

Terms and Conditions

1. Introduction

- 1.1. These Terms & Conditions (Agreement) shall regulate the relationship between:
 - Sapposenttu LLC (also referred to as Loft, Company, we, us, our, as appropriate) with registered address “P.O. Box 1574, Kingstown, VCO100, St Vincent and the Grenadines”.
- 1.2. Any person being either a natural person or a legal entity (also referred to as Client, you, your, yourself, as appropriate), who has successfully opened an account on loft.trade and agreed to the current terms and conditions during the registration procedure.
- 1.3. LOFT is not required to hold any financial services license or authorization in St. Vincent and the Grenadines to offer its products and Services.
- 1.4. The objects of the Company are all subject matters not forbidden by International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and the Grenadines, 2009, in particular but not exclusively all commercial, financial, lending, borrowing, trading, service activities and the participation in other enterprises as well as to provide brokerage, training and managed account services in currencies, commodities, indexes, CFDs and leveraged financial instruments.
- 1.5. The Client warrants his understanding that laws regarding LOFT Services vary throughout the world and it is the client’s obligation alone to ensure compliance with any law, regulation or directive relevant to Clients country of domicile.
- 1.6. By accepting this Agreement, the Client agrees and irrevocably accepts the terms and conditions contained in this Agreement, its annexes and/or appendices as well as other documentation or information published on the Website, including without limitation to the Privacy Policy, Cookie policy, Anti-Money Laundering

Policy, Referral rules and conditions, and other legal documents and disclaimers which can be found on loft.trade. The Client accepts this Agreement by registering an Account on the Website.

By accepting the Agreement, and subject to the Company's final approval, the Client enters into a legal and binding agreement with the Company.

IF YOU HAVE OBJECTIONS TO ANY OF THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, AND/OR IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, DO NOT ACCESS AND/OR USE SERVICES IN ANY WAY AND INFORM US IN WRITING IMMEDIATELY.

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

2. Definitions

- 2.1. Agreement – the present Agreement including any Annexes and/or Appendices attached herein as this may, from time to time, be amended or replaced.
- 2.2. Account – Clients personal account which can be accessed by using Client's credentials, which provides access to the Trading platform and contains all of the Client's Transactions and Orders. In order to start executing Transactions, Client has to deposit funds into his Account.
- 2.3. Client – any person being either a natural person or a legal, who has

successfully opened an account on loft.trade and agreed to the current terms and conditions during registration procedure.

- 2.4. Company – SAPPOSENTU LLC (also referred to as Loft, Company, we, us, our, as appropriate) with registered address “P.O. Box 1574, Kingstown, VCO100, St Vincent and the Grenadines”
- 2.5. Margin – the necessary guarantee funds required to open and Order or maintain open position in Leveraged products.
- 2.6. Trading platform – the Company’s online trading system which includes the aggregate of its computer devices, software, databases, telecommunication hardware, a trading platform, mobile applications, all programs and technical facilities providing real-time prices, making it possible for the Client to obtain information of markets in real time, make technical analysis on the markets, enter into Transactions, place and delete Orders, receive notices from the Company and keep record of Transactions and calculating all mutual obligations between the Client and the Company. Company may provide multiple Trading platforms with different functionality.
- 2.7. Order – an instruction from the Client to make a Transaction in Leveraged products through the Trading platform.
- 2.8. Services – services provided by the Company to the Client through the Account and Trading Platform of the Company, including without limitation to execution of Orders and/or Transactions of the Client, analytics, news and marketing information services, remittance services, etc.
- 2.9. Website – shall mean the Company’s website at loft.trade or such other website as the Company may maintain from time to time.

3. Becoming a Client

- 3.1. By registering an account at loft.trade/signup through a mobile application provided by the Company, you become a Client and also represent, agree, and warrant that:
 - 3.1.1. that you have accepted the Terms and Conditions;

- 3.1.2. that you are of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility criteria and residency requirements, and is fully able and legally competent to use the Website, enter into agreement with the Company and in doing so will not violate any other agreement to which you are a party;
- 3.1.3. that you are the legal owner of the funds you add to your Clients Account with the Company and that the same funds derive from a legitimate and legal source;
- 3.1.4. that using Services does not constitute a breach of your home jurisdictions' laws;
- 3.1.5. that you are aware of the risks in using the services provided by the Company. These risks include the fact that you may lose all of the funds in your trading account if the market moves against you or in the case of failures, technical malfunctions of the site and other technical malfunctions, failures in the supply of quotations, force majeure etc.
- 3.1.6. that you will not be involved with, or initiate any form of market manipulation, including spoofing orders or otherwise under the threat of blocking the account in any case of identifying such violations;
- 3.1.7. that any withdrawal account number or cryptocurrency address you provide is your own and that you are in full control over this account or address;
- 3.1.8. that you are not located, incorporated or otherwise established in a jurisdiction where it would be illegal according to applicable law for you (by reason of your nationality, domicile, citizenship, residence or otherwise) to access or use the Services; or where the publication or availability of the Services is prohibited or contrary to local law or regulation, or could subject Company to any local registration or licensing requirements.

