third parties to carry out transactions. The Client will be guided by the principles of integrity, honesty, and rationality; the Client will not take actions coordinated with other Company Clients aimed at damaging the Company; the Client will not use software errors, defects, and vulnerabilities he discovers in the Platform to extract income and will not distribute the information about vulnerabilities to the third parties. The Client will not use unfair and dishonest methods or ways of executing transactions with the Company.

1.11. Company reserves the right to alter, amend or modify this Agreement from time to time, in Company's sole discretion. The Company warns that in some or in all cases it will not notify the Client personally via email about the changes made in this Agreement, therefore it is the responsibility of the client to check the Website from time to time to make sure he/she complies with the current version of the Agreement.

2. Terms and Definitions
• Agreement – means the present Agreement including any Annexes and/or Appendices attached herein as this may, from time to time, be amended or replaced.
• Client – means a natural or legal person, accepted by the Company as its Client to whom Services will be provided by the Company under this Agreement.
• Account – a special account provided to the Client in which funds are transferred by the Client to make Short-Term Contract transactions and from which the Transaction Amount is debited when the transaction is executed; and to which profits, if any, are credited when a transaction is closed.
• Website – is a collection of publicly accessible, interlinked web pages that are related to Short-Term Contracts transactions, news and marketing information.
• Deposit - Funds deposited by the Client in their Account.
• KYC – means the documents of the Client that include the passport or ID and utility bill of the Client, and any additional document that may be required by the applicable law on AML.
• Price – the current Short-Term Contracts price, based on an indicative price of an underlying instrument, displayed on the Platform
• Price Feed – a succession of prices displayed on the Platform.
• Services – services provided by the Company to the Client through the Platform of the Company, including without limitation to transactions in Short-Term Contracts, analytics, news and marketing information services.
• Short-Term Contract – a synthetic derivative contract, consisting of two transactions: transaction execution and expiration, as a result of the fulfilment of which the Client either receives income or loses the Transaction Amount. The Company does not, however, provide a Client with the ability to assume obligations greater than the Transaction amount (the Company does not provide leverage to the Client).
• Transaction Amount – The amount of funds that is being used to execute a transaction. This amount will be used for payout calculation in case of a successful transaction, and it will be deducted from Clients Account in case the transaction is not successful.
• Expiration Time – the time when the condition for payout of income on the Short-Term Contract Expiration Time is checked. The Company has the right to change Expiration Time for every Short-Term Contract without prior notice.
• Short-Term Contract transaction – an agreement between the Client and the Company under which the Client pays the agreed Transaction Amount and the Company agrees to pay a fixed Payout if the transaction is profitable.
• Platform – is a software accessible from https://primexbt.com/my/turbo through which the Client can obtain real-time information about prices to carry out transactions in Short-Term Contracts, receive messages from the Company. Entry to the Clients Account within the Platform is protected by a password that the Client sets at registration on the Company's site.
• Underlying Instrument – Instrument the price feed on which the Short-Term Contract is based upon.

3. Subject of the Agreement

3.1. The Company shall carry out all transactions as provided in this Agreement on an execution-only basis, neither managing the account nor advising the Client. Clients should obtain their own financial, legal, taxation and other professional advices. The Company is entitled to execute transactions in Short-Term Contracts requested by the Client as provided in this Agreement even if the transaction is not beneficial for the Client. Unless otherwise specifically agreed, the Company is not obligated to make an attempt to execute the Client's transaction order using prices more favourable than those offered through the Platform.
3.2. While making transactions in Short-Term Contracts Clients are not entitled to take delivery and are not entitled to ownership of any Underlying Instrument. Short-Term contracts are not traded on a regulated exchange and are not cleared on a central clearinghouse. Exchange and clearinghouse rules and protections do not apply.
3.3. Subject to the provisions of this Agreement, the Company agrees to provide the Client with the Services subject to the Client:
3.3.1. Being of age of maturity in accordance with the jurisdiction he/she resides in or is a resident of, is of legal competence and of sound mind.
3.3.2. Not residing in any country where transactions in Short-Term Contracts offered by the Company would be contrary to local laws or regulations. It is the Client’s responsibility to ascertain the terms of and comply with any local laws or regulations to which they are subject.
3.3.3. Not being a USA/territories of the US national and not being a resident of the following jurisdictions: Canada, North Korea, Japan, Israel, Algeria, Ecuador, Australia, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Germany, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Norway, Iceland, Liechtenstein, Sweden, United Kingdom, Andorra, Vatican,
Monaco, San Marino, Cyprus, Switzerland, Israel, Saint Vincent and the Grenadines, Japan, Russian Federation, Belarus.

