

MagnifyGroup TERMS & CONDITIONS

Please ensure you review and comprehend our terms before initiating trading activities with us.

MagnifyGroup TERMS & CONDITIONS

Important – it's crucial to thoroughly review these terms and conditions prior to finalizing registration.

1. Introduction

1.1. This Agreement is made between MagnifyGroup (referred to as the “Company” or “us”) on one side, and the Client (who may be a legal entity or an individual) who has completed the Account Opening Application Form and has been accepted by the Company as a Client (“Client” or “you”) on the other side. Both the company and the client may also be referred to as a “Party,” and collectively as the “Parties”.

1.2. These Terms and Conditions, along with the attached Appendixes, may be amended by the Company at its discretion and shall be collectively referred to as the “Client Agreement” or the “Agreement.” This Agreement delineates the terms under which the Company will provide its Services to Clients, outlining the rights and obligations of both Parties.

1.3. These Agreements supersede and take precedence over any other agreements, arrangements, or statements, explicit or implicit, made by the Company or any Introducer(s), including prior versions of this Agreement.

1.4. The Agreement is binding upon and beneficial to the parties and their respective successors and assignees.

1.5. The terms in this Agreement are defined in Appendix 2 attached hereto.

2. Application and Commencement

2.1. Upon the Client's submission of the Account Opening Application Form, along with all requisite identification documentation as per the Company's internal checks, the Company will notify the Client whether they have been accepted as a Client. It is understood that the Company is not obligated to accept an individual as its Client until all necessary documentation has been received, properly completed, and all internal Company checks, including anti-money laundering checks and suitability tests, have been satisfied. Additionally, the Company reserves the right to impose further due diligence requirements for Clients residing in specific countries.

2.2. The Agreement becomes effective and commences upon the Client's receipt of a notice from the Company confirming their acceptance as a Client or the opening of a Trading Account. If the Client meets with the Company in person to finalize the Agreement, it becomes effective upon the date of signature.

3. Client Classification

3.1. Pursuant to Applicable Regulations, the Company must classify its Clients as Retail Clients, Professional Clients, or Eligible Counterparties, based on information provided in the Account Opening Application Form and according to the prescribed method of categorization. By accepting this Agreement, the Client agrees to this method of categorization. The Company will inform the Client of their categorization in accordance with Applicable Regulations. The Client retains the right to request a different categorization, which the Company will consider.

3.2. The Client acknowledges that the Company will rely on the accuracy, completeness, and correctness of the information provided in their Account Opening Application Form when categorizing and dealing with them. The Client is responsible for promptly notifying the Company in writing of any changes to this information.

3.3. The Company reserves the right to review the Client's categorization and adjust it if deemed necessary, subject to Applicable Regulations.

4. Assessment

4.1. In providing services such as reception and transmission and the execution of Client Orders, the Company may request information from the Client or potential Client regarding their knowledge and experience in the relevant investment field. This enables the Company to assess whether the service or Financial Instrument is suitable for the Client. If the Client chooses not to provide or provides insufficient information, the Company cannot determine suitability. The Company assumes that the information provided by the Client regarding their knowledge and experience is accurate and complete, and it bears no responsibility if such information is incomplete, misleading, or changes. The Company will be deemed to have fulfilled its obligations under Applicable Regulations unless the Client notifies the Company of any changes.

5. Services

5.1. The Client is provided with Access Data to trade on the company's electronic Platform on the internet in Financial Instruments (namely CFDs). Orders placed by the Client are received by the company and transmitted for execution (called straight through processing or STP) directly to another entity called a liquidity provider (who may also transmit them to another party; a list of these entities is found on our website). Trading with the company involves the provision of the following investment and ancillary services from the company to the Client:

(a) Reception, transition and execution of Orders with another entity (not the company).

(b) Safekeeping and administration of financial instruments, including custodianship and related services such as cash/collateral management, according to paragraph 15 hereunder.

(c) Foreign Currency services provided are associated with the provision of the reception and transmission service of paragraph 51.(a) and (b).

5.2. It is agreed and understood that the company offers its Services in relation to various Financial Instruments. However, the Client may be allowed to trade only in one or some of those Financial Instruments.

5.3. It is understood and agreed that when trading in CFDs, there is no delivery or safekeeping of the Underlying Asset to which the CFD is referring to.

