

**DB Invest Limited**  
Seychelles – 8424266-1



# **TERMS AND CONDITIONS**

**for the Retail Clients**  
**September 2024**

## Table of Contents

1.	The Company .....	4
2.	Definitions and Interpretation: .....	4
3.	Membership Eligibility.....	5
4.	The Account.....	6
5.	BONUS TERMS AND CONDITIONS: .....	11
6.	The Company hereby warrants and undertakes that: .....	14
7.	Company’s rights regarding the operation of your account.....	14
8.	You hereby warrant and undertake that: .....	16
9.	Collateral .....	20
10.	Additional deposits, Withdrawals, and Closure of the Account .....	20
11.	Duly Authorised Persons .....	21
12.	Recording Telephone Conversations and Record-Keeping.....	21
13.	Risks and Liability.....	21
14.	Reports.....	22
15.	Commissions and Charges .....	22
16.	Transactions and Trade Characteristics .....	22
17.	Stop Trade, Inaccurate Quotes, and Force Major .....	22
18.	Settlements and Payments.....	23
19.	Withdrawal money from your Account .....	23
20.	Refund Policy .....	24
21.	Deposit Policy .....	24
22.	Intellectual property .....	24
23.	GDPR and personal data.....	25
24.	License to use our platform .....	25
25.	Ownership .....	26
26.	Proprietary Protection.....	26
27.	Restrictions.....	26
28.	Hyperlinks.....	26
29.	Current and binding form .....	26
30.	Confidentiality .....	27
31.	Limited Warranty .....	27

<b>32.</b>	<b>Limitation of Liability .....</b>	<b>27</b>
<b>33.</b>	<b>Privacy Statement .....</b>	<b>28</b>
<b>34.</b>	<b>Termination of Agreement .....</b>	<b>28</b>
<b>35.</b>	<b>Miscellaneous .....</b>	<b>30</b>
<b>36.</b>	<b>Trading Analysis, news and opinions.....</b>	<b>31</b>
<b>37.</b>	<b>SWAP AND SPREAD RATES .....</b>	<b>31</b>



## TERMS AND CONDITIONS

This website is operated and controlled by DB Invest Limited in Seychelles. Your access to this website is subject to these Terms and Conditions, the Statement on Privacy Policy and Cookie Policy, notices, disclaimers and any other terms and conditions or other statements issued or authorised by us that are contained on the website (referred to collectively as the Terms).

You should read these terms and conditions carefully before completing registration (and if the applicable installation of the company's proprietary software). by clicking 'accept'; or 'I agree' or 'continue' as applicable, and therefore registering and/or using the company's services, you confirm and acknowledge that you have read these terms of use and end-user license agreement, that **you understand its content, and that you agree to be bound by all of its terms and conditions. if you do not agree to any or all of the terms and conditions set forth in this agreement, do not access nor use this website.**

Please read the Terms carefully. We reserve the right to amend the Terms from time to time without notice and at our discretion. It is your responsibility periodically to review this page for updates to the Terms, which shall come into effect once posted. Your continued use of the Website will be deemed acceptance of the Terms.

These Terms and conditions are part of the client services agreement between the "Company" (DB Invest Limited, we us or our), a Security Dealer registered, authorised and regulated company by FSA in Seychelles with license SD053 and the office in Abis Centre, Office 15, Avenue D'Arhoa, Providence Industrial Estate. Mahe, Seychelles; AND the "Customer" that will open an account and will accept these Terms and Conditions. We are a company incorporated in Seychelles, and the Terms and Conditions are governed by and subject to the laws of the Republic of Seychelles.

- **Limitations on Use**

You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the Website or the user content without our prior written permission.

- **Risk Warning**

**Trading leveraged involves many risks and we strongly advise you to only trade with money that you can afford to lose. It's up to you to make sure the products that we offer suit your specific needs. You shouldn't trade with us unless you understand the features and risks of the products that we offer. It's important that you read and understand the Agreements and consider getting independent advice before you start trading with us.**

The Company cautions you to make sure you understand the risks involved in using those site(s) before retrieving, using, relying upon or purchasing anything via the Internet. Links to these websites are provided solely for your convenience, and you agree that under no circumstances will you hold the Company liable for any loss or damage caused by the use of or reliance on any content, goods or services available on other sites.

## 1. The Company

The Company, DB INVEST Limited is engaged in the operation of an online system facilitating the execution of certain transactions of Financial Contracts (as defined hereunder) by using various platforms and DB INVEST names (hereinafter referred to as “DB Investing”). This Agreement applies to both the Company’s website and DB INVEST System (as defined hereunder) as well as to the electronic content and or software currently contained on the Website that supplies you with real-time information about the prices of the Financial Contracts (as defined below) and/or the exchange rates of international currencies, as well as with the DB INVEST System (as defined hereunder) for the execution of Financial Contracts (as defined below) and/or foreign currency trading transactions (hereinafter referred to as the “Service(s)”, and any other features, content or services that the Company may add in the future.

- 1.1. The Company provides the Services directly to its customers and/or sometimes by the use of authorised local representatives. The representative applicable to your country, if one is available, is listed in the attached Designated Representatives Exhibit. If the Company has a local representative, the Company may delegate to such representative any powers and/or authorities it so deems fit and necessary from time to time, in connection with the local operations of the DB INVEST system in your country of residence.
- 1.2. By electronically submitting your application form on our website, you accept and agree to be bound by the Terms and Conditions of the client services agreement. However, the Client Services Agreement will not be binding on us until we have accepted your application by opening an Account for you.

· SAFELY AND REGULATED ·

## 2. Definitions and Interpretation:

The following terms used in this Agreement shall have the meaning ascribed next to them unless stated otherwise in this Agreement.

- **“System”** shall mean an electronic system designed to facilitate trading in Financial Contracts via the Internet using the DB INVEST platform as defined above subject to all terms of this Agreement and the terms of the Trading Manual (as defined below) which conforms an integral part of the Agreement;
- **“Financial Contract”** or **“Contract”** shall mean a contract to purchase Forex, CFD or any other financial offering that the Company may offer by the System from time to time to its customers;
- **“Cryptocurrency or Crypto”** shall mean a cryptocurrency is a digital or virtual currency that uses cryptography for security. A cryptocurrency is difficult to counterfeit because of this security feature. Many cryptocurrencies are decentralized systems based on blockchain technology; a distributed ledger enforced by a disparate network of computers. A defining feature of a cryptocurrency, and arguably its biggest allure, is its organic nature; it is not issued by any central authority, rendering it theoretically immune to government interference or manipulation.

- **“Contract Price”** shall mean the rates offered by the System and based upon “indicative” rates provided by various financial information systems as the current updated rates for contracts of the applicable nature on the financial markets;
- **“Markets”** shall mean the international financial, commodities, and other applicable markets, where contract rates are being fixed upon free trade and other markets where various financial assets are traded;
- **“Business Day”** shall mean one calendar day beginning at 00:00 and ending at 23:59 GMT;
- **“Transaction”** shall mean the purchase/sale of a Financial Contract for a fixed price;
- **“Closing”** shall mean a reversed transaction aimed to close an open position (sale of a financial contract previously purchased and vice versa) with a sum or a quantity identical to the one spent in the initial transaction on the same Business Day;
- **“Collateral”** shall mean the initial sum deposited by you with the Company after the deduction of losses, deduction of funds withdrawn by yourself, plus profits derived from the Transactions;
- **“Trading Manual”** shall mean the manual detailing the procedures and terms for the performance and execution of Transactions.

### 3. Membership Eligibility

The Company’s Services are available and may be used only by individuals or companies who are capable of forming legally binding contracts under the applicable laws in their country of residence. In addition, the Services are not available to persons under the age of 18, or who are otherwise legally incapable of executing binding contracts (“Minors”). If you are a Minor, you may not use our Services.

