

TERMS AND CONDITIONS

Solitaire Prime Ltd.

Effective Date: **insert**

1 INTRODUCTION AND ACCEPTANCE

- 1.1 These Terms and Conditions (Terms) govern your access to and use of the websites, portals, mobile applications, trading platforms, content, tools, research, and services operated by Solitaire Prime Ltd. (“Solitaire Prime”, “we”, “us” or “our”), including account onboarding, order entry, and execution or transmission services (collectively, the “Services”).
- 1.2 By accessing or using the Services, opening an account, placing any order, or clicking to accept, you agree to be bound by these Terms, our Privacy Policy, and any service specific terms. If you do not agree, do not use the Services.
- 1.3 If you enter a separate client, account, or product agreement with us (Client Agreement), that agreement governs your trading relationship; these Terms govern general website/platform use and electronic trading conduct. In a conflict, the Client Agreement prevails for trading.

2 ELIGIBILITY, COMPLIANCE, AND USER CATEGORIES

- 2.1 **Eligibility:** By accessing or using the Services, you represent and warrant that: a) you are at least the age of majority in your jurisdiction and otherwise have full legal capacity to enter into binding agreements; b) you are acting on your own behalf or, if acting for an entity, have full authority to bind that entity; and c) your access to and use of the Services complies with all laws and regulations that apply to you.
- 2.2 **Your Compliance:** You are solely responsible for determining whether your access to and use of the Services is lawful in your location and for complying with all applicable laws, rules, and regulations, including those relating to financial services, derivatives trading, Anti--Money Laundering and sanctions, data protection and privacy, consumer protection, tax reporting, and foreign exchange controls. You are responsible for obtaining any licenses, approvals, or consents required for your use of the Services and for meeting all tax obligations arising from your activities. You must not access the Services from jurisdictions where such access is prohibited or restricted, including but not limited to sanctioned countries as defined by UN, OFAC, EU, or UK lists.
- 2.3 **User Categories:** We may classify users (for example, as retail, professional, or institutional) according to our policies and applicable standards. Product availability, leverage, features, disclosures, suitability/appropriateness assessments, and protections may vary by category. We may reclassify you at any time where appropriate and will inform you of any material changes affecting your access or protections.

3 NO OFFER, NO ADVICE, AND CONFLICTS

- 3.1 **Information Only:** The Services and all content made available through them are provided for general information and educational purposes only. Nothing on or through the Services constitutes investment, financial, legal, tax, accounting, or other professional advice, or a recommendation, solicitation, or offer to buy, sell, or hold any product, security, instrument, or service.
- 3.2 **Execution-Only:** Where we provide access to trading or order-entry functionality, we do so on an execution-only basis unless expressly stated otherwise in writing. We do not assess the suitability or appropriateness of any transaction for you, and we do not consider your objectives, financial situation, or needs. You are solely responsible for your investment decisions, strategies, and outcomes.
- 3.3 **Conflicts and Affiliates:** Our affiliates, directors, officers, employees, agents, service providers, and other clients may hold or take positions in instruments related to your transactions, or in instruments or strategies contrary to your positions. We may hedge, offset, or otherwise manage our exposure (including with third-party liquidity providers or counterparties). You acknowledge and consent to these activities and agree that they do not, by themselves, constitute a conflict giving rise to any duty to you beyond those set out in these Terms or any applicable Client Agreement.



4 ACCOUNT OPENING, KYC/AML, AND VERIFICATION

- 4.1 **Registration:** To access trading or account features, you must complete our onboarding process, provide complete and accurate information, and keep all details (including contact information, tax status, and beneficial ownership) current at all times. You agree to promptly notify us of any changes.
- 4.2 **Verification and Screening:** You consent to our conducting identity, age, address, credit, suitability/appropriateness, Anti--Money Laundering and Counter--Terrorist Financing (AML/CTF), sanctions, Politically Exposed Person (PEP), and fraud checks, including through third-party service providers and through cross--border processing of personal data. We may request additional- information or documents (including certified copies) at any time, and you agree to provide them promptly.
- 4.3 **Ongoing Monitoring:** You acknowledge that we may conduct ongoing monitoring, periodic reviews, and rescreening (including transaction monitoring) during the life of your account and may require you to reconfirm or update information.
- 4.4 **Refusal, Suspension, and Termination:** We may decline to open an account, delay activation, suspend functionality, impose limits, or terminate your account or access to specific products or features at any time, with or without notice, for risk, compliance, legal, or operational reasons, or where required by applicable law or a competent authority.
- 4.5 **Representations.** You represent and warrant that all information you submit is true, accurate, and complete, and that you have not withheld any information that would make your disclosures misleading. You agree that providing false, misleading, or incomplete information is a material breach of these Terms and may result in suspension or termination.
- 4.6 **Access Restrictions:** Access to certain products or features may be restricted based on your location, regulatory status, sanctions exposure, knowledge and experience, or our internal risk policies. Availability of Services is void where prohibited by law.