6. Advice and Commentary

6.1. The company may advise the Client about the merits of a particular Order or give him any form of investment advice and the Client acknowledges that even though the Services may include the provision of investment advice in Financial Instruments or the Underlying Markets or Assets, the Client alone will decide how to handle his Client Account and place Orders and take relevant decisions based on his own judgement.

6.2. The company will not be under any duty and/or liability to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish and the company encourages the Client to seek independent advice before entering into a Transaction.

6.3. The company may, from time to time and at its sole discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise) with information, news, market commentary or other information but not as part of its Services to the Client. Where it does so:

(a) The company will not be responsible and shall no liability for such information.

(b) The company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction.

(c) This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.

(d) If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons.

(e) The Client accepts that prior to dispatch, the company may have acted upon it itself to make use of the information on which it is based. The company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

6.4. It is understood that market commentary, news, or other information provided or made available by the company are subject to change and may be withdrawn at any time without notice.

7. Platform

7.1. Subject to the Client's obligations under the Agreement being fulfilled, the company hereby grants the Client a limited license, which is non-transferable, non-exclusive and fully recoverable, to use the Platform(s) (including the use of the Website and any associated downloadable software available from time to time) in order to place Orders in a particular Financial Instrument(s). The company may use different Platforms depending on the Financial Instrument.

7.2. The company has the right to shut down the Platform(s) at any time for maintenance purposes without prior notice to the Client, the company shall try that such shut down, if needed shall be done during the weekends, unless not convenient or in urgent cases. In these cases, the Platform(s) will be inaccessible.

7.3. The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or mobile phone or tablet (depending on the Platform used), internet access by any means and telephone or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet.

7.4. The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of his computer or mobile phone or tablet and that he has taken appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Platform(s) or other systems of the company. The Client further undertakes to protect the company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from his personal computer or mobile phone or tablet.

7.5. The company will not be liable to the Client should his computer system or mobile phone or tablet fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the company shall not be liable.

7.6. The company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Platform(s).

7.7. It is agreed and understood that the company will be entitled to rely and act on any Order given by using the Access Data on the Platform(s) or via phone, without any further enquiry to the Client and any such Orders will be binding upon the Client.

8. Intellectual Property

8.1. The Platform(s), all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme, graphics and data names are the sole and exclusive Intellectual Property (IP) of the company or of third parties and are protected by local and international intellectual property laws and treaties. This Agreement does not convey an interest in or to the Platform(s) but only a right to use the Platform(s) according to the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the company's intellectual property rights.

8.2. Under no circumstances shall the Client obscure or remove any copyright, trademark or any other notices from any of the company's IP or Website or Platform(s).

8.3. The Client is permitted to store and print the information made available to him through the company's Website or Platform(s) including documents, policies, text, graphics, video, audio, software code, user interface design or logos. The Client is not permitted to alter, modify, publish, transmit, distribute, otherwise reproduce commercially exploit that information, in whole or in part, in any format to any third party without the company's express written consent.

9. Prohibited Actions

9.1. Without detracting from any other restrictions in this Agreement, the Client is strictly prohibited from engaging in any of the following actions:

- Using any software that applies artificial intelligence analysis to the company's systems and/or Platform(s) and/or Client Account without the prior written consent of the company.
- Intercepting, monitoring, damaging, or modifying any communication not intended for them.
- Deploying any type of spider, virus, worm, Trojan-horse, time bomb, or any other codes or instructions designed to distort, delete, damage, or disassemble the Platform(s) or the communication system or any system of the company.
- Sending any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
- Engaging in any activity that may violate the integrity of the company's computer system or Platform(s) or cause such system(s) to malfunction or cease operation.
- Unlawfully accessing or attempting to gain access, reverse engineer, or otherwise circumvent any security measures applied by the company to the Platform(s).
- Taking any action that could potentially enable irregular or unauthorized access or use of the Platform(s).
- Sending excessive requests to the server which may cause delays in execution time.

9.2. If the company reasonably suspects that the Client has violated the terms outlined in paragraph 9.1 above, the company shall be entitled to take one or more of the countermeasures specified in paragraph 13.2 of this Agreement.

10. Safety

10.1. The Client agrees to maintain the confidentiality of their Access Data or Client Account number and not disclose it to any third party.

10.2. The Client should refrain from writing down their Access Data. If the Client receives written notification of their Access Data, they must immediately destroy it.

