***TERMS & CONDITIONS CUSTOMER AGREEMENT***

*This is a legal agreement between MVPinvest co., a company incorporated as IBC in Saint Lucia with company number NO. 2021-01042, located at M3X5+PPX, Spyrou Kyprianou Ave, Agios Athanasios, Cyprus (referred to as "Company"), offering the "tradersroom.mvpinvest.online" service (referred to as " tradersroom.mvpinvest.online ") under the terms of this public proposal (referred to as "Agreement") to any individual or legal entity (referred to as "Client"), except stateless persons, individuals under 18 years of age, and citizens and legal entities of countries where the tradersroom.mvpinvest.online service is not offered.*

*This document, along with our Trading Conditions, AML Policy, Refund and Return Policy, KYC Policy, Privacy Policy, and Risk Disclosure, outlines the terms under which the company will conduct business with the customer. These terms set out the respective rights and obligations of both parties in connection with this service, and both parties will accept and be bound by these terms on acceptance of the terms contained herein and on completion of the application form by the customer.*

*By opening an account with the company to speculate in Forex, Contracts for Differences (CFDs) in commodities, metals, currencies, and indices, and receiving other services and products that the company may offer in the future, the customer acknowledges and understands the factors associated with trading in the over-the-counter market (OTC), in addition to those contained in the Risk Disclosure Statement provided to the customer. The company trades CFD transactions in OTC.*

*In exchange for the company's agreement to provide services to the customer in connection with the purchase of Forex and CFDs in commodities, currencies, metals, and indices, and the receipt of other services and products that the company may offer in the future, and which may be purchased or sold by or through the company for the customer's account(s), the customer agrees that the following rights and obligations will govern the relationship between the company and the customer.*

***IMPORTANT NOTICES***

*OTC trading refers to trading that doesn't occur on a regulated exchange, which means there is no guarantee regarding the creditworthiness of the other party involved in the transaction. Additionally, there may be instances where trading liquidity reduces, which can cause adverse positions in Forex, CFDs, commodities, currencies, metals, and indices to become impossible to liquidate, potentially leading to significant financial losses.*

*The company does not provide investment advice, and any market recommendations or information provided by them or third-party providers are general and based solely on the judgment of the company's personnel. These recommendations may or may not align with the market position or intentions of the company, its affiliates, or employees. Although the recommendations are based on reliable information, the company cannot guarantee their accuracy or completeness, and following them may not eliminate the inherent risks of trading Forex and CFDs. The information and recommendations provided by the company do not constitute an offer to buy or sell any OTC transaction, and the customer is responsible for assessing the merits and risks of any trades they enter into with the company.*

*The term OTC trading means that trading does not take place on a regulated exchange, and there are no guarantees about the creditworthiness of the counterparty. Trading liquidity can decrease, causing Forex, CFDs, and other instruments to cease, which can result in substantial financial losses.*

*The company does not provide investment advice and the market recommendations and signals provided are general in nature and based on the judgment of the company's personnel or third-party information providers. Following these recommendations does not eliminate the inherent risks of trading. Any market recommendations or information provided by the company does not constitute an offer to buy or sell, and the customer is solely responsible for assessing the merits and risks of any trade entered into with the company.*

*The customer must notify the company immediately if their account is being traded without authorization. Margin policies may require additional funds, and failure to meet margin calls may result in the liquidation of open positions with a resultant loss. The customer must carefully review all reports relating to their trading and must object within two business days of being posted to dispute any errors.*

*The customer acknowledges that the Company has the right to establish various rules and provisions for client accounts, including but not limited to minimum account size, investment time period, commissions and fees, leverage size, markups, stop losses, limits, rollovers, margin calls, and other financial arrangements, which may be changed from time to time. The customer has carefully reviewed and understood their obligations and rights under the Customer Agreement, Trading Conditions, AML Policy, Privacy Policy, Refund and Return Policy, KYC Policy, and Risk Disclosure, which will govern their relationship with the Company. The customer agrees that they are solely responsible for making all decisions related to their account, and have considered the risks and are willing and able to assume them.*

***IT IS THE CUSTOMER’S RESPONSIBILITY TO FIND OUT ALL NECESSARY INFORMATION ABOUT TRADING IN FOREX, CFDs, COMPANY TERMS AND CONDITIONS AND MAKE SURE THAT ALL RISKS AND ARRANGEMENTS ARE DISCUSSED AND CLEARLY UNDERSTOOD PRIOR TO ANY TRADING ACTIVITY.***

1. ***TERMS AND HEADINGS***

*1.1 The term "Company" shall refer to MVPinvest co, its subsidiaries and affiliates, as well as their successors and assigns, whenever the context requires it.*

*1.2 "Customer" refers to the party or parties who have agreed to be bound by the terms of this Agreement.*

*1.3 "Agreement" includes this agreement as well as any other agreements and authorizations that Customer has signed in relation to maintaining their account with the Company.*

*1.4 "Personal account" means the Client's personal page on the Company's website, mvpinvest.online, which requires a login and password for secure access. This service is provided to the Client by the Company based on the Client Agreement concluded between them.*

1. ***INFORMATION ABOUT COMPANY***

*2.1 Company is trading as “MVPinvest co”*

*2.2 MVPinvest co is a registered company in the Saint Lucia.*

*2.3 Website — mvpinvest.online*

1. ***CATEGORISATION***

*3.1 It is our policy to treat all of our clients as retail clients irrespective of the existence of any categorizations in the client’s country of residence.*

1. ***COMMUNICATION***

*4.1 Company and Customer will communicate primarily through electronic means using Company's website and online trading platforms.*

*4.2 Customer will receive information regarding their orders through their specific account.*

*4.3 General market recommendations and other non-personal information will be posted on the website, and Customer consents to receiving this information.*

*4.4 Customer may also place orders by phone with the dealing room or through the online trading platform, which offers various languages that are updated from time to time.*

*4.5 When placing orders through the dealing room, Customer may communicate in any of the languages listed on the website.*

*4.6 All written communications from the company to the customer will be in the language used during the account registration process on the website.*

1. ***AUTHORISATION TO TRADE***

*5.1 Company has the authority to carry out Forex and CFDs contracts with Customer on an over-the-counter basis as per Customer's instructions, whether oral, written, or computerized, subject to the terms of this Agreement and all its annexes.*