- 3.2. When accessing and using the Service, you must:
 - 3.2.1. not attempt to undermine the security or integrity of the Company's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
 - 3.2.2. not use, or misuse, the Services in any way which may impair or alter the functionality of the Services or Website, or other systems used to deliver the Services or impair or alter the ability of any other user to use the Services or Website;
 - 3.2.3. not attempt to gain unauthorized access to the computer system and servers on which the Website is hosted or to any materials other than those to which you have been given permission to access;
 - 3.2.4. not transmit or input into the Website any files that may damage any other person's computing devices or software; content that may be offensive; or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use);
 - 3.2.5. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.
- 3.3. You will ensure that all usernames and passwords required to access the Website are kept secure and confidential, and that it is your responsibility alone to ensure this. You will immediately notify the Company of any unauthorized use of your passwords or any other breach of security and the Company will reset your password and take other steps to ensure the security of your account and the platform.

4. Services of the Company

- 4.1. Loft offers its Clients access to trading a number of instruments in the

form of products, available on the Trading platform. The Company shall carry out all Transactions as provided in this Agreement on an execution-only basis, neither managing the account nor advising the Client. The Company is entitled to execute Transactions requested by the Client as provided in this Agreement even if the Transaction is not beneficial for the Client. The Company is under no obligation, unless otherwise agreed in this Agreement and/or other documentation/information on the Website, to monitor or advise the Client on the status of any Transaction, to make margin calls, or to close out any of the Client's open positions.

- 4.2. The Company shall facilitate the execution of trade activities/orders and/or Transactions of the Client but the Client hereby acknowledges and accepts that the Company shall not at any time provide any trust services and/or trading consultation or advisory services to the Client.
- 4.3. The Company shall not be financially liable for any operations conducted by the Client through the Account and/or on the Trading Platform.
- 4.4. Each Client shall be the only authorized user of the Company's Services and of the corresponding Account. The Client is granted an exclusive and non-assignable right to the use of and to access the Account and it is his/her responsibility to ensure that no other third party, including, without limitation, to any next of kin and/or to members of his/her immediate family, shall gain access to and/or trade through the Account assigned to her/him.
- 4.5. The Client shall be liable for all Orders given through his Trading Platform and any Orders received in this manner by the Company shall be considered to have been given by the Client. So long as any Order is submitted through the Client's Account or Trading platform, the Company shall reasonably assume that such Orders are submitted by Client and the Company shall not be under any obligation to investigate further into the matter. The Company shall not be liable to and/or does not maintain any legal relations with, any third party other than the Client.
- 4.6. If the Client acts on behalf of any third party and/or on behalf of any third party's name, the Company shall not accept this person as a Client and

shall not be liable before this person regardless if such person was identified or not.

- 4.7. The company does not provide investment, financial, tax or regulatory advice nor do we provide any other form of recommendation. You understand that you shall make your own assessment of any Transaction prior to entering into a trade, and shall not rely on any opinion, material or analysis provided by the Company.
- 4.8. We do not offer investment research, and any material containing market analysis is considered marketing communication and should not be treated as advice, recommendation or research.
- 4.9. Products are derivative products, and therefore you will not be entitled to own any underlying instrument. You also understand that no physical delivery of any underlying asset shall occur.
- 4.10. You agree that Loft is the only execution venue in relation to your Transaction, Orders and other trading activity under this Agreement. Although we may transmit your Orders for execution to third-party liquidity providers, contractually we are the sole counterparty to your Transactions.

