

# TERMS AND CONDITIONS

## 1. THE COMPANY

1.1 Libra Wealth (Pty) Ltd (Hereafter referred to as "The Entity") is a registered Financial Services Provider based in South Africa, with Registration Number 2020 / 814032 / 07. The company is located at 14 trinity street Bloubergstrand Cape Town Western Cape 7441, South Africa, and operates under the oversight of the South African Financial Sector Conduct Authority (FSCA no. 52313). The Entity offers financial services, as defined within this agreement, to individuals referred to as the client (also denoted as the "customer," "client," or "you") through its electronic system accessible over the internet (referred to as the "trading platforms").

1.2 This agreement is established between the Entity and the Client (whether a legal entity or an individual) who has successfully filled out the Account Opening Application and has been approved by the Entity as a client.

1.3 The right to amend this Agreement is reserved and will be communicated to you through email or the official website of the Entity. Your ongoing use of the Services implies your acceptance of any revised terms, and the Entity is not obligated to provide direct notification of such changes. It is your responsibility to periodically review the terms for



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updates. The modified Agreement will not apply to transactions conducted before the effective date of the changes unless expressly agreed otherwise. If you disagree with the amendments, you have the option to terminate the Agreement in accordance with the Termination section.

## **2 CORRESPONDENCE WITH OUR ENTITY**

2.1 You are welcome to reach out to us utilizing the contact information provided in the "Contact Us" section of our website.

2.2 The communication medium will be English, and all documents and information will be provided to you in English. Nevertheless, when suitable and for your convenience, we will make efforts to communicate with you in other languages. Your acceptance of the Terms and Conditions of this Agreement implies agreement with these conditions.

2.3 The Entity possesses the freedom to utilize any concepts, ideas, know-how, techniques, or information from your communications for diverse purposes, encompassing the development and promotion of products. Monitoring of your communications by the Entity may take place to assess service quality, your adherence to this Agreement, website security, or other pertinent reasons. You acknowledge that such monitoring activities do not confer upon you any legal claims or additional entitlements regarding the Entity's methods of monitoring your communications.



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### **3 MEMBERSHIP QUALIFICATION**

3.1 The availability of services is limited to individuals or legal entities that have entered into a legally binding contract in accordance with the laws of their country of residence. Without restricting the terms outlined below, our services are not intended for individuals under the age of 18 or those who have not reached the legal age ("Minors"). We explicitly disclaim any responsibility for unauthorized use of our services by Minors in any manner.

3.2 Notwithstanding the foregoing, our services are not offered in regions where their utilization is deemed illegal, and the Entity retains the right to deny and/or terminate access to its services at its sole discretion.

3.3 To make it clear, the ability to visit our website does not necessarily imply that our services or your actions on it comply with the laws, regulations, or directives of your country of residence.

### **4 TERMINOLOGY – EXPLANATION**

4.1 "Account" refers to the individual trading account held by the Client with the Entity, identified by a specific account number.

4.2 Access Codes or Log in Information refers to the username and password provided by the Entity to the Client for entry into the Entity's website.



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- 4.3 The term "Account Opening Application" pertains to the application form or questionnaire filled out by the Client to request the Company's services as outlined in this Agreement and to establish a Client Account. Through this form or questionnaire, the Company gathers, among other details, information for the Client's identification, due diligence, categorization, and appropriateness or suitability (as applicable) in accordance with the Applicable Laws and Regulations.
- 4.4 "Agreement" or "Policy" signifies the terms and conditions governing the services provided by the Entity.
- 4.5 Applicable Regulations signifies the regulations of the South African Financial Sector Conduct Authority and any other applicable laws.
- 4.6 "Balance" denotes the amount held on behalf of the Client in their Client Account during any given period.
- 4.7 "Business Day" designates a day that is not a Saturday, Sunday, or a public holiday in South Africa.
- 4.8 "Company's Website" designates the website located at [www.vptrade.com](http://www.vptrade.com)
- 4.9 "Execution" refers to the implementation of clients' orders on the trading platform of the Entity, wherein the Entity acts as an agent for clients' transactions.



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- 4.10 "Financial Markets" signifies the global financial arenas where the exchange rates of financial instruments are determined through multi-party trading processes.
- 4.11 "Financial Instruments" denotes any of the financial instruments provided by the Entity.
- 4.12 "Liquidity Provider" refers to a third-party entity that supports or funds transactions and facilitates a market for a particular asset.
- 4.13 "The Company's Operating (Trading) Time" signifies the duration within a business week during which the trading terminal of the Entity facilitates trading operations.
- 4.14 The Entity retains the right to modify this timeframe as deemed appropriate, with prior notification to the Client.
- 4.15 "Order" refers to the Client's request or instruction to the Entity to initiate or conclude a trading position in the Client's Account
- 4.16 "Services" encompasses the investment and ancillary services offered by the Entity to clients, as detailed in Paragraph 5 of this Agreement and regulated by the terms herein.
- 4.17 "Transaction" refers to any form of transaction covered by this Agreement, conducted in the Client's trading account(s), including, but not limited to, Deposits, Withdrawals, Open Trades, Closed Trades, and any other transaction involving financial instruments



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4.18 In this Agreement, terms in the singular form also include the plural form wherever applicable, and vice versa. Words referring to natural persons also encompass legal persons, and vice versa. Words indicating any gender include all genders. Any mention of "Paragraphs," "Sections," and "Appendices" pertains to the respective paragraphs, sections, and appendices within this Agreement.

4.19 The section headings are provided for reference convenience and do not impact their interpretation. Mentions of any law or regulation are understood to include references to that law or regulation, which may be modified or replaced periodically, or, similarly, extended, re-enacted, or amended.

## 5 SERVICES RENDERED

5.1 The following outlines the services that the Entity is authorized to offer under its FSCA license authorization and are regulated by this Agreement (the "Services"):

Category	Sub Category	Category Description	Advice	Intermediary - Other
1	2	Short-Term Insurance Personal Lines	X	X
1	3	Long-Term Insurance subcategory B1	X	X
1	20	Long-term insurance subcategory B2	X	X
1	21	Long-term Insurance subcategory B2-A	X	X
1	22	Long-term Insurance subcategory B1-A	X	X
1	23	Short-term Insurance Personal Lines A1	X	X
1	4	Long-Term Insurance subcategory C	X	X
1	5	Retail Pension Benefits	X	X



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1	7	Pension Funds Benefits	X	X
1	8	Shares	X	X
1	9	Money market instruments	X	X
1	10	Debentures and securitised debt	X	X
1	11	Warrants, certificates and other instruments	X	X
1	12	Bonds	X	X
1	13	Derivative instruments	X	X
1	14	Participatory interests in a collective investment scheme	X	X
1	17	Long-term Deposits	X	X

5.2 It is emphasized and acknowledged that the Entity operates on an execution-only basis and does not provide advice on the merits of transactions or their tax implications.

5.3 You take full responsibility for any investment strategy, transaction, or investment, including tax implications, and for any consequences arising from any transaction you undertake. The Entity shall not be held accountable, and you should not rely on the Entity for the aforementioned matters.

