



TERMS AND CONDITIONS

CDJ SOCIAL STOCKS LTD

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Part 1 – About Us

1. Interpretations

In the present Agreement, except where the context otherwise requires, the following words shall have the following meaning:

- 1.1. “Agreement” means the present Agreement and its Appendices which constitute an integral part of it, as this may, from time to time be amended, varied or replaced by way of mutual agreement
- 1.2. “Authorized Person” shall mean you or any of your officers, partners, principals or employees.
- 1.3. “Applicable Regulations” shall mean (a) CySEC Rules or any other rules of a relevant regulatory authority having powers over CDJ Social Stocks Ltd; (b) the Rules of the relevant Market; and (c) all other Applicable Regulations, rules and regulations of Cyprus or of the European Union.
- 1.4. “Business Days” means the days that the Cyprus Stock Exchange is open for trading and excludes weekends and public holidays in the Republic of Cyprus.
- 1.5. “CySEC” shall mean the Cyprus Securities and Exchange Commission
- 1.6. “Financial Instrument” shall mean the Financial Instruments for which CDJ Social Stocks Ltd is authorized for pursuant to its authorization granted by CySEC.
- 1.7. “GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data which applies from 25 May 2018, as this may, from time to time be amended, replaced, expanded or re-enacted and includes, where the context so justifies, any Cypriot or secondary legislation enacted in accordance therewith.
- 1.8. “Investor Compensation Fund Directive” means the CySEC Directive DI144-2007-15, R.A.D 174/2015 for the Continuance of Operation and the Operation of the CIF Investor Compensation Fund.
- 1.9. “Law” means the Investment Services and Activities and Regulated Markets Law of 2017 (L. 87(I)/2017), as this may, from time to time be amended, replaced, expanded or re-enacted.
- 1.10. “Professional Client” means a “Professional Client” for the purposes of CySEC rules, as specified in the Client Categorization Policy found on the Company’s Website.
- 1.11. “Retail Client” means a “Retail Client” for the purposes of the CySEC rules, as specified in the Client Categorization Policy.
- 1.11. “Trading Services” means the Investment and Ancillary Services provided or to be provided by CDJ Social Stocks Ltd to you, as referenced in Section 2.1 of the Agreement
- 1.12 “Software” shall mean the software provided by us which you will need to download in order to use our Services.

1.13 “Website” or “Company Website” means www.goliaths.io or any other approved domain used by the Company from time to time.

2. Introduction

2.1 These terms and conditions which include any express consent given by you from time to time, and any documents we refer to including Risk Disclosure, Privacy Policy, Conflicts of Interest Policy, Best Execution Policy, Client Complaints Procedure, Order execution Policy Investor Compensation Fund Policy, Dormant Policy form the agreement between you and CDJ Social Stocks Ltd. Any reference to ‘we’, ‘us’, ‘our’, ‘ours’ and ‘ourselves’ as appropriate shall mean CDJ Social Stocks Ltd. (‘CDJ’ or the ‘Company’). Similarly, any reference to ‘the Client’, ‘you’, ‘your’, ‘yours’ and ‘yourself’ as appropriate shall mean you as a customer of our services under this Agreement. You expressly agree to the agreement, and we will also treat your access to and use of our services (our “**Services**” are explained in clause 2 below) as acceptable of the terms of the Agreement.

2.2 You are responsible for checking our website periodically to review the current version of the Agreement. Please contact us if you have any questions. Our contact details are available in clause 9 “Communication”

CDJ Social Stocks Ltd is a private company limited by shares incorporated in the Republic of Cyprus with registration number HE 427157, having its registered office at 11 Rodou Str, Atlantis Building, Flat 501, 1086 Nicosia, Cyprus. CDJ SOCIAL STOCK LTD is authorized and regulated by CySEC to operate as a Cyprus Investment Firm, with license number 428/23.

2.3 The contact details of CySEC are the following:

Telephone: +357 22 506 600

Fax: +357 22 506 700

Postal Address: 19 Diagorou Str., 1097, Nicosia, Cyprus or P.O BOX 24996, 1306,

Nicosia, Cyprus

E-Mail: info@cysec.gov.cy

Website: <https://www.cysec.gov.cy/en-GB/home/>

3 Our Services

3.1 If you are accepted as our Client, we shall be providing the following investment and ancillary services, subject to your obligations under the Agreement being fulfilled:

- (a) Reception and transition of Orders of the Client in Financial Instruments.
- (b) Provide Safekeeping and administration of financial instruments for the account of Client (as and if applicable), including custodianship and related services such as cash/collateral management.

