



TERMS AND CONDITIONS

VERSION 1.0

SPECTRA GLOBAL LTD

AN INVESTMENT DEALER (FULL-SERVICE DEALER EXCLUDING UNDERWRITING) LICENCE AND
GLOBAL BUSINESS COMPANY LICENSED BY THE FSC

These Terms and Conditions ("Terms") govern the use of services offered by Spectra Global Ltd ("the company/we"), an investment dealer licensed in Mauritius. By accessing or using our services, you agree to comply with and be bound by all of the below Terms and Conditions. ***Please read them carefully.***

1. Company Information

1.1 Spectra Global Ltd (hereafter the "Company", "Spectra Global") is a Company incorporated and registered under the laws of the Republic of Mauritius on 29th June 2023, with company number 198453/GBC. The Company is licensed by the Financial Services Commission of Mauritius, as an Investment Dealer (Full Service Dealer, excluding Underwriting) pursuant to Section 29 of the Securities Act 2005, Rule 4 of the Securities (Licensing) Rules 2007 and the Financial Services (Consolidated Licensing and Fees) Rules 2008, with its registered office in Mauritius at The Cyberati Lounge, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity 72201 Ebene. This address is subject as per what will be communicated to you.

1.2 This document sets out the general terms and conditions (the "General Terms & Conditions") governing our relation by which you (the 'Client') and us shall abide. Please read these carefully as they shall constitute the agreement between you and us (the "Agreement").

1.3. In the event of an inconsistency between the provisions of these Terms and the other provisions of other Agreement, these Terms will prevail to the extent necessary.

1.4. You are responsible for checking our Website regularly and reviewing the current version of the Agreement. We have the right to amend these Terms.

1.5. By opening an account with us, you confirm having read, understood and accepted all terms and conditions herein and this Agreement will be effective on the date your account is opened with us. This Agreement is made in English, and all communications will be made in English for the duration of the Agreement.

2. Terms Description

2.1. These terms and conditions ("Terms") describe the terms on which the Company grants Users access to the Spectra Global Platform (hereinafter referred to as "Services") and shall be read with the privacy policy. The users of the Spectra Global Platform are herein referred to as "You/Your". The term "Users" for the purposes of these Terms shall be read as You.

3. Investment Decisions

3.1. The information on the Spectra Global Platform is provided solely to enable Users to make their own investment decisions and does not constitute a recommendation to buy, sell or otherwise deal in investments. The Services We offer may not be suitable for all Users. In case of any doubts, You are advised to seek advice from an independent financial adviser. You agree that all investment and disinvestment decisions made using any information provided on the Spectra Global Platform shall be based on your own evaluation of the financial circumstances. Mere viewing of certain information on the App or Website does not amount to advisory. You are also advised to check for accuracy of information displayed on the Spectra Global Platform, as Spectra Global Platform takes no responsibility towards the accuracy of the same, and all information and Services provided to You are on the best-efforts basis.

4. Acceptance of terms

4.1. These Terms shall apply fully to your use of the Spectra Global Platform. By using the Spectra Global Platform, You agree to accept all terms and conditions written in here. You must not use the Spectra Global Platform if You disagree with these Terms.

5. User representations

5.1. In consideration of your use of the Spectra Global Platform, You represent that You are of legal age to form a binding contract and are not a person barred from receiving Services. You also agree to provide true, accurate, current and complete information about yourself as prompted by the Spectra Global Platform's registration form or any information provided by You by other means of communication. Minors or people below 18 years old are not allowed to use this Platform and any person below the age of 18 years availing the Services shall be deemed to be an unauthorized user.

6. Opening and operation of the online account

6.1. Registration to the Spectra Global Platform is subject to the satisfactory completion of the registration form and submission of all mandatory documents and its subsequent KYC verification.

6.2. Subject to the applicable laws and FSA regulations effective from time to time, User will be allowed to avail or use the fully-operational Services only when the User completes the KYC, investment readiness and information verification process and provides the complete personal information in accordance with regulatory / government agencies or authorities from time to time.

6.3. Spectra Global Platform will use your personal data in order to provide services to You, your personal information may be processed by or transferred or disclosed to and / or by third parties like statutory bodies or agencies, relevant banks or 3rd party service providers & partners wherever necessary. This includes information that enables us to identify and verify your identity and conduct fraud and sanction checks, anti-money laundering and counter-terrorism checks, and any other checks required under the Applicable FSA and our internal Policies and procedures.

