



DIRECTPRIME

TERMS OF SERVICE

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1. Terms of Service

- 1.1. Users must adhere to the official Terms of Service (“**TOS**”) when using our products and facilities. You should read this TOS thoroughly to avoid any conflicts or complications in the future. If you disagree with being bound by the conditions herein, you should discontinue using our Services.
- 1.2. This TOS may serve as a reference to address contingencies that may arise due to the underlying commercial relationship between our clients and us.
- 1.3. We have extended published terms as supporting documents to this TOS, namely **Privacy Policy, Risk Disclosure, Know-Your-Customer (“KYC”) Policy, Anti-Money Laundering (“AML”) Policy, Order Execution, Complaint & Dispute, and Refund Policy**. These documents form the entirety of this TOS and are integral hereto.
- 1.4. The Services and products we provide entail risks and can work to your advantage or disadvantage. Due to the significant risks of trading Derivatives and other leveraged products, you should only conduct transactions with us if you understand the nature of our business. You should carefully assess the extent of your risk potential and consider whether trading is appropriate for you based on your experience, objectives, risk appetite, and other relevant factors.
- 1.5. By their nature, all provisions indicated in this TOS shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.
- 1.6. We use English as our official language in contracts and agreements, where a translation of this TOS or other documents may be provided for convenience only. However, the English version of agreements, contracts, and documents we provide will always prevail in case of any language translation discrepancy.

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2. Introduction

- 2.1. Direct Prime Ltd. (the "**Company**," "**Direct Prime**," "**we**," "**us**," or "**our/s**") is incorporated in the Autonomous Island of Mwali, Comoros Union, with Business Identification Number HY01022038, and has obtained an International Brokerage license under the license number T2022144. The Company's official website is www.Direct-Prime.com (the "**Site**").
- 2.2. We have established the Terms of Service, which is a legally binding agreement, to govern the relationship between the Company and its official users (the "**Client**," "**you**," "**your/s**," or "**user/s**"), including our ownership rights to our Services.
- 2.3. Included herein are the terms and conditions you need to accept before using our Site and Services. Therefore, by continuing to use our Services, you agree that you have read and understood this TOS and the separate applicable policies.
- 2.4. The Site and its original contents, features, and functionalities are owned by Direct Prime Ltd. and protected by international copyright, trademark, patent, trade confidentiality, and other intellectual proprietary rights.

3. Scope of the TOS

- 3.1. This TOS shall commence upon successfully registering the trading account, where the terms herein must be read carefully before investing and trading on our platform.
- 3.2. This TOS, including our Site, Services, platforms, and products, is not applicable in the territory of the United States of America. Additionally, you are responsible for acting according to the laws of your jurisdiction, where you ensure that the activities we offer and provide are allowed in your country.
- 3.3. This TOS governs your trading and financial transactions, such as the orders and trades you place, the conditions when depositing and withdrawing funds, and other activities under your Account.
- 3.4. Included herein are the terms and conditions you must adhere to when using our Site, products, mobile and web applications, software, trading and investing services, copyright services, any downloadable material from the Site, financial information we provide, any marketing or trading materials and content found on the Site, electronic content including the real-time data of the exchange rate or price of some currencies, indices, stocks, commodities, cryptocurrencies, CFDs, and other instruments and tools used when trading, and other services we may add in the future (collectively the "**Services**").
- 3.5. While we may provide additional agreements or contracts (the "**Additional Agreement**") during your trading course with us, this TOS precedes any other written or verbal agreements, arrangements, and statements. Accordingly, you accept that breaching this TOS and any additional agreements may result in penalties or termination of this TOS.

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- 3.6. Some agreements and contracts may require your electronic signature, which we will send via email. Therefore, you should ensure that your registered email is active to avoid delays when receiving such electronic documents. You acknowledge that your electronic signature is equivalent to and as binding as your handwritten signature.
- 3.7. You are responsible for complying with this TOS and with the terms of other supporting policies and additional contracts as provided throughout your trading course.
- 3.8. Moreover, this TOS will cover the following:
 - a) A description of the Services we provide on our Site, platforms, and other facilities
 - b) The terms when conducting a financial transaction with us, including deposits, withdrawals, and refunds
 - c) The process when creating an account with us, including the account verification steps
 - d) The procedures when terminating this TOS or canceling our Services
 - e) The necessary terminologies and their definitions as set out under 5. Interpretations
 - f) General trading disclaimers, including Site and Service-related disclaimers
 - g) Conditions when using our trading services and products, including the platforms and applications
 - h) Reference to any age and country restrictions
 - i) Restrictions and limitations of our Services and user conduct
- 3.9. Some Services and products may have separate terms and conditions of access and use. You are responsible for acknowledging those terms and conditions set separately or additionally.

4. Changes to this TOS

- 4.1. We have the right to amend and modify the Terms of Service from time to time, effective immediately. We may but are not obligated to notify you regarding such changes to this TOS, whether such changes are relevant to you.
- 4.2. Through your continued use of our Services, you acknowledge the applicable changes or adjustments to this TOS and agree to comply accordingly.

5. Interpretations

- 5.1. '**Access Data**' are all the login credentials and passwords related to the Client's trading account(s), Client Dashboard, or any other data providing access to our Services.
- 5.2. '**Account**' can refer to the Client's trading account, either your Trading Platform or Site account.

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- 5.3. **'Ask'** is the higher price in the Quote at which you may open a 'Buy' order.
- 5.4. **'Averaging Up or Down'** is when an investor trades more of the Instrument as its price goes up or down.
- 5.5. **'Balance'** is the total amount of the Trading Account, including all profits, deposits, and withdrawals
- 5.6. **'Base Currency'** is the first currency in a Currency Pair.
- 5.7. **'Bid'** is the lowest price in the Quote at which you may open a 'Sell' order.
- 5.8. **'Bonus'** is a type of promotion we may provide as additional trading funds to your Account, subject to separate terms and conditions.
- 5.9. **'Business Day'** is any working day from Monday through Friday, except any official holidays we recognize and announce.
- 5.10. **'Capital Gain'** is when the value of an Instrument goes beyond its purchase rate.
- 5.11. **'Capital Loss'** is when there is a reduction in an Instrument's present rate against its purchase rate.
- 5.12. **'Client ("you," "your/s")'** refers to the official user of our Services who has opened a Trading Account with us.
- 5.13. **'Client Dashboard'** is the Client's personal account area found on the Site when logged in to the Account's profile. The Client Dashboard is for private use, allowing you to manage your personal information and other Trading Account settings.
- 5.14. **'Client Data'** refers to any information we obtain from the Client related to his or her personal information or trading account.
- 5.15. **'Client Terminal'** is the Trading Platform or any other software in all its versions that the Clients may use to obtain information from financial markets in real time. Clients may also perform different market activities on the Client Terminal, such as performing market analysis and research, opening, closing, modifying, and deleting orders.
- 5.16. **'Commission'** is the payment charged by a legal entity or us to provide the applicable Services.
- 5.17. **'Company ("Direct Prime Ltd.," "we," "our/s," "us")'** is our entity, including our workforce and authorized representatives.
- 5.18. **'Contracts for Differences ("CFDs")'** are financial products that allow you to trade on the price movements of an underlying product.
- 5.19. **'Currency'** is a country's system of money in general use, where the **'Trading Account's Currency'** refers to the currency that the Account uses in all calculations and operations.
- 5.20. **'Currency Pair'** is the exchange rate of one currency against another, namely the Base Currency and Quote Currency.