5 PLATFORM ACCESS, SECURITY, AND AVAILABILITY

- 5.1 **Credentials and Account Use:** You must keep all usernames, passwords, security tokens, PINs, and other authentication credentials confidential and must not share them with any third party. You are responsible for all activity on your account, whether or not authorized by you, except to the extent caused directly by our gross negligence or willful misconduct. You must notify us immediately if you suspect any loss, theft, or unauthorized use of your credentials or account.
- 5.2 **System Security:** You must maintain appropriate administrative, technical, and physical safeguards for the devices and networks you use to access the Services, including current operating systems, up-to-date software, and effective anti-virus/malware protections. You must not introduce malware or malicious code to the Services and must promptly inform us of any suspected security incident related to your use.
- 5.3 **Service Availability and Changes:** We may modify, upgrade, suspend, restrict, or withdraw any Service, feature, instrument, or interface (in whole or in part) at any time, with or without notice, for maintenance, security, operational, legal, or risk management reasons. We do not guarantee continuous, uninterrupted, or error-free access, and the Services may be unavailable during scheduled or unscheduled downtime.
- 5.4 **Connectivity, Latency, and Third Parties:** You are solely responsible for your internet connectivity, equipment, and configurations. Market data display, order submission, and execution timing may be affected by latency, outages, routing issues, device performance, and third-party service failures (including ISPs, cloud providers, or software vendors). Prices shown may differ from executable prices due to latency or market movement.

6 MARKET CONDUCT AND PROHIBITED ACTIVITIES

- 6.1 **Lawful Use:** You must not use the Services in violation of any applicable law or regulation, or for any unlawful, abusive, fraudulent, misleading, harassing, infringing, or harmful purpose.
- 6.2 **Platform Integrity:** You must not: a) probe, scan, or test the vulnerability of any system or network or circumvent any security or authentication measures; b) introduce malware, viruses, worms, trojans, logic bombs, or other malicious or harmful code; c) use bots, scrapers, crawlers, spiders, automated scripts, or other automated means to access, query, or interact with the Services, except as expressly permitted by us in writing; d) interfere with, overload, disrupt, or impair the proper working of the Services or any related networks, or attempt to do so.



- 6.3 **Trading Conduct:** You must not engage in market abuse, manipulation, or other prohibited trading practices, including: a) spoofing, layering, wash trades, ramping, cornering, or other forms of price manipulation or disorderly trading; b) latency or quote arbitrage; “machine gunning” (submitting multiple orders in rapid succession in the same instrument and direction to circumvent limits or overwhelm systems); or abusive scalping that exploits stale, idle, or manifestly erroneous quotes; c) collusive or coordinated trading intended to distort prices or mislead other market participants; or d) use of Expert Advisors, algorithms, APIs, or other automation that violates these Terms, our policies, or applicable law, or that interferes with platform stability or risk controls.

- 6.4 **Enforcement and Remedies:** To preserve orderly markets and platform stability, we may, acting reasonably, take one or more of the following actions without prior notice: cancel, reject, or adjust orders; reverse, void, or reprice trades; restrict or disable strategies, features, or access (including automation); impose order throttles or size limits; require position reductions; freeze or close positions; or suspend or terminate accounts. We may also report suspected misconduct to competent authorities, subject to applicable law.

7 ORDERS, QUOTES, AND EXECUTION

- 7.1 **Quotes and Availability:** Prices displayed on the Platform are indicative and may update rapidly. All orders are subject to acceptance, available liquidity, and execution availability at the time we receive and process the order.
- 7.2 **Order Types and Execution:** Market, limit, stop, stop-limit, OCO, and other conditional orders may be available depending on the instrument. Execution of any order type is not guaranteed. Orders may be filled at the next available price when triggered or received, which may differ from the requested or displayed price.
- 7.3 **Slippage, Volatility, and Gapping:** In fast or illiquid markets, during news events, outside regular trading hours, or due to market gaps, orders may be executed at prices materially different from requested or trigger levels (slippage). Stop orders are not guaranteed to execute at the stop price and will fill at the next available price.
- 7.4 **Partial Fills, Rejections, and Cancellations:** Orders may be partially filled, queued, delayed, rejected, or cancelled due to size, price limits, risk checks, throttles, position or exposure limits, instrument halts, or prevailing market conditions. Time-in-force and other parameters may affect execution and cancellation.
- 7.5 **Misquotes, Stale/Idle Prices, and Manifest Error:** If any order or trade arises from a material or manifest error including, without limitation, stale or idle prices, data or feed errors, duplication, technical faults, or obvious mispricing relative to prevailing market conditions we may, acting reasonably and in good faith, cancel, void, or adjust the order or trade (including repricing to a fair market level at the relevant time) and correct related account entries. We may recover any unjust enrichment or windfall resulting from such errors.
- 7.6 **Order and Risk Controls:** To manage risk and preserve platform stability, we may impose or modify controls on order submission and execution, including limits on frequency, notional size, daily or intraday volume, number of open orders, price collars, throttles, or exposure caps. We may also require reduction of positions or cancellation of orders to comply with such controls.
- 7.7 **No Exchange Routing:** We are not an exchange. We may internalize, aggregate, route, or execute orders with third party liquidity providers, and execution quality may vary by venue and instrument.

