



# Client Agreement

Last Updated: March 2025

## **CLIENT AGREEMENT**

### **YWO (CM) Ltd ("YWO")**

Please take sufficient time to read this Client Agreement as well as any other additional documentation and information available to you via our website prior to opening an account and/or carrying out any activity with us. You should contact us for any further clarification, or seek independent professional advice, if necessary.

**YWO (CM) Ltd ("YWO")** does not issue advice, recommendations or opinions in relation to acquiring, holding or disposing of any financial product. **YWO (CM) Ltd ("YWO")**, is not a financial, legal, tax or regulatory adviser.

***Risk Warning: Contracts for difference ('CFDs') is a complex financial product, with speculative character, the trading of which involves significant risks of loss of capital. Trading CFDs, which are marginal products, may result in the loss of your entire balance. Remember that leverage in CFDs can magnify your profits as well as your losses. You should not deposit more than you are prepared to lose. You should ensure you fully understand the risks involved before entering into an agreement and start using the Trading Platform.***

#### **INTRODUCTION:**

The Agreement is entered by and between **YWO (CM) Ltd ("YWO")** (hereinafter called the "**Company**", or "**we**" or "**us**") on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a Client ("**Client**" or "**you**" or "**your**") on the other part.

**YWO (CM) Ltd ("YWO")**, a company incorporated under the laws of the Autonomous Island of Mwali (MOHELI) under company number **HT00225012**. The Company is regulated and authorized by Mwali International Services Authority holding an International Brokerage and Clearing House License with license number **BFX2025026**.

#### **1. SCOPE.**

By signing up to use an account through [www.YWO.com](http://www.YWO.com), or any of our associated websites, application programming interfaces ("**APIs**"), or mobile applications (collectively the "**Site**"), you agree that you have read, understood, and accept all of the terms and conditions contained in these Terms, as well as our AML Policy, Privacy Policy, Cookies Policy, General Fees and any other document referenced herein, which form an integral part of these Terms.

Depending on your jurisdiction and its laws, you may not have access to some or all of the Services. YWO retains the sole right to determine its operational markets and jurisdictions and may restrict or deny access to its Services in specific countries or regions. The Services available to you will be accessible through your account.

You are solely responsible for understanding and complying with the laws in your jurisdiction, as well as any other applicable laws or regulations, including those of the jurisdiction from which you access the Site and/or Services. If using the Site and/or Services is prohibited in your country (whether due to your citizenship, residency, or tax residency status), you must refrain from accessing or using them. Non-compliance with local laws may lead to the termination of your account and forfeiture of any associated assets.

YWO (CM) Ltd, incorporated under the laws of Fomboni, Island of Moheli, Union of the Comoros, with incorporation number HT00225012, and having its registered office at P.B. 1257, Bonovo Road, Fomboni, Comoros (KM), operates under the brand name YWO. The company holds an International Brokerage and Clearing House License (License No. BFX2025026).

YWO reserves the right to modify, update, amend, or remove these Terms, as well as any policies or rules governing the Site and/or Services, at its sole discretion and at any time. This includes imposing or changing transaction fees on the Platform, which may apply to transactions facilitated by YWO or third parties. Any updates to these Terms will be communicated through the Site or other means, such as email or account notifications.

Additionally, YWO may, at its sole discretion and without liability, modify, suspend, discontinue, or terminate (temporarily or permanently) access to the Site, the Services, specific features, or related information. Such actions may be taken with or without prior notice and for any reason, and you acknowledge that YWO will not be held liable for these decisions.

**BY ACCESSING, USING, OR ATTEMPTING TO USE THE SERVICES IN ANY CAPACITY, YOU CONFIRM THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU MUST NOT ACCESS OR USE THE SERVICES.**

## 2. INTERPRETATION AND DEFINITION

**“Account”** means an account registered with us via the Site for use of the Services.

**“Abusive Trading”** shall mean the following actions, but not limited to, pip-hunting, scalping, arbitrage, manipulations, a combination of faster/slower feeds, violation of the Client's obligations.

**“Account Credentials”** shall mean a unique username and password used by you to access and use the Trading Platform.

**“Affiliate”** shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and “control” means the power to direct or the presence of ground to manage the affairs of the Company or entity.

**“Authorized Person”** shall mean you or any of your officers, partners, principals or employees.

**“Applicable Regulations”** shall mean any rules of a relevant regulatory authority having powers over the Company and any laws which are applicable on the Company.

**“AML”** means anti-money laundering and terrorism financing;

**“Base Currency”** shall mean in an FX Contract the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

**“Buy”** shall mean a Transaction in FX and CFD that is opened by offering to buy a specific number of a certain Underlying Asset and may also in our dealings with you in FX and CFDs, be referred to as a "long" or "Long Position".

**“Customer”, “you”, “your”** means the customer using the Services or the Site;

**“Contract for Difference or CFD”** shall mean the Financial Instrument which is a contract between the parties (typically described as **“buyer”** and **“seller”**), stipulating that the seller will pay to the buyer the difference between the current value of an Underlying Asset and its value at a future time; if the difference is negative, then the buyer pays instead to the seller.

**“Commissions”** means the fees charged by the Company for executing a trade or providing brokerage services, which may be a fixed amount or a percentage of the transaction value.

**“Custody account”** shall mean an account in the books of the Company in which the Company records Securities held in safe custody on behalf of the Client.

**“Custody Assets”** shall mean assets held in the Custody Account on behalf of the Client, which are arranged to be held in safe custody.

**“Difference”** shall mean in an FX and CFD the difference in price upon the opening of a Transaction and the closing of such Transaction.

**“Effective Date”** shall mean the date upon which you download or obtain a copy of the Trading Platform, by any means whatsoever.

**“Expiry Date”** shall mean the date set specified on the Trading Platform with respect to certain Underlying Assets upon which any open Transaction for such Underlying Asset shall expire automatically.

**“Financial Data”** shall mean any financial and market data, price quotes, news, analyst opinions, research reports, signals, graphs or any other data or information whatsoever available through the Trading Platform.

**“Financial Institution”** shall mean banks, financial institutions, brokers or other trading organizations.

**“Financial Instrument”** shall mean the Financial Instruments of CFDs.

**“Force Majeure Events”** means any event beyond our reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond our reasonable control (each, a **“Force Majeure Event”**);

**“Initial Margin”** shall mean the minimum amount of money required in your Trading Account in order to open a Transaction, as specified on the Trading Platform from time to time for each specific Underlying Asset.

**“Intellectual Property Rights”** shall mean patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all other rights or forms of protection having equivalent or similar effect anywhere in the world.

**“Mark-ups”** means an additional charge added to the original market price of a financial instrument by the Company, increasing the cost to the client.