6.4. Spectra Global Ltd reserve the right to decline your application for an Account at our sole discretion and without providing any reason to the extent permitted by Applicable FSA Regulations.

6.5. Spectra Global Ltd reserve the right to suspend or terminate your Account, at any time, immediately and at our sole discretion where we have been unable to verify your identity.

7. Provision of information

7.1. You agree to promptly provide us upon our request any information or document which we would require under the FSA Regulations or our internal Policies and procedures. We may request such information or document at any time, including prior to Account opening. This includes instances when we are required to carry out or refresh our know-your-customer checks and customer due diligence checks.

7.2. If any information or document which you have provided to us under the Agreement (including any representations made) changes, becomes inaccurate or misleading, you must provide us the updated information or document as soon as possible.

7.3. Any information or document that you provide to us, whether that information or document is required under the Agreement or not, must be complete, accurate and not misleading. If you fail to provide us the required information or document and relevant updates for any changes, or if you provide inaccurate, incomplete or misleading information, we will not be able to open an Account for you, or, if you already have an Account, we may suspend, block, or close your Account at our sole discretion and without liability to you for any Losses that may arise from such action.

7.4. You agree and acknowledge that we may use third party organisations and entities to verify any information you have provided to us.

8. License To Use

8.1. Company hereby grants You the limited right to access, view and use the Spectra Global Platform only for the purposes of carrying out online trades and transactions. Any rights not expressly granted to You herein are reserved to the Company.

8.2. You should not give a third-party access to or control of your Account. If you give another person access to or control of your Account, you do so at your own risk and you will be responsible for all decisions of that third party.

8.3. If you are an Entity, you may elect to give one or more Authorised Individuals access to or control of your Account, but you shall do so at your own risk. You shall ensure that Authorised Individuals do not disclose the security information in connection to your Account to another person within or outside of your organisation or compromise the security of your Account in any way. You will be responsible for all decisions of the Authorised Individuals and any third party to whom security information has been disclosed by an Authorised Individual. You are required to provide us with the name of the Authorised Individual, and to promptly notify us of any changes to such Authorised Individual. You are also required to supply us with any information or documents we request in respect of the Authorised Individual.

9. Restrictions

9.1. You must comply with the laws that apply to You in the location that You access Company's Services from. If any laws applicable to You restrict or prohibit You from using the Services, You must comply with those legal restrictions or, if applicable, stop accessing and/or using the Services. You promise that all the information You provide to the Company on accessing and/or using the Services is and shall remain true, accurate and complete at all times.

9.2. Notwithstanding anything, You are specifically restricted from all of the following: -

- I. Publishing any Spectra Global Platform's material in any other media;
- II. Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, FSA regulations or code of practice;
- III. Selling, sublicensing and/or otherwise commercializing any Spectra Global Platform material;
- IV. Publicly performing and/or showing any Spectra Global Platform's material without the Company's prior written consent;
- V. Interfering or disrupting networks or web sites connected to the Spectra Global Platform/website;

- VI. Using the Spectra Global Platform in any way that is or may be damaging to the Spectra Global Platform;
- VII. Using the Spectra Global Platform in any way that impacts other Users' access to the Spectra Global Platform;
- VIII. Using the Spectra Global Platform in any way contrary to applicable laws and FSA regulations, or in any way which may cause harm to the Spectra Global Platform, Us, or to any other person or business entity;
- IX. Engaging in any data mining, data harvesting, data extracting, or any other similar activity in relation to the Spectra Global Platform;
- X. Collecting or storing any personally identifiable information from the website/product or services from other users of the website/product or services without their express permission;
- XI. Using the Spectra Global Platform to engage in any advertising or marketing.

9.3. Certain areas of the Spectra Global Platform are restricted from being accessed by You, and We may further restrict access by You to any areas of the Platform at any time, in absolute discretion. Any user ID and password You may have for this Platform are confidential, and You must maintain confidentiality as well.

10. Our services

10.1. Execution-only services - We provide execution-only brokerage services for transactions in the Products. We may receive and transmit your Orders or deal as agent on your behalf (whether as a matched principal or otherwise) only for the purposes of the execution of transactions.