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- 5.21. **'Day Trader'** and **'Day Trading'** is an investor who characteristically clamps Instruments for a short period through a Day Trading strategy.
- 5.22. **'Derivative'** is a contract for the price difference based on fluctuations in the price of the underlying stock or stock index.
- 5.23. **'Dispute'** refers to any argument between the Client and the Company, where either party has reasons to assume that the other party breached one or more terms in this TOS due to any action or failure to act.
- 5.24. **'Electronic Trading'** or **'Online Trading'** means trading securities, stocks, currencies, cryptocurrencies, indices, energies, metals, commodities, and CFDs through our Online Trading Platform.
- 5.25. **'Energy'** refers to commodities traded in the energy market, including crude oil and gas.
- 5.26. **'Execution'** may refer to the act of opening or trading a position of an instrument in the market.
- 5.27. **'Floating Profit/Loss'** is the current profit or loss on Open Positions calculated at the current price.
- 5.28. **'Forecast'** is an analysis of the markets statistically or technically, where a specific Instrument is given a target price.
- 5.29. **'Free Margin'** refers to the remaining funds in your Trading Account, which can be used to open a position. The calculation for Free Margin is $\text{Free Margin} = \text{Equity} - \text{Required Margin}$.
- 5.30. **'Fund'** means the Trading Account's current balance value and credits.
- 5.31. **'Hedge'** or **'Hedging'** is when you trade the same Instrument and volume with opposite market orders.
- 5.32. **'Initial Public Offering (IPO)'** is the stock launch where a company's shares are sold to institutional and retail investors.
- 5.33. **'Instrument'** is any currency pair, stock, index, metal, energy, and other commodities; also referred to as 'Trading Instrument.'
- 5.34. **'Leverage'** is the virtual credit we provide that allows you to increase your trading ability and expand your market exposure.
- 5.35. **'Long Position'** is a buy order through buying the Base Currency against the Quote Currency.
- 5.36. **'Lot'** may refer to the size of a trade or the unit of measure for a trade's volume.
- 5.37. **'Margin'** is the fund amount required to maintain Open Positions.
- 5.38. **'Margin Call Level'** is a notification when the Margin Level falls below a certain level where your Trading Account needs more Margin.
- 5.39. **'Margin Level'** is the ratio of Equity to the Required Margin. Its calculation is $\text{Margin Level} = (\text{Equity} / \text{Required Margin}) * 100\%$.
- 5.40. **'Open Position'** refers to an ongoing Long Position or Short Position on the Trading Account.

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- 5.41. **'Opening Price'** refers to the initial price of an Instrument at the start of a session, while **'Closing Price'** refers to the last price of an Instrument at the end of a trading session.
- 5.42. **'Order'** is an instruction on how you prefer to enter or exit a trade, depending on how you set the Order on the Trading Platform.
- 5.43. **'Precious Metal'** refers to spot gold or silver.
- 5.44. **'Price Gap'** or market gap refers to sharp breaks in an Instrument's opening price from its previous market session's closing price.
- 5.45. **'Quote'** is the current Bid and Ask price of a specific Instrument.
- 5.46. **'Quote Currency'** refers to the second currency in a Currency Pair which can be used to determine the value of the Base Currency.
- 5.47. **'Services'** refer to the trading products and Services we provide as defined in 3.4. hereunder.
- 5.48. **'Site'** refers to our official website Direct-Prime.com.
- 5.49. **'Short Position'** is a sell order through selling the Base Currency against the Quote Currency.
- 5.50. **'Spread'** is the difference between Bid and Ask prices.
- 5.51. **'Trading Account'** refers to your personal Client Account with Direct-Prime.com, where you can carry out financial and trading transactions, such as placing orders, deposits, and withdrawals.
- 5.52. **'Trading Platform'** is our software that provides real-time Quotes and charts and allows executing, modifying, removing, and placing Orders.
- 5.53. **'Volatility'** refers to the amount measured by which market price fluctuates in a specific period.
- 5.54. **'Volume'** refers to the number of stock shares, units, or contracts traded throughout a specific period.

6. Intellectual Property

- 6.1. Our Trading Platform, Site, and Services, including the applicable software found on the Site, software codes, documents, manuals, educational materials, promotional contents, trademarks, logos, texts, layouts, graphics, videos, and other materials with copyrights, are protected by the local and international intellectual property rights. Therefore, we hold exclusive rights to such properties, except for the applicable third-party providers' materials, content, and other services.
- 6.2. We have the right to the intellectual property of the software and other related materials used within our Trading Platform. Additionally, the distributed and received copyrights, trademarks, databases, and other associated properties or rights in any data or information will remain our exclusive property unless the relevant third party is legally identified as the owner of such rights.

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- 6.3. You understand and agree that you and any third party hold no right to copy or plagiarize our property. All our intellectual property assets are prohibited from being published, reproduced, sold, and distributed. We have the right to pursue legal action if we prove a breach of use related to our properties.
- 6.4. You agree that you only have the right to access our properties according to the conditions of this TOS and as granted by us or our legitimate third-party licensors. In case you encounter a violation of our property rights, you must notify us via our official email or through our available means of communication.
- 6.5. All recorded conversations via phone calls, emails, and live chat between you and any authorized representatives are part of our property. Such communication records are stored for quality assurance and business purposes only. Furthermore, we have the right to reject any request from clients or third parties to be provided with such communication records for data privacy reasons.
- 6.6. Accordingly, you agree that such records can be used as admissible proof of communication between you and the Company, which can be delivered to any court, regulatory, or government authorities if the circumstances call for it.

7. Client Suitability

- 7.1. By creating a Trading Account with us, you warrant that you are at least 18 years old or what the applicable laws define as legal age. You also warrant that you are intellectually stable and legally competent to be our Client. Additionally, you are responsible for complying with your jurisdiction's laws, where the types of Services we provide are authorized in your country.
- 7.2. You acknowledge the entirety of 17 CFR 230.902, including the definition of "**US person**" herein. Accordingly, you agree that you are not a US person nor transacting on behalf of a US person. You further agree that if you become a US person or will transact on behalf of a US person, you will immediately discontinue your use of our Services.
- 7.3. US persons include but are not limited to the following:
 - a) Any natural resident of the United States
 - b) Any person who is physically present in the United States at the time of using our Services
 - c) Any partnership, corporation, trust, or other legal person organized or incorporated under the US laws or having a principal place of business in the US
 - d) Any discretionary or non-discretionary account of a US person, and
 - e) Any other person defined in 17 CFR 230.902
- 7.4. In compliance with the Anti-Money Laundering law and our AML Policy, you hereby confirm that you are not a politically exposed person ("**PEP**") or related to a politician in any way. We have the right to terminate the Trading Account immediately of any politically associated user.