5.4 Our services enable you to engage in transactions with the Entity for leveraged trading of Contracts for Difference (or "CFDs"). This offers you the chance to gain exposure to the price movements of different underlying assets, including securities, commodities, indices, and other financial instruments (the "Underlying Assets"), without acquiring or assuming control over the Underlying Assets. CFDs are over-the-counter derivative instruments, not traded on any exchange, and do not confer any rights to, or ownership in, the Underlying Asset.



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- 5.5 Each CFD is designated in a specific base currency ("Base Currency").  
The profit or loss of each CFD is dictated by the fluctuations in the price movements of the Underlying Asset against the Base Currency, occurring between the opening and closing of said CFD.
- 5.6 You can initiate a leveraged CFD transaction by placing an order on the Trading Platform (the "Order"). The Order will indicate your "position" – "buy" (long) or "sell" (short), the Transaction size, leverage rate, and the Rate (as defined below). By submitting an Order, you confirm that you have reviewed all the terms of the Order and ensure they align with your intention. It is acknowledged that once an Order is submitted, you may not cancel it. Upon receiving your Order, we will provide an electronic acknowledgment of receipt, but we are only bound by an Order when the details are reported as executed on the Trading Platform.
- 5.7 We present Rate quotes to the best of our ability. In case of a Market Disruption Event or an Event Beyond Our Control, the provision of Rate quotes or execution of Transactions during the Market Hours specified on our website may be impacted.
- 5.8 We may acknowledge Orders via telephone. If you place an Order by telephone: (i) your verbal instruction constitutes an Order to initiate a Transaction at the Rates quoted by us; (ii) telephone Orders are accepted only at the prevailing Rate; (iii) you can place a telephone Order only by directly speaking with an authorized individual. Orders left with other staff, on an answering machine, or on a voicemail facility will not be accepted; and (iv) an Order is deemed valid only when our authorized personnel confirm its acceptance. Following the Transaction execution, we will adjust your Account accordingly.



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5.9 You have the option to submit an electronic Order on the Trading Platform at any time, or you can place a telephone Order with an authorized dealer during our Trading Hours, as specified on the Website. However, we will only process Transactions during the overlapping times of our Trading Hours and the Market Hours for the corresponding Market. Market Hours are detailed in the Market Information on the Website, subject to periodic changes.

5.10 By entering an Order, you declare your complete understanding:

- The risks associated with the Transactions (including, but not limited to, those outlined in our Risk Disclosure Policy);
- By engaging in a Transaction, you acknowledge that you are not acquiring any access or entitlement to the Underlying Assets; and
- You recognize that all Transactions are initiated and concluded based on the rate displayed on the Website (the "Rate"), determined solely at our discretion. You acknowledge and agree that this Rate does not represent any 'market price' or rates quoted by any third party. The Rate is established by us to incorporate a specific margin between the "Buy" and "Sale" Rates, constituting our profit from each Transaction.
- Upon placing an Order, we will conduct necessary checks (which may vary in duration based on circumstances) at the earliest feasible time. These checks include, but are not limited to, internal risk procedures, AML/KYC processes, and compliance functions. Subject to their satisfactory completion, we will accept your Order and proceed to execute it (the "Execution"). Until Execution, your Order will be regarded as pending and not finalized, holding no binding effect on us in any manner. Upon Execution, the Transaction becomes binding for both you and us.



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- If any error, including but not limited to, in the terms of an offer on the Website is identified, we reserve the right to decline the acceptance of your Order. In such cases, we may either close the Order or present you with an offer to enter into a Transaction that accurately reflects the correct terms.
- You acknowledge that the cancellation of Transactions is not permissible. Once an Order is executed (transforming into a Transaction), the only method to terminate it is by closing it at the

available closing Rate. The Entity reserves the right to refuse the processing of any Order or cancel any pending Transaction for any reason, including but not limited to: (i) compliance with law, regulation, court order, or competent authority requirement; (ii) the Entity deems an Order or Transaction to violate these Terms, applicable law, or regulation; or (iii) a Transaction poses a risk to the Company's operation, reputation, or goodwill. Furthermore, the Entity may take additional actions under these Terms or other applicable laws and regulations concerning such Transactions. The Liquidity Provider is the exclusive Execution Venue for executing Client Orders. The Entity acts as an agent on behalf of the Client, and the sole Execution Venue for executing Client Orders is the Liquidity Provider.

5.11 Rollover: We may permit open Transactions to be rolled over as per your instructions. If we consent to roll over an open Transaction, the initial open Transaction is closed and is set for settlement at the Rate prevailing at the time of closure. Subsequently, a new Order will be initiated to establish a fresh open Transaction in the respective Market. The specific times at which we close open



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Transactions that are rolled over are outlined in the Market Information on our Website.

**5.12 Overnight Financing Fees:** When trading CFDs, your open Transactions are subject to Overnight Financing at the conclusion of each trading day. This Overnight Financing may incur a credit or debit, calculated based on the relevant interest rates for the currencies in which the underlying instrument is traded, plus a mark-up. The mark-up for currency pairs is outlined in the Market Information page on the Website, excluding exotic currency pairs, which may require higher mark-up levels that can vary between buy (long) and sell (short) positions.

A positive Overnight Financing Percentage indicates that a corresponding amount will be added (credited) to your Account balance. Conversely, a negative Overnight Financing Percentage implies that an equivalent amount will be deducted (debited) from your Account balance. You can find the relevant Overnight Financing percentage, amounts, and their respective running times on the Order form, under Tools, within the Market Information tab.

To calculate the Overnight Financing, which will either be debited or credited to your Account, simply multiply the Overnight Financing percentage by the size of your Order. The running time of the Overnight Financing process for each CFD is specified in the Order form under "Overnight Financing (GMT)." The calculated value and percentage of an instrument's Overnight Financing apply for one (1) day. CFDs traded five (5) days a week will be credited or debited with a value three times the displayed amount during the last day of its underlying asset trading week, covering the entire weekend period.



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**5.13 Margin Level:** Before initiating an Order that establishes an open Transaction, you must verify that your Account balance is adequate to cover the required funds for that open Transaction (the "Margin Level"). Should your Account balance fall below the Margin Amount necessary for the intended open Transaction, we may (and will, where and as required by applicable laws and regulations) decline your Transaction. The Margin Amount must be consistently maintained until the open Transaction is closed and may fluctuate at any time until the open Transaction is finalized.

The relevant Margin Amount for an open Transaction can vary based on the Underlying Asset and your Account categorization. Details of the applicable Margin Amount are available on our website.

Non-standard Margin Levels may be applicable in the following instances: (i) for specific Markets derived from options or options-related financial instruments; (ii) when holding positions in two or more Markets with the same Underlying Assets; and (iii) when the quantity of a Transaction exceeds our maximum quantity. The methodology for calculating non-standard Margin Levels is detailed on our website.

We retain the right to modify the approach used to calculate Margin Levels at any time.

Notification of any changes to the Margin Level may be communicated through various means: regular mail, telephone, fax, email, text message, or by posting notice of the adjustment on our website.

