

# General Terms and Condition



## Terms and condition

IT IS THE CUSTOMER’S RESPONSIBILITY TO FIND OUT ALL NECESSARY INFORMATION ABOUT LEVERAGE TRADING AND UTRADA’S TERMS AND CONDITIONS AND MAKE SURE THAT ALL RISKS AND ARRANGEMENTS ARE DISCUSSED AND CLEARLY UNDERSTOOD PRIOR TO ANY TRADING ACTIVITY.

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## Client Agreement

These are the entire terms and conditions that apply to the access and/or use of any website(s), applications, electronic trading platform(s), software and/or services (hereinafter, collectively, referred to as **"Trading Platforms"**) provided by uTrada Limited.

uTrada business services are provided by uTrada Limited, operating under the name "uTrada", which is a money broker licensee regulated and authorized by the Labuan Financial Service Authority ("**LFSA**") in Labuan, Malaysia under the license number: MB/19/0042 (hereinafter referred to as "uTrada" and/or "Company" and/or "we" and/or "our" and/or "us" ). All access and/or use of our Trading Platforms is subject to these terms and conditions (hereinafter referred to as these "**Terms and Conditions**" and/or this "**Agreement**") in accordance with the terms hereof.

For your benefit and protection, please ensure that you read these Terms and Conditions as well as any other additional documentation and information available to you completely and carefully before opening an account and/or carrying out any activity with us and/or accessing and/or using our Trading Platforms. You shall seek independent professional advice on these Terms and Conditions, if necessary.

### Electronic Signatures and Acceptance of Agreement

You hereby expressly acknowledge and agree that; by downloading, completing and/or submitting to us the account documentation and forms posted on our Trading Platforms and/or clicking in the appropriate space, or on the "Register" / "I Accept" button, or similar buttons or links as may be designated by us to show your approval and acceptance of this Agreement, and/or by accessing or using, and/or by continuing to access or use our Trading Platforms, you are entering into a legally binding agreement by you and us, and you fully agree to abide by and to be bound by these Terms and Conditions set out in this Agreement, as they may apply to you.

You hereby agree to communications being made, and to the delivery of this Agreement and/or any agreements by and between us, or changes in these Terms and Conditions, via electronic media (including, without limitation, electronic messaging, website postings e-mail, or other electronic means) to the extent permitted by applicable laws, rules and regulations. Communications being made via electronic media in order to enter into contracts, place Orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our Trading Platforms and/or in relation thereto, shall, to the extent permitted by applicable laws, rules and/or regulations, be treated as satisfying any legal requirement that a communication should be 'signed' and in 'in writing'. Accordingly, any such documents that are delivered to you electronically are deemed to be "in writing".

If your signature or acknowledgement is required or requested with respect to such document and you "click" in the appropriate space, or on the "I Accept" button, "Submit" button, or on similar buttons or links as may be designated by us to show your approval and acceptance thereof, or take such other action may be indicated on our Trading Platforms, you will be deemed to have 'signed' and/or acknowledged the document to the same extent and with the same effect as if you had signed the document manually. To the extent permitted under applicable mandatory law, you hereby waive any rights or requirements under any applicable laws, rules and/or regulations in any jurisdiction, which require an original (non-electronic) signature or delivery or retention of non-electronic records.

You hereby expressly acknowledge your understanding that you have the right to withdraw your consent to the electronic delivery and signature of documents at any time by providing prior written notice to us. However, if you revoke your consent, your access to an/or use of our Trading Platforms may be restricted or terminated, at our

## Modifications

uTrada reserve the right to amend, alter, modify, delete or add to any of the provisions of these Terms and Conditions at any time. When these Terms and Conditions are modified (hereinafter referred to as “**Modifications**”) we will post such Modifications on our website and/or otherwise notify you of such Modifications. Each such notification shall be deemed as sufficient notice and it is your duty to consult and/or regularly check this Trading Platforms regarding any such Modifications. All Modifications shall be effective three (3) calendar days after the initial posting on our website. Your continued use and/or access of our Trading Platforms shall constitute as your agreement and/or acceptance to such Modifications. If you have any objections to the Modifications, you should not access and/or use our Trading Platforms and inform us in writing immediately.