8 DEPOSITS, WITHDRAWALS, AND CLIENT FUNDS

- 8.1 **Deposits:** You may fund your account using approved payment methods disclosed on the Platform (e.g., bank transfers, cards, e-wallets). Deposits must originate from accounts in your name, and we may reject or return funds from third parties. Processing times vary by method and may incur fees or conversion costs.
- 8.2 **Withdrawals:** You may request withdrawals of available funds via the Platform, subject to verification, AML/CTF checks, and any hold periods. Withdrawals will be processed to the originating account where possible, within reasonable timelines (e.g., 1-5 business days). We may impose minimums, limits, or fees, and withhold amounts for taxes or debts owed.
- 8.3 **Client Funds Protection:** Client funds are held in segregated accounts with reputable institutions, separate from our operating funds, in accordance with applicable regulations. However, in the event of our insolvency, segregated funds may still be at risk. We do not pay interest on client funds unless specified.



9 MARGIN, LEVERAGE, AND FUNDING

- 9.1 **Margin Requirements:** If you trade leveraged products, you must maintain the required initial and maintenance margin at all times. Margin requirements, leverage caps, and haircuts may vary by instrument, market conditions, liquidity, volatility, exposure, and your user category, and may be changed by us at any time.
- 9.2 **Monitoring and Margin Notifications:** You are solely responsible for monitoring your account equity, margin utilization, and exposure. We may, but are not obligated to, issue margin notifications or calls. Where required by our controls or policies, you must promptly add funds or reduce positions to meet margin requirements.
- 9.3 **Automatic Close-Out:** If your equity falls below maintenance thresholds, if you fail to meet a margin requirement, or if an event of default occurs, we may, without prior notice, close some or all open positions, cancel orders, convert balances, and take other protective steps at our discretion, acting reasonably. You remain liable for any resulting shortfall or deficit.
- 9.4 **Financing, Swaps, and Rollover:** Positions held overnight, or past value date may be subject to financing charges or credits, swaps, rollovers, or borrowing costs at our prevailing rates and methodologies as disclosed on the Platform or product pages. Rates may change without notice.
- 9.5 **Corporate Actions and Contract Adjustments:** We may adjust prices, positions, or account balances to reflect corporate actions (including dividends, splits, consolidations, rights issues, symbol changes), holidays, expiries, rolls to next serial contracts, or other contract specification changes, using methods we consider fair and reasonable. For CFDs, you have no rights to underlying assets, dividends, or voting, and adjustments are at our discretion to reflect economic equivalence.
- 9.6 **Position and Exposure Limits:** We may impose or change position, exposure, concentration, or notional limits (per instrument or in aggregate) and may require you to reduce positions or increase collateral to comply.
- 9.7 **No Obligation to Extend Credit:** Nothing in these Terms obligates us to extend credit, margin, or leverage to you. We may reduce or withdraw leverage or margin availability at any time for risk or compliance reasons.

10 EAs, APIs, and Third-Party Tools

- 10.1 **Use of Automation:** Subject to our policies and technical specifications, you may use Expert Advisors (EAs), Application Programming Interfaces (APIs), and other third-party tools (Automation Tools) on the Platform. We may require prior notification or pre-clearance, apply specific account labels, and impose parameters (e.g., throttle limits, maximum orders per second, or exposure caps) for accounts using Automation Tools.
- 10.2 **Compliance and Controls:** Your Automation Tools must comply with these Terms, our acceptable use and market conduct policies, and applicable law. They must not (a) interfere with platform stability; (b) bypass risk checks or limits; (c) exploit latency, stale/idle quotes, or technical errors; or (d) submit orders in a manner constituting market abuse or “machine gunning”. We may monitor, restrict, or disable Automation Tools at our discretion.
- 10.3 **No Support or Warranty:** Automation Tools are provided or enabled “as is”. We do not develop, support, maintain, audit, verify, or warrant any third-party tools, code, or integrations, and we disclaim all liability arising from their use. You are solely responsible for configuration, testing (including in demo environments), and ongoing maintenance.
- 10.4 **Operational Risks:** Automation may cease or malfunction due to platform logout, session timeouts, device or software failures, connectivity or VPS issues, third-party outages, or version mismatches. You are responsible for monitoring, redundancy (including VPS where required), and ensuring that Automation Tools operate as intended.
- 10.5 **Reversal and Enforcement:** We may reject, cancel, reverse, or reprice orders or trades entered via Automation Tools that breach these Terms or arise from technical or pricing errors, and we may restrict, suspend, or terminate Automation Tool access or the relevant account.

11 PRODUCT GOVERNANCE AND RESTRICTIONS

- 11.1 **Availability and Variability:** Product availability, leverage, features, and limits may vary by instrument, jurisdiction, user category (e.g., retail, professional, institutional), experience, and risk profile, and are void where prohibited by law. We may add, modify, or withdraw products or features at any time.



- 11.2 **Sanctions and Restricted Access:** Access to the Services may be restricted or denied for sanctioned persons or regions, or where required by applicable laws, regulatory guidance, or our risk policies. You must not use the Services in violation of sanctions or export controls.
- 11.3 **Suitability and Appropriateness:** For complex or leveraged products, we may request information about your knowledge, experience, objectives, and financial situation to assess appropriateness or suitability under our policies or applicable standards. We may refuse access, limit features, or require additional acknowledgments where we consider the risks not appropriate for you.
- 11.4 **Eligibility Reviews:** We may review or re-assess your eligibility for products or features at any time and may reclassify your user category and adjust applicable protections or limits accordingly, notifying you of any material changes.
- 11.5 **Local Restrictions:** Features such as leverage levels, bonuses/incentives (if any), marketing communications, or product disclosures may be tailored for local requirements. Where local mandatory rules conflict with any part of these Terms, those mandatory rules prevail to the extent of the conflict.