**5.14 Closing Margin Criteria:** If the Total Margin for your Account equals or drops below the Closing Margin Requirement, it will be deemed a Termination Event under Section.



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In such instances, we may (and will, where and as mandated by applicable laws and regulations) promptly close all or any of your open Transactions, with or without notice. Additionally, we may, among other actions, decline to execute new Transactions until your Total Margin surpasses the Closing Margin Requirement. Monitoring your Account and maintaining your Total Margin above the Closing Margin Requirement are your responsibilities. We will close your open Transactions at the Rate prevailing at the time of closure.

While we may, at our discretion, contact you before taking action under this section, we are not obligated to do so. You will be informed of the applicable Closing Margin Requirement for your Account on our Website. We reserve the right to modify the Closing Margin Requirement for your Account at any time, including when necessary to comply with applicable laws and regulations. We may notify you of a change to your Closing Margin Requirement through various means: regular mail, telephone, fax, email, text message, or by posting notice of the alteration on our website. The Closing Margin Requirement is designed to mitigate the extent of your trading losses. There may be circumstances (e.g., suspended markets) in which we are unable to close out open Transactions, and we do not guarantee that your open Transactions will be closed when the Total Margin for your Account reaches the Closing Margin Requirement, or, unless required by applicable laws and regulations, that your losses will be limited to the amount of funds transferred into your Account. In such situations, we will monitor your open Transactions and take other reasonable actions as deemed necessary.



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## 6 REQUIREMENTS FOR OPENING AN ACCOUNT

6.1 Upon registering for the Services, the Company will request specific identifying information from you as part of the account opening procedure. This information is essential for identifying you and categorizing you in accordance with the "Client Classification Policy" of the Company ("Account Opening Application").

6.1 This information is gathered in accordance with our rigorous verification procedures, employed to prevent international money laundering operations and guarantee the security and safety of our customers' trading activities. It is also subject to the provisions outlined in the Company's "Privacy Policy".

6.2 If you are registering as a legal entity, you affirm that you possess the authority to bind that entity to this Agreement. The Company will handle the information you provide with care, adhering to the disclosures presented during the Registration process and outlined in its Privacy Policy.

6.3 By enrolling with the Company, you acknowledge and consent to the utilization of all or a portion of the information you furnish regarding your trading account, the transactions conducted through it, and the interactions with the Company, on behalf of the Company. The Company will store all interactions for record-keeping purposes, as mandated by applicable law, and may leverage them in cases of disputes between you and the Company or upon request from any competent authority.



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## **7 CUSTOMER IDENTIFICATION PROCESS - KYC**

7.1 Understanding your customer policies have gained significant importance globally, particularly among banks and other financial institutions. This is crucial to prevent identity theft, money laundering, financial fraud, and terrorist activities.

7.2 The Company will seek sensitive personal information as part of its efforts to combat any fraudulent activity.

7.3 The Company enforces a strict anti-fraud policy and is implementing comprehensive measures to thwart fraudulent activities. In case of any fraudulent activity, it will be meticulously documented, and all associated accounts will be promptly closed. All funds within these accounts will be forfeited. Following the confirmation of fraudulent activity, a complete refund of the initial deposit will be issued, and any losses or profits will be adjusted accordingly. Once the full refund is processed, the client's account will be permanently closed.

7.4 The Company strives to safeguard the integrity of any sensitive data it acquires, such as your account information and transaction records, employing a range of security measures and fraud controls. To secure your electronic transactions, we may need certain information from you, including your chosen deposit method.



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7.5 To access our Services and commence any Transaction, you are required to establish an Account on our Website and complete our registration protocol. This encompasses, among other things, our Know-Your-Client process ('KYC'), which may involve your name, identification number, date of birth, email address, postal address, and applicable telephone number ('Registration Details'). Your Log-In credentials will serve as the means to enter your Account and retrieve your Registration Details.

7.6 Additionally, you can use these credentials to access any periodically posted information on your Account, including transactional activity, once your usage of our Services has been authorized.

7.7 In the course of this verification procedure, we may necessitate specific documents from you. This may encompass, but is not limited to, proof of address, such as a recent utility bill (water, electricity, gas, or telephone) in your name and address, along with a copy of a government-issued identity document. It's important to note that each of these documents should remain valid for at least the next 6 months.

7.8 You acknowledge and agree that we are not obligated to accept any documents as valid. In addition to documentation, we may opt to verify your identity through a video and/or audio call conference.

7.9 We reserve the right, at our sole discretion, to request additional KYC information and/or documentation from you.



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Such requests may be initiated at any point during our business relationship with you, and we retain the authority to suspend or restrict your use of any or all the Services until you provide the necessary information and/or documentation to our complete satisfaction.

7.10 In conjunction with the KYC process, we have established specific anti-money laundering and counter-terrorism financing policies (the 'AML policy'). Money laundering involves concealing the source of proceeds derived from criminal activity to make it seem as if such proceeds originated from legitimate sources of income.

7.11 To deter any individuals from laundering or attempting to launder criminal proceeds through our website or Services, the Company has established the AML policy, accessible on the Website. This policy outlines procedures designed to identify and mitigate the risks of financial crimes, including money laundering and the financing of terrorism.

7.12 You acknowledge that, for the purpose of facilitating the verification process and/or background checks as outlined in our KYC procedure and AML policy, we may conduct inquiries—either directly or through third-party service providers—to prevent fraud, suspicious activity, misidentification, money laundering, or any other illicit practices. You explicitly agree and consent to the Company transferring your information as deemed necessary for its legitimate business purposes, including



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but not limited to the fulfillment of KYC or AML processes. The Company will retain your relevant KYC/AML details for the necessary duration to conduct reviews and comply with its legal obligations.

7.13 We retain the right to take any actions we consider necessary following the outcome of our KYC/AML processes. If, for any reason, you do not pass our reviews, you may face restrictions on using our Services or accessing the Website. Additionally, we may report any identified concerns, along with your personal information, to the relevant authorities. You acknowledge that the result of these KYC/AML reviews, whether approval or reporting to authorities, is at the Company's sole and absolute discretion, and we are not obligated to provide detailed feedback on our findings.

7.14 You affirm and assure that all information provided in your Registration Details is true, accurate, and complete. It is your responsibility to promptly update any changes to this information. For inquiries, feel free to reach out to our customer support.

7.15 When is it necessary for me to submit these documents?

We greatly value your effort in submitting the essential documents to ensure smooth processing of your transactions. It is imperative to have all necessary documents received before any transactions can be initiated for your benefit.



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### 7.16 How should I send these documents?

Please scan your documents or capture high-quality digital images and send them to us via email at: [support@vptrade.com](mailto:support@vptrade.com)

### 7.17 How can I ensure the security of my documents with your company?

The security of your documents is our top priority. We handle all received files with the utmost respect and confidentiality, employing the highest encryption levels throughout the entire review process. For more details, please refer to our Privacy Policy.