The Financial Instruments for which the Services can be provided are the following:

1. Transferable securities;
2. Units in collective investment undertakings;
3. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash.

4 Limitations to our Services

- 4.1** All investment decisions will be made solely by you. As such, you are fully responsible for determining your investment strategy, making investment choices, placing orders, and regularly reviewing your investments. We do not provide personalized investment recommendations or any advice regarding your investments, transactions, or trading decisions. Additionally, any information is just that, information and under no circumstances should it be construed or perceived as advice.
- 4.2** You should seek independent professional advice to determine whether the Investments you intend to make are suitable for you. While we may give you information about our products, their risks, or the financial markets in general, this information will not be tailored to your personal circumstances.
- 4.3** By utilizing the Trading Services, including our Website and trading platform, you acknowledge and agree that:
- a. It is forbidden to use, store, reproduce, display, modify, sell, publish, or distribute any content or information related to the Trading Services without our prior written consent,
 - b. You will not use the Trading Services for any illegal or unauthorized purposes.
- 4.4** We do not provide any tax or legal advice in connection with the Trading Services. You are solely responsible for fulfilling all your tax obligations, including the reporting and payment of any applicable taxes, duties, or other fiscal responsibilities related to the Trading Services.
- 4.5** We will execute orders on your behalf in accordance with our Order Execution Policy.
- 4.6** You acknowledge that you are only permitted to have one Invest account in your name. If you violate this rule, we reserve the right to terminate all your agreements with us.
- 4.7** Our trading platform does not operate as an exchange or market. This means:
- a) You can only make trades and investments with us on our platform, not with third parties;
 - b) All trades initiated on our platform must also be closed on our platform;
 - c) Any products you buy on our platform can only be sold through our platform, not on third-party platforms;
 - d) You will not be able to transfer products into or out of your account, nor to any third party at any time;
 - e) Our prices will differ from those offered by other brokers, market rates, or current prices on exchanges and other trading platforms.

- 4.8** We may be unable to offer all of our Services to customers who are residents or nationals of certain countries due to legal restrictions or internal policy constraints (referred to as "restricted countries"). If you reside in a restricted country, you may be unable to access our Services. The list of restricted countries and the Services available in these countries may change periodically.
- 4.9** We do not accept account applications from residents of Canada or residents and citizens of the United States, as well as other countries as required by law or our internal policies (referred to as "blocked countries"). We may also block or terminate existing accounts of clients who are residents or nationals of a blocked country. The list of blocked countries may be updated from time to time.
- 4.10** We reserve the right to refuse or decline the provision of the Services at our sole discretion and for any reason, at any time, without being obliged to provide you with any explanation or justification thereof.
- 4.11** You acknowledge that the laws regarding financial services vary across the world, and that it is your obligation to ensure that you fully comply with any law, regulation or directive, relevant to your country of residency, with regard to the Services. Additionally, we do not operate in any jurisdiction in which the provision of the Services is not authorized, and/or to any person to whom it is unlawful to make an offer and/or solicitation.

5 Key Risks Notification

- 5.1** Using our Trading Services involves a significant level of investment risk which may well mean that it is not suitable for you. Any orders you place for transactions are made entirely at your own risk and cost.
- 5.2** Using our services carries the risk that you may lose all the funds you have deposited in your account. Therefore, you should only trade or invest money that you can afford to lose.
- 5.3** It is crucial to fully understand the risks involved before trading in any of the financial products we offer. It is important to carefully consider your financial situation, experience/ knowledge level, and risk tolerance. You should have a fair understanding and experience of how the products you are considering investing in work, understand their features, understand leverage and margin trading.
- 5.4** All financial products carry risk, and even trading non-complex products, such as securities, will have a degree of uncertainty. The securities markets can be volatile, which means the prices of the securities can change increasing or decreasing in value rapidly, and therefore are unpredictable, which means that securities dealing is not suitable for everyone.
- 5.5** Fractional shares do not constitute direct ownership of the underlying equity securities, but rather as providing economic exposure through a derivative or contractual arrangement, in line with the guidance set out in CySEC Circular 659. Investors holding fractional shares do not acquire legal title to the underlying shares and, consequently, do not benefit from shareholder rights. Dividend distributions are not received from the issuer. Furthermore, holders of fractional shares do not possess voting rights, or such rights may be significantly limited or not exercisable in practice. Transferability of fractional positions are restricted within the platform. Importantly, fractional share arrangements do not grant ownership rights, including any entitlement to participate in the distribution of the issuer's residual

assets in the event of liquidation or winding up, thereby underscoring their nature as synthetic exposure rather than true equity ownership.