*5.2 After completing the application form, the Customer can create a secret password to be used along with the user name selected by the Client.*

*5.3 The security systems of the Company are designed to ensure secure transmission of information to and from the Customer. The Customer is responsible for keeping passwords secret and preventing third parties from accessing the password or the trading facilities of the Company.*

*5.4 The Customer agrees to be exclusively responsible for any instruction received electronically identified with their password and account number, and for any electronic, oral, and written instruction given to the Company by persons who are apparently authorized by the Customer according to the sole judgment of the Company.*

1. ***APPROPRIATENESS OF TRADING***

*The company issues general market recommendations, but these should not be taken as personal advice or an endorsement to trade with the company. It is not the responsibility of the company to evaluate whether trading Forex or CFDs with the company is suitable for the customer or not. Any trades made by the customer are considered to be their own independent decision to trade with the company.*

***7. GOVERNMENTAL COUNTER PARTY INSTITUTION AND***

***INTERBANKING SYSTEM RULES***

*7.1 All trades made under this Agreement will follow the customary practices, rules, and interpretations of the counter party institution or other interbank market, as well as all relevant laws and regulations.*

*7.2 If any new laws or regulations are introduced by a governmental authority, contract market, or clearing organization that affect this Agreement, the affected provisions of this Agreement will be modified or superseded by the relevant provisions of the new laws or regulations. All other provisions of this Agreement, including any modified provisions, will continue to be in effect.*

*7.3 The Customer acknowledges that all trades made under this Agreement are subject to the above-mentioned regulatory requirements, and that such requirements do not provide the Customer with any independent legal or contractual rights.*

1. ***MARGINS AND DEPOSIT REQUIREMENTS***

*8.1 The Customer is responsible for providing and maintaining the required margin as determined solely by the Company, in the form and amount specified.*

*8.2 The margin required by the Company may be different from that required by other banks or brokers used by the Customer.*

*8.3 Orders must be placed with sufficient time for execution and for margin requirements to be calculated.*

*8.4 Profits resulting from a transaction will be added to the Customer's account as additional margin while the transaction is open, and after closing, as a balance available for withdrawal.*

*8.5 Losses resulting from a transaction will be deducted from the Customer's account.*

*8.6 If the Customer loses more than 10% of their account balance, thereby abusing and neglecting the work with the bonus system and jointly generated profits, the Company has the right to require compensation equal to the lost amount within 30 days. Failure to do so will result in withdrawals being subject to clause 9 of the Clients Agreement.*

*8.7 For verifying the validity of the account the company requires certain documents within 14 days of making a deposit. The documents include proof of identification such as a passport, driver's license, or identity card, a recent utility bill or bank statement dated within the last 3 months confirming the customer's registered address, and a copy of both sides of each credit card used for making deposits, including the name, expiry date, first six and last four digits, and signature. Additionally, a declaration of deposit should be provided with the customer's name, card details, deposit amount, date, and signature. These requirements are only needed after the first account top-up, and the previously uploaded utility bill must still be valid with each deposit.*

*In case these documents were not provided in due time and in full the above amount, the company reserves the right to block the customer account before providing the necessary documents.*

***9. BONUSES, BORROWED FUNDS OR CREDIT***

***FUNDS***

*9.1 MVPinvest may choose to offer bonuses to customers by adding bonus amounts to their trading accounts, subject to specific terms and conditions determined by the company. Customers can find the details of these bonuses, promotions, and benefits in the company's terms and conditions.*

*If MVPinvest suspects any wrongdoing or deception, the company reserves the right to cancel bonuses, promotions, or benefits that have been provided or are supposed to be provided to the relevant trading account. The decision to offer a bonus to a potential client is solely at the discretion of MVPinvest.*

*To withdraw bonuses or profits earned from bonuses, customers must execute a minimum trading volume of $10,000 for every $1 of bonus. For example, if a customer receives a bonus of $100, they must have a minimum trading volume of $1,000,000 to withdraw their bonus.*

*The trading volume requirement for bonus withdrawal begins from the date the customer receives the bonus.*

*MVPinvest allows account management during the period before meeting the trading volume requirements related to the bonus. If a withdrawal is requested during this period, the full bonus amount and any profits generated from the bonus will be forfeited. The bonus amount will be deducted from the remaining account balance, leaving the client free to manage the remaining balance.*

*Accepting the bonus binds the client to the bonus terms and conditions. Once the bonus is credited to the account, it cannot be retracted or removed under any circumstances.*

*By agreeing to the Terms & Conditions, the client agrees to use any bonuses provided by the company for trading volume (lots). When trading with bonuses, MVPinvest reserves the right to charge spreads, swaps, and other fees.*

*The client cannot withdraw bonuses or any amount from their account until all spreads, swaps, and other fees have been paid to the company. For every dollar provided to the client, they must generate $10,000 of trade volume.*

*The trading volume is calculated based on all costs incurred throughout the entirety of the client's business relationship with MVPinvest. Bonuses, which are funds provided by MVPinvest to the trader for trading purposes, can only be withdrawn under specific conditions. These bonuses can serve as a tool to increase trading volumes as well as to boost the free margin, which offers protection against unexpected account drawdowns.*

*9.2 If the Company suspects or has reason to believe that the Customer has engaged in fraudulent activities to obtain a bonus or any other promotion, the Company may, at its sole discretion, cancel or reject the bonus, terminate the Customer's access to the Company's services, and/or terminate the contract between the Company and the Customer. Additionally, the Company may block the Customer's Account(s) and transfer any unused balance to the Customer.*

*9.3 If the Company suspects or has reason to believe that the Customer has abused the terms and conditions of a bonus offer by hedging positions using other trading accounts, either internally or externally, the Company reserves the right to cancel bonuses, trades, or profits associated with the Customer's account(s).*

*9.4 Clients are able to request borrowed funds or credit funds from the company without incurring an interest rate. The application process can be done through written correspondence or recorded telephone conversation, and both the company and its partners can provide these funds. However, clients are required to repay the funds within the agreed-upon timeframe, which is determined upon receipt of the funds. Withdrawal of the borrowed or credit funds is not permitted, as they are intended to improve the margin level on the client's account. Once the client has fully repaid the funds, they will be withdrawn from the account in accordance with clause 35. The client's equity in the UTIP platform will increase with the receipt of borrowed funds, and this transaction will be recorded in the account history. Failure to repay the funds within the agreed-upon timeframe may result in withdrawal of the funds or account blockage at the company's discretion.*

