

1.11.2025

# Terms of Use

Solantis LLC

## Introduction

Solantis LLC (hereinafter “the Company”, “we”, “us”, “our”, “ours” and “ourselves” as appropriate), is authorized and regulated by the Financial Authorities of Saint Lucia with license number 202500785.

These Terms and Conditions or Terms of Use govern the relationship between the Client (hereinafter, “he/she” or “his/her” or “him/her” or “they/them/their”) and Solantis (the “Company”).

The Client understands that he/she should take sufficient time to carefully read and accept these Terms and Conditions and refer to the Legal Documents provided on the Company’s official website for any additional information.

If the Client does not understand or have objections to any of these Terms and Conditions, or any part thereof, and/or if the Client does not agree to be bound by these Terms and Conditions, he/she shall contact the Company in writing immediately before the opening of a trading account.

## 1. Acknowledgement

- 1.1. The Client acknowledges that he/she read and understood these Terms and Conditions together with the Legal Documents provided on the Company’s official website and agrees to be bound by these. A reference to the Terms and Conditions or this Agreement includes all the Legal Documents as defined below.
- 1.2. By accepting these Terms and Conditions, the Client enters into a binding legal agreement with the Firm. The Client further acknowledges and understands that these Terms and Conditions will be amended from time to time and agrees that such amendments or variations shall become effective and binding as soon as published on the Company’s website, with or without prior notification to the Client. While the Company will make every effort to notify in advance its Clients of any material changes to these Terms and Conditions, Clients are solely responsible to periodically review these Terms and Conditions on the Company’s Website. The Company may upgrade the Client’s Trading Account, convert Client’s Trading Account type, upgrade or replace the Platform or enhance the services offered to the Client if it reasonably considers this is to the Clients advantage and there is no increased cost to the Client.
- 1.3. The Client acknowledges that the Company’s official language is English, and the acceptance of the Terms and Conditions shall constitute a binding legal agreement with the Company.
- 1.4. If the Client’s signature or acknowledgement is required or requested with respect to any such document and the Client “clicks” in the appropriate “accept/agree/submit” button, the Client will be deemed to have “signed” and/or acknowledged the document to the same extent and with the same effect as if he/she had signed the document manually. To the extent permitted under applicable mandatory Law, the Client hereby waives any rights or requirements under any applicable laws, rules and/or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records.
- 1.5. The Client hereby expressly acknowledges his/her understanding that he/has the right to withdraw his/her consent to the electronic delivery and signature of documents at any time by providing prior written notice to us. However, if the Client revokes his/her consent, his/her access to an/or use of the Client’s Online Trading Facility may be restricted or terminated at the Company’s sole discretion and without any obligation on the Client’s end to provide the Company with any explanation and/or justification thereof.
- 1.6. The Client unconditionally acknowledges and accepts that, regardless of any information which may be provided by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.
- 1.7. The Client has read and unconditionally states that he understands the “Risk Disclosure Notice” the Company has published, as this is available on the Website public and available to all Clients.
- 1.8. The Company has the right to amend these Terms and Conditions and other documents and terms of business between the Company and the Client also in respect of already opened positions for the following important reasons: a. due to changes of regulations, which have or may have an impact on the Company, including services provided by the Company. b. due to necessity to adapt these terms to the applicable law. c. due to changes in the interpretation of regulations, resulting from court rulings, resolutions, decisions, recommendations or other acts of state bodies. d. due to the necessity to adapt the terms to the decisions, guidelines, recommendations, or other positions of the supervision authorities. e. due to the necessity to adapt the terms to the requirements relating to consumer protection f. due to change in the scope of business activity or change in the scope of provided services or change in the manner of services provision.

g. due to introduction of new products or services to the offer of the Company or change of the offer of the Company concerning the modification of products or services, including the scope and manner of their provision. h. due to the necessity to adapt the terms to market conditions, including offers of competing investment firms, technological changes and/or changes in the functioning of derivatives market. i. due to change of law affecting the increase in the cost of maintaining the Account or the cost of providing services. j. due to introduction of charges related to the implementation of new services or products. k. due to change of scope, form or manner of performing services, in particular in order to adapt them to the current standards of the brokerage activity, market conditions, technological changes, etc. due to change in the level of inflation. m. due to increase of the cost of operating the Account or the cost of services provided by The Company, in particular as a result of changes in the prices of energy, telecommunication connections, postal services, transaction settlement costs and other costs incurred by The Company in the benefit of capital market institutions, including costs incurred through Co-Operators. upon a prior notice sent to the Client before the date in which the amendments come into force.

## 2. Scope of the Terms And Conditions of Business

- 2.1. The Terms and Conditions together with the Legal Documents (defined below) govern all the actions that relate to the execution of the Client' orders and the relationship between the Company and the Client.
- 2.2. The Terms and Conditions are non-negotiable and override any other previous oral or written agreements, arrangements, express or implied statements made by the Company. and that any acts, omissions or representations (oral or otherwise) made by the Client or the Company, its representatives, officers, affiliates, associates or stakeholders, including any the Company's employees with whom the Client may have dealt, shall not amend or take priority over these Terms and Conditions .
- 2.3. These Terms and Conditions include, in addition to any Appendices and the "Account Opening Application Form" completed by the Client through the Company's website, any information provided to the Company by the Client during the registration procedure.
- 2.4. The Company wishes to inform the Client that there are other documents and information available on the Company's Website, which do form part of the Agreement, and provide more details on the Company and its activities carried on vis a vis the Client, such as:
  - 2.4.1. the 'Order Execution Policy' that explains how trades are executed. and b) the 'Risk Disclosure Notice' that summarizes the key risks involved in investing in CFDs and Crypto.
  - 2.4.2. There are additional documents and information available to the Client on Company's Website and through the Trading Platform(s), which contain useful information but are not part of the Agreement.
  - 2.4.3. The 'Privacy Policy' that explains how the Company deals with certain information provided by the Client.

### These include the following:

The 'Conflicts of Interest Policy' that explains how the Company handles any conflicts of interest in order to treat its Clients fairly. the 'Client Categorization Notice' that specifies how a Client is being categorized in accordance with Applicable Regulations. the 'Complaints Handling Procedure' that sets out the procedure that needs to be followed in the event that a Client wishes to complain about the Company and explains how the complaint will be handled, the 'Leverage and Margin Policy' that provides the Client with information on leverage and margin rules of the Company.

## 3. Commencement, Duration, And Right To Withdraw From The Agreement

- 3.1. After each prospective Client fills in and submits the Opening Account Application Form together with all the required KYC documentation requested by the Company, the Company will perform all internal controls (i.e. anti-money laundering and Client appropriateness tests) and will send to the prospective Client a notice informing him/her whether he/she has been accepted as the Company's Client. The Client Agreement will take effect and begin on the date on which the Client receives notification from the Company that he/she has been accepted as the Company's Client and that a Client account has been created for him/her.
- 3.2. The Company is not obliged to accept any person as its Client and may reject an account opening application with or without any grounds in its sole and absolute discretion. No account opening application will progress up until all necessary documentation has been received correctly and the relevant questionnaires have been completed by the prospective Client, and all internal Company controls have

been completed to the Company's satisfaction. The Company retains the right, at its sole discretion, to request additional information regarding the Client and/or to request an update of the data provided by the Client whenever it deems necessary.

- 3.3. The Company will assume that information about a Client's knowledge, experience, ability to bear losses, and risk tolerance provided to the Company is accurate and complete and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate. In any such event, the Company will be deemed to have fulfilled its obligations under the relevant regulatory framework, unless the Client has informed the Company of such changes.
- 3.4. In the event that the Client is accepted by the Company as its Client, the Company will create a Client account for him/her, which will be activated upon the Client depositing the minimum initial deposit as determined by the Company. the client during the registration process selects the type of account he wishes to have. Once Backoffice approves the client, then automatically the trading account of his selection is created, and he may then invest and trade.
- 3.5. We orienting ourselves on European Regulations meaning in compliance with FATCA and/or the CRS, Client may from time to time be called to provide further information and/or documentation to Solantis, which information and/or documentation may include, but is not limited to, information and/or documentation relating to or concerning Client, his/her direct and indirect beneficial owners and any such beneficial owner's identity, residence (or jurisdiction of formation) and income tax status to certify to us compliance or deemed compliance with, or exemption from, the requirements under FATCA and/or the CRS. Client agrees that he/she will provide the said information and/or documentation, as and when requested by us, as we, in our sole discretion, determine as necessary or advisable for us or any of our Affiliates to comply with obligations under FATCA and the CRS.