## Representations, Warranties and Undertakings to Us

By using the Trading Platforms, you represent, warrant and undertake that:

- you have legal capacity to enter into this Agreement with us, and you are at least 18 years old. If you are under the age of 18, you hereby represent that you had have obtained the consent of your parent or legal guardian to access or use our Trading Platforms from your device;
- you also undertake to us that any information and details provided by you to us (including on registration for an account) are true, accurate and up to date in all respects and at all times. You can update or correct your personal details at any time from the ‘Edit Profile’ screen in the “Profile” section of the Trading Platforms;
- you will only use our Trading Platforms for their intended and lawful purpose;
- you will keep confidential your account password, or any form of secured message including identification we provide you and not disclose such information to any person such that access to our Trading Platforms remains secure and confidential;
- you will notify us immediately of any unauthorised use of your account or any other breaches of security;
- you will not attempt or try, directly or indirectly, to interrupt, limit the functionality, harm, or cause unauthorised access to our Trading Platforms;
- you will provide us with whatever proof of identity or any other documents which we may reasonably request or require;
- you will not attempt or try to commercially exploit any part of the Trading Platforms without our prior written consent, including and not limited to modifying, copying, replicating, distributing the Trading Platforms, or any of its content;
- you will not authorise others to use your identity, your account, or conduct any transactions on the Trading Platforms or otherwise assign or transfer your user account to any other person;
- you agree to comply with all laws applicable to you and your use of our Trading Platforms;
- you agree that our Trading Platforms is provided on a reasonable effort basis and you agree to the Terms and Conditions, our privacy policy, and such other terms and conditions in place throughout your business relationship with us;

- you assume full responsibility and liability for all loss, damage, incidental or otherwise, suffered by you or us or any other party as a result of your breach of the Terms and Conditions;
- you understand and acknowledge that trading on our Trading Platforms and the use of our service is subject to investment and market risks, including the possible loss of the entire principal amount invested. You fully acknowledge and agree that you understand and are fully aware of the risks involved in trading securities and will not hold us or our affiliates liable for any losses whatsoever (direct or indirect), loss of investment opportunity or failure to make a profit suffered or incurred by you or failure to make a profit as a result of or in connection with such transaction or investment. You particularly understand and agree to the to the General Risk Disclosure Statement, the nature of the trading activities and the extent of your exposure to risk, and you have considered the appropriateness and suitability of trading and investing in light of your own objectives, experience, financial, and other relevant circumstances.

## Pricing

Details of the pricing for using our Trading Platforms are set out on our Platform and/or website. You acknowledge that by accepting these terms and conditions, you agree to pay the fees determined by us from time to time.

## Privacy Policy

Our privacy policy, as it may change from time to time, is a part of this Agreement. You may review the privacy policy as currently stated on our Trading Platforms.

## Third Party Content

Third party content may appear on the Trading Platforms or may be accessible via links from the Trading Platforms. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content on the Trading Platforms. You understand that the information and opinions in the third party content represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect our belief.

## Your Rights to use the Trading Platforms

In exchange for you complying with these Terms and Conditions, we grant you, at our sole discretion, a revocable, non-transferable, non-perpetual, non-sublicensable, and non-exclusive license to: access and use the Trading Platforms; and download or stream a copy of the Trading Platforms and any content onto your device and to view, use and display the Trading Platforms and any content on your device(s).

You acknowledge that your use of the Trading Platforms grants you no rights in any of our intellectual property rights (including copyright, trademarks, and patents) other than the right to use the Trading Platforms in accordance with these Terms and Conditions.

You acknowledge and agree that internet transmissions are never completely private or secure. You understand that any messages or information you post, send or share using the Trading Platforms may be read or intercepted by others.

## Ending your use of the Trading Platforms

You can simply choose to stop using the Trading Platforms from your device(s) at any time. In addition, you may sign out from the “Settings” screen of the Trading Platforms.

## Disclaimers

The information available through the provision of our Trading Platforms (the “**Information**”) is provided to you for your personal information purposes only. It is not intended as an offer, solicitation, invitation or inducement for the purchase, sale or holding of any financial instrument in any jurisdiction. The provision of our Trading Platforms may contain information and opinion on investments that does not constitute independent investment research, nor non-independent research, and is therefore not subject to the regulatory protections afforded to research.

The Information does not constitute any form of tax, legal, and investment advice or recommendation by us and is not intended to be relied upon by you in making (or refraining from making) any investment decisions. You are solely responsible for any and all orders placed by you and all fees associated herewith. Appropriate independent advice should be obtained before making any investment decision. You are also encouraged to seek tax or legal advice regarding any specific legal or tax situation.

The Information may comprise views, opinions and recommendations of individuals or from news outlets who may have little or no training, education, experience or any other specialised knowledge of the markets, investing or other financial matters. Further, investment markets can change rapidly so that Information may be out-of-date. The views expressed should not be taken as statements of fact nor should reliance be placed on them when making investment decisions. We do not endorse any opinions or recommendations made in the course of the provision of Services to you, and we do not represent or guarantee that any of the information available is accurate, reliable, current, complete or appropriate for your needs.

Decisions to buy, sell, hold or trade in the investments involve risk and are best made based on the advice of qualified financial professionals. Any trading in financial instruments involves a risk of substantial losses. In connection with any such transaction, you should note that:

- financial transactions are risky;
- the price of financial instruments, and the income derived from them, can go down as well as up, and investors may not get back the amount they invested; and
- past performance is not necessarily a guide to future performance.