**“Person”** includes an individual, association, partnership, corporation, other body corporate, trust, and any form of legal organization or entity;

**“Prohibited Jurisdictions”** means any country: (i) which is subject to international sanctions; or (ii) where Virtual Currency or blockchain technology are prohibited, or the Platform does not meet the legal requirements of the country; (iii) not included in the list of the Supported Countries. A Prohibited jurisdiction will include the specific country and all of its states, territories in or under the laws of the country;

**“Prohibited Use”** means any use of the Platform or Services in any way connected with, related to or constituting (i) unlawful activity, i.e. violation of any law, statute, ordinance, or

regulation; (ii) abusive activity, i.e. actions that impose an unreasonable or disproportionately large load on YWO infrastructure, e.g. facilitate viruses or other computer programming routines that attempt to or may in any way damage or disrupt our Services, use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data; (iii) abuse of other users, i.e. acting in a defamatory, trade libellous, threatening or harassing manner that can result in an infringement of another user's legal rights; (iv) fraud involving YWO, our users or any other third party; (v) abuse of YWO support, compliance and other employees with whom you may come into contact, i.e. acting in a defamatory, threatening or harassing manner, as well as bribery of and abuse of personal relationship with our employees; (vi) intellectual property infringement, i.e. violation of any copyright, trademark, right of publicity or privacy or any other proprietary right under the law;

**“Prohibited Activity”** means activities conducted by any Person relating to (i) counterfeit or unauthorized goods; counterfeit or unauthorized goods; (ii) regulated products and services; (iii) adult content and services; (iv) drugs and drug paraphernalia, including pseudo-pharmaceuticals and substances designed to mimic illegal drugs; (v) shell banks and shell companies; (vi) companies and institutions operating without a mandatory license; (vii) multi-level marketing; (viii) unfair, predatory or deceptive practices; (ix) other prohibited activities as defined by YWO, including but not limited to facilitating transactions to/from darknet markets.

**“Pip (Percentage in Point)”** means the smallest standard price movement in a currency pair. It typically represents the fourth decimal place (0.0001) for most currency pairs, except for some pairs like the Japanese Yen (JPY), where it is the second decimal place (0.01).

**“Pips Value”** means the monetary worth of a single pip movement in a trade, calculated based on the trade size, currency pair, and account denomination. It determines the profit or loss for each pip change in price.

**“Services”** means any of the services, functions or features both collectively and individually offered on the Site;

**“Spreads”** means the difference between the bid (selling) price and the ask (buying) price of a financial instrument, representing the cost of executing a trade.

**“Site” or “Platform”** means the website [www.YWO.com](http://www.YWO.com), our mobile apps or application programming interfaces (“API”), where Services are available. Under this definition also falls any associated websites, which are relevant to the provision of Services;

**“Swaps”** means the interest rate adjustments applied to open positions held overnight, which may result in a credit or debit based on the interest rate differential between the traded currencies or instruments.

**“Terms”** means these general terms and conditions including all documents and information, incorporated into these Terms by reference, as described in the Terms;

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### 3. ELIGIBILITY

**3.1.** By registering for a YWO Account (as defined below), you represent and warrant that:

- You are at least 18 years old or of legal age to enter into a binding contract under applicable law;

- You are an individual, legal entity, or organization with the full legal capacity and authority to agree to these Terms;
- You have not been previously suspended or removed from using our Services;
- You do not currently hold an existing YWO Account; and
- You are not a resident of any Prohibited Jurisdiction.

3.2. The Platform and/or Services are available only to individuals who are 18 years or older and legally capable of entering into binding contracts under applicable law.

3.3. The use of the Site and Services is void where prohibited by law.

3.4. Residents, citizens, and tax residents (including beneficiaries) of jurisdictions identified by the Financial Action Task Force (FATF) as high-risk, as well as any other jurisdictions restricted at the Company's sole discretion ("Prohibited Jurisdictions"), are expressly excluded from these Terms.

**As of April 3, 2025, the Prohibited Jurisdictions include:**

- **High-Risk Jurisdictions Subject to a Call for Action ("Black List") (as per FATF):**
  - **Democratic People's Republic of Korea (DPRK)**
  - **Iran**
  - **Myanmar**
- **Additional Restricted Jurisdictions (as determined by the Company):**
  - **European Economic Area**
  - **United States of America**
  - **British European Economic Area**
  - **Canada**
  - **Israel**
  - **Australia**
  - **Russia**
  - **Belarus**
  - **Ukraine**

The Site and Services are not available to individuals or entities created, registered, or organized within these Prohibited Jurisdictions. The Company reserves the right to update this list at its sole discretion, with changes communicated through updates to these Terms.

3.5. Additionally, the following individuals (including their beneficiaries) are prohibited from using the Site and Services:

- Those listed on trade, financial, or economic sanctions lists;
- Those intending to use the Site or Services for illegal purposes, including but not limited to money laundering or terrorism financing;

- Those failing to meet YWO's customer due diligence requirements or deemed high-risk under YWO's sole discretion;
- Those previously rejected, removed, or found in violation of these Terms; and
- Those failing to comply with their local laws and regulations related to using the Site and Services.

3.6. If you are agreeing to these Terms on behalf of a legal entity, you represent and warrant that you have the necessary authority to bind the entity to these Terms.

3.7. By accessing and using the Site or Services, you declare, acknowledge, and warrant that none of the ineligibility criteria outlined above apply to you.

3.8. YWO does not offer Services to individuals or entities in Prohibited Jurisdictions or those engaged in activities considered Prohibited Activities at YWO's sole discretion.

3.9. YWO reserves the right to decline registration or refuse to establish a relationship with you under these Terms, with or without reason. Access to the Site and Services may be granted or withheld at YWO's sole discretion.

3.10. By opening an account to use the Services, you expressly represent and warrant that:

- You have the full capacity to accept these Terms and conditions and to enter transactions involving CFDs;
- You reside in a location where the use and exchange of Virtual Currency are permitted;
- You are not using the Site or Services on behalf of any third party; and
- You will not transfer any funds to or from your account to or from wallets controlled by individuals or entities from Prohibited Jurisdictions or involved in Prohibited Activities.

## **4. ACCOUNTS**

### **4.1. REGISTRATION**

4.1.1. To use the Services, you must register for an Account on the Site by completing an account registration form. During this process, you are required to provide information including, but not limited to, your full name, nationality, date of birth, identity number (from a government-issued identity document), valid residential address, email address, and mobile number. You will also need to accept these Terms.

4.1.2. You agree to provide accurate and complete information when creating your Account and to promptly update this information to ensure it remains accurate and complete at all times. You are responsible for any losses incurred as a result of providing invalid or incorrect data.

4.1.3. By registering for an Account, you consent to provide any information YWO deems necessary for identity verification. This information is used to detect and prevent money laundering, terrorist financing, fraud, and other financial crimes. YWO will collect, use, and share this information in compliance with its Privacy Policy.

4.1.4. Information provided during the registration process, as well as throughout your relationship with us, will be retained for at least five (5) years after the formal termination of our relationship, in accordance with applicable regulations.