## 4. Definitions

**Abusive Trading:** shall include any of the following actions such as, but not limited to, pip-hunting, placing "buy stop" or "sell stop" Orders prior to the release of financial data, arbitrage, manipulation or exploitation of any temporal and/or minor inaccuracy in any rate or price offered on the Trading Platform(s), a combination of faster/slower feeds, use of any software, which applies artificial intelligence analysis to the trading platform(s), trading on corporate actions, lag trading, usage of server latency, price manipulation, hunting of trading benefits, abuse of the cancelation of trades feature available on trading platform or use any software (without prior consent of the Company) of any software which applies artificial intelligence analysis of the Company's systems and/or trading platform(s) and/or Client's trading account, or any trading activity patterns that indicate that the participant solely aims to benefit financially without being genuinely interested in trading in the markets and/or taking market risk with the objective of exploiting misquotation(s) or acting in bad faith, including acting in any other way to abuse and/or gain any unfair advantages when using the Trading Platform or Services of the Company.

**Access Codes:** means the unique codes which the Client will determine to enable his/her access to the trading platform.

**Agreement:** shall mean this present Terms and Conditions together with the Appendices, as amended from time to time, and as can be found on the Website under the Legal Documents section.

**Appendices:** shall mean "Order Execution Policy", "Risk Disclosure Notice", "Conflict of Interest Policy", "Investor Compensation Fund Notice", "Client Categorization Notice", "Complaint Handling Procedure", "Privacy Policy", "Key Information Documents" and "Leverage and Margin Policy", as amended from time to time, and as can be found on the Website.

**Applicable Regulations:** shall mean laws and regulations which govern the investments services and activities, including laws which provides a legal frame for the Investment Services, the exercise of Investment Activities, the Operation of Regulated Markets and other related functions and activities.

**Ask:** shall mean the buying price of a Financial Instrument.

**Balance:** shall mean the sum on the Client's Trading Account after the last transaction made within any period of time. deposits minus withdrawals and realized profit & loss.

**Balance Currency:** shall mean the monetary unit in which all balances, commission fees and payments of the Client's Trading Account are nominated and calculated.

**Base Currency:** shall mean the first currency in currency pair.

**Bid:** shall mean the selling price of a Financial Instrument.

**Business Day:** means a day, other than Saturday, Sunday or any public holiday or banking holiday, on which banks and stock exchanges are open for business.

**Client's Trading Account:** shall mean the special personal account for internal calculation and Client's deposits, opened by the Company in the name of the Client. The various documents which form the Agreement, including but not limited to the present Terms and Conditions and Appendices, may use the word trading account or client's trading account interchangeably, which all have the same meaning and apply to all such trading accounts held under the name of the Client.

**Contract Specifications:** shall mean each lot size or each type of the Financial Instruments offered by the Company as well as all necessary trading information concerning spreads, margin requirements etc., as determined in the Website and/or the Trading Platform.

**Client(s):** means the natural or legal person(s) to whom the Company provides its services.

**Client Agreement:** means the agreement between the Company and the Client as to the investment and/or ancillary services provided by the Company. The Document of the Client Agreement can be found in the Company's official website and must be read and accepted by the Client prior enter of the agreement.

**Client Terminal:** means the MetaTrader software versions 4 and 5, cTrader or any subsequent updated versions, , and it includes any other trading platform available on the web and mobile which is used by the Client for their trading activities, as well as to receive notices from the Company and monitor and keep records of their Transactions.

**"CRS" or "Common Reporting Standard":** means the "Standard for Automatic Exchange of Financial Account Information" promoted and operated by the Organization for Economic Cooperation and Development (the "OECD").

**Company Online Trading System:** means the Software used by the Company which includes the aggregate of its computer devices, software databases, telecommunication hardware, a trading platform, all programs and technical facilities providing real- time Quotes, making it possible for the Client to obtain information of Underlying Markets in real time, make technical analysis on the markets, enter into Transactions, place / delete /modify Orders, receive notices form the Company and keep records of Transactions and calculate mutual obligations between the Client and the Company. The Company Online Trading System consist of the Server and the Client Terminal.

**Contract for Difference (CFD):** means a CFD on spot foreign exchange or a CFD on spot metals or any other CFD related asset that is available for trading through Solantis. A full list is available online at the Company's website.

**Corporate Actions:** shall mean payment of dividends, rights issue, mergers and acquisitions, stock splits and reverse stock splits, spin-off, withdrawn from the market or other events that may have an impact on or affect the price of a financial instrument.

**Event of Default:** means when one of the following events occurred:

- a) The failure of the Client to perform any obligation due to the Company under the Agreement.
- b) The Client declares bankruptcy. If an application is made in respect of the Client pursuant to the Bankruptcy Act or any equivalent act in another jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client.
- c) The Client is unable to pay the Client's debts when they fall due.
- d) Where any representation or warranty made by the Client is or becomes untrue.
- e) The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind.
- f) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action.
- g) An action is required by a competent regulatory authority or body or court.
- h) The Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.
- i) The Company reasonably considers that there is a material violation by the Client of the requirements established by legislation, such being materiality determined in good faith by the Company.
- j) Sharing Access Codes, granting, tolerating or failing to prevent access to your (Client) Trading Account to any third party or using the Company's services on behalf of or at the request of any third party without following the due procedure set forth under the heading "Third Party Authorization".
- k) The Company reasonably suspects that the Client performed a Prohibited Action.
- l) The Company reasonably suspects that the Client performed Abusive Trading.
- m) The Company reasonably suspects that the Client opened the Client Account fraudulently.
- n) The Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.



- o) Your failure to make any payment (including but not limited to any payment of Margin, Initial Margin or Variation Margin – Margin Cover Maintenance).
- p) You breach this Agreement (whether by act or omission).
- q) A Transaction is entered into, or an Open Position is Closed Out, or you place an Order in any circumstances in which we reasonably believe that conduct is, or could be considered to be, in breach of the Act, Governing Legislation, Applicable Regulations, whether or not you are aware that the Transaction or Order could breach those laws or regulations.
- r) where any Transaction or combination of Transactions or any Realized or Unrealized Loss on any Transactions or combination of Transactions opened by you results in your exceeding any credit or other limit placed on your dealings.
- s) if you are an individual, your death or your incapacity or you lose mental capacity.
- t) We reasonably believe that any information you have provided is false or untrue.
- u) We reasonably believe that the source of funds in respect of any payment you make to us are from illegal sources.
- v) You are not immediately contactable by us in order for us to obtain instructions in relation to any of your Transactions.
- w) Any other provision of this Agreement which states that an Event of Default has occurred if you have not performed an obligation required by that provision. or any other circumstance where we reasonably believe that it is necessary or desirable to take any action to protect ourselves or all or any of our Clients.
- x) Initiating chargebacks without just cause.
- y) Becoming unresponsive for periods exceeding 10 working days.
- z) Failing to provide documentation relating to your identity, nationality, residence, source of wealth or income. and any other information that may be reasonably required by the Company for complying with its legal and regulatory obligations as well as the legal and regulatory obligations of its affiliates and third-party service providers.

**Equity:** shall mean the provided part of the Client's Trading Account including Open Positions which are tied to the balance and floating (Profit/Loss) by the following formula: Balance + Profit - Loss. These are the funds on the Client's account reduced by the current loss on the Open Positions and increased by the current profit on the Open Positions.

**Financial Instruments:** shall mean the CFD Contracts available for trading and other derivative contracts.

**Floating Profit/Loss:** shall mean the unrealized profit (loss) of Open Positions at current prices of the underlying currencies, contracts or stocks, equity indexes, precious metals or any other commodities available for trading.

**Force Majeure:** events shall include, without limitation, any technical difficulties such as telecommunications failures or disruptions, non-availability of the Website, e.g. due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that the Company is a party to the conflict and including cases where only part of the Company's functions are affected by such events.

**Free Margin:** shall mean the funds not used as the guarantee to Open Positions, calculated as:

Free Margin = Equity – (used) Margin.

**Inactive Trading Account:** shall mean any Client's Trading Account in which the Client did not open any position(s) and/or close any position(s) and/or kept on hold any open position(s) for a period of six (6) months.

**Law or Applicable Law(s):** means any and all laws, ordinances, directives, constitutions, regulations, statutes, treaties, rules, codes, licenses, certificates, franchises, permits, principles of common law, requirements and orders adopted, enacted, implemented, promulgated, issued, entered or deemed applicable by or under the authority of any governmental body or regulatory authority on a domestic or international level having jurisdiction over the Company or any of Company's activities, properties or assets, as well as any domestic or international laws, directives, regulations or statutes governing the business relationship between the Company and its Clients.

Applicable Regulations are included in this definition.

**Legal Documents:** means the following documents:

- Terms and Conditions of Business (this Agreement)
- Client Categorization Policy
- Complaint Handling Policy
- Risk Disclosure Notice
- Conflict of Interest
- Best Interest of the Client and Order Execution Policy
- Deposits and Withdrawals Policy

- Privacy Policy
- Cookies Policy
- Costs and Charges

**Lot:** shall mean a unit measuring the transaction amount, equaling to 10,000 of base currency (i.e. 1 lot = 10,000 of base currency in the case of a CFD on currency pairs).