In connection with your use of the Trading Platforms made available by you, you agree to comply with all applicable national or international law and regulation, including, but not limited to, the market abuse regime of the Labuan Financial Services Authority.

## Over-The-Counter Contracts

OTC Contracts are derivatives financial products that are traded on margin (“**Leveraged Products**”). Leverage Products carries a significant level of risk. Please read our General Risk Disclosure Statement on our website before access and/or using our Trading Platforms and/or carrying on any activity with us.

## Notice to residents of Malaysia (excluding Labuan)

No approval and/or recognition from the Securities Commission of Malaysia (the "SC") has been applied for or will be obtained for the making available, offering for subscription or purchase of or issuing invitation to subscribe for or purchase the interests or securities under the Capital Markets and Services Act 2007 (the "CMSA"). No prospectus has been or will be registered with the SC under the CMSA in connection with the issue, offer for subscription or purchase or invitation to subscribe for or purchase the interests or securities in Malaysia (excluding Labuan). Accordingly, any information, invitation, advertisement, offering document or other document in relation to the any security may not be issued or distributed, in Malaysia (excluding Labuan) directly or indirectly for the purpose of any offer of the interests and no person may make available, offer for subscription or purchase or issue invitation to subscribe for or purchase, any of the interests directly or indirectly to anyone in Malaysia (excluding Labuan).

## Data, Software and Hardware

For purposes of this section data, software, and hardware include, but are not limited to, any data (including, without limitation, market data), information, technology, connectivity, software, hardware, data processing systems, networks, electronic order entry, routing or execution systems ("**Data and Technology**").

You agree that you are using the Data and Technology entirely at your own risk. All Data and Technology is provided "**As Is**," "**As Available**" and "**As Accessible**." uTrada make no representations or warranties, express or implied, regarding any such data and technology or any information or data transmitted over systems and networks provided as part of the Data and Technology, including, without limitation, any warranties regarding performance, accuracy, accessibility, completeness, timeliness, adequacy, merchantability, non-infringement or fitness for a particular purpose. uTrada and any third party providers that it may use for Data and Technology services shall not be responsible for and shall have no liability to you, your affiliates, or any third party with respect to any of the Data and Technology, or for any inaccuracies, errors, omissions, losses of data or information, interruptions or delays, whether or not caused in whole or in part by their negligence or omission in such Data and Technology or arising in connection with the use thereof.

You understand that uTrada do not guarantee the timeliness, sequence, accuracy, or completeness of market data or any other market information or messages. uTrada shall not be liable in any way for inaccuracies in market data feeds from third party providers due to:

(i) inaccuracy, error, delay, or omission;

(ii) non-performance; or

(iii) interruption of any such data, information, or message due either to any negligence act or omission by the third-party provider or to any force majeure, technical, hardware, or software malfunctions, lost or unavailable network connections, or failed incomplete or delayed computer transmissions or any other cause.

## Limitation of Liability

We shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Trading Platforms or any services obtainable therefrom, (b) the unavailability or interruption of the Trading Platforms or any features thereof, (c) your use of the Trading Platforms, (d) the content contained on the Trading Platforms, or (e) any delay or failure in performance beyond the control of us. The aggregate liability of us in connection with any reasonably foreseeable claim arising out of or relating to the Trading Platforms, information, documents and services provided herein or hereby shall not exceed (i) the amount you have paid to Us over the previous 6 months; and (ii) 50 US Dollars, whichever is higher and that amount shall be in lieu of all other remedies which you may have against us. Losses which are “reasonably foreseeable” means that the losses arose in the usual course of things from the breach, or which you and we knew, at the time of entering into these Terms and Conditions, to be likely to result from the breach of such Terms and Conditions.

## Assignment

You acknowledge that we may assign our rights under the Agreement (and any related claims) to any third party without having to obtain your prior consent.

## No Waiver of Legal Rights

Our failure to insist upon or enforce any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. If you breach the Terms and Conditions and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach the Terms and Conditions.

## Entire Agreement

The Agreement constitutes all terms agreed upon between you and us and supersede any prior agreements in relation to our Trading Platforms. There are no promises, terms, covenants, provisions or obligations or written agreement, expressed, or implied other than those, set forth in this Terms and Conditions. You represent that you have not accepted the Terms and Conditions in reliance on any oral or written representations made by us that are not contained in the Terms and Conditions.

## Validity

If any part of the Terms and Conditions is disallowed or found to be ineffective by any court or regulator, or for any reason unenforceable, then that provision will be deemed severable from these Terms and Conditions and the other provisions shall continue to apply.

## Disputes

These conditions are governed by and construed in accordance with Malaysian law. We agree to submit to the exclusive jurisdiction of the Malaysian courts.

## Account Dormancy

In the event that an Account remains inactive/ dormant for a consecutive period of 6 months, uTrada reserves the right to impose suspension/ termination in relation to the further operation of the Account as it may determine in its sole absolute discretion.