No investment advice or personal recommendation:

We deal with you on an execution-only basis and we will not provide you with any:

- (a) advice on the merits of a particular Position or transaction;
- (b) personal recommendations in relation to any open Position or transaction; or
- (c) investment, legal, regulatory, accounting, tax or other forms of advice in respect of a Position or transaction.

10.2. When placing an Order with us or entering into a transaction with us, you represent that you have made your own independent appraisal into the risks of the transaction, investment or investment strategy. You agree and acknowledge that you will not rely on any opinion, research or analysis expressed or published by us or our Affiliates as being advice or recommendation in relation to a Position or transaction.

10.3. You agree and acknowledge that:

- (a) the provision of information is incidental to your dealing relationship with us and does not amount to advice;
- (b) we give no representation, warranty or guarantee as to the merits, risks or suitability of an Order, Position, transaction, investment strategy or market condition;
- (c) the information provided by us is not a recommendation, nor will it represent a comprehensive or verified assessment of the Position or the relevant market. You agree that you will not treat any

information or statement, including information about our Products and Services, as investment advice on the suitability of any investment for you;

(d) we give no representation, warranty or guarantee as to the accuracy or completeness of the information provided by us;

(e) if the information or document provided by us contains a restriction on the person or category of persons for whom that information or document is intended or to whom it is distributed, you shall not pass it on contrary to that restriction; and

(f) prior to despatch of the information, we may have acted upon it ourselves or made use of the information on which it is based. We do not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other clients.

10.4. No management services: We will not provide any portfolio management or discretionary management services to you.

10.5. No fiduciary duty: Unless specifically agreed between us in writing, our provision of a Service to you will not give rise to any fiduciary or equitable duties on our part, on part of our Affiliates or our employees. You agree that nothing contained in these Terms will create a fiduciary, trustee, agency, joint venture or partnership relationship between you and us, you and our Affiliates or you and our employees.

10.6. Introducing Party: If you are introduced to us by a third party (an "Introducing Party"), you acknowledge and agree that:

(a) our responsibility is limited to our Services, which are execution-only in nature;

(b) we have no responsibility or obligation, and give no warranty, representation or endorsement, regarding the conduct, action, representation, advice, recommendation or statement of an Introducing Party on which you have, or may have, relied on at the time of entering into, or during the life cycle, of a Position;

(c) We have no responsibility or obligation to verify the legal standing or regulatory status of an Introducing Party; and

(d) unless we have confirmed otherwise to you in writing:

(i) an Introducing Party is an independent intermediary;

(ii) an Introducing Party is not our employee, agent, representative or Affiliate; and

(iii) an Introducing Party is not authorised to make a representation or statement regarding us, our Affiliates or our Services, except to the extent necessary for your introduction to us.

11. Quotes and Orders

11.1. You may open or close a Position with us by placing a 'buy' or 'sell' Order at the prices we quote to you.

12. Quotes are not offers

12.1. A quote provided by us is indicative and is not an offer to open or close a Position at the quoted price. A Position is opened at the quoted price only once an Order is accepted by us.

13. Price quotation

13.1. The way in which the prices that we quote to you are established will be dependent on the Product. Further information is contained in the relevant Schedule for each Product and in our Order Execution Policy.

14. Market movements and slippage

14.1. Market conditions may move between the time the quote is given and the time your Order is executed. Such movement may be in your favour or against it, and your Order will be executed at the price prevailing at the time of Order execution. This will be impacted by the liquidity made available to us by our liquidity provider(s) at such time, and in relation to such Product.

14.2. Prices that may be quoted or traded upon, from time to time, by other market makers or third parties shall not apply to trades between us and you.

14.3. A quote is valid only at the time it has been displayed and is subject to change. Therefore, spreads, market spreads as well as the cost of opening or closing out a Position may change significantly depending on the prevailing market conditions and the quoted price.

14.4. You should only submit an Order or place any other instructions if you understand and are willing to accept the risks of market movements and slippage.