*9.5 Bonus promotions may be restricted in certain jurisdictions.*

*9.6 Company reserves the right to cancel or reject bonus promotions at its sole discretion.*

***10. CUSTOMER ASSETS***

*10.1 The Company does not pay any interest on the funds that the client deposits.*

*10.2 Any funds, securities, currencies, or other property belonging to the client that are in the possession or control of the Company or its affiliates, either individually or jointly with others, are held as security and are subject to a general lien and right of set-off for any liabilities the client may have to the Company. This applies regardless of whether the Company has made any advances in connection with such property or the number of accounts the client may have with the Company.*

*10.3 The Company is not required to deliver the same property back to the client that was delivered or purchased for the client's account.*

*10.4 The Company's failure to enforce its rights does not waive its rights under this agreement.*

*10.5 The Company is appointed as the client's attorney-in-fact and is authorized to take any actions deemed necessary or desirable to protect the Company's interest in any collateral, including the execution, delivery, and filing of financing statements, without notice to the client.*

*10.6 If the collateral provided by the customer is not enough to cover their debt or obligations to the company, including the obligation to provide margin, the customer must promptly pay the remaining amount upon demand.*

*10.7 Customers who trade on the company platform agree to transfer full ownership of their funds to the company for the purpose of securing or covering required margin. The required margin will no longer belong to the customer and will be deposited by the company as collateral with its liquidity providers. These funds will not be registered in the customer's name. Any funds deposited by the customer in excess of the required margin will be treated as client funds in accordance with the Client Asset.*

***11. CONFLICTS OF INTEREST***

*11.1 Company is required to maintain and operate effective organizational and administrative controls to take all reasonable steps to identify, manage, disclose and record conflicts of interest. In order to achieve this Company has established and implemented a Conflicts of Interest policy.*

*11.2 Where arrangements made by Company to manage conflicts of interest are insufficient to ensure, with reasonable confidence, that risks of damage to client interests will be prevented, Company shall clearly disclose to the client the general nature and the sources of the conflicts of interest before undertaking business on the client’s behalf.*

***12. COMPLAINTS***

*12.1 In the event that you are dissatisfied with the service provided by Company, we will deal with your complaint internally and will endeavor to come to a satisfactory solution promptly.*

*12.2 All complaints should be directed to* [*info@mvpinvest.com*](mailto:info@mvpinvest.com)

***13 LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES***

*13.1 In the event of (a) the death or judicial declaration of incompetence of Customer; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) the filing of an attachment against any of Customer’s accounts carried by Company, (d) insufficient margin, or Company’s determination that any collateral deposited to protect one or more accounts of Customer is inadequate, regardless of current market quotations, to secure the account; (e) Customer’s failure to provide us with any information requested pursuant to this agreement or any applicable law; or (fJ any abuse of trading practices, manipulations and/or fraud by Customer or any other person authorized to use the account; or (g) any other circumstances or developments that we deem appropriate for its protection, and in Company’s sole discretion, it may take one or more, or any portion of, the following actions   
Satisfy any obligation Customer may have to us, either directly or by way of guaranty of suretyship, out of any of Customer’s funds or property in Company’s custody or control;*

*13.2 These actions may be taken without demand for additional margin and without prior notice, and the Company has the right to sell or buy without notice in the future.*

*13.3 Any prior demand or notice of sale or purchase will not be considered a waiver of the Company's right to sell or buy without demand or notice in the future.*

*13.4 In liquidating the Customer's long or short positions, the Company may offset the positions in the same settlement or initiate new positions to establish a hedge to protect or reduce existing positions in the Customer's account.*

*13.5: The Company has the authority to conduct sales or purchases at their discretion in any interbank or exchange market where it is customary or at a public or private auction. The Company has the right to purchase the whole or part of the transaction without the possibility of redemption.*

*13.6: To safeguard the interests of the customer, if the equity or net liquidation value of the trading account falls below the minimum margin requirement, all of the customer's open transactions will be automatically closed, regardless of whether they are profitable or not.*

*13.7: If the amount in the customer's trading account goes below zero, the customer must notify the Company immediately, and the Company will cancel the account.*

*13.8: The Company, its subsidiaries, affiliates or agents shall not be held responsible for any losses or damages resulting from the closure of positions in accordance with the above.*

*13.9: The customer is responsible for paying any negative balance in their account upon demand by the Company. In the event of the liquidation of the customer's account, either partially or wholly, by the customer or the Company, the customer shall be held responsible for any remaining deficiency.*

*13.10 If the funds received from the transactions authorized under this agreement are not enough to cover all of the Customer's debts to the Company, the Customer must pay the remaining balance and any unpaid debts, along with an interest rate of three percentage points above the prevailing prime rate at the Company's principal bank or the maximum legal interest rate. The Customer must also pay any collection costs, including legal fees, witness fees, and travel expenses.*

*13.11 If the Company incurs any expenses related to the Customer's account(s) that are not related to debt collection, the Customer agrees to pay those expenses.*

1. ***FEES/CHARGES***

*14.1 The spread on each transaction constitutes a part of Company's revenues, and it is the difference between the bid and ask price of the quoted price on a transaction. Customer is aware of this.*

*14.2 If a customer requests a specific fee structure, they may be required to pay a commission to open and close Forex and CFD positions. The commission payable will be debited from the customer's account at the same time as the Company opens or closes the relevant Forex and CFDs.*

*14.3 You are responsible for paying all government taxes, fees, duties, and obligations associated with activities on your account, including deductions required by the laws of your country of residence. You hereby waive any claims against MVPinvest in relation to the foregoing. We may also charge incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees.*

*14.4 In certain circumstances, additional fees may be charged, including statement charges, order cancellation charges, account transfer charges, telephone order charges, or fees imposed by any interbank agency, bank, contract, market, or other regulatory or self-regulatory organizations arising out of Company's provision of services hereunder.*

*14.5 Customer may incur additional fees for the purchase of optional value-added services we offer.*

***14.6 ROLLOVERS AND OVERNIGHT INTEREST:***

*14.6.1 At the end of each trading day, a financing charge may apply to each open position in Forex and CFDs.*

*14.6.2 The financing charge will either be paid directly by the customer to the company or by the company to the customer, depending on the type of Forex or CFDs and the nature of the customer's position.*