4.1.5. Upon successful completion of the registration process, you may gain limited access to the Services. In some cases, based on our internal policies, you may be required to complete the account verification process immediately.

## **4.2. VERIFICATION**

4.2.1. The identity verification documents and information we may request include, but are not limited to, a government-issued ID, proof of current residential address, evidence of the source of wealth, and, for legal entities, documents such as a certificate of incorporation, memorandum and articles of association, and financial statements.

4.2.2. The Company reserves the right to conduct liveness checks and any necessary background or verification procedures as part of the client onboarding process.

4.2.3. You authorize YWO to conduct any inquiries we deem necessary, either directly or through third parties, to verify your identity, detect fraud, or prevent financial crimes such as money laundering or terrorism financing. These inquiries may include, but are not limited to:

- Verifying identity details from public records (e.g., name, address, past addresses, or date of birth).
- Reviewing account information linked to your bank account (e.g., name or account balance).
- Collecting any other information required under applicable guidelines.
- We reserve the right to take any action we deem appropriate based on the results of such inquiries. Failure to meet these requirements will be considered valid grounds for suspending and/or terminating your account.

4.2.4. During registration or at any time thereafter, you must, upon our request, provide all required documents and information within the specified timeframe and format, at your own expense. You are responsible for ensuring that all documents and information submitted are truthful, accurate, complete, and up to date. You also acknowledge your obligation to keep this information current and to promptly notify us of any changes to the documents or information previously provided.

4.2.5. YWO reserves the right to suspend certain Services, restrict access to your account, or freeze your funds until your registration data, identity, or any related information is fully verified. The decision to verify an account is at our sole discretion. Failure to complete the verification process within 15 days may result in account closure, with the final decision made solely by us.

## **4.3. ACCOUNT USAGE AND SECURITY**



4.3.1. You are solely responsible for all activities conducted through your account and any resulting damages. You accept all risks associated with both authorized and unauthorized access to your account to the maximum extent permitted by law.

4.3.2. Accounts are intended for use solely by the individual under whose name they are registered. We reserve the right to suspend, freeze, or cancel accounts used by individuals other than the registered account holder. If you suspect or become aware of unauthorized access to your username or password, you must notify us immediately. YWO will not be held liable for any loss or damage resulting from the use of your account by you or any third party.

4.3.3. We reserve the right to suspend or terminate your account, restrict access to certain Services, and freeze any funds in your account if we suspect or detect any of the following:

- The account or Services are being or may be used for illegal, unauthorized, or fraudulent activities.
- The account is associated with any Prohibited Use or Prohibited Activity.
- The account is being used by someone other than the registered account holder.
- The account holder has violated these Terms or related policies.
- Action is required under applicable law or due to a request or recommendation from an official authority.
- Action is mandated by these Terms or related policies.
- We determine that such action is reasonable and prudent under the circumstances.

4.3.4. By registering to use our Site and Services, you agree to keep your password, account information, and all related details confidential and secure. You must not share these details with any third party. You are responsible for maintaining the security of your account, and YWO is not liable for any losses resulting from a breach of your account unless such breach is directly caused by YWO.

## **5. USE OF SERVICES**

### **5.1. GENERAL**

5.1.1. If you are accepted as a client, we may provide the following investment and ancillary services, subject to your compliance with the obligations under the Agreement:

- Execution of Orders in Financial Instruments.
- Foreign Currency Services, provided they are connected with the reception and transmission of orders.

It is understood that trading in CFDs does not involve the delivery or safekeeping of the Underlying Asset to which the CFD refers.

The Company may, at its sole discretion, provide the option for Clients to trade using a demo account with virtual funds. You acknowledge and agree that the execution environment for a demo account may differ from that of a live account. The Company will not be liable for any losses or damages arising from such differences.

From time to time, and at its sole discretion, the Company may offer various types of Trading Accounts (e.g., Demo, Cents, Standard, Zero Spreads, etc) with distinct features and characteristics (e.g., different spreads, fees, and charges). These options are listed on our website. Any request to change to a different type of Trading Account is subject to the Company's approval, which may be granted or withdrawn at its sole discretion. The Company also reserves the right to modify the features and characteristics of any Trading Account as advertised on the website at any time. The Company also provides you the ability to request and open different accounts through the client area.

Access to the Platform and the Services may be withdrawn, modified, or discontinued at any time without prior notice or liability for any unavailability. We do not guarantee uninterrupted or error-free access to the Platform or Services, and delays, interruptions, or data losses may occur.

If we reasonably suspect that your Account is being used for any Prohibited Activity or Prohibited Use, we reserve the right to take any actions we consider necessary, including but not limited to suspending or terminating your Account, restricting your access to the Services, or freezing funds in your account.

## **5.2. LICENSE AND USE OF THE TRADING PLATFORM**

### **5.2.1. Trading Platform Usage and Restrictions**

The Trading Platform is not intended for distribution to or use by:

- Individuals under the age of 18 or those who lack legal competence or sound mind.
- Residents of countries where such distribution or use would violate local laws or regulations. The Trading Platform and associated services are unavailable to persons residing in jurisdictions where FX or CFD trading activity contravenes local laws or regulations. You are solely responsible for ensuring compliance with all applicable local laws or regulations.
- Citizens or residents of the United States of America, Belize, British European Economic Area, Canada, Israel, or Australia, as the Company does not accept Clients from these countries.
- Employees, directors, associates, agents, affiliates, relatives, or individuals otherwise connected to the Company or its affiliates.

We reserve the right, at our sole discretion, to suspend or refuse access to the Trading Platform for any reason.

By using the Trading Platform, you acknowledge that the Company may provide services to other parties and that nothing in this Agreement restricts the Company from doing so.

### 5.2.2. Limited License for Trading Platform

Subject to the terms of this Agreement, the Company grants you a personal, limited, non-exclusive, revocable, non-transferable, and non-sub-licensable license to install and use the Trading Platform in object code form, solely for your personal use in accordance with this Agreement.

Embedded third-party software within the Trading Platform is subject to the terms of this Agreement. You must comply with any Third-Party Licenses provided by the Company. The Company offers no warranty, indemnity, or support for third-party software and accepts no liability.

The Trading Platform, including copies and derivative works, as well as all associated intellectual property (e.g., copyrights, trademarks, patents), remains the sole property of the Company or its licensors. Except for the license explicitly granted, no rights to the intellectual property or goodwill associated with the Trading Platform are conferred.

### 5.2.3. Client Responsibilities

You are responsible for:

- Procuring and maintaining hardware, software, and infrastructure necessary for the operation and maintenance of the Trading Platform at your expense.
- Preventing viruses, breaches, or events that may harm the Trading Platform due to your actions or omissions.
- Ensuring appropriate security and access control for your systems.

If you encounter issues or have suggestions for the Trading Platform, you should notify the Company in writing. Any modifications or improvements based on your feedback become the exclusive property of the Company.