- 3.1. For the avoidance of doubt, the Company shall not be responsible for any unauthorised use of its Services by Minors.
- 3.2. To remove any doubts, the Company is under no obligation to verify whether you possess sufficient knowledge and/or experience, nor shall it be responsible for any damage or loss incurred by you as a result of insufficient knowledge and/or experience.
- 3.3. Furthermore, the Company is not and shall not be responsible for the accuracy of any information published on its Website by itself or by others. Every published or referenced item of information should be regarded as unfounded for managing your activity and risks. You must ensure that all information required has been checked and confirmed through independent sources to your satisfaction before taking any action on the Website.
- 3.4. **RISK WARNING: IF YOU LACK THE NECESSARY KNOWLEDGE AND EXPERIENCE, OR HAVE NOT PERSONALLY ASSESSED DATA OR TRANSACTIONS, PLEASE DO NOT USE OUR WEBSITE OR SYSTEM.**

## 4. The Account

- 4.1. Upon execution of this Agreement, the Company shall set up an account in your name and ownership in the System. The account and other relevant details shall be in accordance with the information provided by you, as shall be required by the Company from time to time.
- 4.2. You must ensure that the information provided by yourself is complete, true and accurate. It is hereby clarified that the provision of misleading information may be regarded as an offence and shall entail the immediate cessation of activities in your account or its immediate closure. You acknowledge that upon the completion of your identification process by the Company, it may report you as a beneficiary in the applicable account held by the financial institution with which the Company deposits the Collateral funds, in amounts up to the credit balance recorded in your account at the System from time to time, and to that end may transfer identification details provided to it by yourself.
- 4.3. You acknowledge that we may require information from you from time to time to comply with the AML/CFT Act or any other applicable Laws. You agree to provide us with all accurate information and assistance that we may at our discretion require to comply with the AML/CFT Act or any other applicable Laws.
- 4.4. By accepting all of the terms and conditions of this Agreement, you hereby authorize and empower the Company, until written notice contrary to the effect shall be received from you by the Company to carry out orders and activities in accordance with your instructions or according to instructions provided by your duly authorised agent(s) in writing and/or orally all in accordance with the powers granted to the Company under this Agreement and/or for the provision of the Services.
- 4.5. The execution of any Transaction in the account is subject to the deposit of the Collateral by you. The Company shall not allow you to execute any Transaction without the said deposit and/or if the Collateral is insufficient for the execution of a said Transaction, subject to the Company's policy from time to time. To remove any doubts, if the Company allows you to commence trading before it receives confirmation of the deposit of Collateral by you, and in effect, no Collateral was deposited, the Company shall have the right to deduct from any profits gained by you the amount which should have been deposited as collateral prior to your commencement of trading. All funds shall be held by the Company for you and the Company may deposit such funds with any financial institution including but not limited to such funds being used as collateral for the e Company's Transactions. In the event that a Transaction shall take place and for some reason there shall be no sufficient Collateral in your account, the Company shall have the right to decrease your exposure in the said Transaction and/or approach you to rectify such required Collateral and/or demand from you payment in full for any deficiency which has occurred by your Transaction which was not covered by sufficient Collateral. It is hereby expressly stated, that the above-mentioned right of the Company, does not obligate it to decrease your exposure in any Transaction and you shall have no claims against the Company regarding your losses

resulting from the decrease or non-decrease of your exposure in any particular Transaction by the Company.

- 4.6. The Company may, at its sole discretion, amend from time to time the terms governing the use of the System, the scope of its Services and the sum of the Collateral required for the execution of Transactions by you, without prior notice. However, any such change to the rules made whilst the site is in operation will not apply retrospectively and will only apply to acquisitions of financial contracts made after such change.
- 4.7. Acquisition of Financial Contracts through the System must be affected following the latest version of the terms and conditions presented on this site. To remove any doubts, the Company may amend, change or cancel any part of the said terms and conditions, and their effect shall be from the date such amended terms have been inserted into the site. Acquisition of a Financial Contract is completed when the Financial Contract has been customized, the premium (or the pat, as the case may be) has been calculated and payment has been verified.
- 4.8. The Company reserves the right to retroactively adjust the spread applied to the positions where, due to a technical/human error, a spread is incorrect and not consistent with that published on our website.
  - **Swap Cost:** Each trade is subject to the cost of spreads and commissions on opening and to the swap/rollover that is applied every night for the amount of 3% yearly, and up to 2% daily night on cryptocurrency, on the position value opened.
  - **Dormant Fee:** Each account will be subject to a monthly dormant fee of 25USD IF the account doesn't open any trade for at least 60 days. The dormant fee calculation will be charged on a monthly basis and will be not calculated from the system if the trading account has been used again. The fee cannot be refunded since it's a compliance and brokerage fee for account maintenance.
  - **Rollover Definition:** Is also called Swap. It is the interest paid or for holding a position overnight. Each world currency has an interest rate connected to it. Since forex is traded in pairs, every trade involves not only two different currencies but also two different interest rates. If the interest rate on the currency you bought is higher than the interest rate of the currency you sold, then you will earn a rollover (positive roll). If the interest rate on the currency you bought is lower than the interest rate on the currency you sold, then you will pay rollover (negative roll). Rollover can add a significant extra cost or profit to your trade depending on.
  - **Rollover Example:** When you buy the EUR/USD pair, you are buying the euro, and selling the U.S. dollar to pay for it. If the euro interest rate is 1.00%, and the U.S. rate is 0.25%, you are buying the currency with the higher interest rate, and you will earn rollover — about 0.75% on an annual basis. Conversely, if you sell the EUR/USD pair, you are selling the currency with



the higher interest rate, and you will pay rollover — about 0.75% on an annual basis since you are paying the euro interest rate and earning the U.S. interest rate.

- **Rollover Booking Times:** The beginning and end of the forex trading day are considered to be 00:00 (GMT) by our servers. Any positions that are open at 00:00 (GMT) sharp are considered to be held overnight and are subject to rollover. A position opened at 00:01 (GMT) is not subject to rollover until the next day, while a position opened at 23:59 (GMT) is subject to rollover at 00:00 (GMT).
- A credit or debit for each position opened at 00:00 (GMT) will appear in your account and be applied directly to your account balance.
- **Weekends and Holidays:** Most banks across the world are closed on Saturdays and Sundays, so there is no rollover on these days, but most banks still apply interest on Saturdays and Sundays. To measure for this, the forex market books three days of rollover on Wednesdays, which makes a typical Wednesday rollover three times the amount. Please note that for some instruments triple swap is applied on Friday. There is no rollover on holidays, but there is an extra day's worth of rollover two business days before the holiday. Typically, holiday rollover happens if any of the currencies traded has a major holiday. Therefore, President in the USA, February 21st, closes American banks, and an extra day of rollover is added at 00:00 (GMT) on the previous working day for all U.S.D pairs.

4.9. The company can provide a Dedicated Account Manager who can support the trader and provide the service as a personal consultant/analyst, who from time to time or at my request can provide me with research and advice regarding the financial markets, including trade recommendations based on the consultant's analysis.

4.9.1. The company does not charge any commissions or fees, under any circumstances, because the services of the consultant/analyst are provided free of charge.

4.9.2. Any decisions to trade or not trade using the trading analysis or strategy provided by the consultant/analyst are made solely by the trader at his/her discretion and the company does not take any responsibility for any profits or losses incurred as a result of the marketing information provided by phone, email, trading signals or third party services who provide to the customer the daily updates. Also, the company can call and email the customer for compliance or Risk Management purposes, in the case, for example, the trading account is in a margin call

#### 4.10. Account Details

When you open a client portal account and one or more Trading Accounts with us, we will automatically provide you with your credentials. You will then be able to create your own password and keep it secure, after which we will provide you with a unique number representing each of your Trading Accounts (i.e., your Trading Account Number).