15. Manifest Error and latency trading

15.1. From time to time, it is possible that errors may occur in the quotes or pricing of our Products. Notwithstanding the rights that you have, we reserve the right to void, or to amend the terms of, any Order or any transaction that we reasonably believe, at our sole discretion, to contain or be based on an obvious error ("Manifest Error"). In deciding whether an error is a Manifest Error we may take into account relevant information including, the state of the Market or Underlying Market at the time of the error and any error within, or lack of clarity of, any information source or pronouncement.

15.2. Where we reasonably believe that latency on the Platform or other features or components of our system are being exploited by you, we may at our absolute discretion void, close, reverse, or amend all trades and return to you only funds deposited net of any earlier withdrawals, and then may proceed to close your Account.

15.3. We will not be liable to you for any Losses following the above or any manifest error.

16. Placing of Orders

16.1. You may place an Order electronically through the relevant Platform, unless we notify you that instructions can be given in an alternative manner.

16.2. We will only act upon an Order (and your Position is only opened) once the Order is received and accepted by us and we will have no liability to you for any Losses that may arise from delayed receipt of an Order, or non-receipt of an Order.

17. Cancelling, amending, or withdrawing Orders

17.1. You may only cancel or amend your Orders if we have not acted upon those Orders.

18. Authority to act on an Order

18.1. You agree that, where an Order, instruction or communication given or purporting to be given by you, your Authorised Individuals or any person authorised on your behalf through an Electronic Trading Service, we will act on that Order, instruction or communication, without further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such Orders. You will be responsible for and bound by all obligations we enter into or assume on your behalf as a result of or in connection with such Orders, instructions or communications.

18.2. You are responsible for any Losses incurred by us for acting or attempting to act on any Orders given or purporting to be given by you or any person authorised to act on your behalf.

18.3. Where an Order, instruction or communication is given in an alternative manner, we may undertake additional steps to verify the identity of the individual making the Order, instruction or communication, as may required.

18.4. If your Order is incomplete, unclear or ambiguous you agree that we may in our absolute discretion and without any liability on our part act or decline to act upon what we believe in good faith the Order to be.

19. Right not to accept an Order

19.1. We are not obliged to accept any Order. If we decline to accept an Order, we shall not be obliged to give you a reason.

19.2. You agree that we will not be liable for any Losses you may incur by reason of:

(a) our decision not to accept an Order;

(b) our refusal to act on an Order until any incompleteness, unclarity, ambiguity or conflict in the Order has been resolved to our satisfaction.

20. Closing out your Position after accepting an Order

20.1. Without prejudice to the generality of the above clauses, if we have accepted an Order and we subsequently suspect the Order or instruction infringes or would infringe upon any Applicable Regulations, our Policies or these Terms, we may, in our absolute discretion, close out such Positions at the then prevailing price quoted on the Platform or treat that Position as having been void from the outset.

21. Market or Liquidity Provider action

21.1. If a Market or Liquidity Provider (or intermediate broker or agent, acting at the direction of, or as a result of action taken by, a Market) or regulatory body takes any action which affects a Position, then we may take any action that we reasonably consider desirable to minimize any loss which you may incur, or we may incur, as a result of such action.

22. Order execution and handling

22.1. We will use our reasonable endeavours to execute an Order promptly, but in accepting your Order we do not guarantee that it will be possible to execute such Order or that the execution will be possible according to your instructions or at the price quoted.

22.2. We shall execute an Order only when the relevant Market or Underlying Market is open for dealing. An Order received outside Market or Underlying Market hours will be executed as soon as practicable and when that relevant Market or Underlying Market is next open for business (in accordance with the rules of that Market or Underlying Market).

22.3. We will take all sufficient steps to provide you with best execution in accordance with our Order Execution Policy.

23. Intellectual property rights

23.1. Other than the content You own, under these Terms, We and/or our licensors own all the intellectual property rights and materials contained in the Spectra Global Platform.

23.2. You agree not to remove, obscure, or alter the Spectra Global Platform's or any third party's copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the app/website/Service. Except as expressly authorized by Spectra Global Platform, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the materials. The Spectra Global Platform reserves all rights not expressly granted under these Terms.

24. Charges and fees

24.1. The charges and fees for our Services are set out on our Website or through such other methods that we deem appropriate in our sole discretion.

24.2. Unless otherwise specified under these Terms or otherwise agreed between you and us, all payments due and payable from you to us are due immediately upon our demand within 48 hours and must be made by you and received by us in full in cleared funds in your Account (or in another bank account designated by us) and in such currency as we may from time to time specify. All payments from you shall be made without any deduction or withholding.