5. **Risks related to Services**

In respect to all available Services provided by the Company, Client acknowledges, understands and agrees that:

- 5.1. Prices on the Trading Platform may be different from prices elsewhere. The Company will provide indicative prices for every Leveraged product to be used in trading, valuation of Clients positions and determination of Margin requirements. Although the Company expects that these prices will be reasonably related to prices of underlying assets available in the open market, prices reported by the Company may vary from prices available to banks and other participants in what is known as the open market. The Company will exercise considerable discretion in setting and collecting Margin.
- 5.2. Market recommendations are for information purposes only. The Company is not a financial advisor. The market recommendations provided by the

Company do not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any Leveraged products provided by the Company. Each decision by the Client to enter into a buy or sell Order or other Transaction with the Company and each decision whether such Order or other Transaction is appropriate or proper for Client is an independent decision by Client. The Company is not acting as an advisor or serving as a fiduciary to Client. Client agrees that the Company has no fiduciary duty to Client and no liability in connection with and is not responsible for any liabilities, claims, damages, costs and expenses, including attorneys' fees, incurred in connection with Client following the Company's trading recommendations or taking or not taking any action based upon any recommendation or information provided by the Company.

- 5.3. There is no central market or clearinghouse guarantee. Each Transaction, Order or position is a contract directly between the Company and the Client. There is no clearing house and no guarantee by any other party of the Company payment obligations to the Client.
- 5.4. There are no guarantees of profit or freedom from loss in Trading with our products. Client has received no such guarantees from the Company or from any of its representatives. Client is aware of the risks inherent in trading with our products and is financially able to bear such risks and withstand any losses incurred.
- 5.5. Customers may not be able to close or open positions. Due to market conditions, Website maintenance, technical issues, system failure or other circumstances the Company may be unable to close existing positions or open new positions or execute any other Transaction at the level specified by Client, and Client agrees that the Company will bear no liability for failure to do so.
- 5.6. Service interference and third party attacks. There may be third party or other attacks targeting computers/networks, spreading malware, running botnets, (D)DOS attacks, defacing websites, violations of network security, etc. which can material alter, intercept or otherwise interfere with the giving or execution of an Order or the transfer of funds to and from the Clients Account. Clients acknowledges, understands and accepts that the

Company shall bear no responsibility or liability whatsoever for it.

6. Costs, Commissions and Fees

- 6.1. The provision of Services and the performing of both trading and non-trading operations under the Agreement is subject to the payment of trade commission, deposit/withdrawal related charges and other fees (Fees) to the Company. Fees to the Company are disclosed on the Website.
- 6.2. The Company may change its Fees from time to time. The Company shall have the right to amend the fee schedule without prior notice to the Client.

7. Confidentiality and Personal Data

- 7.1. The Company may collect client information directly from the Client.
- 7.2. Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.
- 7.3. The Client agrees that the Company has the right to disclose all the information the Client has given to the Company in the following circumstances as and to the extent required:
 - 7.3.1. required by law;
 - 7.3.2. compelled by subpoena, court order, or other legal procedure;
 - 7.3.3. we believe that disclosure is necessary to prevent damage or financial loss;
 - 7.3.4. disclosure is necessary to report suspected illegal activity; or
 - 7.3.5. disclosure is necessary to investigate violations of our Terms of Service or Privacy Policy.

8. Communications with Clients

- 8.1. We will communicate with you via your registered e-mail, telephone or messages/notifications within your Account. All our contact details are available on our Website. Any communication from you to us shall be deemed effective on the date and time of reception by us. It is your responsibility to ensure you have read all and any communication we may send you from time to time via any communication method.
- 8.2. It is your responsibility to inform us about any changes in your contact details.
- 8.3. Both prior and after you become a Loft Client, you consent and agree that our official language is English language. The provision of any information, including marketing material, any translated version of the Agreement and/or any other communication, in a language other than English, is provided solely for convenience purposes and the legally binding version shall always be English language version of such documentation or communication.
- 8.4. Any communication sent to you by Loft is intended to be received by you only. You are responsible for keeping any information we send to you private and confidential.

9. Warranties and Representations

You acknowledge that:

- 9.1. You are authorized to access and use the Website; In particular, the jurisdiction where you reside, hold citizenship, or conduct business allows you to utilize Services;
- 9.2. Your use of the Website and the Service is at your own risk. You agree that the Company is not liable for any damages or harms arising out of your use of the Website and Service;
- 9.3. The information provided on the Website is for general information purposes only and is given in good faith, you must only act upon such information at your own risk, knowing that the Company will not be held liable for any resulting losses or damages. The information is selective

and the Company may not verify all information, which may not be complete or accurate for your purposes and should not be relied upon without further enquiry. The information should not be construed as a recommendation to trade or engage the Service provided by the Company in a particular manner;