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- 7.5. If you act in connection with or on behalf of a third party, whether or not you identify that person, we will not accept that person as an indirect client, and we will carry no obligations to them unless expressly agreed in writing with our authorization.
- 7.6. In a separate document, the Risk Disclosure includes the risks associated with our Services. Accordingly, you must ensure that you fully understand the risks therein before accepting the Terms of Service. Consequently, we are not liable for any loss or damage related to the Risk Disclosure if the user fails to comprehend the document.
- 7.7. You accept the terms and conditions before using our services entirely and effectively. Our services are offered only to users who are not restricted by their governing jurisdiction's laws and any other applicable regulations. Accordingly, you should not access the services or participate in the activities if prohibited by such laws. You agree, warrant, and ensure your compliance with all applicable regulations and statutes. Furthermore, we do not assess a financial instrument's compatibility with your chosen transaction or requested Services.
- 7.8. Any information stated herein should not be interpreted as a solicitation to buy or sell any security or other financial instruments through our exchange facilities. The only entities that can provide financial services or offer to buy or sell securities to US residents are those who are legitimately registered as brokers, dealers, or investment advisers with federal and state regulatory authorities in the United States and its territories and possessions, including the jurisdictions where the applicable securities are registered, unless an exemption from registration is available for such a broker, dealer, or investment adviser and the specific type of transaction or product involved.

8. Collected Data

- 8.1. You agree to comply with our KYC Policy and all verification procedures requiring your identification and proof of address documents. You further agree that by submitting those documents, all information and details therein are true, correct, and accurate.
- 8.2. You must notify us immediately regarding any changes in your registered personal information. We are not responsible for any delay or issue that may arise related to your personal data and trading account if you do not notify us immediately regarding your information update.
- 8.3. We may collect Client information and personal details from several groups or governing agencies such as banks, financial institutions, fraud prevention and regulatory agencies, and registered public providers. We will treat the Client's information as confidential. Collected information will not be used for purposes other than related to the Company's businesses.
- 8.4. The collected information and personal details include your complete name and address, date of birth and age, country of your current and original residence, email address, and contact number. We may also request your objectives and other relevant information to complete your trading account portfolio. The required documentation includes your identification cards and numbers, residence certificate, and other registration numbers. The provision of all required documents complies with the KYC Policy.

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- 8.5. The mentioned documents and information can be collected by us when you register on the Site, by completing any electronic form on the Site, and by sending or submitting scanned copies of the documents. You may submit the KYC documents by sending them to our official email or uploading them to the trading account. Any KYC document can be rejected if it does not include the required information or when we see fit.
- 8.6. Once the trading account's registration is completed, you acknowledge that you are not allowed to modify your information, including the registered name. If you intend to update any account information, you must send a written request via email.
- 8.7. You acknowledge that all official communications between the Company and the Client (e.g., customer-support messages, emails, and phone calls) are recorded and saved by us. Such communication records are our property and are only used for quality assurance and business purposes. Furthermore, you consent that the recordings can be used to validate communication between the Parties.
- 8.8. In compliance with the applicable data privacy policies and to prevent data misuse, we have the right to refuse to provide the communication records to any Client or third party.
- 8.9. Your information may be disclosed in the following circumstances:
- a) Request from the law or high court, including regulatory law requests from the jurisdiction that has the power over the Company and its associates
 - b) Third-party execution where orders and other ancillary purposes require such information
 - c) An investigation by related authorities to prevent illegal activities such as fraud and money laundering
 - d) Professional advisors from the Company with the confidential nature of the Company are informed beforehand
 - e) Company affiliates to provide complete services to the Client
 - f) Third parties that are in charge of maintaining and processing the system database and record-keeping companies, and other similar service providers
 - g) Authorized organizations for legal purposes
- 8.10. We have the right to disclose the relevant KYC records to our service affiliates, including banks and Payment Service Providers (the "**PSPs**"), for business purposes and to provide you with a full-service experience.
- 8.11. We work with various financial institutions (banks, credit card companies, and fintech companies) as part of the regular course of business. Therefore, we and our affiliates are entitled to obtain records of your financial transactions, including deposits, withdrawals, and fund transfers.
- 8.12. We are not obliged to provide any information or records, including internal documents, and therefore may decline requests from the Client or any third party to protect the Company's data privacy and prevent the illegal use of data.

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- 8.13. In some cases, we may request additional documentation requirements to verify your identification or transaction further. Documentation may vary among countries where the Client resides. The set of required documents may also vary depending on the payment method you use as required by the PSP. You should comply accordingly with the additional documentation request to avoid issues in your trading course.
- 8.14. Agreeing to this TOS affirms your consent to the data being placed under these provisions and the laws of the jurisdiction where you currently reside.
- 8.15. Any status confirmation, account status, confirmation on orders, and other messaging transactions between both parties may be sent through an electronic form, where we will keep a record.
- 8.16. You should provide a working and valid email address for regular business communication with our representatives and us. You will be responsible for informing us of any changes in your email address and other relevant information.
- 8.17. The authorization of the transactions you make is compelled upon our approval. This includes electronic resolutions where the transaction will be valid only after it receives our approval. Permission for third-party transactions will only be given after we receive written consent from the third party to conduct the transaction and your written consent for this transfer.

9. Electronic Signature

- 9.1. You acknowledge the use of electronic signatures related to electronic transactions and documents. You agree that your electronic signature is a legal equivalent of your manual signature on this term.
- 9.2. Electronic documents, forms, instructions, and communications can be received through email. However, if your email is temporarily or permanently unavailable or inaccessible, or if your registered email has changed, you must contact us immediately to avoid further complications regarding receiving any electronic document.

10. Services

- 10.1. This TOS covers all the services and activities we offer. Usage or access to services and engagement with activities not included in the scope of this TOS can indicate unauthorized or unlawful use. Therefore, you must contact us directly for permission if you intend to engage in activities not included herein.
- 10.2. Any user who requires the use, access, or benefits of our services must strictly follow the conditions and procedures outlined for the applicable services and this TOS. In the event of failure to abide by the proper procedures, we reserve the right to deny requests or transactions made by a third party who is not recognized as our Client or affiliate.

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- 10.3. You can choose from the different types of accounts we offer based on your preferences and financial commitments. We shall keep the accounts open provided that:
- a) You bear the full responsibility of your choice to open the accounts held in your name with the Company; and
 - b) You acknowledge and undertake to perform the additional obligations, risks, and responsibilities attached to each offered Account.
- 10.4. The following are the procedures for a user to become our official Client:
- a) Successful registration and opening of an account with us on our Site.
 - b) You are sent an email with an automatically generated password to access the Account.
 - c) Linking the email provided to the registered Account.
- 10.5. By agreeing to this TOS, you acknowledge that the separate documents, procedures, rules, terms, and conditions of the PSPs affiliated with us to administer payment methods are fully binding. Accordingly, you hereby ratify such separate documents, procedures, rules, terms, and conditions as they may apply to your funds.
- 10.6. You further acknowledge and ratify the legal documents, procedures, terms, and conditions of using the official trading platforms affiliated with us.
- 10.7. After registering successfully with us, you will receive an email with your Trading Platform information, including the trading account number and password. If you prefer to use another available trading platform, you acknowledge that the platform's terms and conditions shall be binding upon your use of the platform.
- 10.8. We may provide informative articles, newsletters, videos, and other educational materials periodically for your reference and convenience. However, we are not obligated to provide you with these materials anytime.
- 10.9. You acknowledge that the trading and investment decisions made on your Trading Platform and Account are your sole responsibility and choice. We may but are not obligated to provide trading portfolios that match your experience level and objectives. Still, you are accountable for the decisions in investing or trading any instrument or assets we offer.