- 5.6 Your actual returns and losses will vary based on multiple factors, including but not limited to market conditions, price movements, and the size of your trades.
- 5.7 The value of your investments may increase or decrease.
- 5.8 Past performance is not an indicator of future results.
- 5.9 You should not carry out any transaction with any financial instruments unless fully aware of their nature, the risks involved and the extent of exposure in these risks.
- 5.10 Trading in financial instruments may impose tax and/or any other duty.
- 5.11 For more details about the risks associated with our Services, refer to the “Risk Warning Policy” provided on our website.
- 5.12 The Client hereby declares that he has read and understood all information included in the Risk Warning.

6 Best Execution

- 6.1 The Client acknowledges that we will engage third parties for the execution of the Client’s Orders. In such case, we shall act in the best interests of the Client and take all reasonable measures for obtaining the best result, taking into account factors specified in the Placement of Orders Policy.
- 6.2. We will take all reasonable care in selecting such third parties, and the Client agrees that the Company shall in this case be liable to the Client only for its failure to exercise reasonable care in selecting such third parties. When selecting such third parties, the Company takes into account (inter alia) the following factors:

Primary Factors:

- Breadth of coverage and access to the markets and financial instruments required by the Company;
- Cost of Execution (e.g., spread mark-ups, other brokerage or transaction fees);
- Other fees and charges (e.g., financing fees, swaps account maintenance fees, etc.);
- Cost of clearing and settlement;
- The quality and effectiveness of a counterparty’s execution policy, if relevant, in order for a Counterparty to reach the best possible result for the Company’s Clients. Licensed under MiFID or equivalent third country regime is a minimum requirement in this respect;
- Size of the order;
- Speed of execution; and
- Likelihood of execution.

Secondary Factors:

- Reliability of the entity in terms of reputation (e.g. sanctions from regulators, complaints from Clients, articles in the press regarding regulatory failures, issues in investment services, market abuse incidents etc.);
- Credit risk creditworthiness, - Financial solvency of the venue/entity;
- Settlement risk – Any known cases of non-unsettled trades or other publicly available; and
- Any other relevant considerations.

The Company will transmit the Client Order to an associated entity, such as a third-party broker, for the execution. In doing so, the Company shall act in the Client's best interests and will comply with its Best Execution Policy.

The approved intermediaries/ third party brokers are:

- a) Alpaca
- b) Ext Ltd
- c) EXT LHCM Ltd
- d) LMAX
- e) LUNAWEALTH Asset Management LTD
- f) MEGA EQUITY Securities & Financial Services Public LTD

The Company will review periodically its choice of third-party brokers to ensure that the third-party broker has execution arrangements and execution policy that enables the Company to comply with all its best execution requirements.

7. Conflicts of Interest

7.1 The company is committed to identifying, monitoring, and managing all actual and potential conflicts of interest that may arise between the Company and its Clients. Our Conflicts of Interest Policy outlines the procedures and measures to address these conflicts and details the circumstances that may present or lead to a conflict of interest, potentially harming the interests of one or more Clients.

7.2 Conflicts of interest will be identified and assessed whether the Company or any of its employees, directly or indirectly, are in the following situations:

- a) Likely to gain financially or avoid a financial loss at the expense of the Client;
- b) Having an interest in the outcome of the service provided to the Client or a transaction conducted on the Client's behalf that differs from the Client's own interest;
- c) Possessing a financial or other incentive to prioritize the interests of another Client or group of Clients over those of the Client;
- d) Engaging in the same business as the Client;
- e) Receiving or expecting to receive from a party other than the Client any inducements related to the service provided, including money, goods, or services beyond the standard commission or fee, or any non-monetary benefits.

7.3 We have implemented several internal policies and measures to manage potential conflicts, as outlined in our Conflicts of Interest Policy, which is available on our website. Additionally, the potential conflicts

related to trading mentioned above are governed by specific objective criteria detailed in our Best Execution and Order Execution Policy.

7.4 The Conflicts of Interest Policy, which may be updated periodically, is an integral part of the Agreement and is available on our website.

7.5 The Client acknowledges that they have read and understood the information contained in the Conflicts of Interest Policy.

Where the effective organizational and administrative arrangements established by the Company to prevent or manage any conflicts of interest as above are not sufficient to ensure, with reasonable confidence, that risks of damage to the interests of the Client will be prevented, the Company shall make a clear disclosure to the Client explaining the general nature and sources of conflicts of interest, as well as the risks to the client that arise as a result of the conflicts of interest and the steps undertaken to mitigate these risks.