## **8 GUIDANCE AND INSIGHTS**

8.1 The Company refrains from providing the Client with advice or recommendations regarding specific orders, investment strategies, or decisions. The Client acknowledges that the Services exclude the provision of investment advice. The responsibility for managing the Client Account, placing orders, and making decisions rests solely with the Client, who will rely on their own judgment.

8.2 The Company is not obligated to offer the Client legal, tax, or any other advice pertaining to Transactions. It is recommended that the Client seeks independent advice before engaging in any Transaction.



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8.3 The Company may occasionally provide the Client with information, news, or market commentary, but this does not constitute part of its services. In such cases: 1) The Company is not liable for the provided information. 2) No representation, warranty, or guarantee is given regarding the accuracy, correctness, or completeness of the information or the tax or legal consequences of related Transactions. 3) The information is intended to assist the Client in making independent investment decisions and does not constitute investment advice or unsolicited financial promotions.

8.4 The Company refrains from providing investment, financial, legal, tax, or regulatory advice, and does not offer recommendations of any kind. The Client is explicitly responsible for independently evaluating any transaction before entering into a trade, without relying on the Company, its affiliates, employees, or related parties for opinions, materials, or analyses as advice or recommendations. In cases of uncertainty, the Client is encouraged to seek independent advice. The Company neither furnishes investment research nor presents market analysis material as advice, recommendation, or research; such content is strictly regarded as marketing communication.

## **9 CLIENT'S COMMITMENTS**

9.1 You affirm, confirm, and warrant that all funds provided to the Company for trading purposes are exclusively yours and are not encumbered by any lien, charge, pledge, or other encumbrance. Additionally, you declare that the funds provided to the



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Company are not, in any way, directly or indirectly derived from any illegal actions, omissions, or involvement in criminal activities.

9.2 You are an independent party and not serving as a representative or trustee for any third party, unless you have provided, to the Company's contentment, appropriate documentation and/or powers of attorney authorizing you to act as a representative and/or trustee for any third party.

9.3 You acknowledge and agree that if the Company possesses sufficient evidence indicating that specific sums, as outlined above, received by you constitute proceeds from illicit activities or results of criminal conduct and/or pertain to a third party, the Company retains the right to reimburse these amounts to the sender, whether it is you or a beneficial owner of a legal entity. Moreover, you also acknowledge and understand that the Company may reverse any transactions conducted in your Trading Account and may terminate this agreement. In the event of such circumstances, the Company reserves the right to pursue legal action against you for compensation and indemnification and may seek damages resulting from any harm caused to the Company by your actions.

9.4 You affirm that you are at least 18 (eighteen) years old, if you are a natural person, or that you possess full legal capacity, if you are a legal person, to enter into this Agreement.

9.5 You acknowledge and agree that all transactions involving the trade of any Financial Instruments will be executed exclusively



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through the Trading Platforms offered by the Company, and the Financial Instruments are non-transferable to any other Trading Platform.

9.6 You assure the Company of the authenticity and validity of any document provided by you. It is acknowledged that the Company cannot offer legal advice or assurances regarding the legality of the Services in your jurisdiction, and you agree to this understanding.

9.7 You acknowledge and accept sole responsibility for maintaining the confidentiality of your Log-In, Account, and Registration Details, as well as securing your information.

9.8 You bear the responsibility for securing your Account information on your personal computer and internet access location. In the event of a 'hack' originating from your computer or device, such as due to viruses or malware, the Company holds no liability, and you acknowledge your ongoing responsibility. Any suspected hacks, hacking attempts, or security breaches from your computer or other devices must be promptly reported to the Company. You recognize that any compromise of your Log-In, Registration Details, and/or other Account information may lead to unauthorized access by third parties, potentially resulting in the loss or theft of your funds.

9.9 If you become aware of any unauthorized access to your account, you must promptly notify us using the contact information provided below, and provide all relevant details.



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9.10 You affirm and guarantee that your utilization of our Website and Services, encompassing the creation of an Account and any subsequent usage, adheres strictly to all relevant laws and regulations. Any engagement in criminal or fraudulent activities conducted by you or under your authority through the use of the Website and/or our Services is strictly prohibited.

9.11 You assert, guarantee, and declare that you shall refrain from engaging in or attempting any activities, including, but not limited to, fraud, money laundering, illegal gambling operations, terrorist financing, or malicious hacking. Moreover, you commit not to conceal or manipulate your IP location, and you will consistently disclose your precise and authentic location.

## **10 RESTRICTED ACTIVITIES**

### PROHIBITED TRADING ACTIVITIES:

By utilizing the Platform, you agree not to engage in abusive practices such as lag trading, server latency exploitation, and price manipulation, which are classified as market abuse. These practices include but are not limited to the following:

- Manipulating the Company's quoted prices;
- Manipulating the Company's execution policy;
- Manipulating the Company's Trading Platform;
- Trading based on privileged confidential information (insider trading);
- Trading based on manipulated Prices due to system errors and/or malfunctions;
- Coordinating transactions with related parties to exploit system errors and/or delays in system updates;



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- Engaging in arbitrage trading, such as “Swap Arbitrage,” “Latency Arbitrage,” and/or “Bonus Arbitrage”;
- Engaging in unusual transactions such as scalping and/or entering into positions for an arbitrarily short period of time and/or exhibiting trading patterns involving sudden and significant changes in trading volume;
- Allowing an unauthorized third party to trade on the Client’s account.

If any of the mentioned abusive trading techniques or other abusive trading techniques are identified within your trading account, the Company reserves the right to:

- (A) Cancel your trading orders;
- (B) Reclaim any historic trading profits gained through such abuse from the Client’s account at any time;
- (C) Terminate the account immediately in accordance with the Company’s Terms and Conditions.

## **11 PROHIBITED JURISDICTIONS**

Access to our Services may be restricted in certain jurisdictions due to legal and regulatory considerations. Users are responsible for ensuring that they comply with the laws and regulations of their respective jurisdictions before accessing the Platform. The Company reserves the right to deny access to its Services to users from restricted jurisdictions in accordance with applicable laws and regulations.

Access to the Services and the Website is prohibited if you are located, incorporated, or otherwise established in, or a citizen or resident of: (i) Cambodia, Canada, Cuba, European Union Countries, Ghana, Iran, Israel, Mongolia, North Korea, Pakistan, Syria, Yemen, the United States, and any other jurisdiction where



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the provision of our services would be unauthorized or in contravention of applicable laws; (ii) any state, country, or other jurisdiction that is embargoed by the United States of America; (iii) a jurisdiction where it would be illegal according to any applicable law for you (by reason of your nationality, domicile, citizenship, residence, or otherwise) to access or use the Services or the Website; or (iv) where the publication or availability of the Services or the Website is prohibited or contrary to local law or regulation, or could subject any member of the Company to any local registration or licensing requirements (collectively, the 'Restricted Jurisdictions'). The Company, at its sole discretion, may enforce controls to limit access to the Services or the Website in any of the Restricted Jurisdictions. If the Company determines that you are accessing the Services or the Website from any Restricted Jurisdiction, or if you have provided false representations regarding your location of incorporation, establishment, citizenship, or place of residence, the Company reserves the right to immediately close any of your accounts and liquidate any open positions in your Account.