*14.6.3 The calculation method of the financing charge will vary according to the type of Forex or CFDs, and the amount will be linked to current interest rates.*

*14.6.4 The financing charge will be credited or debited to the customer's account on the next trading day after it is incurred.*

*14.6.5 The company reserves the right to change the method of calculating the financing charge, the financing rates, and/or the types of Forex or CFDs to which the financing charge applies.*

*14.6.6 For certain types of Forex or CFDs, a commission is payable by the customer to open and close positions, which will be debited from their account at the same time as the company opens or closes the relevant position.*

*14.6.7 CFDs are linked to the market price of a base asset, including the market price of future contracts. A few days before the expiration date of the base asset, it will be replaced with another asset, and the CFD's quotation will change accordingly.*

*14.6.8 CFDs do not have an expiration date.*

*14.6.9 Trades in CFDs are continuous, and the base assets to which they are linked vary from time to time.*

*14.6.10 The company reserves the right to determine the base asset to which the CFD is linked, the date of replacement of the base asset, and the replacement conditions.*

*14.6.11 After the replacement of the base asset, the quotation of the CFDs shall be adjusted, and the customer's account shall be credited or debited according to the difference in quotations resulting from the replacement of the base asset.*

*14.6.12 The difference in quotations between the base assets is affected by the difference in rates between selling and buying such assets in the market, and therefore the revaluation of selling and buying transactions shall be in different values.*

*14.6.13 Customers will be charged a Spread Cost for closing the old contract and opening the new contract, as well as a Standard Overnight Interest charge.*

*14.6.14 Generally, debits will exceed credits in such cases.*

*14.6.15 Any open transactions held by the Customer at the end of the trading day or over the weekend will be automatically rolled over to the next business day to prevent an automatic close and physical settlement of the transaction.*

*14.6.16 The Customer acknowledges that rolling over such transactions to the next business day may result in the addition or subtraction of overnight interest to or from their account.*

*14.6.17 The amount of overnight interest will be determined by the Company at its discretion.*

*14.6.18 The Customer hereby grants the Company authorization to add or subtract overnight interest from their account for any open transactions that have accrued overnight interest, in accordance with the applicable rate and time of collection specified on the trading platform for each individual instrument.*

1. ***COMMUNICATIONS, STATEMENTS, AND CONFIRMATIONS***

*15.1 The Company will post reports, statements, notices, trade confirmations, and other communications online and may transmit them to the address designated by the Customer in writing or electronically.*

*15.2 The Customer is responsible for notifying the Company of any changes in their email address.*

*15.3 Communications are considered received when made available to the Customer by the Company, regardless of whether the Customer actually accessed the statement.*

*15.4 The Customer can generate daily, monthly, and annual account statements detailing transaction activity, profit and loss statements, open positions, margin balances, account credits and debits, bonuses, credit funds, and funds accrued to the client from financial companies.*

*15.5 Reports of order confirmations and account statements posted online by the Company are deemed correct and binding upon the Customer if not objected to within two business days of the posting online.*

*15.6 Objections may be initially made by email, but must be confirmed in writing thereafter.*

*15.7 If the Customer becomes aware of an error with respect to any report or statement, they shall immediately inform the Company and are responsible for returning the amount to the Company. If the Company becomes aware of such an occurrence, it is authorized to correct the report or statement and, if applicable, treat it as a Deficit Balance. The Company also has the right to cancel trades involving these amounts and subsequently adjust the customer's account.*

*15.8 By providing their registration data to the Company, the Customer declares their consent to receive communications containing content of a commercial nature related to their use of the trading platform, including information and offers from the Company or third parties that the Company believes the Customer may find useful or interesting, such as newsletters, marketing or promotional materials, by means of telephone, facsimile, SMS or e-mail, from the Company, its subsidiaries, affiliates and agents.*

*15.9 Customer acknowledges that Company may distribute commercial communications to Customer without obtaining prior written or oral consent. However, Company will cease to distribute such communications if Customer notifies Company in writing that it no longer wishes to receive them.*

*15.10 Clients can generate statements of their account at any time using the online trading platform. These statements will show the time of order execution and the account balance. Company's internal records will indicate the time the order was requested from the client.*

*15.11 Real-time access to each client's account, including transaction history, order execution times, and account balance, will be available to customers.*

1. ***DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY***

*16.1 Company, along with its subsidiaries, affiliates, or agents, shall not be liable for any loss or damage caused by events, actions, or omissions beyond the company's control. This includes, but is not limited to, delays or inaccuracies in the transmission of orders and/or information due to the breakdown or failure of transmission or communication facilities or electrical power outage.*

*16.2 Neither Company nor any of its subsidiaries, affiliates, or agents warrants that the trading platform or any services provided, including Third-Party Licenses, will be available without interruption or error-free. Such trading platform and services are being provided "AS IS" without any representation or warranty of any kind, except as otherwise set forth herein.*

*16.3 Under no circumstances shall Company or any of its subsidiaries, affiliates, or agents be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, Company's trading platform or services, including Third-Party Licenses. This includes but is not limited to lost profits, loss of business, trading loss, loss of data or use of data, any unauthorized access to, alteration, theft, or destruction of Customer's computers, computer systems, data files, programs or information, or costs of procurement of substitute goods or services.*

*16.4 Customer agrees that this section represents a reasonable allocation of risk, an essential element of this Agreement, and in its absence, the economic terms of this Agreement would be substantially different.*

*16.5 This limitation applies regardless of the alleged liability basis, whether it is contract, tort, negligence, strict liability, or any other basis, even if Company or any of its subsidiaries, affiliates, or agents have been advised of the possibility of such damage.*

*16.6 Neither Company nor any of its subsidiaries, affiliates, or agents has a liability or duty of indemnification related to unusable data, lost or corrupt Customer transactions or data, by whatever means, in whatever form.*

*16.7 This limitation of liability additionally eliminates any duty or liability on the part of Company or any of its subsidiaries, affiliates, or agents related to unusable data, lost or commit Customer transactions or data, resulting in part or in whole from third-party software or networking goods or services or from internet-related problems or from actions or events outside of Company's control.*

*16.8 The Company, its subsidiaries, affiliates, and agents explicitly state that they are not liable for any losses resulting from breaches of internet security or disruptions, distortions, or delays in the Customer's internet connections for any reason.*