12 FEES, COSTS, AND TAXES

- 12.1 **Pricing and Fees:** You agree to pay all applicable spreads, commissions, financing/rollover or swap charges, data/subscription fees, exchange or third-party pass-through fees, transfer/withdrawal fees, inactivity or account maintenance fees, and any other charges disclosed on the Platform, product pages, fee schedules, or in related disclosures, as updated from time to time. Unless expressly stated otherwise, prices and fees are quoted exclusive of any sales, use, value-added, goods and services, or similar taxes.
- 12.2 **Disclosure and Calculation:** Current fees and calculation methods (including, where relevant, notional basis, daily rates, and accrual conventions) are disclosed on the Platform or in a published schedule. You authorize us to deduct all due fees and charges from your account(s) automatically when incurred. If your account lacks sufficient funds, amounts due constitute an immediate debt you owe to us.
- 12.3 **Changes to Fees:** We may update fees, introduce new fees, or change calculation methodologies, with notice as permitted by applicable law. Unless a later effective date is specified, changes take effect upon posting to the Platform or fee schedule. Your continued use of the Services after the effective date constitutes acceptance.
- 12.4 **Third-Party Costs:** Certain instruments or venues may carry third-party costs, regulatory or clearing fees, or exchange-imposed charges. We may pass through such costs to you and will disclose them where practicable.
- 12.5 **Taxes:** You are solely responsible for all taxes, duties, levies, or assessments arising from your transactions or use of the Services, including income, capital gains, withholding, stamp, or transaction taxes. We may withhold or collect taxes where required by applicable law, and you agree to provide any tax forms or information reasonably requested to comply with such obligations.
- 12.6 **Currency and Conversion:** Fees and taxes may be charged in your account base currency or another currency. Where conversion is required, we may convert amounts at our prevailing rates at the time of the conversion. You are responsible for any conversion costs and spread.
- 12.7 **Interest on Amounts Owed:** Any overdue amounts you owe may accrue interest at a commercially reasonable rate disclosed on the Platform or otherwise notified to you, calculated daily and compounded monthly, to the extent permitted by applicable law.

13 STATEMENTS, CONFIRMATIONS, AND RECORDS

- 13.1 **Confirmations and Statements:** Trade confirmations, account statements, and activity reports will be made available *via* the Platform or delivered electronically to your registered contact details. You must review all confirmations and statements promptly upon availability and notify us in writing of any error, discrepancy, or objection within 48 (forty-eight) hours (or such other period we specify on the Platform). Absent timely notice and except in the case of manifest error, confirmations and statements may be deemed accurate and binding.
- 13.2 **Conclusive Records:** Our contemporaneous electronic records, including Platform logs, order and execution timestamps, pricing data, communications, and account ledger entries, will be conclusive evidence of the matters they record in the

absence of manifest error. We may rely on such records in administering your account and in resolving disputes.

13.3 **Delivery Method:** You consent to receive confirmations, statements, notices, and other communications electronically. It is your responsibility to maintain current contact details, ensure access to the Platform, and retain copies for your records.

13.4 **Corrections:** We may correct any clerical, computational, or recording errors identified in confirmations, statements, or account entries and will notify you of material corrections where practicable.

14 RISK DISCLOSURES

14.1 **Trading Risk:** Trading in leveraged, margin, and derivative products (including Contracts for Difference (CFDs) and spot FX) involves a high degree of risk and is not suitable for all investors. You can lose some or all of your invested capital, and losses may exceed deposits. Prices can move rapidly, become illiquid, or gap due to market events, news, or out-of-hours trading. In adverse conditions you may be unable to open or close positions at desired levels and may be liquidated without notice.

14.2 **Counterparty and Operational Risk:** Off-exchange (OTC) products involve counterparty risk, including the risk that a counterparty fails to perform its obligations. Your trading is also subject to operational risks such as platform or system failures, data errors, connectivity or power outages, cyber incidents, and third-party service interruptions, any of which may delay or prevent order placement, amendment, cancellation, or execution.

14.3 **Performance Risk:** Past performance is not a reliable indicator of future results. No feature, tool, signal, research, automation (including EAs/APIs), or strategy guarantees profit or limits loss. You are solely responsible for your decisions and should only trade with funds you can afford to lose.

14.4 **Financing and Leverage Risks:** Leverage magnifies both gains and losses. Overnight financing, swaps, or rollovers may negatively affect performance and can change without notice. You are responsible for monitoring margin, equity, and financing impacts.

14.5 **Product and Jurisdictional Risks:** Product specifications, protections, and risks may vary by instrument and jurisdiction. Local regulatory changes, tax rules, or sanctions can affect pricing, availability, or your ability to trade or withdraw funds.

14.6 **Acknowledgement:** By using the Services, you acknowledge that you have read, understood, and accept these risks and any additional risk disclosures we provide on the Platform or in product documentation.