## **12 COMPANY RESPONSIBILITY AND INDEMNIFICATION**

12.1. It is important to emphasize that the Company and any affiliated entity will conduct transactions in good faith and exercise due diligence. However, the Company shall not assume liability for any omission, intentional omission, or fraudulent actions by any individual, entity, or company providing instructions for the execution of orders or conducting transactions on your behalf. This includes situations where such events result from the Company's negligence, intentional omission, or fraud.



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12.2. The Company shall not assume responsibility for any missed opportunities that may have led to either losses or changes (whether reduction or increase) in the value of your Financial Instruments.

12.3. In the event that the Company faces any claims, losses, damage, liability, or expenses arising from the provision of the Services and all associated operations conducted for the fulfillment of these Services as per the terms of this Agreement, or in connection with the potential disposal of your Financial Instruments, you are solely responsible for these losses, expenses, liabilities, or claims. The Company holds no responsibility in such cases, and it is your obligation to indemnify the Company for the mentioned occurrences.

12.3. The Company will not be held accountable for the loss of your Financial Instruments and funds in situations where your assets are held by a third party, such as a bank, or for actions taken based on inaccurate information in its possession before being notified by you of any changes to that information.

12.4. While the Company endeavors to choose Banks and institutions with a good standing and reputation for the deposit of your funds and/or Financial Instruments, the Company shall not be liable for any losses arising from the decline in the financial standing of a bank or institution. This includes events such as liquidation, receivership, or any other occurrence that results in the failure of the bank or institution and consequently leads to the loss of all or part of the deposited funds.



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12.5. Notwithstanding any other provisions in this Agreement, the Company shall not be held liable for:

- System errors (whether by the Company or its service providers)
- Delays
- Viruses
- Unauthorized use
- Any action taken by or on the instruction of a Market, clearing house, or regulatory body.

Please refer to the Risk Disclosure for additional information on technical risks.

12.5. The Company shall not be held liable to you for any partial or non-performance of its obligations under this Agreement due to causes beyond the reasonable control of the Company. Such causes may include, but are not limited to, breakdowns, delays, malfunctions, or failures of transmission, communication, or computer facilities, industrial action, acts of terrorism, acts of God, regulations of governmental or supranational bodies, or the failure of relevant intermediaries, brokers, agents, custodians, sub-custodians, dealers, Markets, clearing houses, or regulatory or self-regulatory organizations, for any reason, to fulfill their obligations.

12.6. You acknowledge your responsibility to regularly check the expiration dates of CFDs, available on the official website of the Company.



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12.7. The Company, its directors, officers, employees, or agents shall not be held liable for any losses, damages, costs, or expenses, whether due to negligence, breach of contract, misrepresentation, or any other cause, incurred or suffered by you under this Agreement (including any Transaction or where the Company has declined to enter into a proposed Transaction). Under no circumstance shall the Company be liable for losses suffered by you or any third party for any special or consequential damages, loss of profits, loss of goodwill, or loss of business opportunity arising under or in connection with this Agreement, whether due to negligence, breach of contract, misrepresentation, or any other cause.

12.8. You agree to pay the Company such amounts as it may require from time to time to satisfy any debit balance on any of your accounts with the Company. Additionally, you agree to indemnify the Company on a full basis for any losses, liabilities, costs, expenses (including legal fees), taxes, imposts, and levies that the Company may incur or be subjected to in connection with any of your accounts, Transactions, matching Transactions on a Market, with an intermediate broker, or as a result of any misrepresentation by you, or any violation by you of your obligations under this Agreement (including any Transaction), or through the enforcement of the Company's rights.

12.9. You agree to indemnify, defend, and hold harmless the Company and its representatives, promptly upon request, from any claims, demands, liabilities, damages, or costs (including attorneys' fees, fines, or penalties) incurred or that may be incurred by the Company. This indemnification is related to: (i) any actual or alleged breach by you of the Terms; (ii) your use of the Website or Services, or any use by another person accessing the Services using your user identification, whether or not authorized by you; or (iii) any violation by you of any law, rule, regulation, or the rights of any third party.



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12.10. You acknowledge that your decision to enter into this Agreement is not based on any representation other than those explicitly outlined in this Agreement. The Company holds no liability for any representation not expressly stated in this Agreement, except in cases of fraud.

### **13 FUNDS WITHDRAWAL AND DEPOSIT PROCEDURES**

#### **13.1. PROCEDURE FOR WITHDRAWING FUNDS:**

To facilitate prompt fund withdrawals, please ensure that all your documentation is accurate, current, and validated before initiating a withdrawal request. Each new payment method requires verification, but once completed, you won't need to reverify that specific card for future withdrawals. For Credit Card withdrawals, submit front and back copies for each card used for deposits. If your Credit Card expires, provide new copies of the front and back of the replacement card.

#### **13.2. THE VERIFICATION PROCESS ENCOMPASSES THE FOLLOWING STAGES:**

1. Proof of ID: Provide a photo ID such as a passport, driver's license, or any government-issued document.



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2. Proof of Residence: Confirm your residency with accepted documents like a bank or credit card statement, or a recent utility bill (not older than 6 months).
3. Assessment of Appropriateness: In this section, ensure all your answers are accurate and current.
4. Payment Method Verification: If using a credit card, submit images of both sides, displaying the last four digits, cardholder name, and expiration. For wire transfers, share a picture of the bank receipt.

Once your account is verified, log in and access the withdrawal section on the Company's website. Fill in the required information, including the withdrawal amount, and submit your request.

We aim to process all withdrawal requests within 3-7 working days. However, it is possible that due to the factors that are beyond our control additional delays from Banks and payment providers may appear. Therefore the time until refunded funds will reach client account can take in total over 10 business days.

### 13.3. WITHDRAWAL PAYMENT METHODS:

Withdrawals are facilitated through credit cards or wire transfers. To ensure security, follow the verification process for any new payment method, as detailed above. Payments will only be processed once all required documents are received. It's important to note that withdrawals are



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returned to the original deposit source. Once all deposits are refunded, alternative payment methods can be considered.

#### 13.4. IS IT POSSIBLE TO WITHDRAW FUNDS IN A DIFFERENT CURRENCY?

Funds will be transferred in the currency registered on our website to the bank account specified, provided it is held in the client's name. If the bank account is denominated in a different currency, any conversion fees applied by the banks will not be covered by the Company.

#### 13.5. DELAY OR SUSPENSION OF WITHDRAWALS:

The Company retains the right to postpone a withdrawal in instances of suspected illegal activity or abuse of the trading system. The Company is legally prohibited from disclosing information about investigations or legal enforcement actions against the client without the consent of the relevant authorities.

#### 13.6. WITHDRAWAL PROCESSING TIME:

Our goal is to efficiently process all withdrawal requests, aiming to complete transactions within three (3) to five (5) business days from the date of approval. To minimize delays, please ensure that all verification documents are current before submitting your withdrawal request. Kindly note that certain factors beyond our control, arising from payment providers or banks, may lead to additional delays on their side and the refunded amount can appear on the client account after more than 10 working days.