3.4. The Company will offer Services to the Client at the absolute discretion of the Company subject to the provisions of this Agreement.

3.5. The Company shall not be financially liable for any transactions conducted by the Client through the Platform.

3.6. Each Client shall be the only authorized user of the Company's services and of the corresponding Account. The Client is granted an exclusive and non-assignable right to the use of and to access of the Account and it is his/her responsibility to ensure that no other third party, including, without limitation, any members of his/her immediate family, shall gain access to and/or trade through the Account assigned to her/him.

3.7. The Client shall be liable for all transaction orders given through the Platform and any orders received in this manner by the Company shall be considered to have been given by the Client. So long as any transaction order are submitted through the Account of a Client, the Company shall reasonably assume that such orders are submitted by Client and the Company shall not be under any obligation to investigate further into the matter. The Company shall not be liable to and/or does not maintain any legal relations with, any third party other than the Client.

4. Rights, Obligations and Guarantees of the Parties

4.1. The Client shall be entitled to:

4.1.1. Submit with the Company any transaction order requesting the execution of a transaction on the Platform in accordance with and subject to the terms and conditions of this Agreement;

4.1.2. Request withdrawal of any amounts funds outstanding on a client's account not exceeding the daily withdrawal limits, provided that the Company has no claims against the Client and/or the Client does not have any outstanding debts to the Company;

4.1.3. In the event that the Client has any alleged complaint against the Company and/or there is any dispute between the Client and the Company, then the Client can submit his/her complaint, to include all relevant particulars and details, to the Company at support@help.primexbt.com. The Company shall acknowledge receipt of any such complaint, initiate an internal investigation of the matter and shall respond to the Client within a reasonable amount of time but not later than 1 month from the
date of acknowledging receipt of the complaint.

4.1.4. Unilaterally terminate the Agreement provided that there is no debt outstanding from the Client toward the Company.

4.2. The Client:

4.2.1. Acknowledges that the Account shall be activated upon the deposit of funds into the Account.

4.2.2. Warrants that he/she shall at all times be compliant with and honor all of the terms and conditions of this Agreement

4.2.3. Warrants that he/she shall ensure that at all times the username and password will only be used by him/her and will not be disclosed to any other person;

4.2.4. Shall be liable for all transaction orders submitted through the Platform and any orders received in this manner by the Company shall be considered to have been given by the Client;

4.2.5. Confirms that any strategies and/or decisions and/or any activities performed by him/her through his/her Account and on the Platform, are made having in mind/considered/being aware of all risks involved and solely on the basis of his/her knowledge and upon his/her sole discretion.

4.2.6. Accepts any risk, including without limitation to any risk of financial loss, that arises from unauthorized access to and operation of his/her Account/Platform by third and/or unauthorized parties.

4.2.7. Irrevocably accept full responsibility for his/her actions according to current tax legislation valid at the place of residence/living of the Client regarding any performed transactions, included but not limited to revenue/income tax.

4.2.8. Irrevocably accepts that he/she is solely responsible for any technical deficiencies that may occur in Client's connection to the Platform, in Client's equipment used for receiving the services (included, but not limited to, personal computer, laptop, mobile phone and etc.), and confirms that he/she shall have no claims whatsoever against the Company for any direct and/or indirect damages the Client may suffer due to such deficiencies.