14.7 **Statistical Risk:** Based on industry data, a high percentage of retail investor accounts lose money when trading CFDs and forex (e.g., 70-80% in many jurisdictions). This highlights the speculative nature of these products.

15 INTELLECTUAL PROPERTY LICENSE

15.1 **Ownership:** The Services, including all associated content, software, source code, object code, interfaces, designs, databases, compilations, text, graphics, images, audio/video, reports, documentation, trademarks, service marks, trade names, and logos (collectively, IP), are owned by Solitaire Prime Ltd. or its licensors and are protected by intellectual property and other applicable laws. No title or ownership rights are transferred to you by access or use.

15.2 **Limited License:** Subject to these Terms, we grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services and to download or print content solely for your personal, lawful, and non-commercial use. All rights not expressly granted are reserved.

15.3 **Restrictions:** You must not (and must not permit any third party to a) copy, reproduce, publish, distribute, transmit, publicly display, or publicly perform the IP, except as expressly permitted in Clause 15.2; b) modify, adapt, translate, create derivative works from, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from any software or component of the Services, except to the limited extent permitted by applicable law notwithstanding this restriction; c) remove, obscure, or alter any copyright, trademark, or proprietary notices d) rent, lease, sell, license, sublicense, assign, or otherwise commercially exploit the IP or the Services or e) use any data mining, scraping, crawling, robots, or similar data-gathering or extraction methods without our prior written consent.

15.4 **Feedback:** If you provide feedback, suggestions, ideas, or improvement requests relating to the Services (Feedback), you

grant us a perpetual, irrevocable, worldwide, royalty-free license to use and exploit the Feedback without restriction or attribution.

- 15.5 **Third-Party Materials:** Certain components of the Services may include third-party materials subject to separate licenses or terms. Your use of such materials is subject to those third-party terms, which will govern to the extent of any conflict.

16 PRIVACY AND DATA PROTECTION

- 16.1 **Privacy Policy:** Our Privacy Policy, incorporated by reference into these Terms, explains how we collect, use, disclose, store, and protect personal data. By using the Services, you acknowledge that you have read and understand the Privacy Policy.
- 16.2 **Lawful Basis and Purpose Limitation:** We process personal data on lawful basis permitted by applicable data protection laws, including for account onboarding and administration, identity verification, AML/CFT and sanctions screening, transaction processing, risk management, security and fraud prevention, customer support, service improvement, analytics, and compliance with legal or regulatory obligations.
- 16.3 **Cross-Border Processing:** You consent to the collection, use, disclosure, and transfer of your personal data to and from jurisdictions worldwide (including to locations that may have different data protection standards) for the purposes set out in these Terms and our Privacy Policy, including through third-party service providers (e.g., KYC/AML vendors, cloud providers, payment processors). Where required by applicable law, we will implement appropriate safeguards for such transfers.
- 16.4 **Disclosures:** We may share personal data with affiliates, service providers, professional advisers, liquidity providers, and competent authorities where reasonably necessary for the purposes described in Clause 16.2 or to comply with law or enforce our rights. We do not sell personal data.
- 16.5 **Security:** We maintain appropriate administrative, technical, and physical safeguards designed to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. No method of transmission or storage is completely secure, and we cannot guarantee absolute security.
- 16.6 **Retention:** We retain personal data for as long as necessary to fulfill the purposes described in these Terms and our Privacy Policy, to comply with legal, regulatory, tax, and accounting requirements, and to establish, exercise, or defend legal claims.
- 16.7 **Your Responsibilities:** You must ensure that the information you provide is accurate and up to date and must notify us promptly of changes. If you provide personal data of third parties (e.g., authorized users, beneficial owners), you represent that you have authority to do so and have provided any required notices and obtained any required consents.
- 16.8 **Marketing Communications:** You consent to receive service, administrative, and marketing communications from us by email, SMS, in-app, or other channels. You may opt out of marketing at any time via the unsubscribe link or by contacting us you will still receive essential service communications.
- 16.9 **Data Subject Rights:** To the extent provided by applicable law, you may have rights to access, correct, delete, or restrict processing of your personal data, to object to certain processing, or to request data portability. You may exercise these rights by contacting us as described in the Privacy Policy. We may need to verify your identity and may deny requests where permitted by law (e.g., where retention is required for compliance).
- 16.10 **Records and Monitoring:** We may record and monitor communications (including calls, emails, and platform messages) and retain logs and metadata for regulatory compliance, quality assurance, dispute resolution, fraud prevention, and security purposes, in accordance with applicable law and our Privacy Policy.

17 COMPLAINTS AND DISPUTE HANDLING

- 17.1 **Internal Resolution:** If you have a question, concern, or complaint regarding the Services, please contact us at [\[insert\]](#). We will acknowledge receipt and handle your complaint in accordance with our internal complaints handling policy and aim to provide a substantive response within a reasonable timeframe. You agree to cooperate with reasonable requests for information to investigate and resolve the matter.



17.2 **Evidence and Records:** You agree that we may rely on, and you consent to our use of, call recordings, electronic communications, platform logs, order and execution data, pricing records, and other contemporaneous electronic records as evidence of instructions given, orders placed, and actions taken in connection with your account and the Services.