**Manifest Error:** means a material error, obvious error or omission that is or should be reasonably obvious (an obvious error in the quotes of the Financial Instruments which substantially deviates from the prevailing market price and which has occurred as a result of a system or technical error). This includes (but is not limited to) an incorrect date, time, or misquote of the Quotes by us or by any Exchange, or price-providing financial institution to us or any other information source that we rely on at the time of an Order or Transaction.

**Margin:** shall mean the necessary guarantee funds to Open Positions, as determined in the contract specification.

**Margin Call:** shall mean the forced closing, at current prices, by the Company of Client's Open Positions when Equity falls below the minimum required margin. Which means the situation when the margin to open or maintain a position is insufficient, then the Client is informed by the Company to deposit additional funds.

**Margin Level:** shall mean the index characterizing the account, calculated as: Equity or Margin.

**Open Position:** shall mean the deal of purchase (sale) not covered by the opposite sale (purchase) of the contract.

**Operating (Trading) Time of the Company:** shall mean the period of time within a business week, where the trading terminal of the Company provides the opportunity of trading operations with financial instruments.

The Company reserves the right to alter this period of time as fit, upon notification to the Website.

**Order:** shall mean the request for the Transaction execution.

**Party or 'Parties':** shall mean the Company or the Client referred to individually as a "Party" and both of them together, collectively as the "Parties".

**Pending Order:** is an order that has been entered into the trading platform but will not be executed unless certain conditions are met. the most common types of pending orders are Buy/Sell limit. Buy/Sell Stop. Stop loss and Take Profit.

**Platform:** shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client's Trading Account.

**Power of Attorney:** shall mean the power to authorize a third party to act on behalf of the Client in the specified business relationship with the Company.

**Registration Form:** shall mean the application form/questionnaire completed by the Client in order to apply for the Company's Services under this Agreement and a Client's Trading Account, via which form/questionnaire the Company will obtain amongst other things information for the Client's identification and due diligence, his/her categorization and appropriateness or suitability (as applicable) in accordance with the Applicable Regulations.

**Rollover:** shall mean the process of keeping a position open beyond its expiry.

**Scalping Trades:** shall mean any and all trades which have been closed within the two (2) minute limit and/or the opening of a similar "opposite" trade within the 2-minute limit.

**Services:** shall mean the services to be offered by the Company to the Client under this Agreement, as set out in paragraph 5 of the Agreement.

**Spread:** shall mean the difference between the purchase price Ask (rate) and the sale price Bid (rate) of the financial instruments at the same moment.

**Stop Out Level:** shall mean such condition of account when the Open Positions are forcibly closed by the Company at current prices.

**Stop Loss Order:** means an order placed to sell a security when it reaches a certain price. Stop loss orders are designed to limit an investor's loss on a position in a security.

**Take Profit Order:** shall mean any pending order that is attached to an open position or another pending order for closing the position, usually with a profit.

**Trading Account or Account:** shall mean any account that the Company maintain for the Client for dealing in the Financial Instruments made available under the Agreement and in which the funds and assets are held and to which profits or losses are debited and credited.

**Transaction:** shall mean any type of transaction effected in the Client's Trading Account including but not limited to Deposit, Withdrawal, Open Trades, Closed Trades, Transfers between other accounts which belong to the Client or an authorized representative.

**Underlying Asset:** shall mean the financial instrument (e.g. stock, futures, commodity, currency, index) on which a derivative's price is based.

**Underlying Market:** shall mean the relevant market where the Underlying Asset of a CFD is traded.

**Market Abuse:** means the activities of insider dealing and/or market manipulation as defined in international Law, as amended from time to time.

**Open Position:** it's the situation when the position has not been closed and which is not completed.

**Order:** when the Client instructs the Company to open or close a position when the price reaches the limit that the Client sets.

**Parties:** means the parties to the Agreement – the Company and the Client.

**Prohibited Action:** means any form Abusive Trading or Market Manipulation.

**Quote:** available to the client the information on the current price of a financial instrument in the form of the bid and ask prices.

**Spread:** it's the difference between the Ask and Bid price of an underlying Asset in a CFD at the same moment.

**Swap:** to keep holding a position open overnight, an interest added or deducted.

**Transaction:** means any type of transaction transmitted for execution on behalf of the Client or entered into with the Client or executed on behalf of the Client under the Client Agreement.

**Website:** means the Company's website [www.solantis.pro](http://www.solantis.pro) or any other website that the Company may maintain from time to time.

#### Remarks:

All references to the singular herein shall also mean the plural and vice versa unless the context otherwise requires.

Words importing the masculine shall import the feminine and vice versa.

Any reference to any act or regulation or law shall be that act or regulation or law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance noted, directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.

## 4. Risk Acknowledgement

- 4.1. Please read this section in conjunction with the Risk Disclosure Policy, as updated from time to time. If there are any discrepancies between the policy and these Terms and Conditions, the policy shall prevail in its meaning and interpretation.
- 4.2. Trading on any financial market involves a significant level of risk to your capital. The Client understands that Contracts for Differences, as a leveraged product bears significant risk and the Client might lose part or all his/her invested capital.

The Client shall read and understand the Company's **Risk Disclosure Notice** which can be found on the Company's website before opening a trading account and accessing and/or using the Company's platform.

#### Client Declaration

They are over 18 and to the best of their knowledge and belief, the information provided in the Registration Form and any other documentation supplied in connection with the application form, is correct, complete and not misleading and they will inform the Company of any changes to the details or information entered in the Registration Form. They have chosen the investment amount, taking their total financial circumstances into consideration which they consider reasonable under such circumstances. Whatever money handed over to the Company, it is agreed that it belongs exclusively to the Client, free of any lien, charge, pledge and/or any other encumbrance, being no direct or indirect proceeds of any illegal act or omission or product of any criminal activity. The Client acts for themselves and not as a representative or a trustee of any third person, unless they have produced, to the satisfaction of the Company, a document and/or Power of Attorney enabling them to act as representative and/or trustee of any third person. The Client understands, accepts and agrees that the Company reserves the right to refund/return to the remitter (or beneficial owner) any amounts received, having sufficient proof that these amounts are direct or indirect proceeds of any illegal act and/or omission and/or product of any criminal activity and/or belong to a third party and the Client has not produced sufficient excuse and/or explanations for that event, and consents that the Company may reverse all and any types of previous transactions performed by the Client in any of his Client's Trading Accounts and terminate the Agreement. The Company reserves the right to take all and any legal actions against the Client to cover itself upon such an event and claim any damages caused directly or indirectly to the Company by the Client as a result of such an event. The Client guarantees the authenticity and validity of any document handed over by the Client to the Company. They have regular access to the internet and consent to the Company providing them with the documents which form



the Agreement, or information about the nature and risks of investments, by posting such documents and information on the Website or the Platform or by sending an electronic mail (e-mail). The Client further consents to the provision of trade reporting by means of a Platform. Should the Client wish, they may request for these to be sent by electronic mail (e-mail).

## 5. Client Categorization

- 5.1. Please read this section in conjunction with the Client Categorization Policy, as updated from time to time. If there are any discrepancies between the policy and these Terms and Conditions, the policy shall prevail in its meaning and interpretation.
- 5.2. According to Applicable Regulations, the Company has to categorize its Clients in one of the following categories: Retail Client, Professional Client or Eligible Counterparty. Unless the Company shall notify the Client that they have been categorized in some other way, the Client will be treated as a Retail Client. This categorization provides the highest level of protection compared to a Professional Client, Professional Eligible or Eligible Counterparty.
- 5.3. The Company will inform the Client of his/ her categorization according to Applicable Regulations. The Client has the right to request different categorization. Where the Client wishes to be governed by the Applicable Regulations and the Company's Client Categorization, for Professional Client or Eligible Counterparty, then the Client must inform the Company in writing, clearly stating such a request. The final decision for the changing or not of Client's categorization will be at the sole discretion of the Company. The Company will notify the Client in writing to inform him/ her of his/ her loss of certain regulatory protections prior to agreeing a re-categorization request. The categorization shall depend on the information provided by the Client to the Company and according to the method of categorization as this method is explained under the document Client Categorization on the Website. By accepting this Agreement, the Client accepts application of such method.
- 5.4. Professional Clients are presumed to have advance knowledge of the products and services offered by the Company; they are subject to less frequent disclaimers and warnings about risks associated with trading; do not benefit from Negative Balance Protection (as opposed to Retail Clients); margin close-outs when equity falls below 50%; the protection afforded by the Investors Compensation Fund; and, are able to trade at much higher leverage, in line with Applicable Regulations and Company's policies and practices.
- 5.5. If a client is linked to more than one profile (with the exception of joints accounts or where a PoA has been granted to another person) and is trading as a professional in at least one profile, they will be treated as a professional for all intents purposes under all profiles linked to the said Client.
- 5.6. The Client accepts that when categorizing the Client and dealing with him, the Company will rely on the accuracy, completeness and correctness of the information provided by the Client in his Registration Form and the Client has the obligation to immediately notify the Company in writing if such information changes at any time thereafter.
- 5.7. The Company shall have the right to review the Client's Categorization, according to Applicable Regulations and inform the Client accordingly of the change before it comes into effect.
- 5.8. It is understood that the Company has the right to review the Client's categorization and change his categorization if this is deemed necessary (subject to Applicable Regulations).
- 5.9. The Client agrees to check the "Client Categorization Policy" found on the Website, that the Company has adopted, as this procedure is mentioned in detail there and is available to all Clients.