4.10.1. You will be deemed to have authorised all trading under your Trading Account Number, irrespective of whether the person trading with it has authority.

#### 4.10.2. Account Security Information

You must keep all security information relating to the Account, including, but not limited to, any user name, user ID, and password, confidential, and we do not have to verify the authority of anyone using these items. You are responsible for all orders or instructions and for the accuracy of all information sent electronically using any such items. If you are aware of or suspect that these items are no longer confidential, you should contact us as soon as possible so that they may be changed.

#### 4.10.3. Account Types,

There are 4 different accounts in DB Investing that you can use according to your needs and preferences. The main difference between them is the Spread ratios to be applied to the operations.

- **STP Floating Account:** the spread is a variable, depending on the market volatility or the asset being traded. This is the unique account that can be used as a Scalping (refer to 4.16).
- **ECN Floating Account:** the spread is a variable, depending on the market volatility or the asset being traded and it is the best spread client can experience.
- **Islamic Account:** Accounts that are traded according to Islamic rules, not applying a swap interest\*. It can be used with both of the above. This account is reserved just for Arabic religion people.
- **PRO Account:** the spread is a variable, depending on the market volatility or the asset being traded.

4.10.4. The company opens standard STP accounts as a default. In the case, that the customer needs an Islamic or an ECN Account, must notify immediately to the company immediately via ticket system or email.

4.10.5. No swap fees will be refunded if are previously paid on the Standard STP account and before the swap account request from the client and related company compliance approval.

4.10.6. If an STP, ECN, or Islamic account is used for excessive scalping, hedging, high-frequency trading (HFT), or to exploit any bonus promotion, the company reserves the right to terminate the contract. Upon termination, the account will be immediately closed, all profits will be forfeited, and a penalty of USD500 or up to 10% of the deposit (whichever is greater) will be imposed to cover compliance checks, risk management reviews, and account closure fees.

4.10.7. Each client is permitted to activate only one account per account type. Opening multiple accounts under the same client ID, or using different client IDs but the same IP address, is strictly prohibited."

#### 4.11. Swap Free/Islamic Accounts conditions:

The company offers a swap-free trading account for residents of Islamic countries who observe Sharia law. Under swap-free status, no swaps are credited to or debited from the trading account.

The Islamic/swap-free account allows certain instruments to be traded without incurring any swap charges, provided that trades are held open for a maximum of 7 consecutive days. However, the available instruments under the Islamic account are limited, and the client must ensure that more than 50% of their trades and instruments are outside the swap-free list.

4.11.1. "Abuse" of an Islamic account refers to situations where the majority of trades and instruments are solely swap-free. Improper use includes but is not limited to, cases where a significant portion of transactions would have incurred negative swap charges, which were avoided due to the account's swap-free status.

If the company identifies misuse or abuse of the Islamic account, we reserve the right to revoke the swap-free status on all trading accounts. **Once revoked, swap charges will apply to both open positions and future trades.**

4.11.2. At the moment the system detects an abuse, the company has the right to post-check and post-debit the swap costs and send the client a first warning.

4.11.3. Multiple warnings for the swap-free/Islamic account will be considered a breach of the Terms and Conditions, then the company can decide to change the client account type and charge swap or also close the client account by giving a notice period, where the client must close all the trades.

4.12. Prohibited Trading Strategies: Latency Arbitrage (LA), High-Frequency Trading (HFT), Arbitrage Trading, Scalping Trading, Gold (XAUUSD) Hedging.

a) **Latency Arbitrage:** A trading strategy that exploits small differences in the time it takes for prices to update across different trading platforms.

b) **High-Frequency Trading (HFT):** Utilizes low latency connections to quickly identify price discrepancies and execute trades before the market adjusts.

c) **Arbitrage Trading:** The simultaneous purchase and sale of the same or similar asset in different markets to profit from small differences in the asset's listed price.

d) **Scalping Activity:** A day trading strategy where an investor buys and sells individual instruments multiple times throughout the same day, often within seconds or minutes.

e) **Gold (XAUUSD) Hedging:** Involves buying/selling and holding trading positions in the same direction for the long term, closing them within 7 days to avoid swap charges, and then reopening the same trade and direction to maintain the hedging position.

If a trader's account is found to be using any of the aforementioned trading strategies, the account will be immediately closed. Clauses 4.10.6 and 4.14 related to Platform Abusing will be applied.

4.13. **Scalping Activity:** This is a day trading strategy where an investor buys and sells individual instruments multiple times throughout the same day, often within seconds or minutes. An account where such a strategy is applied to over 10% of the trades is considered a Scalping Account. This strategy cannot be applied to accounts other than STP, which includes Islamic or ECN accounts. The Company allows such a strategy only for STP accounts and only if the total Scalping Ratio is below 25% of the total trades or instruments. If an account other than STP is used for scalping, where trades are closed within 5 minutes, the Company has the right to apply a penalty equal to the total profits gained on the trading account.

4.14. **Platform Abusing:** If a trader engages in, or the Company suspects the use of, prohibited strategies, the trader's account will be closed immediately without prior notice, and all open positions will be liquidated. The Company will not be liable for any losses incurred during this process. Any accumulated profits will be forfeited as a penalty for violating the terms and conditions, including costs incurred from abusive activities such as the excessive exploitation of swap-free benefits. A penalty of 10% of the deposit or USD500 (whichever is greater) will be imposed. During the offboarding process, the Company reserves the right to deduct commissions, as well as any applicable bank or PSP fees associated with deposits and withdrawals. If any portion of the deposit has already been withdrawn, the Company will return the remaining net balance and close the account. Furthermore, the Company reserves the right to close all related accounts connected to the offending account, including those sharing the same IP address, email, or phone number.

## 5. BONUS TERMS AND CONDITIONS:

### Bonus Policy

5.1. DB INVEST offers several attractive reward features to its new and existing clients. Bonuses and one-time trading credits awarded to clients are part of DB Investing's promotions programs. These bonuses have limited-time offers, and the terms and conditions associated with any bonus reward, which clients will be allowed to consider before accepting any bonus offer, are subject to change.

5.2. The account where the bonus is loaded must follow these rules:

5.2.1. Open at least 10 different instruments.

5.2.2. At least 50% of the trades must be open for 30 minutes or more.

- 5.2.3. At least 30% of the trades must be overnight.
- 5.2.4. The bonus will be removed in full after 30 days from the loading date. It is the client's responsibility to manage their equity. The company is not responsible for any margin call or liquidation.
- 5.2.5. The bonus will be removed in full when the client decides to withdraw part or all of their profits. This removal will apply even if the client has open positions.
- 5.3. The bonus cannot be used or abused for a scalper account (refer to 4.16, accounts where over 30% of the trades are opened and closed within 5 minutes), a mono-direction account (where all trades are in the same direction), or a few-instrument account (an account trading fewer than 10 different instruments).
- 5.4. If the conditions in 5.2 and 5.3 are not met, the bonus will be removed, the account will be closed, the first deposit will be returned, and a penalty equal to the total profit will be debited.
- 5.5. Any indication of fraud, manipulation, cash-back arbitrage, or other forms of deceitful or fraudulent activity based on the provision of the bonus will render the account inactive, along with any profits or losses accumulated.
- 5.6. The client agrees to accept only one (1) introductory bonus upon opening an account with DB INVEST.
- 5.7. Clients are prohibited from opening multiple accounts at DB INVEST for the sole purpose of enjoying more than one introductory bonus. Duplicate accounts may be closed without notice. DB INVEST will retain any bonus awarded to the client, any earnings will be forfeited, and any amount deposited by the client will be returned accordingly.
- 5.8. The client is not required to accept any bonus offered by DB INVEST; all bonuses are optional. During the client's initial deposit, the client may choose not to accept a bonus. In these circumstances, the client will not be bound to the terms relating to bonuses. Should the client mistakenly accept a bonus, they must notify a member of our Customer Support Team within 5 working days of mistakenly accepting the bonus. In such circumstances, DB INVEST will remove the bonus from the client's account, and the client shall not be held to the bonus terms. However, all other terms and conditions shall continue to apply. The client must not have placed more than 2 trades since mistakenly accepting the bonus for the bonus to be removed from the client's account.
- 5.9. In the case of a complaint opened by the customer, the bonus will be considered a debit in favor of the company, and the trading account will no longer benefit from negative balance protection. This means that if the company refunds the customer some withdrawable funds, the negative balance will remain, and the withdrawable funds will just load into the account.
- 5.10. Eligible to apply for this Offer are individuals who can agree to legally binding contracts under the laws applicable in their country of residence. Without limiting the foregoing, participation in

the Offer is not allowed for persons under the age of 18 or otherwise under the legal age in their country of residence (“minors”).