17.3 **Escalation:** If your complaint is not resolved through our internal process, you may pursue any rights or remedies available to you under applicable law, including (where available) referral to an external dispute resolution body or commencing proceedings in a court of competent jurisdiction, subject to the dispute provisions in these Terms.

18 SUSPENSION, EVENTS OF DEFAULT, AND REMEDIES

18.1 **Suspension and Restrictions:** We may, acting reasonably, suspend, restrict, or limit your access to the Services (in whole or in part), including order entry, new positions, withdrawals, or specific features, with or without notice, for security, compliance, operational, risk management, or maintenance reasons, or where required by applicable law or a competent authority.

18.2 **Events of Default:** Each of the following is an Event of Default a) you fail to meet any margin, collateral, or payment obligation when due; b) you breach these Terms, any applicable Client Agreement, or any certification, undertaking, or policy incorporated herein; c) any information or documentation you provide is, or becomes, false, misleading, or materially incomplete; d) you engage in market abuse, manipulation, fraud, or otherwise unlawful or abusive trading, or you misuse the Platform; e) you become, or are reasonably suspected of becoming, insolvent, bankrupt, subject to restructuring, administration, receivership, liquidation, or any analogous proceeding, or you die or become incapacitated (if an individual); f) in an urgent risk situation, we are unable to contact you using your last provided details within a reasonable time after reasonable attempts; or g) we are required to suspend or restrict you by law, regulation, a court order, or a competent authority, or to comply with sanctions or AML/CFT obligations.

18.3 **Remedies on Default:** Upon or at any time after an Event of Default, we may, without prior notice and without prejudice to any other rights or remedies, take one or more of the following actions, acting reasonably a) close, liquidate, or reduce any or all open positions; b) cancel, reject, or suspend orders and restrict new orders or position increases; c) convert balances between currencies and apply currency haircuts; d) set, modify, or enforce position, exposure, leverage, or order limits; e) require immediate payment of all amounts due or becoming due, including deficits and costs; f) restrict or disable particular strategies, features, or access (including automation tools); g) freeze, suspend, or terminate your account(s) (in whole or in part); h) exercise any rights of lien, retention, or other security interest we may have under applicable law; and i) take any action reasonably necessary to protect you, us, or other clients, or to comply with applicable law.

18.4 **Set-Off and Netting:** To the extent permitted by applicable law, we may set off and net any amounts you owe to us (whether present, future, actual, contingent, or unliquidated) against any amounts we owe to you under any account or relationship, and across currencies (using our prevailing conversion rates). We may apply any credit balances or assets we hold for you in satisfaction of your obligations.

18.5 **Costs and Interest:** You will reimburse us for all reasonable costs, expenses, and losses we incur in exercising our rights under this Clause 18 (including legal and enforcement costs). Any overdue amounts may accrue interest at a commercially reasonable rate, calculated daily and compounded monthly, to the extent permitted by applicable law.

18.6 **No Waiver:** Our failure to exercise any right under this Clause 18 immediately upon an Event of Default does not constitute a waiver of that right or any other right.

19 FORCE MAJEURE AND MARKET DISRUPTIONS

19.1 **Force Majeure:** We will not be liable for any delay, failure, or omission in performing any obligation under these Terms to the extent caused by events beyond our reasonable control, including acts of God, natural disasters, pandemics, epidemics, fire, flood, war, terrorism, civil unrest, strikes or labor disputes, failure or outage of utilities or communications, cyber incidents, denial of service attacks, outages or failures of third-party service providers (including ISPs, cloud, data vendors, payment processors, or liquidity providers), market or exchange suspensions, order halts, or any governmental or regulatory action, directive, or restriction (each, a Force Majeure Event).

19.2 **Market Disruptions and Exceptional Conditions:** If in our reasonable opinion orderly trading, quoting, or risk management is not reasonably possible due to a Market Disruption or exceptional market condition (including extreme volatility, illiquidity, absence of pricing, trading halts, auction periods, fast markets, price gapping, or material errors in third-party data), we may take one or more of the following actions without prior notice and acting reasonably a) alter



trading hours or temporarily suspend trading in one or more instruments; b) adjust margin, leverage, exposure limits, or risk parameters; c) amend pricing, spreads, tick sizes, fill logic, or order handling parameters (including price collars and throttles); d) cancel, reject, or reprice affected orders and/or void or adjust trades arising from manifest error or non-ordinarily tradable conditions; e) close or reduce positions in affected instruments; f) adjust account balances to reflect fair market outcomes; and g) take any other reasonable step to preserve platform stability, orderly markets, and risk control.

19.3 **Notice and Restoration:** Where practicable, we will provide notice of a Force Majeure Event or Market Disruption and the steps taken under this Clause 19. We will use reasonable efforts to restore normal service as soon as reasonably practicable.

19.4 **Client Obligations Continue:** Your obligations to maintain margin, monitor risk, and meet payment obligations continue during Force Majeure Events and Market Disruptions, except to the extent prohibited by applicable law.

20 NOTICES AND COMMUNICATIONS

20.1 **Methods of Delivery:** We may deliver notices, disclosures, confirmations, statements, and other communications (Communications) to you *via* the Platform, website posting, in-app or push notifications, email, SMS/text, or postal mail to the most recent contact details you have provided. You consent to receive Communications electronically.