11. Access to Services

- 11.1. You agree to complete your obligations as our Client and will neither engage your Trading Account in illegal activities nor violate any part of the Terms of Service.
- 11.2. Offers, Invitations, and other promotions from the services do not translate to guaranteed legal access to any of our services. You shall be held primarily responsible for determining whether you are eligible to access the Services we offer. We will not issue any statement or warranty about the legality of its services in the jurisdiction where you reside or are currently located. It will also be your sole responsibility to ensure compliance with the laws applicable to you before registering or accessing the Services through the Site.

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- 11.3. After completing the registration form and submitting the documents required for account creation, we will assess such documents and information. Confirmation will then be sent via email, including your Trading Account's verification.
- 11.4. Following successful registration or account creation, we will require an initial deposit before you can start trading. The minimum initial deposit required may be changed and determined by the Company from time to time.
- 11.5. In order to determine if a service, product, or promotion we offer suits you or not, information regarding the familiarity of your investment may be obtained, where it is subject to all applicable regulations that the Company is obliged to follow. If you fail to provide the required information, it may result in our inability to determine the appropriateness of our Services to you. Therefore, based on the provided information, we will assume that you are familiar with our nature of business. We will not be held liable for any incomplete information regarding your familiarity with the Services and transactions.
- 11.6. We may choose to offer the following services after the fulfillment and accomplishment of the obligations given to you:
 - a) Client order receiving and transmitting of derivative trades
 - b) Order execution of derivatives and other marketable assets
 - c) Provision of foreign currency services as long as reception and transmission services are associated
 - d) Trading services related to the financial market

12. Market Information

- 12.1. Market information and signals may be provided from time to time as part of our Services. Such information may include commentary on the financial markets, news reports, and other related analyses. However, such market data or analysis is generally known information or might be the judgment of our personnel or third-party representatives.
- 12.2. You agree that we are not obligated to provide any market information. However, if we do, such information should not be interpreted as the Company's advice or recommendation to trade.
- 12.3. Any information we provide is subject to changes and may vary based on time, language, or jurisdiction. Therefore, we do not guarantee that all provided information is correct, complete, and accurate.
- 12.4. We do not provide guaranteed advice to Clients about the possible results of any trade or transaction. You acknowledge that any service we offer does not come with any investment advice regardless of the Service we provide you, including access to the financial markets, instruments, derivatives, and underlying markets.
- 12.5. We are not responsible for providing legal counsel or advice about using the Site, Services, Trading Accounts, and Trading Platform. Therefore, you agree to be solely accountable for your judgment and bear the risks when entering our facilities.

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- 12.6. General market information and related materials can be found on the Site but may not guarantee favorable results and financial merits. Therefore, if you use such information for your trades and investments, such execution will be considered your independent decision.
- 12.7. The information does not accommodate your situation and, therefore, should be considered whether it is appropriate to your needs. You may seek independent professional advice where applicable. Any action you take related to our provided information is strictly at your own risk. We are not responsible for the loss or damage from using such information for your trades or investments.
- 12.8. Furthermore, you agree not to distribute any information, documents, or data to third parties, mainly if such information is intended for personal use or reference only.

13. Account Types

- 13.1. We offer different Account types that suit various needs to match the trader's experience, expertise, background, and preference. The different account types and their inclusions can be found on the Site.
- 13.2. We have the right to keep some of the Account types unavailable to the Clients, which can be caused primarily by jurisdictional issues. We also have the right to modify, adjust, or replace the features of each Account type at our discretion.
- 13.3. The minimum amount required to keep a Trading Account active is \$100.00. Trading Accounts that do not meet the minimum amount are subject to termination or restriction of Services. Therefore, by creating an Account with us, you agree that you are capable of maintaining the minimum amount to avoid immediate termination.
- 13.4. You are at liberty to choose the most suitable account type available for you. The live accounts we offer can be used to perform your transactions and trading activities.
- 13.5. We offer Live Accounts with different currencies. However, where your local or functional currency is unavailable, you can still choose from the available currency options. The fund you deposit and withdraw will be converted automatically. You acknowledge that the conversion rates are computed systematically and subject to changes beyond our control.

14. Trading Account

- 14.1. When you open a Trading Account with us, you will have different options for its currency. From the available currencies we offer, you may opt for the one that works best for you, which will be your primary currency in transactions and throughout your trading course.
- 14.2. You hereby guarantee that all trades entered into your Trading Account are made at your sole discretion and personal assessment.

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- 14.3. Sharing your Trading Account with an anonymous user is not allowed for security reasons. If you share your Trading Account with another user, a written letter of request must be sent to our email subject to our approval.
- 14.4. Clients may appoint an authorized third party to manage the Trading Account on behalf of the Client, subject to our approval. If we approve such an appointment of a third party, he/she may place trades and orders in your trading account and perform other trading activities. We may also accept other actions that the authorized third party can perform upon the Client's instructions in a written agreement, subject to our approval.
- 14.5. We will continue to accept the relevant third party's trading activities, orders, and instructions, where such actions will be considered approved by you unless you provide an official written notice of the third-party access termination. Revoking the third party's access must be sent to our official email address 14 days before the effective termination date.
- 14.6. Upon appointing an authorized third party, you are responsible for determining, assessing, and monitoring the third-party activities in your trading account. Additionally, you must ensure your appointed third party understands and accepts this TOS and the other applicable policies. Therefore, you are accountable for the appointed third party's unauthorized or prohibited trading activities, including any unlawful transactions under your Trading Account.
- 14.7. Accordingly, you are solely liable for any outcome that may arise upon authorizing a third party, regardless of loss, damage, or abuse of authority that the relevant third party causes.
- 14.8. We reserve the right to reject the Client's appointed third party when we see fit. We may also revoke the authorization of such a third party and remove his/her access from the Client's Trading Account when necessary. Additionally, we retain the right to reject or cancel the authorized third party's transactions, orders, instructions, and other activities in the Client's Trading Account without notice.
- 14.9. Unless stated otherwise, we hereby confer your personal, non-exclusive, and non-transferable authority subject to this TOS.
- 14.10. A live account is considered a regular account (or the primary account type) by default and is subject to this TOS. We offer six different live accounts (jointly and individually referred to as "Live Accounts") that can be found on the Site.

15. Joint Accounts

- 15.1. All live accounts are inherently considered individual accounts that only one Client is entitled to handle. Sharing an account with anonymous third parties is strictly prohibited. If the Client prefers to share or open an account with an authorized third party, the joint accounts (the "**Joint Accounts**") must be registered accordingly. The Clients involved as the signatories to the joint accounts must comply with additional appropriate procedures for verification purposes.