- 5.11. The Offer is available to clients who have opened an account during the Offer Period, submitted valid KYC documentation as per the Company’s requirements (as amended from time to time at the sole discretion of the Company), and funded their account with a minimum of 100 USD within the Offer Period.
- 5.12. Employees and their relatives, partners, introducers of DB Investing, or anyone associated with the Company are not permitted to participate in this Offer.
- 5.13. Participation of ‘intermediaries/related parties’ in the Offer is prohibited. If the registration and/or deposit date and/or trading date of a participant in the Offer corresponds with the registration and/or trading information, including but not limited to IP address, trading from the same device of another participant in the Offer, DB Investing reserves the right to regard this matching as a reason for immediate disqualification. For the purposes hereof, the term ‘intermediaries/related parties’, when used in these Terms and Conditions, unless the context otherwise requires, shall mean to include any person or entity bearing a relationship with any participant in the Offer, including without limitation:
- 5.13.1. Family members, such as brothers, sisters, spouses, ancestors, lineal descendants, and collateral descendants.
- 5.13.2. Any person or entity whom any participant in the Offer, directly or indirectly through one or more intermediaries, controls, or who is directly or indirectly controlled by or under common control with any participant in the Offer. For purposes of this definition, the term ‘control’ (including with correlative meaning, the terms ‘controlled by’ and ‘under common control with’), as used concerning any participant in the Offer, shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such person or entity, whether through ownership of voting securities or otherwise.
- 5.13.3. Similarly, persons associated in any manner whatsoever with DB Investing and/or with the specific websites and/or social network sites on which DB Investing may be running certain specific bonus/promotions, contests, and/or surveys, in the context of which access to the Offer is offered, are not allowed to participate in the Offer.
- 5.14. This Offer cannot be combined with any other bonus/promotions DB Investing may offer. Should a client’s trading account already have an existing bonus, they will not be able to opt into this promotion. By accepting these Terms and Conditions, the client also accepts that the previous bonus will be removed before this Offer is applied.
- 5.15. If a trading account has applied for a bonus, the company has the right to debit deposit and withdrawal fees if previously not debited. The same applies if the account is closed and the first

deposit is refunded in the case of a breach of T&C. If the account applied for a bonus promotion, the company has the right to post-calculate and post-debit these fees.

- 5.16. If the customer decides to withdraw part or all of their equity, the company will withdraw the full amount of the bonus loaded into the trading account.

## 6. The Company hereby warrants and undertakes that:

- 6.1. It has the required skills and know-how to provide the Services.
- 6.2. In no event shall the Company or anyone on its behalf shall act, or be deemed to act, as agent/trustee/broker for you when executing Transactions in the System.
- 6.3. Neither at present nor in the future shall it provide any financial advice to you or any of its customers and no information which may be found on the Company's Web site may be considered as financial adviser for any purpose whatsoever. To remove any doubts, the information given on the site, the System and/or emails or newsletters sent by the Company related to its Services or financial markets, is not intended to be used as financial or investment advice and the Company shall not accept any liability in this respect, nor shall the Company accept any responsibility for the accuracy or comprehensiveness of the information provided on this site. It is your responsibility to all independent inquiries as you deem fit, before making any financial decision.
- 6.4. It shall not be liable in any way whatsoever for any claims, suits, contentions, losses, expenses, damages etc. incurred by you because you relied on any information provided by the Company.
- 6.5. The maximum loss that you may incur using the System is the amount of money paid by you to the Company as Collateral and/or any sums in your Account that you used to purchase Financial Contracts.
- 6.6. The Company does not provide a market amongst or between customers for investments, securities, derivatives, or speculations. Each Financial Contract purchased by you via the System is an individual agreement between yourself and the Company and is not a security, nor is it transferable, negotiable, or assignable to or with any third party.

## 7. Company's rights regarding the operation of your account

- 7.1. The Company reserves the right to suspend the operation of this site or sections thereof under the following circumstances:
- 7.1.1. When, as a result of political, economic, military or monetary events (including unusual market volatility or illiquidity) or any circumstances outside the control, responsibility and power of the Company, the continued operation of this site or the System shall not be reasonably practicable without materially and adversely affecting and prejudicing



your interests or the Company, or if, in the sole discretion of the Company, a price cannot be calculated for financial betting contracts; or

- 7.1.2. When there is a breakdown in the means of communication normally employed in determining the price or value of any of the financial betting contracts or where the price or value of any of the financial betting contracts cannot be promptly or accurately ascertained; or
- 7.1.3. When the Company has reason to suspect that the System was abused by you or that you have used some means to affect or manipulate the System in general or the price of a specific Contract in particular.
- 7.1.4. Under such circumstances, other than in the case of abuse or manipulation of the System, the Company may at its sole discretion (with or without notice) close out your open financial betting contracts at prices it considers fair and reasonable at such a time and no claims may be entertained against the Company in connection thereto.

## 7.2. Our Rights to Suspend Your Trading Account

Without limiting our right to take under clause 7.1, we may also cancel and close any open order where there is a material breach of the Terms and Conditions.

## 7.3. Our Rights to Suspend Your Client Account

Without limiting our right to take under clauses 7.1 and 7.2, we may in our discretion suspend your client account pending investigation for any reason. Whilst your Account is suspended you will not be entitled to place new trades. Circumstances in which we may choose to exercise this right include but are not limited to the following:

- a) When we have grounds for believing that an event of default has occurred or may occur but believe that it is necessary to investigate circumstances with a view to confirming this.
- b) When we have grounds for believing that you do not have a sufficient understanding of the trades which you are placing or the risks involved.
- c) When we have not received within 07 days of a written request all information, which we believe that we require in connection with these Terms and Conditions.
- d) We have reason to believe that there has been a breach in your account share or that there has been a threat to your account share.

### 7.3.1. Conclude Investigations

When we conclude our investigation, we will inform you whether trading on your account may resume or whether we will seek to take further action pursuant to these Terms and Conditions.

- 7.4. Operations in trading accounts are personal and the operations of **third parties are not authorised**. Equal simultaneous connection to trading accounts from different IPs is not allowed.



The company has the right to investigate and, if such situations arise, it's the discretion of the company to apply a minimum of 500 USD fine fee from the first warning, of up to 1000 USD for each trade opened by an unauthorised person or different IP on the same day and in different locations and repeated in the timeframe, in the case the client continues to breach the T&C and delegate a third-party to use his account without any prior notice to the company

7.4.1. The company reserves the right to block the trading account for a minimum of 90 days and a maximum of 180, and to indefinitely renew the investigations on the managers until the trading account and the related funds are blocked indefinitely.

In case of abuse or manipulation of the System, the Company may at its sole discretion take any measures it deems fit and appropriate under the said circumstances.