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### 13.7. MINIMUM WITHDRAWAL AMOUNT:

Please be aware that in the event of withdrawal request, the minimum withdrawal amount is \$20.

### 13.8. HOW TO MAKE A DEPOSIT?

To fund your account, you can follow these steps:

1. Log in to your account on our website.
2. Navigate to the Deposit section.
3. Choose your preferred payment method.
4. Follow the provided instructions to complete the deposit process.

Please be aware that for security purposes, you may need to verify new payment methods through our verification system. Once verified, subsequent deposits using the same method will not require re-verification.

### 13.9. ACCEPTANCE OF ANONYMOUS OR 3RD PARTY DEPOSITS:

Third-party deposits are only accepted if a Third-Party Form has been duly completed, accompanied by Know Your Customer (KYC) documentation for both the third party and the account holder.



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### 13.10. PROCESSING TIME FOR DEPOSITS:

Deposits are typically credited to the client's account within one (1) business day from the date the funds are confirmed in the Company's bank account. If there are any discrepancies or delays in fund reflection, our Back Office department will assist the client in tracing the transaction with their bank.

### 13.11. BANK TRANSFERS:

The Company acknowledges its responsibility for rectifying errors made during fund transfers and commits to refunding the client for any such mistakes. In cases where the client provides incorrect transfer instructions, it is understood that the Company may be unable to rectify the error, and the client must bear any resulting losses. Additional charges incurred during wire transfers due to Intermediary Banks, beyond our business scope, are not covered by the Company.

The Company retains the right to request documentation from the client to verify the source of funds deposited into the client account. The Company also reserves the right to reject a deposit if it is not satisfied with the legality of the source of funds. Withdrawal requests specifying a particular transfer method may be declined, and the Company may propose an alternative method.

Furthermore, in the event of a chargeback from any credit card issuer or another payment method, the Company reserves the right to seek reimbursement from the client. This reimbursement may be obtained by charging the Trading Account, deducting amounts from future payments,



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charging the client's credit card, or utilizing other lawful means. All bank charges, regardless of origin, will be deducted from the Trading Account.

#### **14. CLIENT FUNDS**

Funds allocated for trading purposes and owned by you will be held in a segregated account or accounts with a designated bank or financial institution, as specified by the Company periodically.

Upon acceptance of this Agreement, you grant the Company authorization to conduct deposits and withdrawals from the designated Bank Account on your behalf. This includes, without limitation, withdrawals for settling all transactions executed under the Agreement and settling any amounts owed by you to the Company or any other party.

It is understood that any amount owed by the Company to you will be directly transferred to a bank account under your beneficial ownership. Fund transfer requests are processed by the Company within the timeframe specified on the official website, and the crediting time to your personal account depends on your bank account provider.

The Company retains the right of set-off and may, at its discretion and without your explicit authorization, set-off any amounts held on your behalf or to your credit against your obligations to the Company. Unless expressly

agreed in writing by both the Company and you, this Agreement does not establish credit facilities.



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You retain the right to withdraw funds not utilized for margin coverage from your Account without closing the said Account. The Company reserves the right to decline a withdrawal request that does not comply with specified conditions in this Agreement or delay processing if all necessary documentation is not provided.

It is your responsibility to cover any bank fees incurred in the withdrawal of funds from your trading account to your designated bank account. The accuracy of the payment details provided to the Company lies solely with you, and the Company assumes no responsibility for false or inaccurate bank details.

By agreement, any amounts sent by you to the Company's bank accounts will be deposited into your trading account on the value date of the received payment, net of any charges or fees imposed by the Bank Account providers or any intermediaries involved in the transaction process. The Company reserves the right to refund the net amount deposited if the sender's identification is not verified and does not match your details.

The Company may decline a withdrawal with a specific payment method and propose an alternative method, requiring a new withdrawal request. If the Company is not satisfied with the documentation provided for a withdrawal request, it may request additional documentation. Failure to satisfy the request may result in the reversal of the withdrawal and deposit of funds back into your trading account.

Upon submission of a withdrawal request, the Company may take up to four (4) business days to process it. After approval, please allow for up to ten (10) additional days before the funds reflect in your account.



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In the event of a reversal of any amount received in the Bank Accounts by the Bank Account provider, the Company will promptly reverse the affected deposit from your trading account and reserves the right to reverse any subsequent transactions. This may lead to a negative balance in any or all of your trading accounts.

You explicitly waive any rights to receive interest earned on funds held in the Bank Account where your funds are maintained.

## **15 DISPUTES**

### **CHARGEBACKS:**

You undertake not to initiate or attempt any chargebacks, denial, or reversal of payments. In the event of such actions, you agree to reimburse the Company for any resulting losses, including dispute-related costs. Any unauthorized chargebacks may lead to the cessation of services, termination of the agreement, withholding of payments, and other appropriate actions deemed necessary by the Company.

### **EXCESS PAYMENTS AND/OR DELIVERY:**

If, for any reason, excess funds are transferred to you, you commit to repaying any surplus amount to the Company. The Company reserves the right to deduct such overpaid amounts from any balances owed to you.

### **SET-OFF:**

You expressly agree that the Company retains the right, at any time, to set off any amounts owed by the Company to you against any outstanding obligations you have towards the Company.



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**BINDING CALCULATIONS:**

All calculations conducted by or on behalf of the Company related to this Agreement or transactions are considered final, accurate, and binding on the Account holder.

By accepting this Agreement, you acknowledge and consent to these terms regarding chargebacks, excess payments, set-offs, and binding calculations.

**16 COMPLAINTS HANDLING PROCEDURE**

The Company has implemented this Grievance Redressal Procedure to ensure an equitable and efficient process for managing concerns that may arise in the course of our business association.

**A. SUBMISSION OF YOUR CONCERN:**

Kindly submit your concern via electronic mail using the contact details available on the Website. Include your name, trading account number, and provide a detailed description of the concern. Note that anonymous submissions will not be entertained. Upon successful submission, the Company's Compliance Department will oversee and investigate the matter.

**B. RECEIPT CONFIRMATION FOR YOUR CONCERN:**

We commit to acknowledging the receipt of your concern within five (5) days and assigning a unique reference number for your reference.

**C. ADDRESSING YOUR CONCERN:**

Upon acknowledgment, a thorough review and investigation of your concern will be conducted, with the aim of achieving a timely resolution. Efforts will be made to conclude the investigation and communicate the



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outcome within two (2) months from the date of your concern submission. You will be kept informed of the progress during the investigation, and our officers may contact you directly for additional information. If the resolution timeline extends beyond two (2) months, a written holding response will be issued, outlining the reasons for the delay and an estimated completion date. In any case, the final outcome will be communicated within one (1) month from the issuance of the holding response, depending on the complexity of the matter and your cooperation. Please be aware that failing to respond to our officers within three (3) months from the date of concern submission will result in the Company considering the concern closed, and the related investigation will cease.

#### **D. CONCLUDING DECISION:**

Upon reaching a resolution, we will communicate the outcome to you, providing a comprehensive explanation of our stance and outlining any remedial actions we plan to implement (if applicable).