### 5.2.4. Company Rights and Disclaimers

The Company may, at its discretion, add, modify, or remove features of the Trading Platform without liability. The Trading Platform may be inaccessible during maintenance, typically scheduled on weekends.

5.2.4.1. The Company does not guarantee:

- Continuous, uninterrupted access to the Trading Platform.
- That the Trading Platform will be free of errors or defects.
- That the Trading Platform will be free of viruses or harmful components.
- The Company is not liable for any data loss or equipment/software replacement resulting from the use of the Trading Platform.

### 5.2.5. Prohibited Activities

You agree not to:

- Use the Trading Platform for illegal or inappropriate purposes.
- Interfere with or disrupt Company systems, networks, or software.
- Gain unauthorized access to the Trading Platform or reverse-engineer its security measures.
- Upload or transmit harmful or unauthorized materials (e.g., viruses, Trojan horses, malicious software).
- Use artificial intelligence tools to analyse the Company's systems.
- Violate intellectual property or confidentiality rights.
- Execute unauthorized actions or orders on the Trading Platform.
- Log in from prohibited jurisdictions or IP addresses for regulatory reasons.
- You are prohibited from downloading, saving, or copying the Trading Platform.

### 5.3. SETTLEMENT, PAYMENTS, COSTS AND TAXES

#### 5.3.1. Outcome of Transactions

Upon completing a Transaction, the following conditions will apply:

Liability for the Difference:

You will be liable for the Difference if:

- i. The Transaction is a **Sell**, and the closing price is **higher** than the opening price.
- ii. The Transaction is a **Buy**, and the closing price is **lower** than the opening price.

Entitlement to the Difference:

You will receive the Difference if:

- i. The Transaction is a **Sell**, and the closing price is **lower** than the opening price.
- ii. The Transaction is a **Buy**, and the closing price is **higher** than the opening price.

5.3.2. Unless otherwise agreed, all amounts owed by either party are due immediately upon closing the Transaction. By placing an Order, you authorize us to debit or credit your Trading Account with the relevant amounts once the Transaction is closed. Please note that until an Order is executed and the Transaction is closed, the Maintenance Margin will not be considered collateral and will be unavailable for withdrawal.

5.3.3. You are solely responsible for any taxes, fees, or assessments arising from transactions on the Trading Platform, including calculating and paying applicable taxes in your country of residence or any other jurisdiction. If required by law, the Company may withhold necessary taxes from payments due to you. Additional costs, such as taxes, may apply to your transactions, even if not processed or

imposed by us. The Company reserves the right to deduct taxes as required by law, and you authorize us to withdraw funds from your Trading Account to cover such deductions, with no claims against us for these actions. This does not affect our right to make Margin Calls as per the Agreement.

5.3.4. Except as outlined in this Agreement, the Difference is the only payment you are required to make for the Services. However, we reserve the right to charge additional fees or costs in the future with 24 hours prior notice. Details of these fees will be available on the Company's Website, and any changes will be communicated via Written Notice before they take effect.

5.3.5. If your country of residence has regulations regarding the use or reporting of certain currencies, you agree to comply with any reporting obligations or obtain necessary consents or approvals related to your use of the Trading Platform.

5.3.6. Before opening an account, the Client must consider any applicable charges, such as Spreads, Mark-ups, Commissions, and Swaps. The Client is responsible for seeking clarification on these charges, if needed, and can review all applicable charges at any time on our website(s).

5.4. Please note that not all charges are represented in monetary terms; some may appear in Pips. It is essential to understand the cost associated with the Pip Value.

5.4.1. The Company reserves the right to charge a monthly maintenance fee for Accounts with sufficient funds. This fee may vary depending on factors such as Client categorization, Account type, Order volume, or deposit amounts. The applicable fees will be displayed on the Company's Website.

5.4.2. Any applicable charges will be immediately deducted from your Account(s).

## **6. GENERAL RULES OF TRADING**

6.1. The Client acknowledges that upon placing an order on the Trading Platform, the Company will execute the order as the counterparty on a principal-to-principal basis. The Company acts as the Execution Venue for the Client's orders and is responsible for their execution. The Client understands that trades are not routed to an external Execution Venue but are executed internally by the Company.

6.2. By placing an order on the Trading Platform, you are making an offer to us to complete a transaction (either to open or close a position) at a price quoted on the Trading Platform. This offer will be considered complete only when we accept it. Our acceptance will be evidenced by a confirmation of the terms of the transaction.

6.3. You may request to cancel or amend a transaction at any time before it has been completed by the Company.

6.4. We reserve the right to void any transaction that contains or is based on a manifest error. In the absence of fraud or willful default on our part, we will not be liable for any loss, costs, claims, or expenses incurred due to such an error.

- 6.5.** All prices and quotes on the Trading Platform are provided by the Company's Execution Venue, which obtains prices for the underlying asset (BID and ASK) from reputable third-party sources (price feeders). These prices are then used to calculate the tradable prices provided to the Company.
- 6.6.** You agree to comply with any restrictions imposed by the Company on your activities on the Trading Platform, including, but not limited to, transaction size and other terms. We may, at our sole discretion, impose different terms and restrictions on users of the platform.
- 6.7.** You acknowledge that the Trading Platform operates independently of the underlying markets, and we are not obliged to quote a specific price or follow the trading rules of the underlying markets. The prices quoted on the Trading Platform are the ones we determine, not those from the underlying markets. In determining whether your order matches the price on the Trading Platform, we may disregard prices from pre-market, post-market, or other periods where prices may be distorted.
- 6.8.** When you complete a transaction on the Trading Platform, you acknowledge that you are not dealing on a recognized exchange.
- 6.9.** You agree that the prices quoted on the Trading Platform are for your personal trading use only and shall not be redistributed to any other parties, whether for commercial purposes or otherwise.
- 6.10.** Each transaction will be completed in units of the underlying asset as specified on the Trading Platform. You may only complete transactions in multiples of the unit amount as determined by us, up to the maximum allowed.
- 6.11.** Each position you open, and any transaction completed, will be binding, even if it exceeds any credit or other limit applied to your account.
- 6.12.** You may request a quote to open or close a position at any time during the trading hours for the relevant underlying asset. We are not obligated to provide a quote or accept an offer outside these hours, though we may do so at our discretion. Some transactions may only be available during the trading hours of the underlying market.
- 6.13.** If we become aware that certain conditions have not been met before we accept your order to open or close a transaction, we may, at our discretion, reject the order. If the transaction has already been completed, we may treat it as void or close it at the prevailing market price. However, we may allow you to proceed with the transaction at our discretion.
- 6.14.** The Client acknowledges and agrees that the Company reserves the right, at its sole discretion, to close, cancel, amend, or reject any trade that it deems to be abusive, manipulative, exploitative, or otherwise in violation of fair trading practices. This includes, but is not limited to, trades executed using arbitrage strategies, price latency exploitation, misuse of the Trading Platform, or any other activity that the Company reasonably determines to constitute unfair or unethical trading behavior. The Company shall not be liable for any losses or damages arising from the exercise of this right, and the Client waives any claims against the Company in relation to such actions.