10.3. The Client agrees to promptly notify the company if they know or suspect that their Access Data or Client Account number has been disclosed to any unauthorized person. The company will then take measures to prevent further use of such Access Data and issue replacement Access Data. The Client will be unable to place any Orders until they receive the replacement Access Data.

10.4. The Client agrees to cooperate with any investigation conducted by the company into any misuse or suspected misuse of their Access Data or Client Account number.

10.5. The Client acknowledges that the company bears no responsibility if unauthorized third parties gain access to information, including electronic addresses, electronic communication, personal data, Access Data, and Client Account numbers during transmission between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

11. Placement and Execution of Orders

11.1. The Client may place Orders on the Platform(s) using the Access Data provided by the company for that purpose and providing all essential details. In case of technical issues, the Client may close any Open Positions by email, providing their Trading Account Number and requested identification information.

11.2. The company will be entitled to rely on and act upon any Order given using the Access Data on the Platform(s) or via email without further inquiry to the Client, and such Orders will be binding upon the Client.

11.3. Orders placed via email will be executed by the company on its Platform.

11.4. Orders are executed according to the "Summary of Best Interest and Order Execution Policy," which is binding on the Client.

11.5. The company will use reasonable efforts to execute an Order, but it is understood that transmission or execution may not always be achieved due to reasons beyond the control of the company.

11.6. Orders may be placed during the normal trading hours of the company, as available on its Website and/or the Platform, subject to amendments from time to time.

12. Decline of Client's Orders

12.1. The Company reserves the right, at any time and at its sole discretion, without providing any notice or explanation to the Client, to impose restrictions on the Client's trading activity, cancel Orders, refuse to execute any Client Order. The Client acknowledges that they have no right to claim damages, specific performance, or compensation from the Company under the following circumstances:

- Disruption of internet connection or communication.

- Upon request from regulatory or supervisory authorities of Vanuatu, a court order, or anti-fraud or anti-money laundering authorities.
- Doubts regarding the legality or authenticity of the Order.
- Occurrence of a Force Majeure Event.
- In the event of a Client's default.
- Receipt by the Client of a notice of Termination of the Agreement from the Company.
- Rejection of the Order by the Company's system due to imposed trading limits.
- During abnormal market conditions.
- Insufficient funds in the Client's Balance for the specific Order.
- Non-completion of the compliance procedure by the client.

13. Events of Default

13.1. The following constitute an "Event of Default":

- Failure of the Client to fulfill any obligation owed to the Company.
- Filing of an application concerning the Client under the Seychelles Bankruptcy Act or similar legislation in another jurisdiction (if the Client is an individual), or similar actions for partnerships or companies.
- Inability of the Client to meet their debts when due.
- Any misrepresentation or warranty made by the Client becoming untrue.
- Death, declaration of absence, or incapacity of the Client (if an individual).
- Any circumstance where the Company reasonably believes it necessary or desirable to take action as outlined in paragraph 13.2.
- Requirement for action by a competent regulatory authority, body, or court.
- Reasonable suspicion by the Company of the Client's involvement in fraud, illegality, or breach of regulations.
- Material violation by the Client of legislative requirements in Seychelles or other relevant jurisdictions.
- Suspicions of the Client's involvement in money laundering, terrorist financing, or criminal activities.
- Reasonable suspicion of prohibited actions or abusive trading by the Client.
- Reasonable suspicion of fraudulent account opening, forgery, or use of stolen cards by the Client.

13.2. In the event of an Event of Default, the Company may, at its absolute discretion, and without prior written notice, take one or more of the following actions:

- (a) Immediate termination of the Agreement.
- (b) Cancellation of any Open Positions.
- (c) Temporary or permanent suspension of access to the Platform(s) or specific Platform functions.
- (d) Rejection of any Client Order.
- (e) Restriction of the Client's trading activity.
- (f) Reversal of funds to the real owner or as per instructions of relevant law enforcement authorities.
- (g) Cancellation or reversal of profits or trading benefits gained through abusive trading.
- (h) Legal action for losses suffered by the Company.
- (i) Blocking of the Client's IP address for excessive server requests causing delays in execution.