## 6. Charges and Fees

- 6.1. Please read this section in conjunction with the Costs and Charges Policy, as updated from time to time. If there are any discrepancies between the policy and these Terms and Conditions, the policy shall prevail in its meaning and interpretation.
- 6.2. The Client shall pay to the Company such fees, charges and commissions (including without limitation, spreads, swaps, charges and other fees) to the Company at such rates as are notified by the Company from time to time or published on our Website. In addition to costs, other commissions may be due by the Client directly to third parties. The Client is obliged to pay all such costs.
- 6.3. Certain types of costs may appear as a percentage of the value of the type of financial instrument; therefore the Client has the responsibility to understand how costs are calculated.
- 6.4. When providing a service to a Client, the Company may pay or receive fees, commissions or other non-monetary benefits from third parties as far as permitted by the Applicable Laws. To the extent required by law, the Company will provide information on such benefits to the Client on request.
- 6.5. The provision of the Services by the Company is subject to payment of fees such as brokerage fees/commissions, Swaps/Rollover and other fees. It is noted that the brokerage fees/ commissions are incorporated into the

Company's quoted price (Spread). For keeping a position overnight in some types of CFDs the Client may be required to pay or receive financing fees "Swap/Rollover". Spreads and Swap rates and rollover dates are specified on the Website and/or the Trading Platform. Any additional Company fees (such as account maintenance fees or inactivity fees) appear on the Website and/or the Trading Platform.

- 6.6. The Company reserves the right to modify, from time to time, the size, the amounts and the percentage rates of its fees as such modification will be published on the Website and/or the Trading Platform available and public to all its Clients. Modifications are done in accordance with amendments.
- 6.7. Swap points will be reflected by charging or crediting a trading account of the Client who maintains opened positions in a given instrument overnight. Swap point values are calculated on the basis of disparity of currency pairs' interest rates or constitutes the cost of keeping the underlying asset. Swap points reflect the money value change in time. Daily value of swap points shall be calculated as follows:  $S = (F(1) - F(0)) / 7$  "where F(1) is a weekly future value of the instrument's rate calculated with taking into account time and deposit rate of given currency; F(0) is a value of the spot rate of given Financial Instrument" Due to the fact that the Company is operating in a market maker model and not as an agent, there is no upper limit to the mark-up included in swap points and the Spreads calculated by the Company. Negative swap points and Spreads calculated by the Company constitute a cost which is borne by the Client to the benefit of the Company.
- 6.8. If by the end of the rollover date the Client's Open Position is not closed it shall be automatically carried forward to the new contract. Rollover adjustment will be reflected by adding or deducting a one-time only credit/charge on the trading account at rollover date to reflect the change in market price from the old contract to the new future contract. In respect of a rollover of an open position, it is a Client's responsibility to ensure that their trading account has sufficient available funds to cover the "rollover adjustment".
- 6.9. In case the Client fails to pay any amount by the date on which the said amount is payable, the Company shall be entitled to debit the Client's Trading Account(s) with the said amount and in view of covering the aforementioned amount.
- 6.10. Should the Company pay or receive any commissions or inducements to or from introducers, or any other third party, these shall not be charged to the Client and the Client's Trading Account(s) balance will not be affected. The Client will be informed of any commissions or inducements paid or received by the Company according to Applicable Regulations and in accordance with the Company's "Conflict of Interest Policy" as amended from time to time. Furthermore, any such commissions or inducements paid will be in full conformance with the relevant legal framework.
- 6.11. A fee, commission or non-monetary benefit shall be considered to be designed to enhance the quality of the relevant service to the Client if all of the following conditions are met:
  - a) It is justified by the provision of an additional or higher-level service to the relevant Client, proportional to the level of inducements received, such as:
    - the provision of non-independent investment advice on and access to a wide range of suitable Financial Instruments including an appropriate number of Financial Instruments from third party product providers having no close links with the CIF-
    - the provision of non-independent investment advice combined with either: an offer to the Client, at least on an annual basis, to assess the continuing suitability of the financial instruments in which the Client has invested; or with another ongoing service that is likely to be of value to the Client such as advice about the suggested optimal asset allocation of the Client, or
    - the provision of access, at a competitive price, to a wide range of Financial Instruments that are likely to meet the needs of the Client, including an appropriate number of Financial Instruments from third party product providers having no close links with the CIF, together with either the provision of added-value tools, such as objective information tools helping the relevant Client to take investment decisions or enabling the relevant Client to monitor, model and adjust the range of Financial Instruments in which it has invested, or providing periodic reports of the performance and costs and charges associated with the Financial Instruments.
  - b) It does not directly benefit the recipient firm, its shareholders or employees without a tangible benefit to the relevant Client.
  - c) A Shareprofit can be deducted as agreed on the copy trading conditions set by the trader, offering services on the copy trading platform
- 6.12. The Client is solely responsible for all filings, tax returns and reports on any transactions which should be made to any relevant authority whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value-added taxes), arising out or in connection with any Transaction.

- 6.13. The Company reserves the right to amend, alter, modify, delete or add to any of these charges at any time and the Company's discretion. When these charges are modified, the Company will post such charges on the Website and/or otherwise notify the Client of such changes, each such notification of which shall be deemed as sufficient notice, and the Client has to consult and/or to check regularly the information posted on the website. Failure to object or exit the business relationship under the updated costs and charges will be consider as Client's consent to the updated terms. To the extent provided otherwise in this Agreement, all changes shall be effective.
- 6.14. If changes are to the advantage, or the grounds for such changes are due to external circumstances beyond our reasonable control, the Company is entitled to modify such commissions and charges with immediate effect. In such a case the Company shall inform the Client of the changes as soon as practically possible. Such circumstances may include, without limitation:
- a) Changes in the relationship of the Company's with its counterparties, which affect the Cost structure.
  - b) Changes in commissions and charges from exchanges, clearing houses, information providers or other third-party providers that are passed on by the Company to the Client.
  - c) Swaps are calculated based on the interbank market price.
- 6.15. If there is no trading activity on your Trading Account for a continuous period of at least six (6) months, the Company reserves the right, to charge a monthly inactivity fee on your Trading Account, in return for the provision of the continued availability of your Trading Account.
- 6.16. For the purposes of this clause, trading activity means executing at least one trade (opening or closing a position). Deposits, withdrawals, transfers between accounts or logins alone do not qualify as trading activity and do not reset the inactivity period.
- 6.17. You agree that you are liable to and will pay the applicable fee as notified to you from time to time and that we may deduct such fee from any funds held by us on your behalf. The exact fee schedule will be calculated according to the currency denomination of your Trading Account(s) and is set out as follows or as changed by the Company from time to time.
- 6.18. If an account remains inactive and subject to inactivity fees for six (6) consecutive months, the account will be classified as Dormant. Dormant accounts may be archived and treated as read-only, but clients will continue to have full access to account statements and to always withdraw any available funds. Additional dormant account charges apply beyond the inactivity fees already described.
- 6.19. If the Trading Account is inactive for 12 month or more, and after notifying the Client in its last known contact details, the Company reserves the right to close the Trading Account. The remaining balance in the closed account will subject to an account loss and will be deducted.
- 6.20. Changes in Market Conditions: Solantis has no obligation to contact the Client to advise upon appropriate action in light of changes in Market Conditions, including but not limited to, Market Disruptions, Liquidity costs, exchange fees or otherwise.
- 6.21. You acknowledge that Over the Counter Market in leveraged financial instruments is highly speculative and volatile and that, following execution of any transaction, you are solely responsible for making and maintaining contact with us and for monitoring open positions and ensuring that any further instructions are given on a timely basis. In the event of any failure to do so, we can give no assurance that it will be possible for us to contact you and do not accept liability for loss alleged to be suffered as a result of any failure by you to do so.
- 6.22. Irrespective of other provisions the Company is entitled to change with immediate effect, also in respect of already opened positions: a. the spreads, swaps, roll over fees or rollover dates published on the website; b. the value of the required margin, after having informed the Client in case where one of the event occurs or the Company considers that it is highly probable that in the nearest future one of the event will occur, such as:
- extraordinary volatility of the price of the underlying instrument or loss or significant decrease of liquidity of the underlying instrument's market or other extraordinary event on the underlying instrument's market or in case of a Force Majeure event occurs,
  - the terms of business with the Client have been changed due to immediate change of the costs of market infrastructure or costs and conditions imposed by the Company's liquidity providers, which are independent from the Company, such as in particular: securities' or underlying instruments' borrowing costs, execution costs on trading venues, custody fees, market access fees, taxes, stamp duties.
  - The margin or fees and other charges if it results in lowering the costs for the Client.
  - The terms of business between the Company and the Client for the purposes of introducing new products and functionalities.