7.5. The company can charge compliance fees and checks during the account closing. Additional due diligence fee for checking the payment/ trading/transaction activities for compliance with the requirements for AML/CTF/CPF and Sanctions compliance, up to 10% of the total of the deposited amount with a minimum of 500 USD to cover the compliance and legal costs.

7.6. We may share information collected from you and related to transactions as required by the AML/CFT Act or other applicable laws. Subject to these laws, we are under no obligation to inform you if we do so. We may also conduct all necessary anti-money laundering and other checks related to you (including checks against restricted lists, blocked persons, and country lists) as deemed necessary or appropriate by us. We reserve the right to take any actions regarding these checks with no liability whatsoever.

7.7. IF the client was introduced from an Affiliate/IB and the company suspects or has proof of fraud to pay fraudulent commissions (CPA/rebate) from the company and the client account is involved in the breach of the T&C, the client allows the company to freeze a minimum of 500 USD from the each introduced account until the investigation will be completed.

In the case, that the client's account was used to fraud the company for the benefit of his affiliate/IB account to get him paid commissions, the client's IB account will be closed and a **fraud penalty of a minimum of 500 USD will be charged for each introduced client.**

## 8. You hereby warrant and undertake that:

8.1. All details provided by you to the Company are true, complete and accurate and you are an adult over the age of 18 (or the required minimum age in your country of residence) so that you may be legally bound by the terms of this Agreement and that you are an experienced investor who has sufficient financial knowledge and experience to understand and independently evaluate the risks entailed in the activities contemplated under this Agreement.

8.2. You shall be the sole owner and beneficiary of the account.

- 8.3. You acknowledge and understand that the Company operates and is regulated under applicable local laws and regulations of Seychelles. You are aware and you hereby acknowledge that the Company cannot control your actions and you are required to make necessary inquiries as to the legal status of your activities and applicable local laws and regulations, as currently in force in your place of residence and abide by such laws and regulations. You understand that laws regarding Financial Contracts vary throughout the world, and it is your sole obligation to ensure that you fully comply with any laws, regulations, or directives, relevant to your country of residency with regard to the use of the Web site and/or the System. For the avoidance of doubt, an actual ability to access the Company's Web site does not necessarily mean that the Services and your activities are legal under the laws, regulations, or directives, relevant to your country of residence. You hereby confirm, after conducting the necessary inquiries, that there is no legal constraint which precludes you from using the System or executing Transactions as described in this Agreement. To remove any doubts, the Services are not to be used where they are illegal to use, and the Company reserves the right to refuse to provide and/or cancel Services, in whole or in part, to anyone at any time, at its own discretion without cause, including but not limited to events in which the Company learns that you are performing activities which are not regulated under the laws of your place of residence.
- 8.4. All funds to be deposited by you in your account from time to time, are of legal origin and are not the proceeds of crime, including but not limited to, proceeds of drug trafficking or dealings in other prohibited substances or proceeds of illegal arms trades, illegal gambling, prostitution, terror funds etc. To remove any doubts, monies received from you are not invested in any securities, futures, currencies, derivatives, or other investments, on your behalf by the Company or anyone on its behalf. Such monies are used as collateral for your transactions in the System.
- 8.5. You are aware of the risks involved in the execution of the transactions described in this Agreement and you have read and understood the Risk Factors Disclosure section at the bottom of this page, which forms an integral part hereof and you agree to all its terms.
- 8.6. You acknowledge that you are solely responsible and personally liable for any actions and orders to be executed in your account, including the settlement of any Transaction, whether performed by you in person, any member of your family, any other third party who has gained access to your account, or by your agent or attorney or the Company's employees carrying out your orders. You further agree that neither the Company nor its employees or anyone on its behalf shall be liable in any way whatsoever for the outcomes or consequences of such actions and/or orders. You are responsible for ensuring that you and you alone shall control access to your account and that no minors are granted access to trading on the System. In any case, you remain fully liable for all positions traded on your account, and for any credit card transactions entered into the site for your account. You shall also indemnify the Company in respect to all costs and losses of any kind, whatsoever as may be incurred by the Company as a result, direct or indirect, of your failure to perform or settle such a transaction.

- 8.7. You are aware that the Company does not provide any equipment nor is it an Internet Service Provider and therefore it shall not be liable, directly or indirectly, to any malfunction of any kind and nature whatsoever, on your end, or any other equipment not provided by the Company and/or any Internet connection malfunction and/or any computer program or software bugs and/or errors including but not limited to delays in the transmittal of your orders or the delayed receipt thereof. You shall be responsible for providing and maintaining how to access the Website, which may include without limitation a personal computer, modem telephone or another access line. You shall be responsible for all access, service, license and subscription fees necessary to connect to the Website and assume all charges incurred in accessing such systems. You further assume all risks associated with the use and storage of information on your personal computer or on any other computer through which you will gain access to the Website and the services (hereinafter referred to as “computer” or “your computer”). You represent and warrant that you have implemented and plan to operate and maintain appropriate protection in relation to the security and control of access to your computer, computer viruses or other similarly harmful or inappropriate materials, devices, information or data. You agree that the Company shall not be liable in any way to you in the event of failure of or damage or destruction to your computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software. You shall not transmit to or in any way, whether directly or indirectly, expose the Company or any of its online service providers to any computer virus or other similarly harmful or inappropriate material or device.
- 8.8. Cancel feature abuse. The cancel feature enables the client to cancel his position within a few seconds of the execution. The use of the cancel feature will be considered a system abuse if the client cancels positions acceding to 20% of the number of executed options in a trading period. The platform reserves the right to cancel a position that is resulted in a cancel abuse or to suspend the client account in case such an abuse is detected.
- 8.9. You acknowledge and confirm that the Company does not represent, warrant or guarantee that: (i) you will be able to access or use the website at times or locations of your choosing, or that the Company will have adequate capacity for the web site as a whole or in any geographic location; and (ii) the web site will provide uninterrupted and error-free service. You hereby further acknowledge and confirm that the Company shall not be responsible for an impossibility to execute orders and requirements due to failures in the operation of information systems caused by faults, of any kind whatsoever.
- 8.10. You shall duly report your activities to any applicable tax or other authority, as may be required by any laws applicable to you or to your country of residence and you shall pay all applicable taxes, levies, governmental fees and charges associated with the activities of your account including required deductions at source and you forego any claim against the Company in this respect.

8.11. You shall not abuse this site or the System for the purpose of money laundering. The Company employs best-practice anti-money laundering procedures, which may have several effects on you. The Company reserves the right to refuse to do business with, to discontinue to do business with and to reverse the Transactions of, customers who do not accept or adhere to these anti-money laundering processes. The anti-money laundering processes have the following effects on customers:

8.11.1. You must fill in the account opening form with all requested details that establish your identity as well as complete the Compliance and KYC verification as per regulatory requirements.

8.11.2. Winnings will only be paid to the account holder and to an account in their own name, not to any third party's account. If you maintain an account through telegraphic deposits, winnings will be paid only to the holder of the originating bank account. It is your responsibility to ensure that the account number and name accompany all transfers to the Company. For accounts maintained through credit/debit card deposits, winnings will be paid back to the same card up to the value of the collateral deposited. Additional winnings will be transferred via telegraphic means, subject to the conditions described above.

8.11.3. Only one account is allowed per person. No winnings or profits may be collected on accounts opened with false names or on multiple accounts opened by the same person, family members, or relatives from the same PC/IP.

8.11.4. It is forbidden to use VPN or RDP to hide the real country IP or third-party users. If the Company discovers such illegal use of trading accounts, the client account will be immediately closed, and penalties will be charged as part of compliance and risk management checks, with a minimum of €500 up to €5000.