**6.15.** The following conditions must be met for us to accept your order:

- The quote must be obtained through the Trading Platform or another method we specify.
- Your offer to open or close a transaction must be given while the quote is valid.
- The quote must not contain any manifest error.
- The number of units in the transaction must meet the minimum and maximum limits set by us.
- Your offer to close a position partially must adhere to the minimum unit amounts for both the remaining and closed positions.
- No force majeure event or event of default should occur at the time of your offer.
- You must not exceed any credit or margin limits when opening a position.
- The transaction must occur during the relevant trading hours.
- The internet connection and communications must be stable.
- There must be no legal or regulatory objections to the order.

**6.16.** We do not endorse or support the use of automated trading solutions such as trading robots or algorithm-based trading ("Robot Trading"). The use of such tools is entirely at your own risk. We make no representations or warranties regarding the performance, accuracy, or reliability of any trading robots. Any transactions executed through robots are considered as your responsibility, and we disclaim any liability for losses resulting from their use.

**6.17.** Unless otherwise agreed, we are not obligated to monitor or advise you on the status of any transaction or to close any of your open positions. If we choose to intervene, it will be at our discretion, and our actions do not create an obligation for us to continue such interventions.

**6.18.** If any underlying asset is affected by a corporate event (such as a share split, merger, or dividend distribution), we will determine the appropriate adjustments to the transaction price, size, or value to reflect the economic impact of the event. These adjustments will be made at our discretion and will be communicated to you.

**6.19.** Corporate events include:

- Share splits, consolidations, or similar actions.
- Dividends or distributions of additional securities to existing holders.
- Mergers, acquisitions, or any other corporate restructuring event.

**6.20.** We reserve the right to restrict or withdraw certain assets from the Trading Platform if they are subject to risks, such as a predicted fall in value or a corporate event.

**6.21.** Any adjustments to the price, size, or quantity of a transaction due to a corporate event will be determined at our sole discretion. These adjustments will be final and binding, and we will inform you of any changes as soon as possible.

**6.22.** The Company reserves the right, at its sole discretion, to close any Open Positions in a CFD at a price it deems reasonable. The closing price may differ between

buy and sell Transactions and, in certain circumstances, may be set at zero (0). The Client acknowledges and accepts that the Company shall not be liable for any losses or damages incurred as a result of such action.

- 6.23.** If a takeover or similar event affects an underlying asset, we may close your open positions at the market price immediately before the event takes place and make any necessary adjustments to the contract terms.
- 6.24.** In the case of insolvency or dissolution of a company whose asset forms the CFD, we will close any open transactions related to that asset, effective from the date of insolvency.
- 6.25.** The Company will make reasonable efforts to execute orders, but acknowledges that execution may not always be possible due to circumstances beyond its control. This may include issues related to internet connectivity, technical malfunctions, or external factors affecting the execution of your order. We cannot guarantee the transmission or execution of every order.

## **DEPOSITS, WITHDRAWALS AND REFUNDS**

### **6.26. Activation of Trading Account:**

The Trading Account will be activated upon the Client's deposit of the Initial Margin, as determined based on the type of Client Account, and at the sole discretion of the Company. The Company may modify the type of accounts available or the requirements for activation as it deems necessary.

### **6.27. Deposits into Trading Account:**

The Client may deposit funds into the Trading Account at any time during the course of this Agreement. Deposits can be made via wire transfer or any other payment methods accepted by the Company, which may change from time to time. The Company will not accept third-party payments or anonymous payments into the Client's Trading Account. Deposits for Margin and other amounts will generally be required to be in the Currency of the Trading Account, as determined by the Client's country of origin, as provided in the Client's address details, and as specified on the Trading Platform. The Company will not be responsible for converting any funds from one currency to another. For detailed deposit options, the Client should refer to the Company's Website.

### **6.28. Documentation and Source of Funds:**

The Company reserves the right to request documentation from the Client at any time to verify the source of funds deposited into the Trading Account. If the Company is not satisfied with the provided documentation or the legitimacy of the source of funds, the Company may reject the deposit. The Client agrees to fully cooperate with such requests and provide the necessary information.

### **6.29. Credit of Deposits:**



Upon receiving a deposit, the Company will credit the Client's Trading Account with the corresponding amount received by the Company within one (1) Business Day, provided the amount has cleared in the Company's bank account.

**6.30. Issues with Deposits:**

If the funds sent by the Client are not deposited into the Trading Account as expected, the Client must notify the Company and request a banking investigation of the transfer. The Client agrees to bear any costs associated with such an investigation, which may be deducted from the Trading Account or paid directly to the investigating bank.

The Client understands that to facilitate the investigation, the Client will need to provide all requested documents and certificates.

**6.31. Withdrawal Requests:**

The Company will process withdrawals of Client funds upon receipt of a valid withdrawal request made by the Client using the accepted method as specified by the Company from time to time.

**6.32. Processing of Withdrawal Requests:**

Upon receiving a withdrawal instruction from the Client, the Company will process the request within five (5) working days, provided the request is received during normal trading hours. If the request is made outside of normal trading hours, the five-day period will begin from the next business day.

**6.33. Restrictions on Withdrawals:**

Withdrawals can only be made to the Client's own account. The Company will not process withdrawals to any third party or anonymous accounts under any circumstances.

**6.34. Discretion in Payment Methods:**

The method by which the Company remits funds to the Client is at the Company's sole discretion. The Company reserves the right to refuse a withdrawal request that specifies a preferred transfer method and may propose an alternative method at its discretion.

**6.35. Third-Party Payment Charges:**

Any payment or transfer charges imposed by third parties will be borne by the Client. The Company reserves the right to deduct such charges from the Client's Trading Account.

**6.36. Withdrawal Fees:**

Withdrawal fees may apply depending on the Client or the type of Trading Account. The applicable fees will be outlined in the Company's General Fees Policy on the Website, and they may be updated from time to time.

**6.37. Deposit Fees:**

Deposit fees may apply depending on the Client or the type of Trading Account. The applicable fees will be outlined in the Company's General Fees Policy on the Website, and they may be updated from time to time.

**6.38. Refunds for Company Errors:**

In the event of a mistake made by the Company during the transfer of funds, the Company will refund the affected amount to the Client. However, if the Client provides incorrect instructions for a transfer, the Company may be unable to rectify the mistake, and the Client may bear the loss.

**6.39. Reimbursement for Chargebacks:**

If the Company receives a chargeback or dispute from the Client's credit card issuer, payment provider, or bank, the Company reserves the right to seek reimbursement for any amounts due. The Company may charge the Client's Trading Account or use other lawful means, including deducting amounts from future payments owed to the Client, to recover the costs. All related bank charges will be deducted from the Trading Account.