25. Your representations and warranties

25.1. You represent, warrant and undertake to us that:

(a) you will at all times obtain and comply with, and do all that is necessary to maintain in full force and effect, the authority, power, consent, licence and authorisation of a governmental or other authority;

(b) you will promptly provide us with accurate, complete, and non-misleading information on your financial position, domicile or any other information we may request from you, and you will promptly notify us of a change to such information;

(c) you will act in good faith when using the Services offered by us pursuant to these Terms;

(d) you will promptly notify us of the occurrence of an Event of Default or a Potential Event of Default in respect to yourself in connection with these Terms;

(e) you will, if so required, make appropriate disclosures to a relevant authority. You acknowledge and agree that we are entitled, and in some cases required, to report information relating to you or your Account to a relevant regulatory authority subject to Applicable Regulations;

(f) you will take all reasonable steps to co-operate with us in our compliance with any obligations under Applicable Regulations, these Terms, and each Position;

(g) you will comply with the Applicable Regulations to which you are subject, including all tax laws and regulations, exchange control requirements and registration requirements.

25.2. You further represent, warrant, and undertake to us on the date these Terms come into force, on the date of each Order when placed, and on the date when each Position is opened or closed out, that:

(a) you have full legal capacity to enter into these Terms, and are not subject to a law or regulation which prevents your adherence to or performance of an obligation under these Terms;

(b) if you are an Entity, you are duly incorporated and validly existing under the laws of the jurisdiction of your incorporation;

(c) if you are an Entity, you have the power to own assets and carry on business, as it is being conducted;

(d) you have all necessary authority, powers, consents, licences and authorisations, and have taken all necessary action, to enable you to lawfully enter into, deliver and perform your obligations under these Terms, and to grant security interests and powers referred to in these Terms;

(e) you are duly authorised to enter into these Terms and effect each Position (and each person entering into these Terms and each transaction on your behalf has been duly authorised to do so);

(f) you enter into these Terms for valid commercial purposes;

(g) these Terms and the obligations under each Position are binding upon you and enforceable against you, and are not contrary to:

(i) a law, regulation, order, judgment of a court or other agency of government applicable to you or any of your assets;

(ii) a contractual restriction binding on or affecting you or any of your assets; or

(iii) a charge or agreement by which you are bound or by which any of your assets are affected.

(h) you are solely responsible for making your own independent appraisal and investigations into the risks of such action and Position, or you have sought independent professional advice, and have sufficient knowledge and experience to do so.

(i) you are able to assume the risks of any Position that you open or close;

(j) you are willing and financially able to sustain a total loss of funds, and trading of such Product is a suitable investment vehicle for you;

(k) you act as principal and sole beneficial owner in entering into these Terms and each Position (where applicable to the type of Position being contemplated) and we are not acting as a fiduciary for, or an adviser, to you in respect of that Position;

(l) you are the sole beneficial owner of the Equity you transfer under these Terms or you have obtained all required authorisations and permissions to do so;

(m) any information you provide or have provided to us is accurate, complete, and not misleading;

(n) no Event of Default or Potential Event of Default has occurred and is continuing with respect to you;

(o) you are in compliance with the Applicable Regulations to which you are subject, including all tax laws and regulations, exchange control requirements and registration requirements.

(p) you will not send Orders or otherwise take any action that you have reason to believe is in breach of Applicable Regulations (including insider dealing, unlawful disclosure of inside information or market manipulation);

(q) you will observe the standard of behaviour reasonably expected of persons in your position and not take any step which would cause us to fail to observe the standard of behaviour reasonably expected of persons in our position;

(r) other than in exceptional circumstances (the existence of which is solely determined by us), you will not send funds to your Account with us from, or request that funds be sent from your Account to, a bank account other than that identified in your account application form or as otherwise agreed by us;

(s) you will not use our bid and offer prices for any purpose other than for your own trading purposes, and

(t) you agree not to redistribute our bid and offer prices to any other person whether such redistribution be for commercial or other purposes;

(u) you will not use any electronic device, software, algorithm, trading strategy or arbitrage practices that manipulates or takes unfair advantage of the way in which we construct, provide or convey our bid or offer prices or any of our Services; and

(v) you will not use any automated software algorithm or trading strategy other than in accordance with the terms of these Terms.