8.11.5. If the client connects from different IP countries, the Company has the right to investigate and request supporting documents to determine if the client is using a VPN or RDP or if the account is managed by a third party. Account management is not authorised unless the Company has been informed in writing and has performed a KYC check on the third-party user. It is forbidden to open an account using a nominee.

8.11.6. The Company may, at its sole discretion, require you to provide proof of identity (such as a notarized copy of a passport or other means of identity verification as deemed necessary) and may suspend an account until such proof has been provided to its satisfaction.

8.11.7. The use of E.A. (Expert Advisors) is not allowed unless the client has an STP account (<https://www.dbInvesting.com/account-types/>). The Company will not be responsible for any loss incurred. If the client uses E.A. software with a different account type, the Company has the right to terminate the agreement, return the total account balance,

and retain any profit generated to cover compliance checks resulting from the client's breach of the agreement.

- 8.12. You have read this Agreement in its entirety including its appendices, and understood its content and implications, including the risk of loss of all of your Collateral, before accepting its terms.
- 8.13. If the Company discovers any negative reviews, comments, or posts on social media against the Company brand, management, or employees, the Company reserves the right to immediately terminate the agreement and hold the full account balance to cover legal fees and related damages.
- 8.14. Complaints/Dispute Resolution: Clients can file a complaint directly with the Company within 45 days from the time of the incident by sending an email to [complaint@dbInvesting.com](mailto:complaint@dbInvesting.com). Please outline the situation and include the remedy you are seeking. We promptly investigate client concerns, complaints, and disputes, and endeavor to work with you to resolve any issues that arise.
- 8.15. We offer both internal and external complaints resolution procedures. Please contact us for information on how complaints are handled internally.
- 8.16. Without limiting our right to take action under clauses 7, 7.1.4, and 7.2, we may also cancel any order where there is a material breach of the Terms and Conditions.

## 9. Collateral

- 9.1. To be able to start using the System to execute Transactions, you shall be required to transfer money to an account designated by the Company, to be used as collateral for the Transactions described herein.
- 9.2. The Company shall have all rights and authority concerning the Collateral until its withdrawal by you.
- 9.3. Any profits accruing from your Transactions shall be added to your account as supplementary collateral. All losses resulting from your Transaction shall be deducted from your account.
- 9.4. To remove any doubts, your credit balance shall bear no interest.

## 10. Additional deposits, Withdrawals, and Closure of the Account

- 10.1. Any withdrawal of the available Collateral, whether partial or total, including any accrued profits (but not future profits) – shall be executed by you in writing, with prior notice to the Company of at least seven business days.
- 10.2. You may transfer to your account, at any time, additional funds to be used as Collateral for Transactions. All terms of this Agreement shall apply to any additional funds so deposited.

10.3. Payments into an account must be from the holder of the account and not from any third party.

10.4. You may only withdraw money from us by completing the steps required by our services and complying with these Terms and Conditions.

## 11. Duly Authorised Persons

11.1. You may from time to time inform the Company of any person or persons that you have empowered or authorised to communicate with the Company on your behalf. Such information shall only be sent to the Company by a written notice, which shall include the names and identification details of the authorised person or the persons. In addition, a signature specimen of each of the above shall be delivered to the Company. This delegation of authority could also be revoked in writing.

11.2. Written or orally transmitted orders to execute Transaction by any such authorised representative shall bind you and the Company for all intents and purposes.

## 12. Recording Telephone Conversations and Record-Keeping

12.1. The Company or an authorised party on its behalf may (but is not obligated to) record every telephone conversation.

12.2. The Company or an authorised party on its behalf shall keep copies of every written order received from you for a period to be determined by its sole discretion. Furthermore, the Company or an authorised party on its behalf shall maintain records of all your Transactions.

12.3. Any of these records/recordings may be used by the Company for any purpose the Company sees fit, including in the resolution of conflicts which might occur between the Parties.

12.4. It is hereby clarified that the said records/recordings are the sole property of the Company, and it is under no obligation to deliver or expose such material to anyone. It is further clarified, that in any event in which the Company shall be required to deliver a copy of such or provide documentation regarding your account, including by strict instructions from the competent bodies or authorities, you shall bear the full cost of duplicating and/or copying of any record and/or documents in accordance with the then current the Company official price list for such services.

## 13. Risks and Liability

13.1. Our total liability is limited to the total amount of client money as defined in this Agreement.

13.2. All the Transactions shall be carried out on your behalf and at your risk. Neither the Company nor any authorised party on its behalf shall be held liable for any loss, damage or debt incurred

by you resulting directly or indirectly from actions contemplated under this Agreement. To remove any doubts, in any event, any sum to be claimed by you may not exceed your Collateral.

13.3. You hereby declare that you understand and accept that a fundamental pre-condition to this Agreement relates to the Company's right, relates to the Company's right to close at any time, without advanced notice, any Transaction executed by you, in the event that your portfolio shall be of zero value or less, as calculated with respect to the fluctuations in the Financial Contracts prices.

13.4. We are not liable for any claim, loss, expense, cost, or liability of any kind, whether caused directly or indirectly by us or any third party, except to the extent that such loss, expense, cost, or liability is incurred as a result of our gross negligence or willful default.

## 14. Reports

At your request, the Company or an authorised party on its behalf shall provide you with reports of all your Transactions and your current Collateral amount.

## 15. Commissions and Charges

15.1. You shall not be charged any commissions by the Company for any Transaction executed unless agreed otherwise by the Parties hereto.

15.2. The company has the right to debit commissions and charges for Deposits, Withdrawals, Compliance and Risk Management checks, Account Closing, and Fraud Checks.

## 16. Transactions and Trade Characteristics

16.1. Each Transaction shall be executed in accordance with the applicable procedures as set forth in the Trading Manual. For all intents and purposes, the acceptance of a Transaction by you and the deposit of the Collateral to be used in such a Transaction shall be sufficient consideration.

16.2. The acceptance of your instructions by the Company and the facilitation of execution of Financial Contracts by the Company shall be in accordance with customary practices in the international financial markets and customary practices which apply to Financial Contracts of the nature of the Contracts executed by you using the System.

## 17. Stop Trade, Inaccurate Quotes, and Force Major

17.1. You understand that the trading facilities provided by the System may be halted or suspended at any time without prior notice due to circumstances beyond the control of the Company. In such an event, the Company or an authorised party on its behalf may close any open positions you may have (by performing a Reverse Transaction) without prior written notice being sent to



you, at fair market value reflecting, as closely as possible, the applicable prices of the relevant Contracts. You hereby waive any claims of indemnification/suits/causes of action against the Company in such an event and acknowledge that such waiver is a pre-condition to the validity of this Agreement.

17.2. The Company reserves the right, provided prior written notice to this effect has been sent to you, to cancel any Transaction that due to a System and/or human error, whether under the control of the Company or not, has been executed at a price which at the time of the Transaction was not the indicative and/or accurate price of that said Financial Contract created by the transaction.

## 18. Settlements and Payments

18.1. No funds or assets shall be transferred by one party (A) to the other (B) with respect to any Transaction, other than the settlement of your losses which shall be deducted by the Company or an authorised party on its behalf from the Collateral and payments of accrued profits made out to you by the Company or an authorised party on its behalf.

18.2. It is hereby clarified that the Company does not provide currency exchange services and therefore your Collateral may not be repaid to you in a currency different from the currency you deposited with the Company. The outstanding balance (of your debts and receivables from the Company) shall be repaid to you in the same currency with which you paid your Collateral

18.3. To remove any doubts, all payments demanded by you shall be transferred to you within, and no later than, seven (7) business days following your payment request.

## 19. Withdrawal money from your Account

19.1. If you wish to withdraw funds accrued in your account, you might complete, sign, and return the “Request for Release of Funds” form to the Company as a pre-condition for processing your request. This form will be provided by the Company or an authorised party on its behalf. No funds will be released without prior receipt of the duly signed form by the Company or an authorised party on its behalf.