**6.40. Actions in Case of Dispute or Chargeback:**

6.40.1. If a dispute, claim, or chargeback occurs with the Client's payment method, the Company reserves the right to take any of the following actions at its discretion:

- Immediately close any or all of the Client's open transactions, whether at a loss or profit, and adjust the Trading Account balance accordingly, with or without prior notice.

6.40.2. **Immediately impose restrictions on the Client's Trading Account, including:**

- Restricting deposits from any payment method, even in cases of margin calls.
- Restricting withdrawals from the Trading Account.
- Preventing the opening of new positions on the Trading Platform.
- The duration of the restrictions will be determined by the Company.
- Terminate this Agreement.
- Impose a "USD 150 research fee" to cover the investigative expenses incurred in resolving the chargeback, which the Client authorizes the Company to charge to their Trading Account or credit card.

**6.41. Transfer of Funds to Trading Account:**

The Company reserves the right to transfer any funds held in the Client's wallet to the Client's Trading Account at its discretion. This transfer may be made for operational reasons, and the Company will not be liable for any such transfer.

## **Transactions Overview**

### **6.42. Transaction Accuracy and Responsibility**

We process transactions based on the instructions you provide. You are responsible for verifying all transaction information before submission. We do not guarantee the identity or accuracy of information for any user, recipient, or third party and accept no liability for ensuring the accuracy or completeness of the details provided. We expressly disclaim responsibility for disputes or conflicts arising from third-party payments or transactions, such as those between other customers. Any issues related to such transactions must be resolved directly between the parties involved.

### **6.43. Irreversibility of Transactions**

Transaction requests are final and cannot be reversed, cancelled, or altered once submitted. By initiating a transaction request, you authorize us to execute the transaction at the quoted price and agree to any applicable fees, including Transaction Fees, Exchange Rates, or other charges listed on the Site. If a transaction cannot be completed due to insufficient funds, you authorize us to debit alternative linked payment methods or cancel the request at our sole discretion.

### **6.44. Pending Transactions**

After submission, transactions will remain pending until confirmation is received from the respective network. Funds associated with pending transactions will be marked as such and will not be accessible or visible in your virtual currency wallet during this time.

### **6.45. Transaction Timing and Cancellations**

We strive to process transactions as promptly as possible. However, we reserve the right to cancel, reverse, or refuse to process any transaction request at our sole discretion, especially when required by applicable law or regulation. Delays in transaction processing may occur due to factors beyond our control, and we retain the right to cancel any transaction in such instances.

### **6.46. Transaction Limits**

Your use of the Platform is subject to transaction volume limits, which may vary based on factors such as account verification and the information you provide. These limits will be displayed on the Site. Requests for increased transaction limits are subject to our sole discretion and may require additional documentation or information from you. We reserve the right to lower or deny requests for increased transaction limits at any time, at our sole discretion.

## **7. SUSPENSIONS AND DEACTIVATIONS**

### **7.1. Suspension, Deactivation, or Cancellation of Account:**

We reserve the right to suspend, deactivate, or cancel and/or terminate your Account at any time, without prior notice or explanation, under the following circumstances:

- At our sole discretion;
- If required by applicable legislation, regulation, or government order;
- If we reasonably suspect that your Account is being used to facilitate Prohibited Activity or any Prohibited Use;
- If you breach any provision of these Terms.

### **7.2. General Fees Acknowledgment:**

By accepting this Client Agreement, you confirm that you have read, understood, and agreed to the information outlined in the General Fees policy, which can be found in the Legal Documents section of the Company's website. You acknowledge that this policy may be updated or amended from time to time, and you agree to comply with the latest version of the policy.

### **7.3. Inactivity Fees:**

Fees may apply to your Account simply by virtue of the continued availability of the Platform for trading, regardless of your actual use. If your Account remains inactive (i.e., no transactions such as deposits, withdrawals, or new positions) for a period of at least 1 (one) month, the Company reserves the right to charge a monthly inactivity fee for maintaining the availability of your Account. You agree to be responsible for and pay any applicable inactivity fees, which will be deducted from any funds held in your Account. The Company will notify you of the fee amount periodically.

### **7.4. Account Dormancy and Closure:**

If your Account remains inactive for a period of four (4) years or more, the Company reserves the right to close your Trading Account and render it dormant, after notifying you using the last known contact details associated with your Account. Any funds remaining in the dormant account will remain owing to you. The Company will retain proper records and return such funds to you upon request, at any time thereafter.

### **7.5. Cancellation of Unused Bonuses:**

In the event of inactivity or dormancy, the Company reserves the right to cancel any unused "active" bonuses in accordance with the Bonus Terms and Conditions policy. The terms of the Bonus Policy will apply to any cancellation or adjustment of bonuses.

### **7.6. Dormant Account Fees:**

If your Account has been inactive or unused for a period exceeding twelve (12) months, it will be considered "Dormant." Once deemed Dormant, we will charge a monthly dormancy fee, the amount of which will be displayed on the Site. Please note that the dormancy fee may change periodically, and we will notify you accordingly.

### **7.7. Account Cancellation or Closure:**

Should you wish to terminate your Account, you may do so at any time by withdrawing all funds held in your Account and following the instructions on the Site, or by contacting us directly. We will assist you in closing your Account and processing the final withdrawal of funds in accordance with these Terms.

## **8. COMPLAINTS**

### **8.1. Reporting Complaints:**

If the Client wishes to report a complaint or express concerns regarding the Services or the Site, the Client is required to follow the Company's established complaint procedures. Detailed instructions on how to submit a complaint, including the necessary steps and contact information, can be found on the Company's official website at [www.YWO.com](http://www.YWO.com). The Client should ensure that they provide all relevant information to facilitate the review and resolution of the complaint in a timely and effective manner.

### **8.2. Resolution of Unforeseen Situations:**

In the event that a situation arises that is not specifically addressed or covered by the terms of this Agreement, both Parties agree to approach the matter with good faith and fairness. The Parties shall make reasonable efforts to resolve the issue through amicable discussion and actions that align with standard market practices and applicable legal frameworks. Where necessary, both Parties will work together to find a fair and equitable solution, ensuring that the outcome is in line with industry norms and expectations.

### **8.3. Legal Rights and Complaints Procedure:**

The existence or use of any complaint procedures set out in this Agreement shall not affect the Client's right to pursue legal action. The Client retains the full right to seek legal recourse, including initiating court proceedings, regardless of whether they have chosen to engage in any internal complaints process provided by the Company. The use of such procedures is voluntary and does not limit or waive any rights the Client may have under applicable law.