*16.9 Since OTC is not an exchange traded market, the prices at which the Company deals or quotes may or may not be similar to those of other OTC market makers.*

*16.10 The Company will not be responsible for any resulting errors in account balances if a quoting or execution error occurs, including mistyped quotes, quotes not representative of fair market prices, erroneous quotes from dealers, or errors due to hardware, software, communication lines or systems failures, or inaccurate external data feeds provided by third-party vendors. In the event that transactions are opened or closed based on an erroneous quote, the Company's trading room will attempt to promptly recognize and reset the event. The Customer acknowledges that the reset process may take some time, during which they may be unable to use their trading account, and outstanding orders may not be executed.*

*16.11 If the Company identifies an erroneous or outdated quote, it may offer the Customer an alternative quote or allow the transaction to proceed, solely at the Company's discretion.*

*16.12 The Customer acknowledges that the Company, its subsidiaries, affiliates, and agents are not liable for any losses or damages resulting from or related to the reset process.*

***16.13 Third-Party Licenses:***

*16.13.1 If the Company's website or online trading platform includes or embeds any third-party software, the use of such software is subject to the terms of this Customer Agreement that apply to the online trading platform.*

*16.13.2 The Customer is responsible for complying fully with the terms of any Third-Party Licenses that the Company may provide from time to time.*

*16.13.3 We do not provide any express or implied warranty, indemnity or support for the Third-Party Licenses and we shall have no liability related to them.*

*16.13.4 "Third-Party Licenses" refer to the licenses from third parties that govern the use of third-party software embedded or used in the trading platform.*

1. ***FLUCTUATION RISK OF FOREX AND CFDs***

*17.1 If the Customer instructs the Company to carry out any Forex or CFD transaction, the following conditions shall apply:*

* *Any profit or loss arising from fluctuations in Forex or CFDs shall be solely borne by the Customer.*
* *All initial and subsequent margin deposits shall be made in US dollars, Euros, or Great British Pounds, in amounts determined solely at the discretion of the Company.*
* *The Company is authorized to convert funds in the Customer's account for margin purposes into and from foreign currencies, at exchange rates determined by the Company based on prevailing money market rates.*

***18. INDEMNIFICATION***

*18.1 Company will not be held liable and is indemnified from any claims and losses caused by:*

* *Actions or omissions of the Customer*
* *Unauthorized access to the Customer's account*
* *Malfunction or failure of systems or equipment, whether belonging to the Customer or the Company*
* *Delays, failures, or errors in executing instructions*
* *Inaccurate or incomplete instructions provided by the Customer*
* *Reliance or use by the Customer or any other third party of financial and market data, quotes, news, analyst opinions, research reports, graphs, or any other data available through the trading platform or Third-Party License, whether for completing a transaction or any other purpose*

*18.2 Company has the right to offset any liabilities under this section from the Customer's account.*

1. ***Prohibition on Arbitrage and Manipulation***

*19.1 Company strictly prohibits the practice of arbitrage and any form of manipulation of its prices, execution, and platform. Transactions based on errors, omissions, or misquotes on the Company platform are also forbidden.*

*19.2 In an over-the-counter (OTC) market where the client buys or sells directly from the market maker, the concept of arbitrage and "scalping" - taking advantage of internet delays - cannot exist due to price latency, connectivity delays, and price feed errors that sometimes result in the displayed prices not accurately reflecting market rates.*

*19.3 Transactions relying on price latency or price feed errors may be subject to intervention, including voiding any transactions resulting from these practices, revocation of profits, widening of spreads, blocking of trading, and other necessary corrections or adjustments on the account without prior notice.*

*19.4 If Company suspects or has reason to believe that Customer has abused the terms and conditions by hedging positions internally (using other trading accounts held with Company) or externally (using other trading accounts held with other brokers), Company reserves the right to cancel any trades or profits associated with Customer’s account(s).*

1. ***EXECUTION OF ORDERS, STOP AND LIMITS***

*20.1 The Company will make every reasonable effort to execute all orders it accepts in accordance with the Customer's instructions, whether given orally, in writing, or through a computer.*

*20.2 The Company reserves the right to decline any order.*

*20.3 At its sole discretion, the Company may allow the Customer to specify a closing price for a transaction on the trading platform using a "Close at Loss" or "Close at Profit" order, subject to the terms of this Agreement and any other terms and conditions that the Company may implement from time to time.*

*20.3.1 "Close at Loss" refers to an offer to close a transaction at a price determined in advance by the Customer. If the transaction is opened by buying a specific number of an instrument, the closing price must be lower than the opening price. If the transaction is opened by selling a specific number of an instrument, the closing price must be higher than the opening price.*

*20.3.2 "Close at Profit" refers to an offer to close a transaction at a price determined in advance by the Customer. If the transaction is opened by buying a specific number of an instrument, the closing price must be higher than the opening price. If the transaction is opened by selling a specific number of an instrument, the closing price must be lower than the opening price.*

*20.4 Once the Customer's offer is accepted by the Company, the Customer authorizes the Company to close the transaction at the agreed-upon Close at Loss or Close at Profit price without further instruction or notification from the Customer.*

*20.5 The Company may, at its sole discretion, close the transaction when the price quoted on the trading platform matches the price accepted by the Company for such an order.*

*20.6 The Customer acknowledges and agrees that the Company is not obligated to close a transaction that does not comply with any other agreed-upon limitations for such a transaction.*

*20.7 The Customer acknowledges and agrees that due to market volatility and factors beyond the Company's control, the Company cannot guarantee that a Close at Loss order will be executed at the specified level in the Customer's order. In such cases, the Company will close the transaction at the next best price.*

*20.8 If the Company's quote moves in the Customer's favor before the Company accepts the Customer's Limit Order to open or close a transaction (e.g., if the price goes down as the Customer buys or goes up as the Customer sells), the Company will execute the closing transaction at the Customer's specified price and not better. The Customer agrees that the Company can retain such price movement for its own account.*

*20.9 The Customer is aware that the Company earns revenue from the spreads on each transaction, which is the difference between the bid and ask price of the price quote for a transaction. Therefore, if the fair market price decreases the Company's spread in a specific transaction, the Company may, at its sole discretion, choose not to execute the transaction. In such cases, the Company may send the Customer an amended quote for their consideration. The Company may complete a transaction at its sole discretion if the fair market price does not affect the Company's spread from the transaction and/or increases it.*