14. Reporting and Trade Confirmations

14.1. To adhere to relevant client reporting regulations, the Company may grant the Client continuous online access to their Client Account via the Platform(s). Through this access, the Client can monitor their Order status, receive confirmation of Order execution promptly (including details such as trading date, time, Order type, venue identification, instrument identification, buy/sell indicator, nature of the Order, unit quantity, total consideration, total sum of commissions and expenses), review their trading history, Balance, and other pertinent information. The Client also retains the right to request reports from the Company via email.

14.2. If the Client suspects any inaccuracies in the confirmation or fails to receive a Confirmation when expected, they must contact the Company within ten Business Days from the date the Order was sent or should have been sent. Failure to raise objections within this period will be construed as acceptance of the content by the Client, rendering it conclusive.

15. Money Handling

15.1. Upon receipt, the Company will promptly deposit any Client funds into one or more Company accounts, or any other account(s) as deemed appropriate at the Company's discretion.

15.2. Client funds may be commingled with the Company's own funds and/or those of other Clients.

15.3. Client funds may be held on the Client's behalf with counterparties within or outside the country.

15.4. The Company will not remunerate the Client for any interest earned on Client funds (except for profits generated through trading Transactions in their Client Account(s) under this Agreement), and the Client relinquishes any claim to interest.

15.5. The Company may invest Client funds in overnight deposits and retain any interest accrued.

16. Client Accounts, Deposits and Withdrawals

16.1. The Company will establish one or more Client Accounts for the Client to facilitate Order placement for specific Financial Instruments.

16.2. The types and features of Client Accounts offered by the Company are subject to change at the Company's discretion, as detailed on the Website.

16.3. Activation of the Client Account occurs upon the Client depositing the minimum initial deposit, determined by the Company at its discretion and subject to periodic amendments.

16.4. Clients may deposit funds into their Client Account at any time using accepted methods and currencies, as outlined on the Website.

16.5. The Company reserves the right to request documentation from the Client to confirm the source of deposited funds and may reject deposits if not satisfied with their legality.

16.6. Upon deposit, the Company will credit the relevant Client Account with the received amount within one Business Day after clearance in the Company's bank account.

16.7. If deposited funds are not reflected in the Client Account as expected, the Client must notify the Company to initiate a banking investigation, with any associated charges borne by the Client.

16.8. Withdrawal of Client funds will occur upon receipt of a valid withdrawal request from the Client, using approved methods.

16.9. The Company will process withdrawal requests within two (7) Business Days, subject to specified conditions, including account verification and absence of open positions.

16.10. Third-party or anonymous payments to the Client Account are not accepted, and withdrawals will only be made to accounts owned by the Client.

16.11. The Company may decline specific withdrawal methods and propose alternatives at its discretion.

16.12. Any charges incurred from third-party payments or transfers will be deducted from the Client Account.

16.13. Clients may request internal transfers between their own Client Accounts held with the Company, subject to Company policy.

16.14. Errors made by the Company during fund transfers will be rectified and refunded to the Client. However, if the Client provides incorrect transfer instructions, the Company may be unable to rectify the error, potentially resulting in loss or additional fees for correction.

17. Inactive and Dormant Client Accounts

17.1. If a Client Account remains inactive for 60 days, meaning no trading activity, open positions, or deposits or withdrawals, a monthly maintenance fee of 50 US Dollars will be charged.

17.2. Should a Client Account remain inactive for one year or more, the Company reserves the right to classify the account as dormant. Both fees will be automatically deducted and are non-refundable.

17.3. Failure to verify a Client Account within 30 days of the first deposit will result in a monthly fee of 20 US Dollars being charged to the account.

18. Lien

18.1. The Company retains a general lien on all funds held by itself, its associates, or nominees on behalf of the Client until the Client fulfills their obligations under this Agreement.

19. Netting and Set-Off

19.1. When the total amount owed by the Client matches the total amount owed to the Company, mutual payment obligations are offset and canceled automatically.

19.2. If one party owes more than the other, the party with the larger outstanding amount must pay the excess to the other party, thereby satisfying and discharging all payment obligations.

19.3. The Company has the authority to consolidate all Client Accounts held in the Client's name, combining balances and offsetting them in the event of Agreement Termination.

20. Fees, Taxes and Inducements

20.1. The Company's provision of Services is contingent upon the payment of various fees such as brokerage fees, commissions, Swaps, and other charges, as outlined on the Website and/or the Platform.

20.2. The Client assumes sole responsibility for fulfilling all filing requirements, tax returns, and reports to relevant authorities, and for paying all taxes arising from their trading activities with the Company.