- 9.4. The Company does not warrant that the use of the Website will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Website, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Website. The Company is not in any way responsible for any such interference that prevents your access or use of the Website and the Service. The Company is not responsible for any losses, expenses, costs, or damages resulting from interruptions, errors, or interferences.
- 9.5. The Company gives no warranty about the Website. Without limiting the foregoing, the Company does not warrant that the Website will meet your requirements or that it will be suitable for your purposes. To avoid doubt, all implied conditions or warranties are excluded insofar as is permitted by law including, without limitation, warranties of merchantability, fitness for purpose, title and non-infringement.
- 9.6. You warrant and represent that you are acquiring the right to access and use the Website and agreeing to the terms of the current Agreement for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees, or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Website or these terms.
- 9.7. Client does not intend to hinder, delay or defraud the Company or any other Clients of the Website or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union or in any place of the world.

- 9.8. The Company denies all liability for the operation and reliability of the Website when used within an Internet environment, where you or a third party is providing the computer equipment and/or internet services upon which the product is dependent upon for any part of its functionality.
- 9.9. By using Services you confirm that you understand that the timely operation of the Internet and the World Wide Web is governed by constraints beyond the control of the Company. You accept that the Company is not liable for any perceived slow operation of the Website, or any damages or losses that could result from slow operation of the Website.
- 9.10. By using this Service you accept that all trade executions are final and irreversible, and that the Company is not liable for the results of any trades/executions.
- 9.11. By using this Service you accept that the Company reserves the right to liquidate any trades at any time regardless of the profit or loss position.
- 9.12. The Company does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected, or that the Service will be available at any particular time or location. You assume full responsibility and risk of loss resulting from your use of the Service, and the Company is not liable for any resulting losses or damages.

10. Indemnity and Limitation of Liability

- 10.1. The Client shall indemnify and keep indemnified the Company and its directors, officers, employees or representatives against all direct or indirect liabilities (including without limitation all losses, damages, claims, costs or expenses), incurred by the Company or any other third party in respect to any act or omission by the Client in the performance of his/her obligations under this Agreement and/or the liquidation of any financial instruments of the Client in settlement of any claims with the Company, unless such liabilities result from gross negligence, wilful default or fraud by the Company. This indemnity shall survive termination of this

Agreement.

- 10.2. The Company shall not be liable for any direct and/or indirect loss, expense, cost or liability incurred by the Client in relation to this Agreement, unless such loss, expense, cost or liability is a result of gross negligence, wilful default or fraud by the Company. The Company shall have no liability to the Client whether in tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under and/or in connection with the Agreement.
- 10.3. The Company shall not be liable for any loss of opportunity as a result of which the value of the assets of the Client could have been increased or for any decrease in the value of the assets of the Client, regardless of the cause, unless such loss is directly due to gross negligence, wilful default or fraud on the part of the Company.
- 10.4. The Company shall not be liable for any loss which is the result of misrepresentation of facts, error in judgment or any act done or which the Company has omitted to do, whenever caused, unless such act or omission resulted from gross negligence, wilful default or fraud by the Company.
- 10.5. The Company shall not be liable for any act or omission or for the insolvency of any counterparty, bank, custodian or other third party which acts on behalf of the Client or with or through whom Transactions on behalf of the Client are carried out.
- 10.6. The Company is committed to ensure continuity of the Services on the Website. However, The Company assumes no responsibility for any error, omission, deletion, interruption, delay, defect, in operation or transmission, communications line failure, theft or destruction or unauthorized access or alteration of the site or Services. The Company declines the responsibility for any problems or technical malfunction of any telephone networks or lines, computer online systems, servers or providers, hardware or software, or any technical failure because of technical problems or traffic congestion on the Internet, the site or any Service. To the extent permitted by applicable law, in no event shall we be liable for any loss or damage arising from use of the site or Services for any content posted on or through the site or Services, or the conduct of all users of the site or

Services, whether online or offline.