26. Refund policy/cancellation policy

26.1. Order Cancellation/Modification Policy: Customer Responsibility:- Customers are responsible for executions, even if a cancel/modify request is submitted, as it may not always be possible to fully cancel or modify an order.

26.2. Company Discretion:- Spectra Global can adjust accounts to correct errors, but may also require customers to accept trades if Spectra Global confirms execution in error and the customer delays reporting the error.

26.3. Fees:- Spectra Global charges fees for modifying or cancelling orders, which may be passed on from exchanges/liquidity provider. These fees may be higher or lower than the actual exchange/ liquidity provider fees.

26.4. Cancellation Request:- Customers can submit an order cancellation request. Spectra Global will report these trades to the appropriate exchange on a best efforts basis, but it's a time-sensitive process.

26.5 Refund Policy: Error Adjustments: Spectra Global may adjust accounts to correct errors, including erroneous payments or transfers.

26.6. Client's Responsibility: Clients are responsible for promptly returning any erroneous payments, transfers, or distributions to Spectra Global within 2 days.

27. Disclaimer

27.1. The Company, its licensors and affiliates make no representations or warranties of any kind (express, statutory or implied) as to the operation of the Spectra Global Platform, provision of Services or the information, content, materials, or products included on the Spectra Global Platform, or in association with the Services or any third party websites or services. The Company will not be held responsible for any unethical, illegal acts performed by the Users and the action of each of the Users shall be their own responsibility solely.

27.2. The Company disclaims any and all warranties, express or implied, including, but not limited to, implied warranties of merchantability, quality of service and fitness for a particular purpose and shall not be responsible for any loss of data, loss of profits or any kind of misuse (statutory or otherwise) by any of its Users individually or during their interaction with each other.

27.3. You understand and agree that if You use, access, download, or otherwise obtain information, materials, or data through the app/website/Service, the same shall be at your own discretion and risk and that You will be solely responsible for any damage to your property (including your computer system and/or other device) or loss of data that results from the download or use of such material or data. We do not authorize anyone to make any warranty on our behalf and You should not rely on any such statement. This paragraph shall survive the termination of these Terms. You also understand and agree that the Company shall ensure the availability and access to the Spectra Global Platform, its products and Services on a best-effort basis, and the uptime/availability of the Spectra Global Platform will be dependent on uptime/availability from exchanges, connectivity service partners, Internet Service Providers (ISPs) and telecom service providers. However, it can be limited due to software and hardware availability and functionality also.

27.4. Except as provided above, there are no other warranties, conditions or other terms and conditions, express or implied, statutory or otherwise, and all such terms and conditions are hereby excluded to the maximum extent permitted by law.

28. Scope of Marketing:

28.1. The company may engage in marketing services, marketing activities and any marketing efforts or strategies. The use of the Company's platform for marketing purposes shall align with legal and ethical standards, protect the Company's reputation, and ensure a fair and transparent trading environment. As part of the marketing process, the Client agrees to opt in for any marketing emails, previews, analytics, newsletters and any related materials thereof.

29. Limitation of liability

29.1. In no event shall the Company, nor our Affiliates, any of its officers, directors, employees, agents, representatives shall be held liable for anything arising out of or in any way connected with your use of the Spectra Global Platform, whether such liability is under contract. The Company, including its officers, directors and employees shall not be held liable for any direct or indirect, consequential or special liability arising out of or in any way related to your use of the Spectra Global Platform.

29.2. Neither we nor our Affiliates, nor our or our Affiliates' directors, officers, employees, agents, representatives shall be liable for any Losses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under these Terms (including any Position).

29.3. In no circumstance, shall we have liability for losses suffered by you or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with these Terms, whether arising out of negligence, breach of contract, misrepresentation or otherwise.