1. ***MARKET RECOMMENDATIONS AND INFORMATION***

*21.1 Customer acknowledges that any market recommendations, signals, or information communicated by Company, its subsidiaries, affiliates, agents, or any person within Company, do not constitute an offer to sell or solicit an offer to buy any OTC contract, and that Company does not provide investment advice. Although such recommendations and information are generally based on information obtained from reliable sources, they may be based solely on a broker's opinion and may be incomplete or unverified. Therefore, Company makes no representation, warranty, or guarantee as to the accuracy or completeness of any information or market recommendation furnished to the customer. Furthermore, Company shall not be responsible for any loss or damage, including without limitation any loss of margin or profits that may arise directly or indirectly from use or reliance on such recommendations or information.*

*21.2 Customer acknowledges that it is solely responsible for assessing the risks and merits of any trade it may enter into with Company, whether as a result of information provided by Company or otherwise.*

*21.3 Customer understands that Company makes no representations concerning the tax implications or treatment of any trading activity.*

***22.1 The customer makes the following representations and warranties:***

* *If the customer is a natural person, they are of legal age, sound mind, and legal competence.*
* *No person other than the customer has or will have an interest in their account(s), and they have not granted and will not grant a security interest in their account with the Company to any person without the Company's prior written consent.*
* *The customer has full beneficial ownership of all collateral and will not grant any security interest in any collateral to any person without the Company's prior written consent.*
* *The customer warrants that they are suitable to trade OTC and are not an employee of any exchange, corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company. If the customer becomes so employed, they will promptly notify the Company in writing.*
* *The customer will execute and deliver all documents, give all notices, make all filings, and take such other actions as the Company deems necessary or desirable to evidence or perfect any security interest in favor of the Company or to protect the Company's interests with respect to any collateral.*
* *The customer has read and understands the provisions contained in this Agreement, including, without limitation, the Company's AML Policy, Refund and Return Policy, KYC Policy, Privacy Policy, and Risk Disclosure Statement. The customer agrees to review this Agreement and will not affect any transaction in their account unless they understand this Agreement. The customer represents that they have read and understood this Agreement as in effect at the time of such transaction.*
* *The customer agrees to comply with all applicable laws, statutes, and regulations and declares that the execution and delivery of this Agreement and all other transactions contemplated hereunder, and the performance of all of their obligations under this Agreement and any other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law, or policy applicable to them. The customer may not use this account with the Company for any illegal activity.*

*The customer also declares that they are not a resident or citizen of the following countries: USA, Palestine, Japan, Sudan, Syria, Yemen, Iran, or North Korea.*

1. *DISCLOSURE OF FINANCIAL INFORMATION*

*23.1 The Customer acknowledges and confirms that the Customer has thoroughly evaluated the portion of their assets that they consider to be risk capital.*

*23.2 The Customer understands and accepts that risk capital is the amount of money the Customer is willing to put at risk, and any loss of it will not significantly impact the Customer's lifestyle or financial well-being.*

1. ***NO SEPARATE AGREEMENTS***

*24.1 The Customer acknowledges that they have no separate agreement with the Company, its employees or agents, regarding trading in the Customer's account. This includes any agreement to guarantee profits or limit losses in the account.*

*24.2 The Customer understands that they must authorize every transaction prior to execution, unless they have delegated discretion to another party by signing the Company's limited trading authorization, or as otherwise agreed in writing with the Company. Any disputed transactions must be brought to the attention of the Company's Compliance Officer, pursuant to the notice requirements outlined in this Customer Agreement.*

*24.3 The Customer agrees to indemnify and hold the Company, its subsidiaries, affiliates, and agents harmless from all damages or liability resulting from the Customer's failure to immediately notify the Company's Compliance Officer of any of the occurrences referred to herein.*

*24.4 All notices required under this section shall be sent to the Company at its home office.*

1. ***MARKETING PARTNER REFERRAL DISCLOSURE***

*25.1 Company may collaborate with advertising affiliates, referrers, or marketing partners (collectively referred to as "Marketing Partners") who are independent of each other and Company. The relationship between Company and Marketing Partner does not establish a joint venture or partnership, and Marketing Partner is not an agent or employee of Company.*

*25.1.1 Company cannot endorse or vouch for the accuracy or completeness of any information or advice provided by Marketing Partners or any other person not employed or acting on behalf of Company regarding the risks involved in trading Forex or CFDs.*

*25.1.2 Since Marketing Partner is not affiliated with Company, Company does not endorse or vouch for the services provided by Marketing Partner. It is the Customer's responsibility to perform due diligence on Marketing Partner before using their services.*

*25.1.3 Customers must open an account directly with Company to trade with them, and Company makes appropriate risk disclosure information available to all Customers when they open accounts. Customers should read that information carefully and not rely on any contrary information from any other source.*

*25.1.4 Company, its agents, or anyone associated with Company have not made any representations or warranties regarding future profits or losses in Customer's account.*

*25.1.5 Customers understand that Forex and CFD trading is risky, and that there is a substantial risk of loss. They also acknowledge that the use of a trading system, course, program, research, or recommendations of Marketing Partner or any other third party will not necessarily result in profits, avoid losses or limit losses.*

*25.1.6 Trading Forex and CFDs carries a high level of risk. Clients should carefully consider whether they can afford to lose the capital they invest and should seek professional financial advice if necessary.*

*25.1.7 The Client acknowledges that Company may compensate Marketing Partners for referring them to the Company, which may be based on a per-trade or other basis. The Client has the right to be informed of the exact nature of such compensation.*

*25.1.8 The Client acknowledges that a Marketing Partner may also act as a Trading Agent, and the Client may incur a mark-up beyond the ordinary spread provided by the Company when using a Trading Agent.*

*25.1.9 The Company shall not be liable for any losses incurred by the Customer as a result of relying on information or advice provided by any third party, including Trading Agents or Marketing Partners.*

***26. TRADING AGENTS***

*26.1 If a third party is granted trading authority or control over the Customer's account, whether on a discretionary or non-discretionary basis, the Customer acknowledges that they are assuming the associated risk.*

*26.2 The Customer also acknowledges that the Company, its subsidiaries, affiliates, or agents are not responsible for reviewing the Customer's choice of Trading Agent, or the actions taken by the Trading Agent, and will not make any recommendations with respect to them.*