20.2 **Deemed Receipt:** Communications are deemed received: (a) when posted on the Platform or website; (b) when sent, for electronic Communications (including email, SMS, and push notifications), unless we receive a bounce back or undeliverable notice; and (c) three business days after deposit with a postal service for mail.

20.3 **Language:** Unless we agree otherwise, Communications will be provided in English. Translations may be provided for convenience only; the English version governs in case of conflict.

20.4 **Your Contact Details:** You must keep your contact details (including email, mobile number, and postal address) accurate and up to date at all times and promptly notify us of any changes. We are not responsible for Communications not received due to out-of-date or incorrect details, filters, or system settings on your devices.

20.5 **Records:** You should retain copies of all Communications for your records. We may maintain electronic records of Communications in accordance with our recordkeeping obligations.

21 CHANGES TO THE SERVICES AND TERMS

21.1 **Changes to Services:** We may add, modify, suspend, or discontinue any Service, feature, instrument, interface, or content (in whole or in part) at any time, with or without notice, for maintenance, security, operational, legal, or risk management reasons. We are not liable for any loss arising from such changes, provided we act reasonably.

21.2 **Changes to Terms:** We may amend these Terms from time to time. Updated Terms will be posted on the Platform or website with a revised Effective Date and, where required by applicable law, we will provide advance notice. Unless a later effective date is stated, changes take effect upon posting.

21.3 **Acceptance of Changes:** Your continued access to or use of the Services after the Effective Date of updated Terms constitutes your acceptance of the changes. If you do not agree to the updated Terms, you must discontinue use of the Services and, if applicable, close any open positions and your account in accordance with these Terms.

21.4 **Product Specific Terms:** We may publish product or feature specific terms, disclosures, or policies on the Platform. Those terms form part of these Terms and may be updated in the same manner.

21.5 **Historical Versions:** We may retain prior versions of these Terms for reference. In case of conflict between versions, the version in effect at the time of the relevant event or transaction will apply, subject to mandatory laws.

22 OPEN, GOVERNANCE NEUTRAL DISPUTE PROVISIONS

22.1 **Mandatory Local Laws:** Nothing in these Terms limits any non-waivable rights or remedies you may have under mandatory consumer, financial, or other applicable laws in your jurisdiction. To the extent of any conflict between these Terms and such mandatory provisions, the mandatory provisions will prevail.



- 22.2 **Informal Resolution:** Before initiating any formal claim or proceeding, you agree to first attempt to resolve the dispute informally by providing written notice to **[insert]** describing the nature of the dispute and the relief sought and allowing us 30 (thirty) days from receipt to respond and attempt resolution in good faith.
- 22.3 **Arbitration Option:** If mutually agreed in writing after a dispute arises, the parties may refer the dispute to final and binding arbitration conducted under internationally recognized rules (for example, ICC, LCIA, SIAC, or UNCITRAL), seated in a neutral venue, before a single arbitrator, with the proceedings conducted in English. Each party will bear its own costs subject to the tribunal's award. Judgment on the award may be entered in any court of competent jurisdiction.
- 22.4 **Courts of Competent Jurisdiction:** Subject to Clause 22.3, either party may bring proceedings in any court(s) of competent jurisdiction permitted by applicable law, including (without limitation) courts in the jurisdiction where the defendant is domiciled or where contractual performance or alleged harm occurred.
- 22.5 **Injunctive Relief and Interim Measures:** Nothing in this Clause prevents either party from seeking interim, conservatory, or injunctive relief from a court of competent jurisdiction at any time to protect its rights, confidential information, or property, or to preserve the status quo pending resolution of the dispute.
- 22.6 **Time Limits:** To the extent permitted by applicable law, any claim arising out of or relating to the Services must be filed within one year after the claim accrues, or it is permanently barred, except for claims based on non-waivable statutory rights.
- 22.7 **Good-Faith Cooperation:** The parties will cooperate in good faith to promptly exchange relevant, non-privileged information needed to evaluate and attempt to resolve disputes under this Clause.

23 WARRANTIES, DISCLAIMERS, AND LIABILITY

- 23.1 **Disclaimers:** The Services (including all content, data, market information, tools, research, and features) are provided "as is" and "as available". To the fullest extent permitted by applicable law, we disclaim all warranties, representations, and conditions, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, completeness, timeliness, reliability, quiet enjoyment, and uninterrupted or error-free operation. We do not warrant that the Services will meet your requirements, be compatible with your systems or devices, or be free from defects, errors, vulnerabilities, viruses, or harmful components.
- 23.2 **Limitation of Liability:** To the maximum extent permitted by applicable law a) we will not be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages; loss of profits, revenue, goodwill, business opportunity, anticipated savings, or data; damages not attributable to us; or damages related to delays, failures, interruptions, errors, or omissions in the Services, even if we have been advised of the possibility of such damages; and b) our total aggregate liability arising out of or relating to these Terms or the Services, whether in contract, tort (including negligence), strict liability, or otherwise, will not exceed the greater of (i) USD 100, or (ii) the total fees you paid to us for the specific Service giving rise to the claim in the three months preceding the event.
- 23.3 Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law (including liability for fraud or fraudulent misrepresentation).
- 23.4 **Indemnity:** You agree to indemnify, defend, and hold harmless Solitaire Prime Ltd., its affiliates, directors, officers, employees, agents, service providers, and licensors from and against any and all claims, demands, actions, investigations, losses, liabilities, damages, penalties, costs, and expenses (including reasonable legal fees) arising out of or relating to (a) your breach of these Terms or any applicable policy incorporated herein; (b) your violation of law or infringement of any third-party rights; (c) your misuse of the Services, including any trading conduct in violation of Clause 6; or (d) any content, data, or instructions you submit or provide through the Services. We may assume the exclusive defense and control of any matter subject to indemnification by you (without limiting your indemnity obligations), and you agree to cooperate with our defense.
- 23.5 **Allocation of Risk:** The disclaimers and limitations in this Clause reflect the allocation of risk between you and us and form an essential basis of the bargain. The Services would not be provided without these limitations.
- 23.6 **Local Consumer Rights:** Nothing in this Clause affects any non-waivable rights or remedies you may have under mandatory consumer protection or other applicable laws in your jurisdiction.