19.2. To process a withdrawal, your request must meet the following criteria:

- The minimum withdrawal amount by wire or card is 50 EUR or USD.
- Withdrawals are processed only if all KYC documentation on the account is in order. Missing documents may delay the withdrawal.
- If there are open positions, the back office reserves the right to wait for adequate available capital before processing the withdrawal.



- The Broker reserves the right to conduct a post-clearance check on the correct application of spreads and swaps on closed positions.
- A withdrawal request will be declined if the amount requested exceeds the available assets and margin on the platform. If you wish to request a larger withdrawal than the available margin allows, you must send an authorization email accepting personal responsibility for reducing your trading account to Margin Call status and the associated risks.
- Withdrawals are processed within a few hours or a maximum of 48 hours of the request (excluding Saturdays, Sundays, and holidays), unless further delays are caused by missing documents or for Compliance and Risk checks.

19.3. When your account has a positive balance, you may request payment by alternative means for the specified amount. However, we may, at our discretion, withhold or delay payment of the requested amount if: a) You have any contingent liability to us in respect of any account open with us. b) There is an unresolved dispute between us and you in connection with these Terms and Conditions. c) We have reason to believe that paying you some or all of the requested amount may cause undue risk to us (including, without limitation, financial risk), our other clients, our services, or our Trading Platform. In such circumstances, we will pay the requested amount once we believe such risk has dissipated. d) We consider it necessary or desirable to withhold such an amount to comply with our regulatory or legal obligations. We will notify you as soon as reasonably practicable if we decide to take such action, subject to any applicable laws.

## 20. Refund Policy

In case you wish for a refund of your funds, DB INVEST will fully refund you, your unused funds with the DB INVEST account. We will process the refund promptly and ensure that the entire amount of unused funds is returned to you.

## 21. Deposit Policy

The Company DB Invest Limited, Appointed an Independent Representative and Distributor of the company Enigma081 Ltd, with registration number HE 391568 and registered address 206, Arch, Makarios III Ave., Chrysalia Building, 2nd floor, Limassol, .

## 22. Intellectual property

22.1. This Web site belongs to us or a third party including our licensors. This content may include names, terms and/or data which may or may not be identified with a symbol identifying it as a name, term or item in which copyright is claimed or a registered trademark is held. The lack of any such symbol All copyright, database rights, trademarks and other intellectual property rights

in the content of should not, under any circumstances, be understood as meaning that the name, term or data is not the intellectual of either us or a third party.

22.2. Any third-party intellectual property used by us in the content of our Web site should not be interpreted as meaning that the third-party owner sponsors, endorses or is in any way affiliated with us or with our business, nor that they make any representation regarding the advisability of betting on or trading in our products.

22.2.1. Except where necessary in order to view the information on this Web site on your browser, or as permitted under Seychelles law or these Terms and Conditions, no information or content on this Web site may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without our specific written consent.

22.3. In addition to the above, you agree not to “deep-link” to the Website, resell or permit access to the Website to others and not to copy any materials appearing on the Website for resale or for any other purpose to others without the prior written consent of the Company. For the avoidance of doubt, you shall be responsible and be bound by any unauthorised use of the site by you, made in breach of this section.

## 23. GDPR and personal data

You agree to use the information received from the information systems of the Company for the sole purpose of executing Transactions inside and within the Company’s Website or System. You further agree not to use any electronic communication feature of a Service on the site for any purpose that is unlawful, tortuous, abusive, and intrusive on another’s privacy, harassing, libellous, defamatory, embarrassing, obscene, threatening or hateful.

23.1. Any personal information you provide to us through the Platform will be used to provide you with the Platform, our services, or in accordance with our Privacy Policy. We may also collect data regarding how you and your device interact with the Platform, the internet, communication networks, and other related aspects to assist with the continuous development and improvement of its operation and our services to you. By using the Platform, you agree to the collection and use of such data.

## 24. License to use our platform

The license granted under this Agreement shall be terminated if the Company shall have reason to believe that any information provided by you, including your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any terms or conditions of this Agreement and all rules and guidelines for each Service. Upon such violation, you agree to cease access to the Services. You agree that the Company, at its sole discretion and with or without notice, may terminate your access to any or all

Services, and remove and discard any information or content within a Service including adding penalties and removing any profit/debit from your account.

## 25. Ownership

The license granted to you by the Company in this Agreement to use the Software will remain in effect for so long as this Agreement or any amended agreement which replaces it from time to time, also remains in full force and effect. Ownership of the Software, Documentation and all intellectual property rights therein shall remain at all times with the Company. Any other use of the Software by any person, business, corporation, government organization or any other entity is strictly forbidden and is a violation of this Agreement.

## 26. Proprietary Protection

The Website, Software and Documentation contain material that is protected by international copyright, trade secrets and trademark laws, and by applicable international treaty provisions. All rights not granted to you herein are expressly reserved by the Company or its applicable licensor, suppliers or partners. You may not remove any proprietary notice of the Company from any copy of the Software or Documentation.

## 27. Restrictions

- 27.1. You may not publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the Software or any part thereof. You may not reverse engineer, decompile, translate, adapt, or disassemble the Software, nor shall you attempt to create the source code from the object code for the Software. You may transfer the Software to other computers that you own, as long as you only use it on one computer at a time.
- 27.2. **DB INVEST Limited doesn't provide Investment services in the EU, USA, Canada, Iran, Iraq, Armenia, Azerbaijan, UK any FATFA, or FATF-restricted countries.**

## 28. Hyperlinks

The Company may provide links to other sites that are controlled or offered by third parties. Such link to a site(s) is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners or its providers.

## 29. Current and binding form

You acknowledge and agree to the fact that the Company may update and/or adjust and/or amend the terms of this Agreement from time to time according to the needs of its activity and in its sole discretion, provided however that the accurate and current binding form shall be published and accessible to you on

the Company's Web site. The binding form of this Agreement shall be in accordance with the current form in force at any applicable time.

### 30. Confidentiality

You acknowledge that the Software contains proprietary trade secrets of the Company, and you hereby agree to maintain the confidentiality of the Software using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information. You agree to reasonably communicate the terms and conditions of this Agreement to those persons employed by you who come into contact with the Software and to use your best efforts to ensure their compliance with such terms and conditions.

### 31. Limited Warranty

ANY USE BY YOU OF THE COMPANY'S WEBSITE AND SOFTWARE IS AT YOUR OWN RISK. THE WEBSITE AND SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER BY THE COMPANY INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, BOTH EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SOFTWARE WILL OPERATE ERROR-FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM. YOU ACKNOWLEDGE THAT GOOD DATA PROCESSING PROCEDURE DICTATES THAT ANY PROGRAM INCLUDING THE SOFTWARE MUST BE THOROUGHLY TESTED WITH NON-CRITICAL DATA BEFORE YOU RELY ON IT, AND YOU HEREBY ASSUME THE ENTIRE RISK OF USING THE SOFTWARE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THEY MAY NOT APPLY TO YOU.

### 32. Limitation of Liability

IN NO EVENT SHALL THE COMPANY ITS OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S AGGREGATE LIABILITY CONCERNING ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE CONCERNING THE SOFTWARE AND DOCUMENTATION SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE USE OF THE SOFTWARE AND DOCUMENTATION. BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION

OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### 33. Privacy Statement

The Company regards the privacy of its customers and the protection of information concerning them as of prime importance. We store and process your information on servers where they are protected by both physical and technological security measures. If you object to your information being treated in this way, please do not use our services. We shall not sell or rent your personal information to third parties for any purposes without your explicit consent and we shall only use your information as described in our Privacy Policy.

- 33.1. By accepting this Agreement you consent and authorised to the receipt information of promotional and advertising material which will be sent to you by us, whether our own or of any other third party, for the period that you have an account with us and after you closed the account. However, if you do not wish to receive such information, you must advise us in writing.