- The terms of business between the Company and the Client if so required by the applicable regulations or decisions or guidelines of public authorities.

## 7. Conflict of Interest

- 7.1. Please read this section in conjunction with the Conflicts of Interest Policy, as updated from time to time. If there are any discrepancies between the policy and these Terms and Conditions, the policy shall prevail in its meaning and interpretation.
- 7.2. The Client acknowledges and accepts that he/she has read and fully understands the “Conflicts of Interest Policy” of the Company.
- 7.3. The Company is required by law to take all necessary precautions to avoid conflicts of interest between the Company and its Clients and when they cannot be avoided the Company shall ensure that the Clients are fairly treated, and their interests are protected at all times. The Company shall make all reasonable efforts to manage the conflict of interest.

## 8. Market Abuse, Manipulation and suspicious Activity

- 8.1. Solantis does not permit any form of manipulation of its prices, execution, and misusing platform, its IB System or making transactions based on errors, hacks or omissions or misquotes on the trading platforms.
- 8.2. By opening an account, you acknowledge that you are likely to be subject to various market abuse regulatory provisions. Accordingly, you acknowledge not to carry out any trading activity on the basis of inside information or carry out any transaction in order to create a distorted market or misleading impression in relation to the price of financial instruments or otherwise any activity falling under the definition of Market Abuse.
- 8.3. Solantis reserves the right to intervene in any transactions that are affected by price latency or price feed errors. This intervention may include the voiding of any transactions that are determined to be a result of these practices. Additionally, profits may be revoked, spreads may be widened, trading may be blocked, and any other necessary corrections or adjustments may be made to the account without prior notice.
- 8.4. It is important to note that these actions are taken to ensure fairness and integrity in the trading process for all clients and the company.
- 8.5. Solantis reserves the right to void profits, cancel and terminate the account of the client and just reimburse the deposited funds.
- 8.6. Should you execute transactions falling within the definition of Market Abuse or execute trading strategies without being genuinely interested in trading in the markets and/or taking market risk, with the objective of exploiting misquotation(s) or acting in bad faith, including acting in any other way to abuse and/or gain any unfair advantages when using our Online Trading Platform or Services, the Company shall consider this as Abusive Trading.
- 8.7. The Company reserves the right, without your authorization or prior notice, to proceed with any of the actions as listed further below in case it suspects or determines, at its sole discretion, that you are taking advantage, benefitting, attempting to take advantage or to benefit of misquotation(s) or that you are committing any Event of Default or Prohibited Action or Abusive Trading:
  - a) adjust the price spreads available to you.  
and/or
  - b) restrict your access to streaming, instantly tradable quotes, including providing manual quotation only.  
and/or
  - c) obtain from your Account any historic trading profits that you have gained through such improper or abusive trading as determined by us at any time during our trading relationship.  
and/or
  - d) reject an order or to cancel a trade.  
and/or
  - e) make any corrections or adjustments to your Account;  
and/or
  - f) immediately terminate our trading relationship.

**For the cases as mentioned, the Company has the right not to pay the amounts generated as a result of such transactions as explained therein, nor it should be liable for any damages incurred.**

## 9. Client Complaint Handling Policy

- 9.1. Please read this section in conjunction with the Complaint Handling Policy, as updated from time to time. If there are any discrepancies between the policy and these Terms and Conditions, the policy shall prevail in its meaning and interpretation.
- 9.2. In case the Client has a complaint related to any of the services provided by the Company, this complaint should be transmitted through the completion of the “Complaint Form” that can be found in the Complaints Handling Policy which can be found on the Company’s website. All Clients’ enquiry forms shall be addressed to the Client Support Department as soon as the issue arises. The Client shall have the right to contact the Compliance Department of the Company if the reply from the Client Support Department is deemed unsatisfactory.
- 9.3. If a situation arises which is not expressly covered by the Legal Documents, the Parties shall agree to try to resolve the matter based on the good faith and fairness and by taking the necessary action which is consistent with market practice.

## 10. Refusal to execute Orders or Transactions

- 10.1. The Client accepts that the Company reserves the right to refuse the provision of any investment and ancillary service, at any time, including but not limited to the execution of instructions for trading any type of financial instrument of the Company, without prior notice to the Client. The circumstances under which the Company shall proceed to the above actions are the following:
- a) If the Client has insufficient funds in his/her Client Account;
  - b) If the order affects the orderly function of the market;
  - c) If the order aims at manipulating the market of the underlying financial instrument;
  - d) If the order constitutes the exploitation of confidential information;
  - e) the order aims at exploiting a Corporate Action;
  - f) If the order affects the orderly operation of the trading platform;
  - g) If the order contributes to the legalization of proceeds from illegal actions (money laundering).
  - h) Internet connection or communications are disrupted;
  - i) In consequence of request of regulatory or supervisory authorities or a court order or anti-fraud or anti-money laundering authorities.
    - Where the legality or genuineness of the Order is under reasonable doubt.
    - A Force Majeure Event has occurred.
    - In an Event of Default of the Client, as stated below in of this Policy and Agreement;
    - The Company has sent a notice of Termination of the Agreement to the Client.
    - The Platform rejects the Order due to trading limits imposed.
    - Under abnormal market conditions;
    - The Client does not hold adequate funds in his Balance for the specific Order.
- 10.2. In case any Order either to Open or Close a position concerning any Financial Instrument, has been mistakenly accepted and/or executed by the Company, the Company will make every effort to maintain the Client’s original position. Any charges, losses or profits incurred from the actions above will be shared or covered by the us.

## 11. Trade Confirmations and Reporting

- 11.1 The Company shall provide the Client with adequate reporting on his Orders. For this reason, the Company will provide the Client with an online access to his Client Account via the Platform(s) used by the Client, which will provide him with sufficient information in order to comply with CySEC Rules and Applicable Regulations in regard to client reporting requirements.
- 11.2 The Company will promptly provide the Client, in a durable medium, with the essential information concerning the execution of his Order.
- 11.3 The Company will send a notice to the client in a durable medium as provided by Applicable Laws confirming execution of the Order as soon as possible and no later than the first business day following execution or, where the confirmation is received by the Company from a third party, no later than the first business day following receipt of the confirmation from the third party. Such notification will include the information provided in Applicable Regulations other than the following information which is common to all Orders:
- a) Company identification
  - b) Trading Date
  - c) Type of the Order
  - d) Instrument Identification



- e) Nature of the order, e.g. buy/sell
  - f) the quantity, the unit price and the total consideration
  - g) the total sum of commissions and expenses
- 11.4. Furthermore, the Company shall supply the Client, on request, with information about the status of his Order.
- 11.5. If the Client has a reason to believe that a report / trade confirmation is wrong or if the Client does not receive a report / trade confirmation when he should, the Client shall contact the Company within ten (10) Business Days from the date report / trade confirmation of the Order was sent or ought to have been sent. If the Client expresses no objections during this period, the content is considered as approved by him and shall be deemed conclusive.
- 11.6. The Company will, depending on the Transaction and on whether it should be reported under Applicable Laws, report the Transactions to the competent authority as provided by Applicable Laws as quickly as possible and no later than the close of the following Business Day.
- 11.7. The Company will publish annually the information required in regard to Execution Venues as required by Applicable Laws in a machine-readable electronic format, available for downloading by the Client.