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- 15.2. Each joint account holder is eligible to have complete access and authority to act on behalf of all the relevant Clients. Any actions of the joint account holder will bind all involved Clients. The relevant Clients are also deemed as sole owners of the funds in the Account and shall jointly have the authority to initiate deposits and request withdrawals. Each Client of the joint accounts must provide proof of identification in compliance with the Company's verification procedures.
- 15.3. The Client acknowledges that the Company will not be liable for any damage occasioned by the discrepancy, contradiction, or conflict of interests or instructions. Additionally, the relevant Clients shall be jointly and severally liable on like terms.
- 15.4. All the relevant Clients can close the joint accounts subject to compliance with the conditions of account termination in this TOS. However, terminating joint accounts does not release the relevant parties from completing their obligations under this contract.
- 15.5. The Client may request in writing to convert a joint account to an individual account, provided that all other Clients involved in the joint accounts agree in writing. The Clients or holders of the joint accounts shall continue to be liable for all obligations and responsibilities incidental to the joint accounts during such a period before the final conversion of the Account.
- 15.6. If two Company Clients intend to transfer funds from the other's Account, both parties must send a formal written letter of request to the Company's official email address subject to the Company's approval, provided that the involved parties' trading accounts are both verified.

16. Islamic Accounts

- 16.1. The Company's Islamic/Swap-free account allows swap-free trading in compliance with Sharia Law, which means traders can trade on an Islamic account without being charged overnight fees. The Company's Islamic Account is only available for traders of the Muslim religion and should only be requested on the grounds of religious belief.
- 16.2. By submitting an Islamic request and following its approval, all the Client's Trading Platform accounts shall have Islamic status (No Swaps).
- 16.3. For opening an Islamic account, evidence of religion must be presented. Islamic account holders cannot open non-Islamic accounts. The Company maintains the right to limit trading if there is evidence of manipulation.
- 16.4. If the Client decides to convert a regular Trading Account into an Islamic Account, we have the right to request additional information and documents that the Client must comply with to proceed with the request.
- 16.5. The Company reserves the right to decline an Islamic request without explaining/justification to the Client.
- 16.6. The Client further acknowledges that swap-free only applies for 10 (ten) calendar days. Therefore, swap-free accounts holding a position open for more than 10 (ten) calendar days will be credited or debited with swap accordingly.

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- 16.7. We have the right to reverse any Islamic Account back to a regular account when necessary without prior notice.
- 16.8. We reserve the right to disable or enable swap-free trading for the Client's trading account, reverse any cumulative profits derived from the said trading at any given time, and retrospectively charge the waived swap fee. This may apply at times where there is suspicion of swap abuse aiming at generating riskless profit, where the Client abuses the Company's trading conditions/systems or where the Client's trading strategy imposes a threat to the Company's trading facility, or where the Company deems necessary to protect the smooth operation of its trading facility.

17. Inactive and Dormant Accounts

- 17.1. We maintain and have established and implemented an Inactive and Dormant Account policy. The conditions herein apply when your Trading Account(s) held with us has not:
- a) Placed a trade
 - b) Opened or closed positions
 - c) Deposited into the Client's trading account for a period of at least thirty (30) consecutive days, we shall classify his/her Account as an Inactive Account
- 17.2. Where the Client has and continues to:
- a) Place a trade
 - b) Open or close positions
 - c) Deposit into the Client's trading account; the Company shall classify the Account as an Active Account
- 17.3. Such Inactive Accounts will be subject to a monthly charge until the account balance is zero (0) relating to the maintenance/administration of such Inactive Accounts.
- 17.4. An account with a positive balance is considered Dormant if, during six (6) months, no transactions have been carried out relating to the Account by or on the account holder's instructions.
- 17.5. For any of the Dormant Accounts that have had the status for a period of five (5) years with a positive account balance, and you fail to be contacted after we take reasonable steps to do so, we will have the right to cease treating those funds as Client Funds.
- 17.6. To re-activate Inactive/Dormant Accounts, the Client must place a trade, open or close a position, or deposit into the Client's trading account. The Client's Dormant Account will then be re-activated (subject to, if required, up-to-date Know Your Client documentation to be provided to the Company by the Client) and become an Active Account. In such cases where an Inactive/Dormant Account has been re-activated, the Company will cease to deduct the Dormant Account administration fee but will not refund any Dormant Account administration fees deducted from this/these Account (s) previously.

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- 17.7. The deduction will take place during the first week of every month (alternatively at a later stage) until the Dormant Account's balance has reached 0 (zero) USD or trading account currency equivalent.
- 17.8. Accordingly, the Company reserves the right to charge maintenance fees annually to Inactive and Dormant Accounts. The Client is responsible for covering those fees and any separate charges for having an Inactive or Dormant Account.

18. Trading Platform

- 18.1. Subject to this TOS, we grant you a non-exclusive, non-transferable, and limited authorization to access and use the Trading Platform we have made available for trading activities in the financial market. You warrant that such authorization is conditional upon being an official Client of the Company. We shall not be liable for any error in the Trading Platform occasioned by situations beyond our control.
- 18.2. You may be obligated to conform to additional restrictions of use and access to the Trading Platform. You acknowledge that if you fail to observe such additional restrictions, your access and use of the services may be confined, suspended, or terminated.
- 18.3. You shall access and use the Trading Platform only for its sole purpose. We reserve the right to restrict, suspend, or terminate your access and use without prior notice should you misuse it or violate the terms and conditions of the platform or this TOS.
- 18.4. All available materials, information, and login credentials for the Trading Platform will be provided to you via email upon your successful registration with the Company.
- 18.5. Our authority and rights are not extinguished by reason of the underperformance of the Trading Platform. You warrant that delays, failure of execution, and other trading activities are beyond our control.
- 18.6. We cannot and do not guarantee that the Trading Platform will operate perfectly continuously. Therefore, we are not liable for the delay or failure in the performance of any transaction. Additionally, we are not responsible for any damages or losses due to technical malfunctions such as power interruption, software installation issues, security breaches, viruses, or slow internet connection that may cause data loss, commercial damages, and trading interruption.
- 18.7. Modifications, revisions, and adjustments may be applied to this TOS in line with the Trading Platform, effective immediately. These modifications are also applied to the market and platform conditions such as leverage, spread, contract size, and other trading provisions. Your continued use of our Services shall indicate your acceptance and agreement to such changes. The changes may be applied without prior notice and without the obligation to explain or justify such amendments.
- 18.8. The Trading Platform and its contents collectively constitute our intellectual property. Accordingly, you warrant that you will not alter, duplicate, copy, resell, or redistribute the

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Trading Platform or anything appurtenant to it for your benefit or interest. We reserve the right to take appropriate legal actions in case of such intellectual property breach.

- 18.9. You acknowledge and agree that we prohibit Clients from engaging in certain trading activities such as scalping, use of expert advisors, and other software that conducts manipulation or falsification in the Trading Platform. We have the right to terminate, remove, or invalidate your trading account and the profit you accumulated if it engages in any prohibited activities.