- 10.7. THERE IS NO EVENT THE COMPANY OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER TO YOU, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION THE QUALITY OF THE USEFULNESS OF INFORMATION PROVIDED THROUGH OR AS PART OF THE SITE OR ANY INVESTMENT DECISION MADE ON THE BASIS OF THE INFORMATION, WHETHER THE DAMAGES WERE PREDICTABLE OR NOT AND WHETHER OR NOT THE COMPANY HAS BEEN ACQUAINTED WITH THE POSSIBILITY OF SUCH DAMAGES. LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL THE COMPANY CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT OF MONEY YOU TRANSFERRED OR DEPOSITED IN YOUR ACCOUNT ON THE SITE IN CONNECTION WITH THE TRANSACTION GIVING RISE TO SUCH LIABILITY.
- 10.8. It is the Client's responsibility to verify that all Transactions and Service received are not contradictory to any applicable law and to undertake any other legal duty emanating from the use of Website at the Client's sole option, discretion and risk, and the Client is solely responsible for ascertaining whether it is legal in the Client's jurisdiction and/or place of residence. The Client holds sole liability for all Transactions in his trading Account, including all credit/debit card Transactions or other means of deposit and withdrawal transactions.
- 10.9. The Client is responsible for securing his/her username and password for his account. The Client holds sole responsibility for any damage caused due to any act or omission of the Client causing inappropriate or irregular use of the Client account.
- 10.10. It is clearly stated and agreed by the Client that the Client bears sole

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

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

11. Force Majeure

- 11.1. The Company shall not bear responsibility to any harm or any form which shall be caused to a Client in the event that such harm is the result of a force majeure and any outside event which is not in the control of the Company. The Company shall not bear any responsibility for any delay in communications or failure in the Internet, including, without limitation, computer crashes or any other technical failure, whether caused by the telephone companies and various telecommunication lines, the ISP computers, the Company's computers or the Client's Computers.
- 11.2. If the Company has sufficient grounds, it may claim force majeure events. Force majeure events include (without limitation):
- 11.2.1. any action, event or occurrence (including, but not limited to, any strike, riots or civil strife, terrorist acts, wars, natural disasters, accidents, fires, floods, storms, power outages, interruptions in the operation of communication equipment, software or electronic equipment, incorrect operation of any kind of equipment or software, the instability in the quote stream, interruptions in the operation of or the instability of liquidity providers, etc.), which, in the Company's reasonable opinion, led to the destabilization of the

- market or the markets for one or more assets (instruments);
- 11.2.2. the suspension of work, the liquidation or closure of any underlying instrument or the absence of any event on which the Company bases prices, or the imposition of restrictions or special or non-standard terms of trade in any underlying instrument, or in respect of any such event.
- 11.3. If the Company has established that a force majeure event occurred, the Company has the right (without prejudice to the Company's other rights) to take any of the following steps without prior written notification and at any time:
 - 11.3.1. cancel any or all Transactions and/or Orders the result of which is directly or indirectly caused by force majeure;
 - 11.3.2. suspend or amend the application of one or all provisions of the Agreement as long as the force majeure event makes it impossible for the Company to comply with these provisions;
 - 11.3.3. take or, on the contrary, not take any action in respect of the Company, the Client or other clients, if the Company reasonably deems it appropriate under the circumstances.
- 11.4. The Company assumes no liability for breach (improper discharge) of obligations if force majeure events interfered with that discharge.

12. Duration and Termination of the Agreement

- 12.1. The Agreement herein shall be concluded for an indefinite term.
- 12.2. The Agreement herein shall come into force when the Client accepts these terms and conditions during account opening/ registration procedure on the Website or through the mobile application.
- 12.3. In case of any discrepancies between the text of the Agreement in English and its translation in any other language, the text of the Agreement in English as a whole shall prevail, as well as the English version/text of any other documentation/information published on the Website.
- 12.4. The Agreement *may* be terminated in any of the following circumstances:
 - 12.4.1. Each Party shall be entitled to terminate this Agreement at any time

by giving to the other Party 15 (fifteen) days written notice. During the 15 days notice, the Company may limit the services available to the Client, however access will be granted in order for the Client to withdraw any remaining balance.

12.4.2. The Company shall be entitled to terminate this Agreement immediately, close all open positions, block the Client's account, and return any remaining funds (if applicable) and without giving prior notice under the following circumstances:

12.4.2.1. Death or legal incompetence of the Client.

12.4.2.2. If any application is made or any order is issued The Agreement herein shall be concluded for an indefinite term.

12.4.2.3. The Agreement herein shall come into force when the Client accepts these terms and conditions during account opening/ registration procedure on the Website or through the mobile application.