4.2.9. Acknowledges that the Company has the right to refuse to execute any transaction order requested by the Client and/or any other action required, under this Agreement, for as long as it maintains any claims against the Client, whether these are due, future or contingent and regardless of whether these arise from the same transaction from which such obligations arise.

4.2.10. Acknowledges and accepts that this Agreement and/or to any materials made available on the Website may be amended unilaterally, from time to time, by the
Company, and that he/she shall be responsible to check on the Website frequently in order to ensure that he/she has made himself/herself aware of any changes effected in such manner. Upon the submission of a request by the Client of any transaction/Operation, any changes effected to this Agreement and/or to any materials made available on the Website shall be deemed as acknowledged and accepted by the Client.

4.2.11. The Client understands that it is his/her sole responsibility to remain up-to-date with all changes of this Agreement. The applicable version shall be the latest version uploaded on the Company’s Website and in the event of a dispute the latest version shall prevail.

4.2.12. In case the Client does not agree with the amendments, the Client shall be entitled to terminate this Agreement by sending an email to support@help.primexbt.com with the request to terminate the Agreement and close the Account.

4.2.13. The Client hereby warrants and represents to the Company that he/she:

4.2.14. Is not a USA/territories of the US national and is not residing in any country where distribution or provision of financial products or services offered by the Company would be contrary to local law or regulations.

4.2.15. Is responsible to ascertain the terms of and shall comply with, any and all applicable local laws and/or regulations to which he/she is subject to.

4.2.16. Has the legal capacity/competence, is of sound mind and has reached the age of maturity in the country which he is resident or citizen;

4.2.17. Is not under any legal disability with respect to, and is not subject to any laws or regulations which prevents his/her performance of this Agreement or any contract or transaction contemplated by this Agreement.

4.2.18. The Client acts as principal and not as an authorized representative / attorney or trustee of any third party.

4.2.19. All cryptocurrencies and other assets/funds delivered for any purpose by the Client to the Company are not connected directly or indirectly to any illegal and/or criminal activities and/or terrorism.

4.2.20. All cryptocurrencies and other assets/funds delivered for any purpose by the Client to the Company, shall belong exclusively to the Client and at all times be free from any charge, lien, pledge or encumbrance, unless the Client has otherwise disclosed to the Company in writing.

4.2.21. The Client certifies that he has provided accurate, complete and true information about himself upon registration and will maintain the accuracy of the
provided information by promptly updating any registration information that may have changed. Failure to do so may result in Account closure, Account limitations and/or voiding of any transactions.

4.2.22. The Client can be asked to provide KYC documents to the Company at sole discretion. The failure to provide the requested documents can result in account closure and freezing of funds.

4.3. The Company shall be entitled to:

4.3.1. Modify the size of Company's financial obligations to the Client with changes of the appropriate entry of the transaction operations register in case of violation of one or several provisions of the Agreement herein by the Client.

4.3.2. The Company reserves the right to change, add or set as default the transaction Payout, the minimum and/or the maximum transaction Amount, the possible expiration periods for one, several or all of the assets.

4.3.3. Contact the Client with any question concerning the Agreement herein, including, in order to clarify the Client’s intentions regarding his/her actions through the Account.

4.3.4. Unilaterally modify and/or amend and/or restate the terms and conditions of this Agreement and/or the material made available on the Website without prior notice to the Client.

4.3.5. Engage third parties with a view to cooperate in order to facilitate and/or enhance any and/or the provision of, the Services under this Agreement.

4.3.6. With regard to any matters and/or obligations that are not covered by this Agreement, the Company shall act accordingly upon its own discretion but at all times in accordance with business custom and existing practices within the line of the Services.