19. Placing and Execution of Orders

- 19.1. Our offered financial instruments may not be suitable for all investors and traders, and as such, you shall be solely responsible for determining the suitability of each financial Instrument for your trading activities. These financial instruments include currencies, cryptocurrencies, stocks, shares, equities, commodities, indices, futures, and derivatives.
- 19.2. You must ensure that your knowledge, experience, objection, and intention are appropriate for the services we provide, including the aptness of your invested financial instruments. Market advice and financial portfolio can be offered without providing complete guidance, and it is your duty to ensure that you sufficiently understand the materials we provide. Accordingly, accepting and implementing any market information or financial portfolio shall imply that you have carefully assessed and evaluated such materials.
- 19.3. By means of initiating an order or trade, you conform to the concept of price slippage or market gapping in the financial instruments that may result in market price fluctuation. Therefore, we are not responsible for the outcome of volatility to your advantage, disadvantage, or otherwise.
- 19.4. You understand and agree that all market transactions involve at least two parties (the "**Counterparties**"); the Company is your counterparty for each Order or trade. You acknowledge that all trades and orders are non-transferable and non-delegable to a different trading account, other Clients, or another company.
- 19.5. We are neither responsible nor obligated to advise you on the merits or aptness of any trade or contract entered in line with this TOS. We are not responsible for monitoring your investments or informing you about your Account's status and its positions or trades. You understand and agree that the execution of any order does not in any way indicate that we have approved or recommended that trade or Order.
- 19.6. We can only accept orders and trades of existing financial instruments with valid specifications. We reserve the right to alter the price quote of any order if it deems necessary, effective immediately.
- 19.7. The price quotes and maximum leverage you are offered may vary according to your account condition or proficiency and may differ from what is offered to other Clients, which we may change or cancel at any time without the obligation to provide an explanation. We have the exclusive right to immediately change, cancel, or refuse to deal with any price quote or spreads or to cease the provision of the price quotes of any financial instrument at any time without prior notice.

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- 19.8. If you enter or execute an order or trade, it is deemed that you fully understand the Risk Disclosure and the requirements associated with the Order or trade. You are at liberty to execute any available financial instrument or asset provided that such execution does not breach this TOS, the Risk Disclosure, and other agreements. If you decide to send your instruction order request via email, such request shall be subject to our approval, and if you decide to send it through a different medium other than the Trading Platform, you must confirm such a decision in writing subject to our approval.
- 19.9. You understand and agree that the price quote of a financial instrument or asset may differ from the initial price, including the price when the trade or Order was entered, which may be due to factors such as the volatility of market conditions during the order execution. You further understand the positive and negative effects of volatile market factors, including prices, on your investment.
- 19.10. Trades or ongoing positions with expired contracts in the Trading Account can be closed automatically unless we, at our sole discretion, consider the Trading Account in good standing and it qualifies the applicable statistical conditions. Accordingly, transferring to a different liquidity market provider is feasible for automatically closed trades with expired contracts subject to this TOS.
- 19.11. The equivalent percentage of the amount for unfulfilled shares or contract reservations will be deducted from the Client's Trading Account. The deducted equivalent amount of up to 5% may also depend on the traded asset leverage.
- 19.12. In our absolute discretion, we may refuse or repudiate any order or price quotation request from any Client where such a financial instrument is restricted from the execution or on other grounds as it deems fit. We may also impose restrictions on or reject/cancel the volume and number of orders executed daily.

20. Funding

- 20.1. You may choose from our different funding methods available on the Site, including credit card and bank transfer. However, in compliance with our PSPs and other third-party merchant affiliates, a deposit limit can be imposed, which may change from time to time.
- 20.2. In line with the AML Policy, you agree to comply with the funding limits that may vary depending on the merchant, where the following can be imposed:
 - a) A maximum amount for a daily, weekly, or monthly transaction
 - b) A specific number of daily attempts at funding
- 20.3. As regards the AML Policy, you hereby confirm that the money you deposit and use for trading is legally obtained, which must be in the form of real money.
- 20.4. If applicable, you may also fund cryptocurrencies as made available on the Site. However, we do not guarantee that cryptocurrency funding will always be an available funding method.

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- 20.5. While we sift every Account and the transactions made therein, including running deposit verification procedures, you are solely liable for every deposit and transaction, where you agree that you are aware of and have authorized each transaction in your Trading Account. Accordingly, we are not responsible for your breach of the deposit conditions and misuse of funds.
- 20.6. We have indicated the list of applicable funding methods available for transactions on our official website. The payment methods are offered and made available to Clients for depositing funds to conduct trading activities with the Company. The use of our payment methods for other purposes is strictly prohibited.
- 20.7. If certain payment options are unavailable or inaccessible, we will provide alternative payment methods appropriate for the transaction. We reserve the right to accept or reject any foreign deposits.
- 20.8. The PSPs are responsible for imposing daily, weekly, and monthly limits on transactions you perform in your Account. These limits may be changed at intervals. We may notify you of any alteration or adjustment to existing transaction limits made by the PSPs. You ensure to comply with the stipulated limits provided as it aims to prevent incidences of fraud on the part of the Company and the PSPs.
- 20.9. You agree to comply with all the operating conditions of your trading account, including our precautionary measures. You are solely responsible for every transaction performed in your Account. All the deposits and withdrawals transacted through us are verified and recorded.
- 20.10. You confirm that you initiated all the financial transactions performed in your Account and are aware of all activities carried out on your Account.
- 20.11. The conversion of currency changes constantly. Since it is computed systematically, you agree that we are not liable for any variation that may occur when the system conversion does not tally with your computation.
- 20.12. All financial records related to your Account are part of our property and are kept confidential but, where necessary, may be disclosed to the relevant affiliates. We are not mandated to accept any request from the Client seeking to obtain his/her financial transaction records.
- 20.13. You certify that the funds you use in transacting are obtained by lawful means, and if we suspect or prove otherwise, we may file a lawsuit against you. Relevant to the above, all interest accumulated in your Account may be restricted, suspended, or terminated.
- 20.14. We may process and authenticate each financial transaction you make in a day. However, your deposited funds may take 1 to 5 business days before reflecting in your trading account due to reasons beyond our control.
- 20.15. We reserve the right to cancel or reject any financial transaction you perform if such transaction breaches this TOS. We are not obligated to comply with any instruction nor complete any transaction where completing such a procedure violates these Terms or is non-compliant.

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- 20.16. If a third party intends to transact on behalf of the Client, the relevant third party must provide a Power of Attorney (the "POA") and one valid ID for further verification included in a written letter of request sent to our official email address. We have the exclusive right to reject any third-party transactions without providing an explanation. Moreover, you bear all liability that may arise from any unverified financial transaction in your Account.
- 20.17. You are liable for settling fees and other costs that may be charged by banks or other third-party payment providers for processing your transactions. You agree to pay these additional charges as soon as they are incurred.
- 20.18. You are obliged to provide the necessary documents containing your financial information for us to authenticate relevant transactions. In addition, the speed of the PSPs may differ, wherein credit card transactions may reflect in your trading account instantly, while bank transfers are often processed longer due to additional security measures.
- 20.19. The Company and the Clients must comply with the terms and conditions provided by the PSPs and banks. In compliance with such terms, you shall receive your withdrawn fund in the same manner that it was deposited.
- 20.20. You understand and agree that you may only deposit funds in the form of real money and not in the form of other goods.