*26.3 The Customer understands that the Company makes no warranties or representations concerning any Trading Agent and that the Company, its subsidiaries, affiliates or agents will not be responsible for any loss occasioned by the actions of the Trading Agent. The Customer also acknowledges that the Company does not endorse or approve of the operating methods of the Trading Agent.*

*26.4 If a Customer chooses to grant trading authority or control over their account to a Trading Agent, they agree to enter into a power of attorney agreement (POA) with the Trading Agent and provide the POA to the Company.*

*26.5 Upon receipt of the POA, the Company is authorized to follow the instructions of the Trading Agent in every respect until the Customer notifies the Company in writing that the POA is revoked or has expired.*

*26.6 The Customer authorizes the Company to debit their account in accordance with the terms agreed upon between the Customer and Trading Agent, which are set out in the POA.*

*26.7 The Customer acknowledges that the Trading Agent and third-party vendors of trading systems, courses, programs, research or recommendations may not be regulated by a government agency. Therefore, it is the Customer's responsibility to perform necessary due diligence on the Trading Agent prior to using any of their services and to satisfy themselves of its competence and/or suitability to the Customer.*

*26.8 The Customer acknowledges that they or the Trading Agent may choose to use an automated trading system, and that the Company does not take responsibility for any such system. The Customer is aware of the volume of trading and resulting commissions that such systems may generate, and the impact this may have on the performance of their account. The Customer accepts the risks associated with the use of computers and data feed systems, including but not limited to, failure of hardware, software, or communication lines or systems, inaccurate external data feeds provided by third-party vendors, and agrees to hold the Company harmless from any losses in the account associated with these risks. The Customer acknowledges that neither the Company nor any of its officers, directors, vendors, employees, agents, associated persons or personnel will be liable for any such breakdown or failure.*

*26.9 By using a Trading Agent, the Customer acknowledges that they may be subject to a mark-up that goes beyond the regular spread offered by the Company. The agreement between the Trading Agent and the Customer will provide specific details on any such mark-up.*

*26.10 The Customer acknowledges that any actions or decisions taken by the Trading Agent on their behalf will be considered as the Customer's actions, and any losses or gains resulting from the Trading Agent's actions will be the Customer's responsibility.*

*26.11 The Customer agrees to indemnify and hold the Company harmless from any liabilities, losses, damages, costs, and expenses, including attorney's fees, arising from the Trading Agent's management of the account. This includes any actions, instructions, or omissions by the Trading Agent.*

*26.12 The Customer understands that trading foreign exchange, commodities, futures, Forex, CFDs is highly risky, and therefore, the Customer should carefully evaluate whether to trade through the Company, either with a Trading Agent or otherwise, if they do not have sufficient capital they can afford to lose.*

1. ***DISCLOSURE OF CUSTOMER INFORMATION***

*27.1 The Company will not share or sell any information regarding its customers and/or prospective customers unless required in the ordinary course of business, including, but not limited to, its banking or credit relationships, or to its employees, agents, partners, and associates. The Company's Privacy Statement discloses any other persons to whom such information may be shared.*

*27.2 The Company may disclose information regarding a customer and their transactions to federal or state regulatory agencies and law enforcement authorities in response to a request for such information or pursuant to a court order or subpoena.*

*27.3 The Company may share statistical information without disclosing the identity of its customers.*

***30. TERMINATION***

*30.1 This Agreement will remain valid until terminated and can only be terminated by the Customer no sooner than six months after the initial payment. To terminate the agreement, the Customer must provide written notice (which can be through email) at least three days in advance when they have no open Forex or CFDs positions or liabilities with the Company. The termination will only take effect once the Company receives written notice at its home office. The Company also has the right to terminate the agreement at any time by sending a written notice of termination to the Customer. However, any termination will not affect any previously entered transactions and will not release either party from their obligations under this agreement. The termination will also not release the Customer from any obligations arising from any deficit balance.*

***31. INTELLECTUAL PROPERTY AND CONFIDENTIALITY***

*31.1 The Company website, its contents, and related materials ("Company IP") are protected by copyright, trademark, trade secret, and other intellectual property and proprietary rights. The Company and its licensors own all the rights to the Company IP, and third-party materials belong to their respective owners. Customers have the right to access and use the Company IP as specified in this agreement but do not have any ownership rights.*

*31.2 The Company IP is confidential and has been developed with significant investment in time, effort, and money.*

*31.3 Customers are responsible for safeguarding the confidentiality of the Company IP and must not provide website access to third parties.*

*31.4 Customers must not share any information derived from or related to the Company IP with third parties.*

*31.5 Customers are prohibited from copying, modifying, de-compiling, reverse engineering, or creating derivative works based on the Company IP or its operational methods.*

*31.6 If Customers have any feedback or ideas to improve Company services, they can contact the Company. By doing so, Customers grant the Company a perpetual, royalty-free, irrevocable, transferable license, with the right of sublicense, to use and incorporate the feedback or ideas into the Company's services without compensation.*

1. ***RECORDINGS***

*32.1 By using the Company's services, the Customer acknowledges and agrees that any conversations related to their account(s) with Company personnel may be electronically recorded, with or without the use of an automatic tone warning device.*

*32.2 The Customer further agrees that Company, its subsidiaries, affiliates, and agents may use such recordings and transcripts as they deem necessary in connection with any legal proceedings or disputes that may arise.*

*32.3 The Customer is aware that Company destroys such recordings at regular intervals, in accordance with its established business procedures. Therefore, the Customer consents to such destruction.*

1. ***LEGAL RESTRICTIONS***

*33.1 Customer acknowledges that financial contracts are subject to varying laws and regulations in different countries, and it is Customer's sole responsibility to comply with all applicable laws, regulations, or directives relevant to their country of residence in using the Company website.*

*33.2 Customer's access to the Company website does not imply that the Company's services and/or Customer's activities are legal under the laws, regulations, or directives relevant to their country of residence.*

*33.3 The Company website should not be considered an offer or solicitation to anyone in any jurisdiction where such an offer or solicitation is unauthorized or unlawful.*

*33.4 Access to the Company website and the offering of financial contracts may be restricted in certain jurisdictions, and users must inform themselves of any applicable restrictions and comply with them.*