4.4. Obligations of the Company:

4.4.1. Subject to the provisions of this Agreement and the Company being reasonably satisfied that the Client is compliant with the terms and conditions of this Agreement and/or has not in any way breached any terms of this Agreement, the Company shall offer the Services through the Website;

4.4.2. To fulfil provisions of the Agreement herein.

5. Limitation of Liability

5.1. The Company is committed to ensure continuity of the Services on the Website. However, The Company assumes no responsibility for any error, omission, deletion,
interruption, delay, defect, in operation or transmission, communications line failure, theft or destruction or unauthorized access or alteration of the site or Services. The Company declines the responsibility for any problems or technical malfunction of any telephone networks or lines, computer online systems, servers or providers, hardware or software, or any technical failure because of technical problems or traffic congestion on the Internet, the site or any Service. To the extent permitted by applicable law, in no event shall we be liable for any loss or damage arising from use of the site or Services for any content posted on or through the site or Services, or the conduct of all users of the site or Services, whether online or offline.

5.2. THERE IS NO EVENT THE COMPANY OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER TO YOU, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION THE QUALITY OF THE USEFULNESS OF INFORMATION PROVIDED THROUGH OR AS PART OF THE SITE OR ANY INVESTMENT DECISION MADE ON THE BASIS OF THE INFORMATION, WHETHER THE DAMAGES WERE PREDICTABLE OR NOT AND WHETHER OR NOT THE COMPANY HAS BEEN ACQUAINTED WITH THE POSSIBILITY OF SUCH DAMAGES. LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL THE COMPANY CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT OF MONEY YOU TRANSFERRED OR DEPOSITED IN YOUR ACCOUNT ON THE SITE IN CONNECTION WITH THE TRANSACTION GIVING RISE TO SUCH LIABILITY.

5.3. It is the Client’s responsibility to verify that all transactions and Service received are not contradictory to any applicable law and to undertake any other legal duty emanating from the use of Website at the Client’s sole option, discretion and risk, and the Client is solely responsible for ascertaining whether it is legal in the Client’s jurisdiction and/or place of residence. The Client holds sole liability for all transactions in his trading account, including all cards transactions or other means of deposit and withdrawal transactions (as stated below).

5.4. The Client is responsible for securing his/her username and password for his account. The Client holds sole responsibility for any damage caused due to any act or omission of the Client causing inappropriate or irregular use of the Client account.

5.5. It is clearly stated and agreed by the Client that the Client bears sole responsibility for any decision made or to be made by the Client relying on the
content of the Website and no claim or suit of any kind will arise to that effect against the Company and its directors, employees, functionaries or agents. The Company will hold no responsibility for loss of profits related to the Website, transactions carried out by the Client, services or any other damages, including special damages or indirect damages or circumstantial damages caused, except in the event of malicious acts made by the Company.

5.6. Without limitation of the aforesaid and only in the event of definitive judgment by court or other authorized legal institution resolving that the Company holds liability towards the Client or third party, the Company’s liability, in any event, will be limited to the amount of money deposited transferred by the Client to the account in respect of the transaction which caused the liability of the Company.

6. Force Majeure

6.1. The Company shall not bear responsibility to any harm or any form which shall be caused to a Client in the event that such harm is the result of a force majeure and any outside event which is not in the control of the Company. The Company shall not bear any responsibility for any delay in communications or failure in the Internet, including, without limitation, computer crashes or any other technical failure, whether caused by the telephone companies and various telecommunication lines, the ISP computers, the Company’s computers or the Customer’s Computers.

6.2. If the Company has sufficient grounds, it may claim force majeure events. Force majeure events include (without limitation):

6.2.1. any action, event or occurrence (including, but not limited to, any strike, riots or civil strife, terrorist acts, wars, natural disasters, accidents, fires, floods, storms, power outages, interruptions in the operation of communication equipment, software or electronic equipment, incorrect operation of any kind of equipment or software, the instability in the quote stream, interruptions in the operation of or the instability of liquidity providers, etc.), which, in the Company’s reasonable opinion, led to the destabilization of the market or the markets for one or more assets (instruments);

6.2.2. the suspension of work, the liquidation or closure of any underlying instrument or the absence of any event on which the Company bases prices, or the imposition of restrictions or special or non-standard terms of trade in any underlying instrument, or in respect of any such event.