## **11. Handling of Clients Funds**

- 11.1. The Clients, unless otherwise indicated, shall deposit his/her money in one or more account held with a financial institution. This means that all Client Money is treated as belonging to the Company.
- 11.2. Clients are informed that funds placed with a qualifying money market institution will not be held in accordance with the requirements for safeguarding client funds set out in different applicable Regulations. In this respect, the Company have the Client's explicit consent to the placement of his funds with this terms of use.
- 11.3. Irrespective of any other provision to the contrary, in which case, the provisions of this clause shall prevail, by accepting these terms and conditions, the Client hereby acknowledges and unequivocally accepts, consents, and authorizes the Company to place Client funds in a credit / financial institution within or outside the European Economic Area, for such fixed term as the Company sees fit and appropriate in its absolute discretion. The Company hereby covenants and warrants to the Client that, upon request, Client funds will be made available and accessible to the Client without undue delay if its in the power of the company. Nothing in this clause shall be deemed or construed as offering or providing the Client any rights to any accrued interest generated from Client funds or any deposits held by the Company at any given time and the Client hereby irrevocably waives any such claims or interests.
- 11.4. The Company shall keep separate accounting records of the Clients' and its own funds and shall be able to promptly distinguish funds held for different Clients of the Company.
- 11.5. The Client accepts to clearly denote all the required information on any payment document (funds deposit/withdrawal/transfer) to comply with the international regulations against fraud and money laundering.
- 11.6. The Client shall ensure that no payment is made by a third party on their behalf. The funds deposited in a Client's account must come from a source in the name of the Client himself. Same for withdraws.
- 11.7. Its forbidden to share access to your accounts or give control to the accounts to other persons then you.
- 11.8. Any amount of funds transferred by the Client from his/her bank account will be deposited to his/her client account as the value date of the payment receipt and the amount. Charges can occur and will be deducted.
- 11.9. The Company shall reserve the right to refuse a transfer of funds on behalf of the Client in the following cases:
- If the Company has reasonable suspicion that the person transferring the fund is not duly authorized;
  - If the funds are not directly transferred from the Client and a third party is involved;
  - If the transfer is in violation of the AML or CTF international law and regulation.
- 11.10. If any of the above cases, the Company shall return any remaining balance to the sender with the same method that they were received, and the Client will be charged with the relevant fees of the bank or payment transmitter. The Client accepts and acknowledges that the Company is in no way liable to any third party, for any funds deposited by such third party in the Client's account.
- 11.11. The Client shall be personally liable to the maximum permissible extent to the law to the third party and the Company.
- 11.12. And the Client shall defend, indemnify and hold harmless the Company against any claims by any third-party that deposited in their trading account(s), including their representatives, heirs, executors and/or assignees.
- 11.13. The Client shall be entitled to withdraw from his/her Client Account any funds that are not used to cover margins and other obligations.
- 11.14. The Client authorizes the Company, by accepting the Client Agreement and the Legal Documents, to perform deposits and withdrawals from the Client's bank account on the Client's behalf and any other transactions for the payment of all amounts due by the Client.

- 11.15. The Client shall make sure that he/she has read, understood and accepts the following policies, Cost and Charges and Fee Policy.
- 11.16. The Company shall have a general lien on all funds held by the Company on the Client's behalf until the satisfaction of the Client's obligations.
- 11.17. Although the Company exercises all due skill, care and diligence in the selection, appointment and periodic review of the above institutions and makes such general enquiries from readily available sources about the reliability of these institutions, the Company cannot guarantee their financial standing of its.
- 11.18. It is understood that the Company may keep merchant accounts in its name with payment service providers used to settle payment transactions of its Clients. However, it is noted that such merchant accounts are not used for safekeeping of Client money, but only to effect settlements of payment transactions. It is further understood that such payment service providers normally keep a percentage of the deposit (as a rolling reserve) for several months. This will not affect the balance of the Client's Trading Account, but can lead to a waiting time of the client to completely withdraw his funds.
- 11.19. Upon entering into the Agreement, the Client authorizes the Company to credit or debit the Client's Trading Account with profits or losses from trading and other relevant Company charges under the Agreement and make the relevant reconciliations, deposits and withdrawals from the omnibus account on his behalf.
- 11.20. Client money may be held on the Client's behalf with counterparty within or outside Saint Lucia. The legal and regulatory regime applying to any such counterparty outside Saint Lucia will be different and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in an account in other jurisdictions such as the clients. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account.
- 11.21. The Client may notify the Company in writing in case he does not wish his money to be held with a counterparty certain counterparty.

## 12. Personal Data And Confidentiality

- 12.1. Please read this section in conjunction with the Privacy/GDPR Policy, as updated from time to time. If there are any discrepancies between the policy and these Terms and Conditions, the policy shall prevail in its meaning and interpretation.
- 12.2. By entering into this Agreement, the Client shall provide the Company consent to store and process the data he/she provided during the registration process for the opening of his/her account and/or throughout the business relationship. This includes any data which may be considered sensitive. The Client has the right to withdraw his/her consent at any time by notifying the Company in writing. However, as the Company may not be able to provide the Client with services should the Client choose to do so, the Company reserves the right to refuse to enter into or terminate the Agreement. The Client shall understand that the Company is required to keep all records of his/her data and dealings with the Client for seven (7) years post termination of the business relationship between the Company and the Client.
- 12.3. The Company will not disclose and/or share any of the Client's information to third parties without the Client's prior consent, except in the event the Company is required to do so under Applicable Law, by Court, and/or enable the Company to provide the Client with its services as well as to improve these from time to time. The latter includes, but it is not limited to members of the Solantis marketing companies, business partners, IB Masters or MLM Owners, IT service providers and other financial institutions such as payment services providers and banks. Where the Company discloses and/or share any of the Client's information as per this clause, the Company will take all reasonable steps to do so in a secured manner.
- 12.4. The Company will take all reasonable steps to keep the Client's personal data safe, nonetheless, transmission of information via the internet and/or other networks is not always completely secure. The Company will not be liable for any transmission of data from the Client to the Company.
- 12.5. Under certain circumstances, you have the right in relation to your personal data:
  - a) Request access to your personal data commonly known as a "data subject access request". This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
  - b) Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the

accuracy of the new data you provide to us.

- c) Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

12.6. Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

12.7. You can request restriction of processing of your personal data.

This enables you to ask us to suspend the processing of your personal data in the following scenarios:

- a) If you want us to establish the data's accuracy.
- b) Where our use of the data is unlawful but you do not want us to erase it
- c) Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims, or
- d) You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

12.8. Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

12.9. Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you.

We will advise you if this is the case at the time you withdraw your consent.

12.10. You must read and acknowledge the Privacy Policy of the Company available online.

### 13. Third Party Authorization

13.1. The Client has the right to authorize a third person to place instructions and/or orders to the Company or to handle any other matters related to the Client Account, provided that the Client notifies the Company in writing in the event of exercising such a right and this person is approved by the Company and fulfils all of the Company specifications. The activities of such a third party, who is granted an authorization shall be regularly monitored by the Client. The Company shall not be liable for any damages caused by any instructions issued by an authorized person to the Company.

13.2. Unless the Company receives a written notification from the Client for the termination of the authorization of the person, the Company will continue accepting instructions and/or orders and/ or other instructions relating to the Client Account given by this person on the Client's behalf and the Client will recognize such orders as valid.

13.3. The written notification for the termination of the third-party authorization has to be received by the Company with at least 5 days' notice prior the termination of the authorization date.

13.4. The Company has the right (but NOT an obligation to the Client) to refuse orders and/ or other instructions relating to the Client Account from the third party in any of the following cases:

- a) If the Company reasonably suspects that the third person is not legally allowed or properly authorized to act as such.
- b) An Event of Default as this is defined in the Client Agreement occurred.
- c) In order for the Company to ensure compliance with the relevant market rules and or practices, Applicable Regulations or other applicable laws.

And

- d) In order to protect the interest of the Client.

## 14. Communications and written Notices

- 14.1. Any notice, instruction, request or other communication to be given to the Company by the Client under the Legal Documents, unless otherwise specified in this Agreement, shall be sent to the Company's address by email shall be deemed given only when actually received by the Company by Ticket over the website or email or at: Email: [compliance@solantis.pro](mailto:compliance@solantis.pro)
- 14.2. Each Party should promptly notify the other Party of any changes to its contact information stated in previous paragraph by sending the appropriate written notice.
- 14.3. Each Party hereby recognize that the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost or destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Each Party agrees to use commercially reasonable procedures to check for the most commonly known viruses before sending information electronically and to take responsibility for ensuring that an electronic communication is not misaddressed. Accordingly, each Party confirms that it accepts the risks of electronic communication and will be responsible for protecting its own interests in relation to electronic communications. Subject to the foregoing, no Party shall have any liability to any other Party on any basis, whether in contract, tort (including negligence), or otherwise, in respect of any error, damage, loss or omission arising from or in connection with the electronic communication of information between the Parties or any third party on the other Party's behalf. The Client hereby further confirms that he has regular access to the internet which enables Solantis to post important information that is not specifically addressed to the Client on its website and communicate with the Client via email.
- 14.4. The Client can request from the Company to receive information on paper or through another durable medium by informing the Company through the appropriate communication channels.