1. ***DECLARATION***

*34.1 By accepting this Agreement, the Customer hereby affirms that the funds invested in their account with the Company do not originate from any illegal activities, including drug trafficking or abduction.*

1. ***TAX COLLECTION***

*35.1 The Customer acknowledges that, in general, the Company does not collect taxes for any authority in any form or manner.*

*35.2 However, it is the Customer's sole responsibility to calculate and pay all taxes applicable to their country of residence, or arising as a result of their trading activity with the Company's services.*

*35.3 The Company may deduct tax as required by applicable law, but is not obligated to do so, from the results of the Customer's activity with the Company.*

*35.4 The Customer is aware that any amounts that can be withdrawn from their account are "gross amounts," and the Company may deduct taxes from them. The Customer acknowledges that they have no claim towards the Company regarding such deductions.*

1. ***ACCOUNT PROCEDURES - IDENTIFICATION***

*36.1 It is important for Customer to be aware that applicable laws require financial institutions to obtain, verify, and record information that identifies each person who opens an account.*

*36.2 As a responsible financial institution, Company makes efforts to prevent fraud and to confirm the identity of its customers.*

*36.3 Therefore, after opening a trading account with Company, Customer is required to provide certain identifying information and documents as requested by Company, which includes a copy of Customer's ID, a copy of Customer's utility bill (such as a phone bill or property tax bill), and copies of both sides of Customer's credit card (if deposit is made through credit card).*

*36.4 Customer confirms that all information provided during the registration process is true, accurate, current, and complete. Customer agrees not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers, or conceal Customer's identity from Company for any purpose.*

***37. WITHDRAWAL AND DEPOSIT PROCEDURES***

*37.1 To initiate a withdrawal request, the client must submit a formal request to the Company. The client must not have any open position in their trading account, and if they have availed of any Company Bonuses, the withdrawal request must comply with the Bonus Guidelines provided. Additionally, the same percentage of the requested amount to be withdrawn from the client's balance will be deducted from their credit funds. The approved withdrawal request will be sent to the client in the same manner it was received by the Company. The Company will not be liable for any transfer fee or other charges with respect to the withdrawal. The exclusive right of MVPinvest is to reject any other withdrawal procedure requested by the client and advise the most viable method.*

*The customer also acknowledges and accepts the Company's procedures with respect to withdrawals and deposits to accounts, as outlined below: Withdrawal Orders: Anti-Money Laundering regulations, credit card companies, and the Company may require documentation from time to time before executing a withdrawal order. If there are any borrowed or credited funds on the client's balance, which have not been withdrawn or redeemed, then the withdrawal of any funds from the account is not possible.*

*The time limit for withdrawing loan funds and borrowed funds from the client's account is 24 to 120 hours, given the miscalculations that may occur on the account.*

*Customers are aware that withdrawals may take longer than expected due to numerous reasons, some within the Company's control and some not. Credit card deposits may be returned to the same credit card per credit card companies' regulations when a withdrawal is performed. A withdrawal to a bank account where initial deposits have been made by credit cards will be executed back to the credit card or the bank account at the Company's discretion. Withdrawals to bank accounts may take longer due to additional security procedures.*

*Variance in Credit Card Deposits: If you choose an account base currency other than USD, your credit card may be charged a slightly different amount due to exchange rates and credit card fees. You accept that such variances may occur and confirm that you will not dispute or request a chargeback for the amount charged.*

*For Bank Transfers, you are required to use a bank account in your country of residence and in your name to comply with anti-money laundering regulations. Withdrawals from your Company account can only be refunded to the same bank account from which the funds were originally received.*

*When using alternative payment methods (such as internet payment vendors or money transfer services), you agree to and acknowledge being bound by the rules and regulations of the service, including fees and other restrictions. The Company may, at its sole discretion, execute withdrawals to a facility other than the one used for the initial deposit, in accordance with anti-money laundering regulations.*

*After the transaction, you must confirm the transaction by filling and signing the form sent to your registered email within three days. Failure to comply will result in the Company's right to block your account until the receipt of the signed form.*

1. ***WAIVER AND AMENDMENT***

*38.1 The Company will notify the Customer of any amendment or change by posting it on the Company's website or sending an email to the Customer at least 7 days before it takes effect.*

*38.2 If the Customer objects to any such change or amendment, the Customer must close all open positions and provide instructions to the Company on the disposition of all assets in the account within ten (10) business days after receiving notice of the change.*

*38.3 No waiver or amendment of this Agreement may be implied from any past dealings or any failure by the Company or its agents to assert their rights under this Agreement on any occasion or series of occasions.*

1. ***ENTIRE AGREEMENT:***

*39.1 This Agreement, along with all references to Company policies and procedures included in this Agreement, as well as the Trading Conditions, AML Policy, Refund and Return Policy, KYC Policy, Privacy Policy, and Risk Disclosure, constitutes the complete and exclusive agreement between the Company and the Customer, replacing any and all prior written or oral agreements.*

***40. ASSIGNMENT***

*40.1 Without the prior written consent of Company, Customer may not assign or transfer any of their rights or obligations under this Agreement to a third party. Any attempted assignment or transfer in violation of this provision will be considered void. However, Company has the right to freely assign this Agreement.*

***41. GOVERNING LAW AND JURISDICTION***

*41.1 This Agreement, the rights and obligations of the parties involved, and any legal or administrative proceedings arising directly or indirectly from it or in connection with the transactions outlined here, shall be governed by and construed in accordance with the laws of St. Lucia. Both Company and the Customer agree to submit to the non-exclusive jurisdiction of this country and any legal proceedings that may arise.*

***42. BINDING EFFECT***

*42.1 This Agreement shall remain in effect and apply to all current and future accounts opened or reopened by the Customer with Company, regardless of any changes in Company's personnel, successors, assigns, subsidiaries, affiliates, or agents.*

*42.2 This Agreement, along with all authorizations, shall benefit Company, its subsidiaries, affiliates, agents, successors, and assigns, whether through merger, consolidation, or otherwise, and shall be binding on the Customer and/or their estate, executor, trustees, administrators, legal representatives, successors, and assigns.*

*42.3 The Customer acknowledges and confirms all transactions made with Company before the date of this Agreement, and agrees that any rights and obligations in relation to those transactions will be governed by the terms of this Agreement.*

***CUSTOMER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE FOREGOING CUSTOMER AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL OF THE***

***TERMS AND CONDITIONS HEREOF****.*