## **9. LIMITATION AND INDEMNIFICATION**

### **9.1. Disputes and Liability Limitations:**

By agreeing to these Terms, you agree to the following:

- 9.1.1. In the event of any dispute arising between you and any other user, individual (whether natural or legal), or entity with whom your relationship was facilitated by the Site or the Services, you hereby release YWO, its affiliates, officers, directors, employees, agents, and partners from any and all claims, demands, damages, liabilities, or costs of any kind, whether known or unknown, arising out of or in

connection with such disputes, including but not limited to disputes related to your breach of these Terms, any violation of applicable laws, rules, or regulations, or any infringement of third-party rights.

9.1.2. YWO's total liability, if any, shall be strictly limited to the amount of funds deposited in your Account at the time the dispute arises. You agree that YWO will not be liable for any amount exceeding the funds in your Account, and you waive any right to claim further damages in excess of this amount.

9.1.3. In the event of any claim, lawsuit, or legal action of any kind related to your use of the Site and/or Services, your damages, if any, shall be limited solely to the amount of funds held in your Account at the time of the disputed transaction. Under no circumstances shall you be entitled to recover any indirect, consequential, special, incidental, punitive, or exemplary damages, including but not limited to loss of profits, anticipated profits, goodwill, or any other financial loss.

## **9.2. Transaction Processing and Third-Party Providers:**

9.2.1. We make no representations, warranties, or guarantees regarding the successful or timely processing of any transaction. You acknowledge that transactions may rely on third-party processors, including but not limited to banks, payment gateways, and other external entities that are beyond our control. We expressly disclaim any liability for delays, errors, or failures in processing transactions caused by factors outside of our reasonable control, including technical issues with third-party providers, network outages, or any other event that may disrupt the transaction process.

9.2.2. We further disclaim all responsibility for any operational defects, failures, or disruptions in transactions that occur due to factors outside our control, including but not limited to system malfunctions, data transmission issues, service provider interruptions, or any issues arising from external infrastructure, whether temporary or permanent.

## **9.3. No Warranties:**

9.3.1. All Services provided through the Site are offered "as is" and without warranty of any kind, either express or implied. We make no guarantees, warranties, or representations regarding the availability, reliability, accuracy, completeness, or timeliness of the Site, Services, or any content available through the Site. Specifically, we do not guarantee uninterrupted or error-free access to the Site or Services, and we make no commitment that any defects in the Site or Services will be corrected in a timely manner, or at all.

9.3.2. We further disclaim any responsibility for ensuring that the Site, Services, or any content are free of viruses, malware, bugs, or other harmful components that may disrupt or damage your technical equipment, systems, or data. We do not guarantee that the Site or Services will be free from interruptions, delays, or other issues, including those caused by factors beyond our control such as network outages, maintenance, or failures of external service providers.

#### **9.4. Limitation of Liability for Technical Failures:**

We disclaim all liability for any loss, damage, or inconvenience resulting from:

- 9.4.1. The failure, damage, or destruction of your technical equipment and/or resources, including but not limited to any failure that prevents you from accessing the Site or Services, or any loss of data, records, or information stored on your systems due to software, hardware, or network failures.
- 9.4.2. Delays, errors, or losses that occur due to the configuration, operation, or performance of your technical equipment and resources, including issues related to the management, performance, or compatibility of your devices, internet connection, or software.
- 9.4.3. The transmission of any harmful or malicious computer virus, malware, or other inappropriate material to or from your technical equipment, systems, or networks, whether originating from external sources or through the Site, Services, or third-party providers.
- 9.4.4. You are solely responsible for implementing your own security measures, including antivirus software and firewalls, to protect your systems and data from such risks. We strongly recommend that you regularly back up your data and maintain proper security protocols to mitigate the potential effects of technical failures or cybersecurity threats.
- 9.4.5. By using the Site and Services, you accept these limitations of liability and agree to release YWO from any responsibility for the aforementioned risks and damages.

#### **10. ACCESS AND ACCURACY OF INFORMATION**

##### **10.1. Technical Requirements and Access:**

You are solely responsible for ensuring that you have the necessary technical equipment, software, internet connection, and any other resources required to access and use the Site and Services. We provide access to the Site and Services on a temporary basis, and we reserve the right to modify, restrict, suspend, or withdraw access at any time, in accordance with these Terms, without prior notice or liability.

##### **10.2. Accuracy of Information and Personal Responsibility:**

By agreeing to these Terms, you acknowledge and accept full responsibility for verifying any and all information available on the Site before relying on it. We make no representations or warranties regarding the accuracy, completeness, or reliability of any content provided through the Site or Services. You further acknowledge that we bear no liability for any decisions, financial or otherwise, that you make based in whole or in part on information obtained from the Site or from third-party sources in relation to the Site or Services.

##### **10.3. Informational Purpose and No Warranties:**

All materials, data, market insights, or other information presented on the Site or through the Services are provided strictly for informational purposes and are subject to change at any time without prior notice. We do not guarantee the accuracy, timeliness, completeness, or reliability of such information. You acknowledge that we provide no warranties, express or implied, and accept no liability for any loss, damage, or adverse consequences that may result, directly or indirectly, from your reliance on any materials, information, or projections provided through the Site or Services.

#### **10.4. No Investment, Legal, or Tax Advice:**

The Site and Services are not intended to provide, and should not be construed as providing, investment, financial, tax, legal, or regulatory advice. Additionally, we do not make recommendations regarding the suitability of any investment, financial product, or strategy for any individual user. You are strongly encouraged to seek independent professional advice from a qualified financial, legal, tax, or regulatory advisor before making any investment decisions. If you choose not to obtain such independent advice, you acknowledge and accept that you are solely responsible for determining the suitability of any investment or financial product based on your personal circumstances, risk tolerance, and financial objectives.

### **11. LIMITED LICENSE AND INTELLECTUAL PROPERTY**

**11.1.** YWO holds and retains all rights, title, and interest, including ownership and/or usage rights, in and to all intellectual property associated with the Site and the Services. This includes, without limitation, all software, source code, algorithms, designs, user interfaces, graphics, visual elements, layout, databases, content, text, copyright, trademarks, trade names, service marks, domain names, trade dress, proprietary technology, and any associated rights to goodwill.

**11.2.** You acknowledge and agree that all intellectual property contained within or related to the Site and Services is either owned by or licensed to YWO and is protected by applicable copyright, trademark, patent, trade secret, and other intellectual property laws. Nothing in these Terms grants you any rights, title, license, or interest in or to any intellectual property owned by YWO, except for the limited, non-exclusive, non-transferable, and revocable right to access and use the Site and Services strictly in accordance with these Terms.

**11.3.** Any unauthorized use, reproduction, modification, distribution, display, or exploitation of YWO's intellectual property without our express written consent is strictly prohibited and may result in legal action.

### **12. COMMUNICATION**

**12.1.** Unless otherwise specified, all communication between us and you will be conducted via email. We will use the email address associated with your Account as our primary method of correspondence. You acknowledge and agree that email shall be the sole authorized means of official communication with us.