## 15. Termination of the Agreement

- 15.1. The Client may terminate the Agreement at any time and for whatever reason by providing us with a seven (7) days' written notice via email using his/her registered email address, if there are no open positions on his/her Account, not are there any outstanding obligations to the Company.
- 15.2. The Company may terminate the Agreement at any time and for whatever reason by providing the Client with a minimum of seven (7) days' notice, except in the event of any of the provisions set out in the clause below occurring. Where the Company decides to terminate the Agreement, the Company will specify the termination date and the Company will proceed with closing any open positions on the Client's account, as the Company sees fit.
- 15.3. The Company shall terminate the Agreement with immediate effect, notwithstanding any other action, in the event of:
  - a) A breach of any part of the Agreement by the Client;
  - b) Where the Company has reasonable grounds to believe that the Client has not acted in good faith, including but not limited to where the Company determines that the Client has, willingly or not, abused the Company's "Negative Balance Protection" policy. This includes, but it is not limited to the Client hedging his/her exposure using multiple trading Accounts, whether under the Client's same profile or in connection with another Client.
  - c) An issuance of an application, order, resolution or other announcement in relation bankruptcy or winding-up procedures involving the Client.
  - d) The Client's death or incapacity (please note that in the event of death, any funds available in the Client's Account shall form part of the Client's estate.
  - e) A breach of any applicable law by the Client, including but not limited to any applicable anti-money laundering laws and regulations.
  - f) The Client acted contrary to the Company's "Best Interest and Order Execution Policy" or any other of the Company's policies or procedures.
  - g) We may at our sole discretion decide to close your account, whether or not you are in breach of this Agreement, should we deem that appropriate.
  - h) Any Event of Default;
  - i) A Client refusing to supply additional documentation or attend any phone/videocall with the Company that may be reasonably required in the course of the provision of the services, including any third party acting or purporting to act on behalf of a Client.
  - j) The Client violates any law or regulation to which he is subject and related to the Services, including but

not limited to, laws and regulations relating to exchange control and registration requirements;

- k) The Client involves the Company directly or indirectly in any type of fraud;
  - l) The Client is not acting in good faith and the Company has grounds to believe that the Client's trading activity affects in any way the reliability and/or operation of the Company.
  - m) An unauthorized person is trading on behalf of the Client.
- 15.4. Termination of the Agreement shall not imply that any of the Client's responsibilities cease to exist. The Client will still be liable to pay the Company, and/or the Company will have the right to immediately deduct from the Client's Account:
- a) Any amount due to the Company;
  - b) Any expenses incurred by the Company as a result of the termination of this Agreement;
  - c) Any damage arisen after an arrangement or settlement.
- 15.5. Upon termination of this Agreement, the Company will transfer any amount available in the Client's account to the Client, net of any outstanding amount that is due to the Company, except where the Company is prohibited to do so by law.
- 15.6. Once notice of termination of this Agreement is sent and before the termination date:
- a) The Client will have an obligation to close all his Open Positions. If he fails to do so, upon termination, the Company close any Open Positions.
  - b) The Company will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s).
  - c) The Company will be entitled to refuse to accept new Orders from the Client.
  - d) The Company will be entitled to refuse to the Client to withdraw money from the Client's Trading Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.
- 15.7. The Company has the right to combine all or any Trading Accounts opened in the Client name and consolidate the Balances in such accounts and to set-off such Balances in the event of termination of the Agreement.
- 15.8. In case of the death of the Client or loss of legal capacity, the Agreement expires and the Company is entitled to perform actions described in before and after, Client's funds shall be delivered by the Company in accordance to the instructions provided by Client's legal successors or guardians.
- 15.9. The Company has the right to:
- a) Close all Client's Trading Account(s).
  - b) Convert any currency.
  - c) Close the Client's Open Positions.
  - d) Cease to grant the Client access to the Platform, including trading, depositing and opening new positions.
  - e) In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favor, the Company will pay such Balance to the Client as soon as possible and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any nominee and/or any custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's instructions to the Company. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.

## 16. Anti Money Laundry Provisions

- 16.1. The Company is legally obliged to take all necessary actions to the prevention and suppression of money laundering activities. The Client shall understand from the above that the Company shall request and obtain certain verification documents from the Client to be legally compliant.
- 16.2. In the case where the Client fails to provide the Company with the necessary information in regard to the above, the Company reserves the right not to execute orders on behalf of the Client. Any delays that might arise in regard to the verification documents of the Client are not the Company's responsibility.

## 17. Instructions and Orders

- 17.1. The Company will accept instructions transmitted via durable means approved by the Company, including but not limited to Solantis, the e-mail address with which the Client Account was activated and under certain circumstances, as determined within reason by the Company.
- 17.2. Identity and of the clarity of the instructions. The Company will only accept orders transmitted via the software. If, for any reason, the Client is unable to access the software in order to transmit orders for the



purposes of trading CFDs the Client may transmit orders by contacting the support by ticket in which case the Client needs to be satisfied of the Client's identity. Orders can be executed with massive delay.

- 17.3. It should be noted that the Company reserves the right to reject such verbal orders when the operator of the Dealing Department is not satisfied with the Client's identity or clarify of the orders. The Client accepts that at times of excessive transaction flow there might be delay in connecting especially when there are important market announcements.
- 17.4. The Client may choose to communicate with the Company for support and any instructions, other than orders, in any of the languages available on the Company's website during business hours, communication after business hours that requires immediate action on the Company's behalf will only be accepted in the Company's official language.
- 17.5. Where information has not been transmitted to the Company via approved means, or where the Client has misinterpreted any instruction and/or information, it is the Client's responsibility to make the necessary amendments and the Company will bear no responsibility for any loss, be it financial or of opportunity in connection to said instruction.
- 17.6. The Company bears no responsibility for any loss that arises as a result of delayed or unreceived communication sent by the Company to him/her.
- 17.7. The Client shall understand that time is important when trading on leveraged products, therefore he/she is responsible for ensuring that any communication in relation to his/her dealings with the Company is sent to the Company on time.
- 17.8. The Client shall accept that the Company reserves the right to accept, either in part or in full, or reject any instructions from the Client and the Company may, at the Company's sole discretion execute an instruction received from the Client without any further enquiry, unless the Company deems it necessary.
- 17.9. The Company, at its own discretion shall confirm any instructions received from the Client via ticket. However, the Client shall understand that the Client should not communicate with any of the Company's employees, contractors or otherwise via any means or any other equipment, which are not our equipment. For example, the Client should not communicate with any of the Company's employees on his/her mobile phone or on any other personal account.
- 17.10. Where the Client has appointed an Authorized Representative to deal with the Company on his/her behalf, and the Client wishes to cancel his/her appointment the Client must notify the Company in writing with two (2) days' notice. Until the Company receives the said notice, any instructions the Company may receive from the authorized Representative shall be deemed valid, and shall fully commit the Client.
- 17.11. Essential information concerning the execution of any order (among other information), can at all times, be obtained through the software, trading platforms and/or Solantis where the Client is able to download reports which document, as well as review the current and historic state of his/her trades and account. The Client shall understand and agree that such reports are deemed to be reports provided by the Company to the Client in a durable medium. The Company might not provide the Client with statements of account in relation to the financial instruments traded through his/her account or the availability of his/her funds or any other detail in any other form other than what is stated above.
- 17.12. Except where the software permits, all orders to trade on the financial instruments the Company offers are final and cannot be cancelled or deleted, unless the Company expressly agrees to such cancellation or deletion and/or unless otherwise provided in any of the Company's legal documentation.

## 18. Force Majeure

- 18.1. In the event of a force majeure situation, the Company will make all reasonable efforts to mitigate disruptions to its services. Additionally, the Company will continue to act in the best interest of clients, even in these extraordinary circumstances, and will promptly communicate with clients about any changes to the services or potential risks during force majeure events.
- 18.2. The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case Solantis will, in due course, take reasonable steps to inform the Client.

### A Force Majeure Event includes without limitation:

- a) Any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs) which, in Company's reasonable opinion, prevents Company from maintaining an orderly market in one or more of the Instruments.

- b) The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event, or
  - c) Abnormal Market Conditions
  - d) Any breakdown or failure of transmission, communication or computer facilities (including the Electronic Trading Service), interruption of power supply, or electronic or communications equipment failure beyond our control, and
  - e) Failure of any our relevant supplier, intermediate broker, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.
- 18.3. If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Operative Agreements) the Company may without prior Written Notice and at any time take any of the following steps:
- a) Increase margin requirements;
  - b) Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate,
  - c) Suspend or freeze or modify the application of any or all terms of the Operative Agreements to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them, or
  - d) Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other Clients.
- In any event, the Company will uphold the Clients' best interests.

## 19. Manifest Error

### In case of a Manifest Error, the Company has the right:

- 19.1. Without your consent, terminate a Transaction or Open Position from the outset or at any time amend the terms of any Transaction containing or based on any error that we reasonably believe to be a Manifest Error.
- 19.2. If, in our discretion, we choose to amend the terms of any such Transaction or Open Position due to a Manifest Error, the amended terms will be such level as we reasonably believe would have been fair at the time the Transaction was entered into had the Manifest Error not occurred.
- 19.3. In deciding whether an error is a Manifest Error we will act reasonably, and we may (but are not obliged to) take into account any relevant factors including, without limitation, the state of the Underlying Market at the time of the Manifest Error or any error in, or lack of clarity of, any information source or pronouncement upon which we base our quoted prices. Any financial commitment that you have entered or refrained from entering into in reliance on a transaction with us will not be taken into account in deciding whether or not there has been a Manifest Error.
- 19.4. In the absence of fraud, willful default or negligence, we will not be liable to you for any Loss, cost, claim, demand or expense following a determination of a Manifest Error (including where the Manifest Error is made by any information source, commentator or official on whom we reasonably rely) or any action (or omission) taken (or omitted) by us as a result.
- 19.5. If a Manifest Error has occurred and we choose to exercise any of our rights under this clause or any other provision in this Agreement, and if you have received any monies from us in connection with the Manifest Error, you agree that those monies are due and payable to us on our written demand and you agree to return an equal sum of those monies to us within the period stated in our written demand.
- 19.6. If a Transaction or Open Position is based on a Manifest Error, we may (in addition to our other rights) without your consent do any or all of the following:
  - a) amend the terms of a Transaction to reflect what we consider to have been the fair terms at the time the Transaction had been entered into had there been no Manifest Error.
  - b) Close Out the Transaction and any Open Positions resulting from it.
  - c) Adjust or suspend your Account.
  - d) Treat the Transaction as void from its inception.
  - e) Refrain from taking action to amend or void the Transaction; or any other action that we believe is appropriate in the circumstances.
- 19.7. We will exercise our rights under this clause reasonably, in good faith and as soon as reasonably practical after we become aware of the Manifest Error.