21. Withdrawal

- 21.1. You may withdraw your money through the available methods specified on our official website upon compliance with these Terms. You acknowledge that you must verify your Account and comply with the stipulated guidelines for withdrawal requests before you can proceed to withdraw. Your Account must be verified first to prevent fraud or unauthorized transactions in your Account. The amount you withdraw must not be less than the stipulated minimum and must not be more than the funds in your trading account. You agree that we may require additional information and documentation relating to your bank account to complete our verification process.
- 21.2. In compliance with the relevant payment service conditions, you shall receive your withdrawn funds in the same manner that it was deposited. Conversely, if you prefer to use a different withdrawal method, you must request it in writing, subject to our approval.
- 21.3. You must ensure that you do not have any pending or ongoing trades in your Account before making a withdrawal request, which may be declined if you do otherwise. You must also ensure that you have enough balance that is not lower than the amount of your withdrawal request.
- 21.4. During the period of completing shares reservation, the generated profits can be withdrawn, provided that the Client has positive statistics and that the current account balance exceeds the required balance for the reserved quota, as long as all the withdrawal requirements are met.
- 21.5. Once your withdrawal request has been approved, you acknowledge that its equivalent percentage will be deducted from your bonus funds.

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- 21.6. If you intend to withdraw the bonuses or profits obtained from bonuses in your Account, you must comply with the Company's bonus guidelines.
- 21.7. The minimum amount permitted to be processed through international Wire Transfer is 50 USD.
- 21.8. While every withdrawal request usually requires 1 to 7 business days to process, the period within which the amount may reflect on your Account relies on the appropriate payment method.
- 21.9. The Company retains its right to pause the process of any withdrawal request and cancel it if any of the following occurs:
- a) The Client is suspected or proven to be involved in fraudulent activities, including prohibited trading operations
 - b) The trading account's Margin is insufficient
 - c) There are unfulfilled obligations towards the Company
 - d) The trading account has (an) ongoing trade/s
 - e) A chargeback procedure was initiated
- 21.10. We can cancel your withdrawal request if you are deemed unreachable on all the available communication channels for two months. Furthermore, we have the right to decline a withdrawal request if the Client does not provide the required document or information within two months.
- 21.11. If you do not receive the correct withdrawal amount, you agree to contact the Company immediately regarding the situation, and our representatives will assist you accordingly. You acknowledge that false claims in this matter can be regarded as fraudulent activity, which may result in legal consequences.
- 21.12. You agree that you are not allowed to file for a chargeback once you have used any of our products or services, such as the Trading Platform, client area, news, and signals, including if you have already executed a trade on your Account. We reserve the right to block or suspend any trading account following a filed chargeback.
- 21.13. You further agree that the Company shall not be liable for any negligence or insolvency by third-party banks or financial institutions holding your funds.

22. Payment Charges and Commissions

- 22.1. You agree to pay all the imposed fees, including the Bid and Ask price and rollover fees in your trading account, wherein additional and separate fees may arise upon your continued use of our services and facilities.
- 22.2. Imposed fees or charges can be displayed on our official website, and you are solely responsible for determining such fees.
- 22.3. You are obliged to settle additional fees as may be charged by banks and PSPs. These additional fees may be in the form of VAT, rebates, profit, share, and other tax duties.

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- 22.4. We have the right of discretion to alter the imposed fees if deemed necessary, and you consent that your continued access and use of our services affirm your acceptance of such alterations. Such fees include swaps, rollovers, commissions, and spreads that can be changed from time to time without notice, resulting from unstable market conditions.
- 22.5. You agree to settle fees that may occasionally be applied, such as rollover fees, service fees, and trading commissions, including charged fees to trading accounts that do not qualify our statistical requirements.
- 22.6. There may also be an annual interest rate of 4%, with additional daily interests determined based on your Trading Account.
- 22.7. You acknowledge and accept that we may charge your Account certain fees if it does meet our statistical requirements.
- 22.8. Payment for the additional fees may have respective due dates of settlement, and you must ensure that your payment is made before the due date. Otherwise, we may terminate your Account or institute legal action against you.
- 22.9. A written notification must be sent to us when the Client intends to terminate his/her services with us. You must ensure that you do not have an unfulfilled obligation towards the Company.

23. Chargebacks

- 23.1. The Company reserves the right to charge a "chargeback fee" if placed with your credit card company (intentionally or unintentionally) for any deposit made to your Account. The chargeback fee will comprise the "administration fee" of 60.00 USD to cover further investigation expenses. In the case of pre-arbitration, additional fees may apply from the card processor. This fee will be used to cover all investigative expenses to prove that you deposited upon receiving the chargeback from our merchant provider. The fee will be deducted from the Client's account balance if available.
- 23.2. All fraud, including credit card fraud, will not be accepted by the Company and, as such, will be thoroughly investigated and pursued under the law to its fullest extent. Any losses resulting on our behalf will be fully pursued in a civil lawsuit to claim back any losses incurred, covering all business, legal fees, research costs, human resources, and loss of income. If we receive, for any reason, a dispute, claim, or chargeback from your credit card issuer or any other payment method you use, you acknowledge that we have the right to take any of the following measures, depending on each case:
 - a) Immediately close any or all of your open Transactions, whether at loss or profit, and debit your Account accordingly with or without notice
 - b) Immediately place restrictions on your Trading Account with or without any notice, including:
 - i. The restriction on making deposits using any payment method to your Trading Account, even in cases of margin alert(s)

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- ii. The restriction on requesting withdrawals from your Trading Account; and
 - iii. The restriction on opening new positions on the Trading Platform; the duration of the restrictions will be set at the Company's discretion
- c) Terminate the Client Agreement or this Terms of Use
- d) Any chargeback case made against our Company and is not successful will result in the sum being reimbursed to us along with charges for research and processing (the administration fee as mentioned above) and any other charges that may result from the card processor
- e) In addition, we will exercise our right to block your online Trading Account and terminate your Account with us. Consequently, any profits or revenues may be seized, and we reserve the right to inform any third party; we are continually developing tools to monitor any fraudulent activity, and any cases from such activity will be decided on by ourselves, and any decision made shall be final and non-negotiable
- f) We reserve the right to deduct the disputed amount from your Trading Account until any investigation from our side is completed; in case the balance in your Account is smaller than the disputed amount, then:
 - i. The difference will be added as a chargeback deposit, and the total amount will be deducted as chargeback reimbursement, or
 - ii. The difference will be deducted from the other Account (s) you have with us (if applicable). We will reserve the deducted amount until the conclusive resolution of the chargeback request.

23.3. Fraud is taken very seriously by our Company, all IP addresses are monitored and logged, and any fraudulent chargebacks will be investigated thoroughly under the law.

24. Termination and Cancellation of Services

24.1. Termination requests must be sent from the Client's registered email. The Company has the right to reject the submitted termination request if the Client did not use his/her registered identification data. Non-disclosure of accurate information, including the up-to-date email address, can be regarded as data falsification.

24.2. Each party may terminate the Terms of Use, provided that the termination or suspension shall be without prejudice to any rights accrued or any ongoing obligation to either party before termination. Where a party intends to terminate or suspend this term, he/she must send a notice by email at least fourteen (14) days prior to the proposed date of termination or suspension to the other party or as otherwise agreed. Furthermore, both parties acknowledge that terminating these Terms will not relieve either party from the applicable obligations.

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The financial market is volatile in nature, which may work to your advantage or disadvantage. Due to the significant risks of trading derivatives and other leveraged products, you should only conduct transactions with us if you understand the nature of the contracts you enter into. You should carefully assess the extent of your risk potential and consider whether trading is appropriate for you based on your experience, objectives, risk appetite, and other relevant factors.