6.2.3. If the Company has established that a force majeure event occurred, the Company has the right (without prejudice to the Company’s other rights) to take any...
of the following steps without prior written notification and at any time:
6.2.3.1. cancel any or all transactions the result of which is directly or indirectly caused by force majeure;
6.2.3.2. suspend or amend the application of one or all provisions of the Agreement as long as the force majeure event makes it impossible for the Company to comply with these provisions;
6.2.3.3. take or, on the contrary, not take any action in respect of the Company, the Client or other clients, if the Company reasonably deems it appropriate under the circumstances.
6.3. The Company assumes no liability for breach (improper discharge) of obligations if force majeure events interfered with that discharge.

7. Governing Law

7.1. All the terms and conditions of this Agreement as well as any matters pertaining to this agreement, including without limitation to matters of interpretation or disputes, shall be governed by the laws of St. Vincent and the Grenadines.
7.2. The Company and the Clients irrevocably submit to the jurisdiction of the courts St. Vincent and the Grenadines. The Company shall be entitled to use the interpreter's services during the court trial in case of dealing with disputable situations according to the legislation of the St. Vincent and the Grenadines.

8. Intellectual Property

8.1. The Company has exclusive intellectual property rights on all content, trademarks, service marks, trade names, logos and icons that are the property of The Company, its affiliates and agents, and are protected by copyright laws and international treaties and provisions. All Clients agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that the client receives from 3rd persons or downloads and prints from the site of the company.
8.2. Clients will not obtain any intellectual property rights in, or any right or license to use such materials or the site of the company, other than as set out in this Agreement. Images displayed on the site of the company are either the property of The Company or used with permission.
8.3. The Client agrees not to upload, post, reproduce or distribute any information,
software or other material protected by copyright or any other intellectual property rights (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of the company.

9. Taxes

The company is not a tax agent and thus shall not provide clients' financial information to any third parties. This information will not be disclosed unless officially requested by government authorities.

Risk Disclaimer

The products provided by the Company, including Short-Term Contracts carry a significant level of risk. As a result, Short-Term Contracts may not be suitable for all users because you may lose a part or all of your invested capital. You should never put more capital at risk than you are prepared to lose. Before executing transactions in Short-Term Contracts you have to understand the risks involved and your level of experience should be unbiasedly evaluated. You should seek independent advice if necessary.

9.1. The prices of Short-Term Contracts offered by the Company derive their value from the price action of the underlying instruments. Information on the previous performance of Short-Term Contracts does not guarantee the same results of its current and/or future performance. The use of historical data does not lead to precise and reliable forecast.

9.2. Transactions in Short-Term Contracts offered by the Company can put your capital at significant risk. Executing transactions in the Short-Term Contracts offered by the Company is not suitable for all users. You acknowledge, and without any reservation accept, that the price of any Short-Term Contract may vary significantly either upwards or downwards. You acknowledge, and without any reservation accept, the existence of a substantial risk of incurring losses and damages as a result of the executing transactions in Short-Term Contracts offered by the Company and acknowledge your intent and willing to take such risk.

9.3. The Company will not and will never provide you with any recommendations or with any advice that is directly or indirectly connected with the Short-Term Contracts.

9.4. You have to note that the Company may provide you with useful information on
relatable subjects created by third parties BUT the Company does not approve or endorse this information and/or these tools. Such information may include transaction execution opportunities and it should be understood that, by taking any actions as a result of this information/tools, you accept and understand that it can cause loss of a part or all of your capital. We don’t accept any liability for any such losses resulting from actions taken by you based on information and or tools produced by third parties.

9.5. The Company may also provide, at its discretion, information, news, market commentary or any other information through its Website, agents or Platform but when it does so, it is understood that the information is provided solely to enable you to make your own decisions and does not amount to transaction execution advice. You fully accept that you are solely responsible for any transaction in Short-Term Contracts you execute and that any transaction you execute is done basing upon your own judgment.