- 19.8. To the extent reasonably practicable, we will give you prior notice of any action we take under this clause, but if it is not reasonably practicable, we will give you notice as soon as reasonably practicable afterwards.
- 19.9. In the absence of fraud or gross negligence on our part, to the extent permitted by law we are not liable to you for any Loss, cost, claim, demand or expense that you incur or suffer (including loss of profits or indirect or consequential losses), arising from or connected with the Manifest Error including if the Manifest Error arises from an information service on which we rely.

## 20. Action Following an Event of Default

- 20.1. If an Event of Default occurs, we may in addition to any other rights which the Company may have against the Client (including rights arising in other parts of this Agreement), without giving prior notice to the Client, take any action, or refrain from taking action, which the Company considers reasonable in the circumstances in connection with Transactions entered into pursuant to this Agreement and, without limitation,  
**the Company may do any one or more of the following:**
- a) Suspend or terminate trading account or profile as we consider appropriate in the circumstances.
  - b) Close Out or partially Close Out all or any of Client's Transactions at a Closing Level based on the then prevailing quotations or prices in the relevant markets or, if none, at such levels as we consider.
  - c) Close Out any Open Positions.
  - d) Prohibit or restrict your access to Client's Account.
  - e) Reverse or void any of Client's Transactions.
  - f) Make any necessary adjustments, modifications or changes to Client's Account (that we consider appropriate in the circumstances).
  - g) Apply any money that you have deposited into a CMTA and to which Client is entitled, by way of set-off or withdrawal and payment to us any amount you owe us.
  - h) Immediately, or at a later time, terminate this Agreement, one or more Accounts, one or more Transactions or any combination of these.
  - i) Calculate any or all amounts owing by you to the Company and declare such amount immediately due and payable.
  - j) Vary Client's Margin Cover requirements.
  - k) Convert any currency balances in Client's Account into another currency.
  - l) Exercise rights of set-off under this Agreement.
  - m) Exercise any other rights conferred by Applicable Law or this Agreement.
  - n) Adjust, reverse, deduct or withhold from any trading account held by the Client, or cancel any profits generated from trades or positions affected by Corporate Actions or trades that are deemed abusive or the result of a prohibited action at any given time, including retrospectively, without the Client's prior approval or notification.
- 20.2. Client acknowledges and agrees that, in Closing Out Transactions under this clause 27, we may partly and progressively Close Out Client's positions over a period of time, and in amounts and prices, which we determine in our discretion. This may result that your Transaction is Closed Out in tranches at different prices resulting in an aggregate closing level for Client's Transaction that results in further losses being incurred on Client's Account. Client acknowledges and agrees that the Company will not have any liability to the Client as a result of any such Closing Out of Transactions.
- 20.3. The Client acknowledges the right to terminate this Agreement if Solantis materially breaches its terms. You agree that it is reasonable not to have specific rights following an Event of Default or certain defaults to prevent the automatic termination of all transactions for all clients, which could lead to irrevocable losses for some or all clients, potentially increasing the extent of those losses.

## 21. Electronic Trading

- 21.1. Upon commencement of the Client Agreement, the Client shall download and install the Company's trading platform software, which is available on the website of the Company, and receive the access codes which will enable the Client to log in and enter into transactions with the Company.
- 21.2. The Client is responsible for any instructions/transactions received/entered through the trading platform, either from the Client directly or through an authorized representative.
- 21.3. The Client acknowledges that the Company has the right to restrict, modify or even terminate the access of

the Client to the trading platform if it's deemed necessary. This measure is in force to ensure the unobstructed function of the electronic systems for trading and protection of the interest of both Clients and the Company.

- 21.4. The Client's access codes, transaction activities and all other related information must remain confidential at all times and the Company does not bear any responsibility of any financial loss that might arise should the Client disclose his/her access codes to an unauthorized third party.
- 21.5. The Client shall inform the Company immediately in the case where his/her access codes have been used by another party without his/her consent.
- 21.6. In cases where there is a disruption in the electronic trading and the Client is not able to access the trading platform (internet, electricity or platform caused delay) to enter into any type of transaction, he/she must contact the Company either through telephone or email and place a verbal instruction. The Client understands that if the instructions are not clear or his/her identity cannot be verified the Company reserves the right to decline the verbal instruction at hand. In addition, the Client must acknowledge that in circumstances of large transaction flow (important market news announcement) there might be some delay.
- 21.7. The Company shall be responsible to maintain and update its electronic systems at all times and therefore the Client must accept the need for periodic maintenance to ensure the effective operation of the trading platform and that the Company does not bear any responsibility for any loss incurred during maintenance.
- 21.8. The Company shall not be accountable for any loss or damages that might incur to the equipment or software due to viruses, malfunctions or defects of its electronic systems.

## 22. Liability and Indemnity

- 22.1. In the case where the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its website or provide to subscribers via its website or otherwise) the Company shall not be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given. The client is always in duty to double check information received on its own responsibility.
- 22.2. Subject to the right of the Company to void or close any transaction in the specific circumstances set out the Agreement, any transaction following such inaccuracy or mistakes shall nonetheless remain valid and binding in all respects on both the Company and the Client.
- 22.3. The Company shall not be held liable for any loss or damage or expense by the Client in relation to, or directly or indirectly arising from but not limited to:
  - a) Any error or failure in the operation of the Company online trading system.
  - b) Any delay caused by the Client terminal.
  - c) Transactions made via the Client terminal.
  - d) Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control.
  - e) The acts, omissions or negligence of any third party.
  - f) Any pension obtaining the Client's access codes that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his access codes.
  - g) All orders given through and under the Client's access codes.
  - h) Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and access codes when the above are transmitted between the parties or any other party, using the internet or other network communication services.
  - i) A delay transmitting any order for execution.
  - j) Currency risk.
  - k) Slippage.
  - l) Any other risks relating to CFDs trading materialization.
  - m) Any changes in the rates of tax.
  - n) The Client relying in stop loss or stop limit order.
- 22.4. If the Company incurs any claims, damage, liability, costs or expense, which may arise in relation to the execution or as a result of the execution of this Agreement and/or in relation to the provision of the services and/or in relation to any order it is understood that the Company bears no responsibility whatsoever and it's the Client's responsibility to indemnify the Company.

- 22.5. The Company shall in no circumstances be liable to the Client for any significant or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Client Agreement.
- 22.6. The Company shall not be liable for any loss or expense incurred by the Client in connection with, or directly or indirectly arising from the acts, omissions or negligence of any third-party software including, but not limited to, expert advisors, signal providers, social trading platforms, and virtual private network.

## 23. Waiver of Class and Collective Actions

### **Important Notice – please read carefully:**

This section contains important legal terms that may affect your legal rights and the way in which those rights may be exercised. It includes a waiver of your right to participate in class or collective actions and may require that any disputes be resolved individually and not through group proceedings.

### **Class Action Waiver Clause:**

To the maximum extent permitted by applicable law, you and the Company agree that any dispute, claim, or controversy arising out of or in connection with these Terms and Conditions, your trading account, or any services provided by the Company shall be resolved solely on an individual basis

### **You expressly waive any right to:**

- > Initiate or participate in any class, collective, representative, or mass action.
- > Act as a private attorney general.
- > Consolidate claims with those of any other individual or entity, whether through court proceedings, or otherwise in any legal way.

Unless otherwise agreed in writing by both you and the Company, no arbitration, litigation, or other proceedings will be joined or consolidated with any other matter involving any other customer or third party.

**This waiver applies to all forms of dispute resolution, whether adjudicated by a court, arbitration body, or any other tribunal, and includes but is not limited to disputes based on contract, statute, regulation, tort, or equity.**

## 24. FAQs

Questions regarding these Terms and Conditions should be addressed to the Support via Ticket.

## 25. Governing Law and Jurisdiction

The Terms and Conditions shall be governed by the laws of Saint Lucia. Any proceedings and their settlement involving Solantis, and the Client shall take place in the competent Courts of Saint Lucia.