24 TERMINATION AND EFFECT

- 24.1 **Your Right to Terminate:** You may terminate your use of the Services at any time by closing your account and ceasing all access and use. Termination is subject to the prior closure of all open positions, cancellation of pending orders, withdrawal of available funds (subject to applicable checks), and payment in full of all amounts due to us.
- 24.2 **Our Right to Suspend or Terminate:** We may suspend, restrict, or terminate your access to the Services or any part of them at any time, with or without notice, for any reason permitted by these Terms or applicable law, including for security, compliance, risk management, operational reasons, or following an Event of Default.
- 24.3 **Effect of Termination:** Upon suspension or termination a) your license to access and use the Services immediately ends; b) we may cancel orders, close or reduce positions, and take other steps to protect you, us, or other clients, acting reasonably; c) you must cease all use of the Services and, if requested, delete or return any confidential or proprietary materials in your possession, except to the extent retention is required by law; and d) provisions that by their nature should survive.
- 24.4 **Final Account Matters:** We will provide a final statement upon request after termination. Any positive balance will be returned to you in accordance with our withdrawal procedures and applicable law. If your account has a deficit, you remain liable for the shortfall and related costs until paid in full.
- 24.5 **No Liability for Termination:** To the fullest extent permitted by applicable law, we are not liable for any loss or damage arising from a lawful suspension or termination of access under this Clause 24.

25 GOVERNING LAW AND ADDITIONAL PROVISIONS

- 25.1 **Governing Law:** These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of Saint Lucia, without regard to its conflict of laws principles.
- 25.2 **Assignment:** We may assign, transfer, or novate any of our rights or obligations under these Terms to an affiliate or third party without your prior consent, provided it does not materially prejudice your rights. You may not assign or transfer your rights or obligations without our written consent.
- 25.3 **Entire Agreement:** These Terms, together with the Privacy Policy, Risk Disclosures, and any applicable Client Agreement, constitute the entire agreement between you and us regarding the Services and supersede all prior understandings, whether oral or written.
- 25.4 **No Agency or Partnership:** Nothing in these Terms creates any agency, partnership, joint venture, or employment relationship between you and us

26 MISCELLANEOUS

- 26.1 **Severability:** If any provision of these Terms is held to be invalid, illegal or unenforceable in any jurisdiction, that provision shall be severed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect. The invalidity, illegality or unenforceability of a provision in one jurisdiction shall not affect the validity, legality or enforceability of that provision in any other jurisdiction.
- 26.2 **No Waiver:** The failure or delay by either party to exercise any right or remedy under these Terms shall not constitute a waiver of that or any other right or remedy, unless expressly agreed in writing. A single or partial exercise of any right or remedy shall not preclude any further exercise of that right or remedy or the exercise of any other right or remedy.
- 26.3 **Third Party Rights:** Except as expressly provided in these Terms, a person who is not a party to these Terms shall have no right under any applicable law to enforce any term of these Terms. Nothing in these Terms shall limit any right that is available to a third party under applicable law where non-waivable.
- 26.4 **Interpretation:** Headings are for convenience only and do not affect interpretation. References to Clauses are to Clauses of these Terms unless otherwise stated. "Including" and similar words are illustrative and do not limit the generality of any preceding words.

27 EXECUTION, ELECTRONIC CONSENT & ACKNOWLEDGEMENT

- 27.1 **Electronic Records & Signatures:** You agree that communications, records, confirmations, consents, acceptances, acknowledgements and agreements made using electronic or digital means (including clicking an “I Agree” button, checking a box, or using an electronic signature) shall have the same legal effect as handwritten signatures and original documents to the fullest extent permitted by applicable law.
- 27.2 **Consent to Electronic Delivery:** You hereby consent to receive electronically all documents, notices, disclosures and communications related to these Terms and the Services, including account statements, confirmations, regulatory disclosures, risk warnings, and tax forms. Where required by law, we will provide options to request non-electronic delivery.
- 27.3 **Acknowledgement:** By using the Services, creating or maintaining an Account, or otherwise interacting with the Platform, you acknowledge that you have read, understood, and agreed to be bound by these Terms, the Privacy Policy, and any other policies and disclosures referenced herein. You further represent that you have the requisite authority and capacity to enter into this agreement.