9.6. The Short-Term Contracts are not suitable for all clients. These Contracts are highly complex and such Clients must always make sure that they are fully aware and understand the specific characteristics and risks regarding the Services.

9.7. Due to the high volatility of Short-Term Contracts prices can vary considerably during the course of a day, which may bring you profit as well as significant loss. Short-Term Contracts with volatile price fluctuations should be carefully considered as there are higher risks of loss. Prices may fluctuate due to changes in market conditions which is beyond your control and that of the Company and it may not be possible for transactions to be executed at the declared prices resulting in losses.

9.8. Executing transactions in Short-Term Contracts carry a high risk of losing a part or all of the capital in your Account.

9.9. Prices of the Underlying instruments carry high volatility and thereby can widely fluctuate or become temporarily or permanently unavailable, therefore Clients should execute transactions carefully and only with funds that they can afford to lose.

9.10. The nature of transactions in Short-Term Contracts may lead to an increased risk of fraud or cyber-attack, and may mean that technological difficulties experienced by the Company may prevent the access to the Services.

9.11. We are not responsible for financial losses arising from failure, malfunction, interruption, disconnection or malicious actions of information, communication, electricity, electronics or other systems, which are not the result of gross negligence or wilful default of the Company.

9.12. When executing transactions on the Platform, you take into consideration the
risks arising from:
• Failures in your software, equipment, and connection;
• Errors in your Platform settings;
• Failure to update your internet browser version in a timely manner
• Your failure to follow the instructions for using the interface of the Platform.
9.13. We are not responsible for errors that occur in the operation of the Platform and will not compensate losses resulting from errors in the operation of the Platform.
9.14. You must understand that any third-party attacks against the Company’s systems which result in disruption of services or loss of funds, are not the responsibility of the Company and any liability for resulting losses will not be compensated by the Company.
9.15. The Company ensures that it takes all reasonable measures to deflect such attacks and to provide you with a secure and smooth transaction execution experience.
9.16. The Company does not accept Transaction Execution Orders over email, phone or live chat.
9.17. You must fully understand that the unencrypted information transmitted by e-mail is not protected from any unauthorized access.
9.18. You may suffer financial losses caused by the materialization of the above-mentioned risks, and you understand that you shall be responsible for all related losses that you may suffer, assuming that these are not owed to the Company’s gross negligence or wilful default.
9.19. You fully agree that the amount of time required to process your orders and/or instructions may significantly increase if market conditions become abnormal. Additionally, you agree and acknowledge that orders may not be executed at declared prices and there is a chance that they may not be executed at all.
9.20. Abnormal market conditions include but are not limited to: times of rapid and volatile price movements, severe fluctuations in the same trading session and as a result, under the rules of the relevant exchange, trading is suspended or restricted, or there is lack of liquidity, or this may occur at the opening of trading sessions.
9.21. You also assume and acknowledge responsibility for all transactions in Short-Term Contracts performed within countries where they are restricted or prohibited by local law.
9.22. Laws regarding Short-Term Contracts may differ throughout the world. It is your obligation to make sure that the use of our services is fully compliant with any laws, regulations or directives applicable in the country you reside.
9.23. The ability to access the Website or the Platform does not mean that our
services or any related activities are legal under the laws of your country of
residence. The services of the Company should not be used by anyone in any
jurisdiction in which these services are not authorized or unlawful. All users are
required and responsible to check regulations related directly or indirectly to the
Services offered by the Company in their respective countries of residence before
making registration and executing the transactions on the Platform.
9.24. We are not responsible for financial losses arising from delayed or failed receipt
of messages sent by the company.
9.25. You are fully responsible for the security of the credentials of your Account as
well as the confidential information that is sent to you by the Company. We are not
responsible for any financial losses that might arise from your disclosure of this
information to third parties.