### 34. Termination of Agreement

- 34.1. We may terminate your DB Investing Account or any associated DB Investing Services (including the closing of your IB Wallet(s) or DB Investing Trading Account) by providing you with one (1) week's prior notice, which will be sent to the most recent email address you have provided. You may terminate this Agreement at any time by giving the Company 48 hours' advance notice via mail or the ticketing system.

- 34.2. We can suspend your DB Investing Account or any associated DB Investing Services (including suspending your IB Wallet(s) or DB Investing Trading Account), restrict its functionality, or terminate this Agreement with immediate effect if:

- 34.2.1. You have not provided the necessary information, or we believe that any information you have provided is incorrect or false; or you do not respond to our compliance and back office requests for KYC and AML documents; or you have a business conflict of interest that could affect our company and business, including employment with a competitor bank or investment firm.
- 34.2.2. You do not repay money owed to us.
- 34.2.3. You fail to provide identity information or documents as reasonably required by us to comply with Applicable Law or regulatory authority requirements.
- 34.2.4. You fail to meet any KYC, AML, or other due diligence checks conducted by us at any time.

34.2.5. In our reasonable opinion, your financial position or credit rating deteriorates to such an extent that your ability to fulfill your obligations under this Agreement, or our ability to comply with Applicable Law, is jeopardized.

34.2.6. You become bankrupt.

34.2.7. You fail to adhere to any Applicable Law or regulatory requirements.

34.2.8. We are required to do so under Applicable Law or believe that continued provision of DB Investing Services to you may breach Applicable Law.

34.2.9. We are required to do so by any of our regulators, banks, or payment service providers.

34.2.10. You have breached this Agreement, particularly for the following reasons:

- Breach of the company's promotion for individual traders (including welcome bonus).
- Breach of Account Type trading (using a Standard account as a Scalping account).
- Manipulation of the IB commission fee with the Master IB.
- Use of VPN, VPS, or EI without the company's consent.
- Opening multiple accounts used by the same user, with IP addresses shared by the accounts.
- Delegating a third party to use the account.
- Opening an account using third-party documents to conceal the real user identity.
- Suspected money laundering.

34.3. If we suspend or terminate your DB Investing Account or any associated payment service (including suspending your IB Wallet(s) or DB Investing Trading Account), we will notify you in advance or as soon as possible afterward, where lawfully permitted.

34.4. Termination of the Agreement by any party requires you to close all open positions by executing the necessary transactions.

34.5. From the date of the termination notice, you may not execute any new transactions that would open new positions in your account.

34.6. The Company can debit fees following your account closing if there is proof of account manipulation, abuse, or breach of the terms and conditions.

34.7. In case of termination of the agreement due to a breach of the terms and conditions by the user, the Company can also:

- 34.7.1. Remove any profits illegally generated by trading activity or commissions generated by illegal or non-accepted trader/IB activity.
- 34.7.2. Debit extra costs in case of system abuse. These costs include monthly fees, spreads, commissions, and swaps previously unpaid by the user.
- 34.7.3. Debit legal and compliance costs following non-cooperation with KYC and AML requirements, with a minimum of USD500 up to 10% of the total deposits.

## 35. Miscellaneous

- 35.1. This Agreement, including all Sections listed herein, comprises the entire and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, understandings, arrangements, proposals or representations whether written or oral, heretofore made between the Parties and relating to this subject matter. In the event that Customer is comprised of several entities or individuals, the terms of this Agreement shall bind all of them jointly and severally.
- 35.2. All obligations under this Agreement shall be performed by and between the Parties. This Agreement does not create any rights on behalf of, or to the benefit of, any other third party, not a signatory hereto.
- 35.3. You may not transfer this Agreement or any of your rights or obligations hereunder to any third party.
- 35.4. The Company or an authorised party on its behalf may send to you any notices and documents by post, telex, courier, e-mail or fax, as it deems fit. Any notice to be sent by you to the Company shall be sent by certified mail or by courier. Such notice shall be effective upon its actual receipt by the Company.
- 35.5. This Agreement shall be construed and enforced in accordance with and shall be governed by Seychelles, notwithstanding any conflicts of laws or principles. Each of the Parties hereby irrevocably (i) consents to any suit, legal action or proceeding concerning this Agreement being brought exclusively in the competent courts of Seychelles (the “Courts”) and waives to the fullest extent permitted by law any objection which it may have now or hereafter to the venue of any such suit, action or proceeding in any such Courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum, (ii) acknowledges the competence of such Courts, (iii) explicitly submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding, and (iv) agrees that final judgment in any such suit, action or proceeding brought in such Courts shall be conclusive and binding upon it and may be enforced in all courts.



## 36. Trading Analysis, news and opinions

Any opinions, news, research, analyses, prices, or other information contained on this website is provided as general market commentary and does not constitute and may not be construed as investment advice of any kind. The Company shall not accept liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from the use of or reliance on such information as mentioned above.

- 36.1. By using the services offered by the Company and by using this website the user agrees that DB Invest Limited, the author and any other entities associated with [www.dbinvesting.com](http://www.dbinvesting.com) shall not be held liable for any direct or indirect, consequential loss or any damages whatsoever arising from this usage, or the use of any information, signals, software, messages, manual, worksheet, instructions, alerts, directives, etc. and any other information contained in regard to its use and understanding.
- 36.2. Use of this site and the services offered by DB INVEST are made at your own risk. The decision to open an account is unilateral by the client.
- 36.3. Neither guarantees of performance, results nor any anticipated Return on investment is offered at any time.
- 36.4. Past performance is not and may be construed or relied upon as a guarantee of future results.
- 36.5. By using this website, you agree to assume full and exclusive responsibility liability for your research, decisions, and actions before depositing funds and opening a trade.

## 37. SWAP AND SPREAD RATES

The Swap and Spread ratios applied when Investing with DB Investing are indicated on our website at the page <https://www.dbInvesting.com/trading-conditions/>

For investors who are new to trading, we have briefly summarized what these expressions mean.

- **Swap**, Swap Fees are the cost of a trade that is applied to transactions that are open at the end of the day resulting from the difference between the interest rates of the countries to which the currency pair is traded. “Forex” money is lent money in Forex markets and “Sold” money is borrowed. According to this logic, you can see the swap income or cost as follows in the simplest way;
- **Swap position** If the interest rate of the received money is low and the interest rate of the money being sold is high (-), the cost is deducted from the investor’s account. If the interest rate of the sold money is low and the interest rate of the money received is high (+) It is returned to the investor as income.



### Rules Regarding Swap Fees

Swap costs or revenues are not applied to positions closed on the same day. Swap rates apply to positions that are still open at the end of the day.

Change swap balances because of the countries' interest rates to which the relevant currency units belong.

A 3-day swap is applied to positions that are not yet closed on Thursdays (equivalent to the value of the weekend) because the Forex market is valued at +2 days. On other days this practice is 1 day.

You can choose the Islamic Account option as a non-swap-based application.

### Spread

The difference between the buying and selling prices of financial assets is called “Spread” and is expressed in “pip” unit.

For example, if the buying price is 1.1225 and the selling price is 1.1223 in the EURUSD parity, this spread is 2 pips for Spread ( $1,1225 - 1,1223 = 0,002$ ). Therefore, when you open a lot (i.e. 100 thousand units) in one lot, you will end up with a cost of  $0,0002 * 100,000 = 20$  USD Spread.

It is only the cost to open this position. If the parity reaches 1,1227, your cost will be zero. Spread, which is an important cost for the investor, can be fixed or variable. Variable Spread is low at times of increased liquidity in the markets but may be high in liquidity shortage. Fixed Spreads are fixed values offered to investors of brokerage houses.