### **13. RIGHT TO FORCE CLOSURE**

**13.1.** You acknowledge and agree that we have the sole and absolute discretion to immediately close any or all of your open positions, whether at a profit or a loss, without prior notice to you, in any of the following circumstances:



- If the prices quoted on the Trading Platform fluctuate such that the total difference payable by you in connection with all of your open transactions is equal to or exceeds the total Maintenance Margin required for those transactions.
- If the amount in your Trading Account is equal to or falls below the total Maintenance Margin required for all of your open transactions.
- If you fail to comply with a margin call or any request for additional funds or collateral.
- If we receive a chargeback from your credit card issuer, a recall from your bank, or a reversal of payment from your alternative payment method provider, or if any other payment you have made is disputed, declined, or otherwise reversed for any reason.

**13.2.** In exercising our right to close your open positions under this clause, we shall not be liable for any losses you may incur as a result, nor shall we be obligated to provide prior notice before taking such action. The forced liquidation of your open positions does not constitute termination of your Trading Account or of this Agreement unless we expressly provide you with written notice of termination. Your continued access to the Trading Platform and Services shall remain subject to our discretion and the terms of this Agreement.

**13.3.** We may, at our discretion, establish and display on the Trading Platform specific expiration times and dates for various Underlying Assets available for trading. These expiration times may vary depending on the type of asset, market conditions, or other factors determined by us.

**13.4.** If an expiration time is specified for an Underlying Asset, you expressly authorize us to automatically close any open transactions related to such an asset at the price quoted on the Trading Platform at the designated expiration time. You acknowledge and accept that:

- The closing of your transaction due to an expiration event is not subject to prior notice, and you shall not have the right to dispute the execution price provided at expiration.
- The expiration times and dates may be subject to change, and it is your responsibility to monitor and be aware of such expiration terms applicable to your open positions.
- If you wish to extend a position beyond its designated expiration, you must take appropriate action before the expiration time, subject to our policies and the availability of such an option on the Trading Platform.

**13.5.** By continuing to trade on the Trading Platform, you acknowledge and agree that we shall not be held liable for any financial losses, missed trading opportunities, or other consequences resulting from the automatic closure of your transactions due to expiration.

## **14. FORCE MAJEURE**

**14.1.** You acknowledge, agree, and understand that under no circumstances shall we be held liable for any delays, failures in performance, disruptions, or interruptions of service that arise directly or indirectly from any cause or condition beyond our reasonable control, whether foreseeable or unforeseeable. Such causes or conditions may include, but are not limited to:

- Any Force Majeure Event, including acts of God, extreme weather conditions, natural disasters (such as earthquakes, hurricanes, floods, or wildfires), or other catastrophic events.
- Public health crises, including epidemics, pandemics, outbreaks of disease, or government-imposed quarantines and lockdowns.
- Acts or omissions of civil or military authorities, including government orders, laws, regulations, or directives that restrict or impact operations.
- Acts of war, armed conflict, terrorism, sabotage, or civil unrest, including riots, insurrections, revolutions, or other large-scale disturbances.
- Labour disputes, including strikes, lockouts, or other workforce-related disruptions.
- Accidents, system failures, or unforeseen emergencies, including utility outages, power failures, fires, or explosions.
- Technical failures or malfunctions, including disruptions, interruptions, or loss of services due to equipment failures, software bugs, cyberattacks, denial-of-service attacks (DDoS), data breaches, or failures of telecommunications, Internet service providers, networks, or other communication systems.

**14.2.** You further acknowledge that we do not have control over third-party services, infrastructure, or entities upon which we may rely to provide our services, and any failure or disruption in such third-party systems shall not constitute a breach of our obligations.

**14.3.** Given the unpredictable nature of these events, we shall not be responsible for any resulting damages, losses, or liabilities, nor shall we be obligated to provide compensation, refunds, or alternative services in the event of such disruptions.

## **15. ENTIRE AGREEMENT**

**15.1.** These Terms, together with our Privacy Policy and any other documents expressly incorporated by reference herein, constitute the entire agreement and understanding between you and YWO with respect to the subject matter addressed herein. This agreement supersedes and replaces any and all prior or contemporaneous discussions, negotiations, agreements, representations, warranties, communications, or understandings of any kind, whether written, oral, or implied, between you and us, including, without limitation, any previous versions of this User Agreement.

**15.2.** By agreeing to these Terms, you acknowledge that you have not relied on any statement, promise, or representation that is not expressly set forth in this agreement. No prior course of dealing, trade usage, or verbal or written communication between you and us shall modify, supplement, or affect any term or provision of these Terms unless expressly agreed to in writing by us.

- 15.3.** In the event of any inconsistency between these Terms and any other policy, guideline, or agreement referenced herein, these Terms shall govern unless explicitly stated otherwise.

## **16. TRANSFER AND ASSIGNMENT**

- 16.1.** You acknowledge and agree that you may not assign, transfer, delegate, or otherwise convey your rights or obligations under these Terms, whether voluntarily, involuntarily, by operation of law, or otherwise, without our prior written consent. Any attempt to do so in violation of these Terms shall be deemed null, void, and of no legal effect.
- 16.2.** Conversely, we reserve the unrestricted right to assign, transfer, or delegate our rights and obligations under these Terms, in whole or in part, without your consent, including but not limited to in connection with a merger, acquisition, sale of assets, corporate restructuring, or by operation of law.
- 16.3.** These Terms shall be legally binding upon, and inure to the benefit of, the parties hereto, including our successors, assigns, and any entities that may assume our rights and obligations by way of assignment, transfer, or corporate succession.

## **17. SURVIVAL**

- 17.1.** You acknowledge, agree, and understand that certain provisions of these Terms are intended to survive and remain in full force and effect beyond the termination, expiration, or conclusion of these Terms, regardless of the reason for such termination or expiration. These provisions include, but are not limited to, those relating to suspension of services, remedies for breach of contract, termination rights and consequences, outstanding debts and financial obligations, the right to offset any amounts owed, the handling of unclaimed funds, the general use of the Site and Services, dispute resolution mechanisms, limitations of liability, indemnification, intellectual property rights, confidentiality obligations, and any other provisions that, by their nature, are intended to extend beyond the duration of these Terms. The continued enforceability of these provisions ensures that rights, responsibilities, and obligations arising before termination or expiration remain legally binding and enforceable.

## **18. GOVERNING LAW AND JURISDICTION**

- 18.1.** These Terms, along with your access to and use of the Site and/or the Services, as well as any rights, obligations, and legal actions arising from, related to, or connected with these Terms, shall be governed by and construed in accordance with the laws of the Union of Comoros. This applies as if these Terms were a contract executed, entered into, and fully performed within the jurisdiction of the Union of Comoros, without regard to any principles of conflict of laws that may otherwise direct the application of the laws of another jurisdiction. Any disputes, claims, or legal proceedings arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the Union of Comoros, unless otherwise required by applicable law.