- 24.3. All sums due shall become immediately payable in full upon termination of these Terms, including the required funds to close ongoing transactions and other charges that you may incur related to or arising from the termination of these Terms.
- 24.4. We retain the right to convert the Client's funds to settle his/her unfulfilled obligations upon termination of services, wherein we may also consolidate and set off the Client's balances.
- 24.5. You agree that terminating the Terms of Use also terminates all ongoing trades and orders. You consent that you may be denied further use of our website and your trading account with us once these Terms have been terminated.
- 24.6. We reserve the right to convert your funds to settle your unfulfilled obligations in the event of non-compliance upon terminating the Terms of Use. We may also consolidate and cancel your profits if you do not comply accordingly with your obligations in these Terms.
- 24.7. The Client retains responsibility for any obligations that he/she assumed prior to termination, whether terminated by the Company or the Client. Accordingly, terminating these Terms does not relieve either party from performing the relevant obligations.
- 24.8. We have the exclusive right to implement termination procedures if your trading account is deemed inactive for a month or unreachable in all communication forms. We may also implement these termination procedures if your requested withdrawal amount is equal to the total balance of your Account. Termination procedures include separate fees for inactivity and cancellation in case of unsettled obligations. In line with this, profits acquired from the credit funds or bonus funds can be canceled, where we will also deduct the bonus funds or credit funds from the total Equity of your trading account.
- 24.9. The Company can declare an event of default if the Client is involved in any unlawful or prohibited activity or has failed to fulfill the obligations under these Terms.
- 24.10. Event of default may also occur in cases of incapacitation, absence, or death of the Client. In case of such contingencies, the successor of the Client's trading account shall be his/her first-degree relative.
- 24.11. We may also declare an event of default in case of force majeure with occurrences beyond the control of either party, preventing the relevant party from complying with its obligations. Force majeure events include national or international warfare, terrorism, labor dispute, lockouts, and civil disorder.
- 24.12. Event of default further comprises the acts of God such as earthquakes, tsunamis, typhoons, fire, epidemics, and other natural disasters.
- 24.13. Certain events, such as but not limited to electronic glitches unwilfully caused by the Company, market interruptions, and jurisdiction or regulatory sanctions, may also call for an event of default.
- 24.14. We are entitled to terminate the Terms of Use effective immediately in cases of the above paragraphs, wherein the Client will lose every right and access to the services and platforms of the Company.

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25. Supporting Policies

Risk Disclosure

- 25.1. This statement does not disclose all the possible risks and other significant aspects of trading Derivatives, futures, and other leveraged Instruments. Accordingly, you should consider all potential risks and only use our Services if you understand the nature of the business you are entering, including the extent of your exposure to the risks involved.
- 25.2. Investing in the financial market comes with significant risks, and trading Derivatives, futures, and other leveraged Instruments may not be suitable for all types of traders. Therefore, you are solely responsible for ensuring that your experience, objectives, financial resources, and other relevant factors are thoroughly considered before availing of our Services.
- 25.3. Upon accepting this TOS, you understand that trading will be dependent on the price of Instruments, CFDs, and other leveraged products. Some of the possible risks which affect market prices include but are not limited to market volatility, slippage, and liquidity.
- 25.4. We do not guarantee that the previous performance of an Instrument can affect its current or future performance. Additionally, we do not guarantee favorable results or financial merits in traded Instruments. You hereby acknowledge that regardless of the information we provide, any Instrument's value may fluctuate and affect your investment, whether to your advantage or disadvantage.
- 25.5. Derivatives and other Instruments can also be highly volatile and fluctuate rapidly, leading to unpredictable events and results beyond our control. In line with that, you hereby acknowledge the risk of substantial losses that may occur immediately.
- 25.6. Upon trading with us, you accept the risks and possibilities of incurring losses and damages when trading leveraged products.
- 25.7. We have the right to regulate Margin requirements for each product, which could result in an increasing Trading Account's Margin requirement. Therefore, you may be obliged to deposit additional funds to comply with the Margin conditions.
- 25.8. If your Margin is insufficient to hold your ongoing trades, we may, but are not obligated to, contact you via phone or email. Consequently, you may be required to deposit additional funds on short notice. You hereby accept the sole responsibility for any loss or damage resulting from failing to act on the matter in the required time.
- 25.9. You are responsible for ensuring that your Trading Account has ample Margin to retain your ongoing trades. Additionally, if your Trading Account's available Margin falls below the requirement, we reserve the right to close some or all trades. We may also close the trades in split lots to compensate for the Floating Loss without prior notice.
- 25.10. You are responsible for managing your Trading Account, including the transactions and other activities under this Account.

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Complaint & Dispute

- 25.11. We have implemented the terms and procedures in this Complaint and Dispute Policy to manage issues and concerns accordingly, which we may resolve with appropriate solutions.
- 25.12. If you intend to file a complaint or dispute, you must send a written letter to our official email that includes your full name, trading account number, registered email, and brief overview with essential details. You accept that we may request additional information and documentation to resolve your filed complaint or dispute accordingly. We may require you to provide your most recent bank statement with the Account you used to perform the relevant transaction if such a complaint or dispute is related to a financial transaction.
- 25.13. Once you have filed and submitted a complaint or dispute, such matter will be assessed and reviewed accordingly. Such issues will be subject to our approval if we need to take further steps to resolve the matter. You agree that we may only consider your complaint or dispute valid if it is related to our official Terms of Use or if it arose from miscommunication of either party. Any complaint and dispute out of negligence or violation of relevant terms will not be pursued for a resolution and will be managed accordingly by our workforce. Received complaints and disputes will be verified and assessed within seven business days. We may provide its resolution or definitive solution via email.
- 25.14. Any discrepancy related to your trading account must be reported immediately to our official email address. Such discrepancies may include the following:
- a) An executed order did not appear in your trading account or platform
 - b) An unknown order was executed in the trading account or platform
 - c) An executed order was modified unknowingly or inadvertently
 - d) Trade was supposed to be closed but is still ongoing
 - e) There is a closed trade that should still be ongoing; you acknowledge and accept that if any of the mentioned occurrences are not reported to us immediately, you will be solely liable for any loss or damage that you may incur
- 25.15. While filed complaints and disputes are assessed constructively, you acknowledge that resolving any issue or matter requires action from all relevant parties. You agree that you will not disclose or publish any form of statement regarding such a matter before we have assessed how to resolve the issue. You further agree that threatening or blackmailing us or any of our workforce is strictly prohibited and may result in legal action, regardless of the conflict. Any supposed threat or blackmail to us or our workforce may result in legal actions and a restriction, termination, and cancellation of access, Service, and obtained profits.
- 25.16. If any claims are related to the Terms of Use, including any agreements and contracts with the Company, you agree to address us such claims directly. All claims can be sent by email, which must be sent from your registered email address with the Company and must remain confidential until presented with a final resolution. In addition, you must comply with our non-disclosure provisions, which otherwise may result in payable reputational damages.
- 25.17. For any dispute connected with the trade warrant, we may, but are not obligated to, accept recommendations and actions that are considered valid to reduce the maximum amount involved in the dispute.

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