## **17 RISK CONSIDERATIONS**

- **EDUCATIONAL CONTENT:**

We refrain from providing personalized advice and considering individual needs and goals. Prospective traders should thoroughly evaluate whether engaging in leveraged trading is suitable for their financial situation. If the risks involved are not fully understood or cannot be comfortably undertaken, it is advisable to abstain from trading. Before initiating any trades, it is essential to carefully review our comprehensive Risk Disclosure Policy.



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- **MARKET VOLATILITY AWARENESS:**

Clients acknowledge that the value of investments can fluctuate, potentially resulting in a loss of value. The margin system employed in trades involves a modest deposit relative to the overall contract value. Consequently, even a minor movement in the underlying market can disproportionately impact the client's trades and portfolio.

- **RISK ACKNOWLEDGMENT:**

If the movement of the underlying instrument is favorable, clients may achieve profits, but there is also the risk of losing all invested capital. Therefore, clients should only enter into trading if they are willing to accept the potential risks, including the possibility of losing their entire investment.

- **UNDERSTANDING LEVERAGE:**

Trading through the Company involves the use of "leverage." Clients considering this form of investment should be aware that the high level of leverage in CFDs trading can work both for and against them.

- **ACKNOWLEDGMENT OF RISKS:**

The use of leverage can result in the loss of both the invested capital and potential gains. Clients must acknowledge and accept the risk of incurring losses and damages when dealing with certain financial instruments. It is advised not to invest funds that cannot be affordably lost, including retirement savings, loans, mortgages, emergency funds, funds allocated for education or home ownership, or funds required for currency income, and present and future medical expenses.

- **LEVERAGE LEVEL:**

The Company reserves the authority to act in the best interests of the company and/or the client, including the right to modify account leverage in the client's account without prior notice.



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- **DECREASED INTEREST IN THE UNDERLYING INSTRUMENT:**

Some of the Company's underlying instruments may experience delayed liquidity due to decreased demand. The Client may encounter challenges in obtaining real-time information on the value and associated risks of these instruments.

- **RELIANCE ON PAST PERFORMANCE INFORMATION:**

Relying on the historical performance data of the Company's portfolio does not assure its current or future performance, nor does it guarantee the performance of the underlying instrument. The use of historical data does not serve as a reliable predictor of the future performance of the Company's portfolio or the underlying instrument to which the information pertains.

## **18 TERMINATION POLICY**

### **CLIENT TERMINATION:**

The client reserves the right to terminate their account or usage of this Site at any time, without providing a reason. Upon initiating termination, all amounts payable to the Company become immediately due, including associated costs, charges, or additional expenses. The Company has seven (7) business days to fulfill any outstanding obligations to the client.

During the termination process, the client is required to close any open positions and refrain from opening new ones. The Company may restrict or limit platform access, deny new orders, and close open positions at current prices as sell-back options during this period.

In cases where the client uses multiple currency accounts and wishes to terminate all accounts, they can choose a base currency for the Company to



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consolidate balances for settlement purposes. If malicious or illegal activity is suspected, the Company will extend the termination process, notifying the client and withholding partial or all balances until the investigation is resolved.

#### TERMINATION BY THE COMPANY :

The Company may suspend or terminate a client's account for policy violations, internal reasons, or suspicion of illegal activity. After notifying the client, the Company has the right to:

Restrict or limit the client's access to the platform and/or website.

Close all open positions as sell-back options.

Withhold partially or fully the account balance.

Merge all account balances in one currency for settlement purposes.

Request the client to re-verify their account and/or provide additional documentation for enhanced due diligence.

The Company will notify the client of its decision, conditions, and an estimated completion timeframe not exceeding thirty (30) days, as each case may differ. Recordkeeping of transactions and private information will adhere to the Company's Privacy Policy and legal requirements for at least five (5) years after termination.

## **19 FEES AND CHARGES**

### 19.1. PAYMENT OBLIGATIONS:

You are obligated to pay charges as agreed periodically, including any fees, or charges imposed by a clearing organization. Interest on outstanding



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amounts is payable at the rates specified by us (available on request). A detailed breakdown of fees, costs, and charges is accessible on our website.

#### 19.2. TAX OBLIGATIONS:

In the case of value-added tax or any other tax obligations arising from transactions performed on your behalf, you are fully responsible for payment. Upon request, the Company is entitled to debit your account for the incurred amount, excluding taxes payable by the Company.

#### 19.3. PAYMENT CURRENCY:

All payments under this Agreement must be made in the currency specified by the Company to the designated bank account. Payments should be made without any deduction or withholding.

#### 19.4. PROCESSING FEES:

Examination of application fee of up to 50 EURO/USD/GBP or 1000 ZAR will be charged to all new applications due to the administration costs incurred by the Company when examining clients' applications. Examination of application fees shall be applicable at the sole discretion of the Company.

#### 19.5. SHARED CHARGES WITH PARTNERS:

The Company may share charges with partners, affiliates, intermediary service providers, and agents ("Partners") in connection with transactions in



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your Account. Additional information on fees and commissions paid to Partners is available upon request.

#### 19.6. CONSIDERATION OF CHARGES:

Before entering any transaction, it is the Client's responsibility to consider all applicable charges, including spreads, commissions, and swaps. Further clarification can be requested if needed.

#### 19.7. REPRESENTATION OF CHARGES:

Charges may not be solely represented in monetary terms but can appear in other units such as pips, with variable values depending on the instrument.

#### 19.8. MARGIN REQUIREMENTS:

The margin requirement, representing the collateral a trader must provide, is crucial in determining leverage. This requirement can vary based on factors like the currency pair, account type, broker, liquidity provider, and market conditions.

#### 19.9. FLUCTUATING FEES:

Due to risks associated with third-party liquidity providers, fees like swaps, spreads, and other commissions may fluctuate. Clients are advised to check real-time charges on the VP Trade platform before making investment



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decisions. Awareness of individual account types is essential in considering the impact on trades.

## **20 INACTIVE AND DORMANT ACCOUNT**

Any Client Trading Account(s) in which there have been no trades, not transaction was undertaken (buy and/or sell), for a period of more than 30 calendar days will be considered by the Company as being dormant/inactive accounts and will be charged as follows:

- 1st and 2nd calendar month of inactivity is charged 50 EUR/USD/GBP or 1000 ZAR fee per month.
- 3rd and 4th calendar month of inactivity is charged 100 EUR/USD/GBP or 2000 ZAR fee per month.
- 5th and 6th calendar month of inactivity is charged 200 EUR/USD/GBP or 4000 ZAR fee per month.
- 7th calendar month of inactivity and onward is charged 300 EUR/USD/GBP or 6000 ZAR fee per month.

Where the balance of any Inactive Trading Account to which Inactivity Fee is applicable under this Clause is less than prescribed amount as per account base currency, then the Inactivity Fee for such Inactive Trading Account shall be equal to the amount of the remaining balance on such Inactive Trading Account. We reserve the right to charge the Inactivity Fee retroactively for any month in which we had the right to charge it but did not do so for technical reasons.