20.3. If the Company receives or pays any fees or inducements for referring the Client, it will notify the Client in accordance with Applicable Regulations.

21. Language

21.1. English is the official language of the Company, and the Client should consult the main Website for all information and disclosures regarding the Company and its operations. Translations or information provided in other languages are for informational purposes only and do not bind the Company or carry any legal weight.

22. Methods of Communications and Written Notices

22.1. Any communication to the Company from the Client, excluding Order placement, must be sent to the specified Company address via email, fax, or commercial courier service and is deemed delivered upon actual receipt by the Company.

22.2. The Company may use various methods to communicate with the Client, including email, internal mail on the Platform, fax, telephone, post, commercial courier service, air mail, or the Company's Website.

22.3. Written Notices from the Company to the Client may be transmitted via email, internal mail on the Platform, fax, post, commercial courier service, air mail, or the Company's Website.

22.4. Written Notices from the Client to the Company may be conveyed via email, fax, post, commercial courier service, or air mail.

22.5. Communication sent to either Party is deemed received as follows:

- Email: within one hour after sending, provided it has left the sender's email server.
- Platform's internal mail: immediately after sending.
- Fax: upon receipt of a transmission report confirming delivery.
- Telephone: upon completion of the conversation.
- Post: seven calendar days after posting.
- Commercial courier service: upon receipt and signing.
- Air mail: eight Business Days after dispatch.
- Company Webpage: within one hour after posting.

22.6. The Company will use the contact details provided by the Client to communicate, and the Client must promptly update any changes to their contact information.

22.7. Fax documents received by the Company may be electronically scanned for recordkeeping.

22.8. The Client can contact the Company during normal working hours, and the Company may contact the Client outside these hours. Notices received outside normal hours are considered received the next Business Day.

22.9. Written Notices to the Company must be received during the Company's working hours.

23. Personal Data, Confidentiality, Recording of Telephone Calls and Records

23.1. Client information may be obtained by the Company directly from the Client or from third parties such as credit agencies, fraud prevention agencies, and financial institutions.

23.2. Any client information held by the Company is treated confidentially and used solely for providing, managing, and improving Services, as well as for legal compliance, research, statistical analysis, and

marketing. Publicly available information or data already possessed by the Company without confidentiality obligations is not considered confidential.

23.3. The Company reserves the right to disclose client information in various circumstances, including legal requirements, regulatory requests, fraud prevention, order execution, credit checks, and marketing activities. Such disclosures may involve sharing information with regulatory authorities, financial institutions, professional advisors, service providers, affiliates, and other relevant entities.

23.4. If the Client is an individual, the Company will handle personal data in accordance with applicable regulations and provide the Client with access to their personal information upon request, subject to an administrative fee.

23.5. By agreeing to this Agreement, the Client consents to the transfer of their personal data outside the European Economic Area.

23.6. Telephone conversations between the Client and the Company may be recorded for recordkeeping purposes, with recordings considered conclusive evidence of the conversations.

23.7. The Client acknowledges that the Company may contact them directly for administrative purposes related to the Agreement.

23.8. The Company or its affiliates may contact the Client for marketing purposes via various communication channels, subject to the Client's consent if they are an individual.

23.9. The Company will retain records containing client personal data, trading information, account documents, and communications for at least five years after the termination of the Agreement.

24. Amendment of the Agreement

24.1. The Company may enhance or modify the Client Account, Platform, or services offered if it deems it beneficial to the Client without increasing costs.

24.2. The Company reserves the right to amend any terms of the Agreement for reasons such as service improvements, technological advancements, regulatory compliance, or changes in applicable regulations. Any amendments will be made with the Client's best interests in mind.

24.3. The Company may change Agreement terms for any reason not explicitly listed under paragraph 24.2, provided that the Client can terminate the Agreement without incurring charges.

25. Termination and Results of Termination

25.1. Both parties have the right to terminate this Agreement immediately by providing a Written Notice of at least 15 Business Days to the other party.

25.2. Termination by either party does not negate any existing obligations or legal rights under the Agreement or any Transactions already initiated.

25.3. Upon termination, all outstanding amounts owed by the Client to the Company, including costs, charges, and expenses incurred due to termination, become immediately payable.

25.4. Prior to the termination date:

(a) The Client must close all Open Positions, or the Company will close them upon termination.