12.4.2.4. If the Client does not access the platform for a period greater or equal than 18 (eighteen) months.

12.4.2.5. The Company has suspicion based on available information that the Client:

12.4.2.5.1. Is and/or has been using fraudulent means or was involved in a fraudulent scheme

12.4.2.5.2. Has illegally and/or improperly and/or unfairly and/or otherwise gained an unfair advantage, over and/or to the detriment of (i) other clients of the Company and/or (ii) the Company;

12.4.2.5.3. Has unjustly enriched by using information which was intentionally and/or negligently and/or otherwise concealed and/or not disclosed in advance by the Client to the Company and/or for which if the Company had known in advance, it would have not consented and/or it would not have authorised the use of such information by the Client for the purposes of this Agreement; and/or

12.4.2.5.4. Has performed acts with the intention and/or effect of

- manipulating and/or abusing the market and/or the Company's trading systems and/or deceiving the Company and/or defrauding the Company; and/or
- 12.4.2.5.5. Has acted in bad faith during the performance of his obligations under the Agreement.
 - 12.4.2.5.6. The Client being guilty or the Company has suspicions that the Client is guilty, of malicious conduct or gross negligence or fraud or of using fraudulent means or was involved in a fraud scheme in relation to the performance of this Agreement.
 - 12.4.2.5.7. In case the Client receives 2 warnings regarding verbal abuse against employees of the Company.
 - 12.4.2.5.8. The Client has initiated a chargeback in relation to the funds held in the Client's Account. In case the Company identifies that the Client created any additional trading Account(s) following the chargeback dispute, the Company shall be entitled to without giving prior notice terminate the Agreement immediately, close all open positions, block the account(s), and return any remaining own funds (if applicable) excluding profits.
 - 12.4.2.5.9. Where the Company identifies that the Client is involved and/or is using a high frequency trading software with the purpose of manipulating the Company's systems and/or Trading platform and/or has illegally and/or improperly and/or maliciously and/or knowingly gained an unfair advantage over and/or to the detriment of other Clients of the Company and/or the Company and/or this high frequency trading software is designed to abuse the Company's systems and/or Trading platform.
 - 12.4.2.5.10. Where the Company identifies that the Client's funds and/or payment account(s) have been used to fund a third party account and it has reasonable suspicion that the Client and/or third party is circumventing any of the

clauses of the present Agreement by doing so and/or is acting in collaboration with a third party circumventing any of the clauses of this Agreement.

12.4.2.5.11. Where the Company suspects or has evidence that Client is engaged in suspicious trading or other activity or have breached any of the above terms or warranties. This may result in the unwinding of any Transactions and/or Orders the Client have entered into, including the liquidation of any open positions.

13. Assignment

13.1. The Agreement shall be personal to the Client and the Client shall not be entitled to assign or transfer any of his/her rights or obligations under this Agreement. The Company may at any time assign or transfer any of its rights or obligations under this Agreement to a third party.

14. Governing Law

14.1. All the terms and conditions of this Agreement as well as any matters pertaining to this agreement, including without limitation to matters of interpretation or disputes, shall be governed by the laws of St. Vincent and the Grenadines.

14.2. The Company and the Clients irrevocably submit to the jurisdiction of the courts St. Vincent and the Grenadines. The Company shall be entitled to use the interpreter's services during the court trial in case of dealing with disputable situations according to the legislation of the St. Vincent and the Grenadines.

15. Severability

15.1. If any term, provision, covenant or restriction of this Agreement is held by a Court of competent jurisdiction to be invalid, illegal, void or

unenforceable, the remainder of the Agreement, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions of the Agreement without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

16. **Intellectual Property**

- 16.1. The Company has exclusive intellectual property rights on all content, trademarks, services marks, trade names, logos and icons that are the property of the Company, its affiliates and agents, and are protected by copyright laws and international treaties and provisions. All Clients agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that the client receives from 3rd persons or downloads and prints from the Website of the Company.
- 16.2. Clients will not obtain any intellectual property rights in, or any right or license to use such materials or the site of the Company, other than as set out in this Agreement. Images displayed on the Website of the Company are either the property of the Company or used with written permission.
- 16.3. The Client agrees not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property rights (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of the Company.
- 16.4. By submitting content about the Company and/or it's Services to any public area in the internet, including but not limited to blogs, message boards, and forums, you grant the Company a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute,

communicate to the public, perform and display the content (in whole or in part) worldwide and to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content.

17. Taxes

- 17.1. The company is not a tax agent and thus shall not provide clients' financial information to any third parties. This information will not be disclosed unless officially requested by government authorities. Client irrevocably accepts full responsibility for his/her actions according to current tax legislation valid at the place of residence/living of the Client regarding any performed Transactions, included but not limited to revenue/income tax.

18. Contacting us

- 18.1. If you have any questions about this Agreement, please feel free to contact us or to write to us at email: support@loft.trade