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## **21 TAXATION RESPONSIBILITIES**

You acknowledge and accept sole responsibility for any applicable taxes related to your Transaction(s) on the Website and/or through the Services. This includes, without limitation, value-added tax payable in any jurisdiction. The Company does not and will not offer any tax advice, whether concerning the Services or otherwise. It is incumbent upon you to report, pay, and remit the taxes applicable to your Transaction(s) to the relevant tax authorities in your respective jurisdiction(s). Unless expressly agreed otherwise, the terms of any amounts payable by you under these Terms are stated exclusive of any taxes or mandatory payments. You are obligated to remit such taxes or mandatory payments to the relevant government agencies in compliance with applicable laws. Moreover, you agree to indemnify us fully for any payments we may be required to make on your behalf. You hereby consent and confirm that we may debit your Account for the amount of any such payments we are obligated to make on your behalf.

## **22 INTELLECTUAL PROPERTY RIGHTS**

22.1. The brand names associated with the Website and any other trademarks, service marks, and/or trade names utilized by us, either on our own behalf or on behalf of our licensors, affiliates, and partners (collectively referred to as 'Partners'), are the property of us or our Partners (the 'Trademarks'). Apart from the Intellectual Property Rights ('IPR') in the Trademarks, we and/or our Partners retain the IPR in all other content on the Website (the 'Content'). When using the Website and/or the Services, you do not acquire any rights in the



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Trademarks or the Content, and your use of the Trademarks and Content must comply with these Terms.

22.2. For the purposes of these Terms, 'Intellectual Property Rights' or 'IPR' encompass pending or granted patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including, but not limited to, rights in software), and any applications for any of the aforementioned, database rights, design rights, know-how, trade secrets, rights in confidential information, and any other intellectual property rights regardless of whether they are registered or not, and which may exist in any part of the world.

22.3. You hereby commit not to: (a) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate, or attempt to access the source code to create derivative works of the source code, or otherwise; (b) sell, assign, sublicense, transfer, distribute, or lease the Software; (c) make the Software available to any third party through a computer network or otherwise; or (d) use the Website or any related software in a manner prohibited by any laws or regulations applicable to the use of the Website (collectively, and individually, the 'Prohibited Actions').

22.4. You are responsible for any loss, including direct and indirect damages, costs, or expenses, we may incur due to your Prohibited Actions. You agree to promptly inform us if you engage in any Prohibited Actions or become aware of any third party committing such actions. You also agree to assist us reasonably in any inquiry or investigation we may undertake based on the information you provide regarding the Prohibited Actions described above.



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22.5. You acknowledge and agree to assume the risk that internet use may be vulnerable to virus attacks and/or communication failures. It is advisable to always use reputable virus screening and prevention software. The Company is not liable for any damage or interruptions caused by computer viruses, spyware, Trojan horses, worms, or other malware affecting your systems, computers, or other equipment, or any phishing, spoofing, or other virus attacks. The Company advises careful review of electronic messages claiming to originate from the Company and awareness that electronic devices are susceptible to phishing, spoofing scams, and additional viruses. The Company urges you to provide your Log-In through the Website only and avoid using unauthenticated communications suggesting alternative options for providing your Log-In (or other Registration Details) to access the Services offered through the Website.

## **23 AGREEMENT DURATION**

23.1. This Arrangement remains in effect indefinitely unless terminated by either the Company or You, or mutually agreed upon termination.

23.2. Amendments to this Arrangement may occur under the following conditions:

23.3. Unilaterally by the Company, in cases where amendment becomes necessary due to changes in applicable law. The Company will communicate such amendments to the Client through written notice, electronic mail, or its primary webpage. Your explicit consent is not required for amendments prompted by changes in the legal framework.



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23.4. In situations where amendments are not mandated by alterations in the legal framework, the Company will inform you of the relevant changes through its primary webpage and/or via email. If you have objections, you retain the right to terminate the Arrangement within a period of five (5) days from the notification by sending a registered letter, provided that all outstanding transactions on your behalf are concluded. If no objection is raised within the specified timeframe, it will be assumed that you agree to and accept the modified terms.

## **24 COMMUNICATION MEDIUM**

Unless otherwise explicitly stated, all notices, instructions, authorizations, requests, or other communications that you are required to provide to the Company under this Agreement must be in written form. These communications should be directed to the Company's designated mailing address, as outlined on the Company's website, or to any alternative address that the Company may periodically designate for this purpose. Such communications shall only be deemed effective upon actual receipt by the Company, given that they adhere to and do not violate any terms of this Agreement. The Company retains the right to specify alternative methods of communication with you.

## **25 RECORDING OF TELEPHONE COMMUNICATIONS**

You acknowledge and consent to the possibility that the Company may record telephone conversations between you and the Company, without the use of a warning tone. This is done to ensure the prompt and accurate recording of the material terms of the transaction and any other pertinent



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information related to the transaction. These recordings shall be the exclusive property of the Company and are acknowledged by you as evidence of the orders or instructions provided.

## **26 FORCE MAJEURE**

The Company shall not be held responsible for delays, performance failures, or service interruptions that result directly or indirectly from any cause or condition beyond its reasonable control. Such conditions include, but are not limited to, acts of God, actions by civil or military authorities, acts of terrorists, civil disturbances, war, strikes or other labor disputes, fires, interruptions in telecommunications or Internet services, or services provided by network providers, equipment and/or software failures, other catastrophic events, or any occurrence beyond the reasonable control of the Company. Such events shall not impact the validity and enforceability of any remaining provisions.

## **27 LEGAL JURISDICTION AND APPLICABLE LAW**

This Agreement and all transactional relations between you and the Company are subject to the laws of a relevant jurisdiction, and any dispute resolution shall be within the jurisdiction of the designated court for such matters.



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## **28 ELECTRONIC SIGNATURE**

All electronic communications between the Company and the Customer, including those through the website and/or emails pertaining to this Agreement or any Amendments thereof, shall carry the same legal significance as if they were in written form.

## **29 Bonus and Promotions**

- a) The company offers various types of Bonus Programs from time to time. Each of them has different characteristics, criteria, and requirements that must be met. We strongly recommend that you read the characteristics of each Bonus Program and make sure you understand and agree with the Terms and Conditions of each Bonus promotion.
- b) Any Terms and Conditions of the Bonus / Promotion's the Company may offer from time to time will be communicated to the Client prior participating. By participating in such a Promotion, you automatically accept such Promotion's Terms and Conditions.
- c) Bonus requires the following: For every USD 1 that is provided as bonus to the client is subject to trading volume of USD 2,000 round turnover. For example, in currency pairs such as USD/JPY 1 lot turnover is equivalent to the standard size of USD 100,000.
- d) If the client requests to withdraw funds before executing the required trading volume as per point c) above, all the bonus and the profits derived from it will be canceled automatically upon withdrawal of the funds.
- e) The Company at its sole discretion apart from the existing Bonus, can grant the Client an additional Bonus that will be valid for the period of 10 business days.



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- f) The Company reserves the right to revoke or change the offers/promotions at any time without prior notice.



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