(b) The Company may restrict the Client's access to the Platform(s) or limit functionalities.

(c) New Orders from the Client may be refused.

(d) Withdrawals from the Client Account may be refused, and the Company reserves the right to use Client funds to settle any outstanding obligations.

25.5. Upon termination, the following actions may be taken:

(a) Client Accounts may be combined, balances consolidated, and currency conversions performed.

(b) Client Account(s) may be closed.

(c) Open Positions may be closed.

(d) If there is a positive balance in the Client's favor, the Company will pay it to the Client, minus any necessary deductions, in accordance with the Client's instructions.

26. Force Majeure

26.1. A Force Majeure Event includes various circumstances that make it impractical for the Company to fulfill its obligations under the Agreement, such as natural disasters, government actions, or technical failures.

26.2. If a Force Majeure Event occurs, the Company may take various actions, including modifying terms, suspending operations, canceling orders, or increasing margin requirements, as deemed appropriate.

26.3. The Company is not liable for any losses or damages resulting from its inability to perform its obligations due to a Force Majeure event.

27. Limitations of Liability and Indemnity

27.1. The Company shall not be liable for any losses incurred by the Client due to inaccuracies in information provided by the Company, unless such inaccuracies result from fraud, willful default, or gross negligence.

27.2. The Company will not be responsible for losses arising from various factors, including technical issues, Force Majeure events, acts of third parties, unauthorized access, or risks outlined in the Risks Disclosure and Warnings Notice.

27.3. The Client is obligated to indemnify the Company against any claims, damages, or costs incurred by the Company, its directors, officers, employees, affiliates, or agents in relation to the Agreement or the provision of services.

27.4. The Company is not liable for consequential, special, incidental, or indirect losses suffered by the Client in connection with the Agreement, services provided, or Platform usage.

27.5. The Company's total liability to the Client is limited to the fees paid under the Agreement for the specific services provided.

28. Representations and Warranties

28.1. The Client warrants that they meet certain criteria, including being of legal age, mentally sound, and authorized to enter the Agreement. They also confirm compliance with laws and regulations, accuracy of information provided, and understanding of the Agreement terms.

29. Applicable and Governing Law and Applicable Regulations

29.1. Disputes related to the Agreement will be resolved in Seychelles courts.

29.2. The Agreement is governed by Seychelles law.

29.3. The Company's rights and remedies under the Agreement are cumulative and not exclusive of any rights provided by law.

30. Severability

30.1. If any part of the Agreement is deemed unenforceable by a court, it will be excluded from the Agreement, and the remaining provisions will remain valid and enforceable.

31. Assignment

31.1. The Company reserves the right to transfer its rights, benefits, or obligations under the Agreement to a third party without prior notice to the Client, especially in cases of merger, acquisition, reorganization, or business asset sale.

31.2. In such transfers, the Company may disclose and transfer all Client Information and account details as necessary.

31.3. The Client cannot transfer or assign their rights or obligations under the Agreement.

32. Authorized Representative

32.1. The Company may accept an Authorized Representative on behalf of the Client, subject to prior written notification and approval.

32.2. Unless the Client terminates the authorization in writing, the Company can continue to accept orders and instructions from the Authorized Representative.

32.3. The Client must provide written notice at least 5 days before terminating the authorization.

32.4. The Company may refuse orders or instructions from the Authorized Representative under certain circumstances.

33. Multiple Account Holders

33.1. If the Client consists of multiple individuals, they are jointly and severally liable under the Agreement.

33.2. In case of the death or incapacity of one account holder, funds will be accessible to the surviving account holder(s), and liabilities will be assumed by them.

34. Bonus

34.1. Bonuses provided by the Company are subject to specific terms and conditions.

34.2. The Client can choose to accept or decline a bonus.

34.3. Bonuses are credited once the Client completes the Company's compliance procedure.

34.4. Bonus funds become part of the trading deposit but are not immediately available for withdrawal until a certain trading volume is reached.

34.5. Withdrawal of initial deposit funds is allowed, subject to meeting withdrawal requirements.

34.6. If a Client withdraws funds before meeting the required trading volume, bonuses and profits may be forfeited.

34.7. Bonuses across multiple accounts may be forfeited if one account withdraws funds.

34.8. Clients may receive a referral bonus subject to withdrawal conditions.

34.9. Bonuses may be forfeited if the Company suspects fraud or violation of terms.