29.4. We do not accept any liability for:

- (a) any adverse tax, accounting or other implications of any Positions whatsoever;
- (b) any delay or change in market conditions before any particular Position is effected;
- (c) where information in relation to our Services is provided by third parties, any inaccuracy, errors or omissions in the information they provide us;
- (d) any partial or non-performance of our obligations by reason of any cause beyond our reasonable control, including any breakdown, delay, malfunction or failure of transmission, communication, computer facilities or our Website, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supranational bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of our custodian, sub-custodian, dealer, Market, Underlying Market, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

30. Indemnification

30.1. You shall pay to us, on a full indemnify basis to the fullest extent the Company and its officers, directors, employees and agents from and against any any losses, liabilities, damages, costs, claims, expenses (including legal fees and administrative costs for any legal proceedings, investigatory actions or debt collection), fines, penalties, taxes, imposts, any other fees and levies which we may incur or be subjected to with respect to: -

- I. Your use or misuse of the Services/app/website;
 - II. Any violation by You of these Terms or applicable laws;
 - III. Any breach of the representations, warranties, and covenants made by You herein;
 - IV. Any act, neglect, misconduct or fraud on your part;
 - V. any of your Accounts or any Position or any matching transaction on a Market, Underlying Market, or with an intermediate broker;
- any false or misleading information or declaration, or misrepresentation made by you to us or to any third party including any Market or exchange;
- VI. Sharing and or disclosing the information disclosed hereunder.

30.2. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify the Company, including rights to settle, and You agree to cooperate with the Company's defense and settlement of these claims. Company will use reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of these Terms.

31. Severability

31.1. If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

32. Variation of terms

32.1. The Company is permitted to revise these Terms at any time as it sees fit, and while using the Spectra Global Platform You are expected to review these Terms on a regular basis. The revised Terms shall be made available on the Website/Spectra Global Platform. The changes will become effective, and shall be deemed accepted by You, 24 hours after the initial posting and shall apply immediately on a going forward basis with respect to your use of the Spectra Global Platform, availing the Services or for payment transactions initiated through the Spectra Global Platform after the posting date. If You do not agree with any such change, your sole and exclusive remedy is to terminate your use of the app/website/Service.

33. Entire agreement

33.1. These Terms read along with our Privacy Policy constitute the entire agreement between the Company and You in relation to your use of the Spectra Global Platform, and supersede all prior agreements and understandings.

34. Termination

34.1. Company may remove, restrict, cancel or suspend access to and/or use of the Service and any part of it, if Company considers (in the sole discretion of Company) that You have breached any of these Terms. You agree that any termination of your access to the website and/or the app or any account You may have or portion thereof may be effected without prior notice, and You agree that Company will not be liable to You or any third party for any such termination or interruption. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies the Company may have under law or in equity. Upon termination for any reason, you agree to immediately stop using the Spectra Global Platform's app/website/Service.

34.2. You may also terminate these Terms with the Company by ceasing to access the Service, deleting all copies of the Service or part thereof within your control. Termination shall not affect any rights or remedies, which have accrued up to the time of termination. Such termination request can only be initiated when:

- i) The portfolio value of the User is Zero, and
- ii) There are no monies due to the Spectra Global Platform from the User.

34.3. You understand that the Company and Spectra Global Platform are subject to operate under various guidelines from the regulatory/government agencies beyond these Terms & Conditions, its privacy policy, and the rest; hence the termination of usage of the account might not necessarily result in the deletion of personal information and data provided by You to the Company.

35. Amendments

35.1. We may amend these Terms and Policies at our sole discretion by publishing the amended and restated Terms and Policies on our Website.

35.2. You will be deemed to have accepted such amendment if you continue to use our Services. An amendment may impact outstanding Orders, a Position or any legal rights or obligations which may already have arisen.

36. Joint and several liability

36.1. If you are a partnership, or otherwise comprise more than one person, your liability under these Terms will be joint and several along with such other person. In the event of the death, bankruptcy, winding-up or dissolution of one or more of such persons (but without prejudice to the foregoing or our rights in respect of such person and their successors) the obligations and rights of all other connected persons under these Terms shall continue in full force and effect.

37. Force majeure

37.1 Company/its authorised representative and its service providers shall not be liable for any failure to perform any of its obligations or service standards etc. if the performance is prevented, hindered or delayed by a Force Majeure Event ("Force Majeure Event"), which includes any event due to any cause beyond the reasonable control including, without limitation, unavailability of any communication system including internet, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, pandemic, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, breach of security and encryption codes.

38. Contact

38.1 If you have any questions about these Terms, please contact us at support@sgfx.com