8 Investor Compensation Fund

8.1 CDJ Social Stocks Ltd is a member of and covered by the Investor Compensation Fund (“ICF”) in Cyprus. In case the company is unable to pay over the Client’s assets due to its financial circumstances and there is no realistic prospect of these circumstances improving in the near future, subject to certain conditions the ICF can compensate the Client up to EUR 20,000.

8.2 A summary of the provisions of the legal framework relating to ICF and the compensation payable to the Clients under ICF is available on the Website under the Investor Compensation Fund Policy. Further, additional information for ICF can be found on CySEC’s website: <https://www.cysec.gov.cy/en-GB/investor-protection/tae/>

9 Complaints

9.1 We treat any complaint very seriously and aim to resolve it fairly and promptly. The complaint will be investigated and dealt with in accordance with the Company’s procedures.

9.2 For more information on our complaints handling procedure, please visit our website at <https://www.goliaths.io/legal-center> If a situation arises which is not expressly covered by this Agreement, the parties agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.

9.3 The Client also has the right to address complaints to the Financial Ombudsman of the Republic of Cyprus in any of the following ways:

- Telephone: +357 22 848 900
- Postal Address: Financial Ombudsman of the Republic of Cyprus, PO Box 25735, 1311 Nicosia, Cyprus
- E-Mail: complaints@financialombudsman.gov.cy Website: www.financialombudsman.gov.cy
- For information on complaints, the Client may visit the CySEC dedicated webpage at: <https://www.cysec.gov.cy/en-GB/investor-protection/how-to-complain/>

The Client's right to take legal action remains unaffected by the existence or use of any complaint procedures referred to above.

10 Communication

- 10.1** We will communicate with you about any notice, instruction, request or any other communication via your registered e-mail, the Software, telephone or via post to your registered address. All our contact details are available on our website. Any communication from you to us shall be deemed effective on the date and time of receipt by us. It is your responsibility to ensure you have read all and any communication we may send you from time to time, via any approved communication method.
- 10.2** You specifically consent to the provision of Key Information Documents through our Website.
- 10.3** Both prior and following the establishment of the business relationship, you consent and agree that our official language is the English language. The provision of any information, including marketing material, any translated version of the Agreement and/or any other communication, in a language other than our official language, is provided solely for convenience purposes and the legally binding version shall be the English language version of such documentation. In the event of a dispute, the English version shall prevail.
- 10.4** You further consent that, both prior and following the establishment of the business relationship, we may provide you with information that will be partly in the English language and partly in a language of your preference. By accessing and using our Website/online Platform, in a language other than the English language, shall be considered a demonstration of your preference to be provided with information in a language other than English.
- 10.5** You consent that where we provide you with information by means of a website or online platform, that information is not personally addressed to you. Yet, you specifically consent to the provision of information in that form and that this form is considered to be provided in a durable medium. Further, you agree that we provide you with information in a form other than on paper (i.e. website, CDJSocial Stocks Ltd Direct, trading platforms and through other software) because this is appropriate in the context in which our business is being or will be carried out. By maintaining your account and/or by opening an account with us and placing a trade, you expressly consent to us sending this information to you in this format.
- 10.6** Any communication sent to you by us is intended to be received by you only. You are therefore responsible for keeping any information we send to you private and confidential.
- 10.7** We may communicate with you from time to time, and in accordance with the applicable rules on Client communications, about any business, marketing and/or promotional reasons.
- 10.8** Any orders or instructions you provide us with via platform, website or application means will constitute evidence of the orders or instructions given.
- 10.9** In case the Client changes contact details, including email address, contact numbers, name, home address, identification documents (such as ID and passport), country of residence or nationality, the

client has the obliged to inform the company about these changes as soon as possible. The company does not accept any responsibility for any non-communication if the Client does not update his contact details as soon as any change takes place

10.10 Contact the company in the following ways:

Email support@goliaths.io

By post CDJ SOCIAL STOCKS LTD, 9 Rodou Str, Atlantis Building, Flat 501, 1086 Nicosia

11 **Clients Funds**

11.1 Your money shall be treated, always, in accordance with the applicable 'Client Money' rules.

11.2 Your funds will be promptly deposited in one or more segregated accounts with reliable financial institutions, either within or outside the European Economic Area (EEA), separate from CDJ Social Stocks Ltd own funds (denoted as 'clients' accounts').

According to Applicable Regulations, the Company shall exercise due skill, care and diligence in the selection and appointment and periodic review of the financial institution of paragraph 10.2 of this Agreement and the arrangements for holding of Client money. The Company takes into account the expertise and market reputation of such institutions with the view of ensuring the protection of Client's rights, as well as any legal or regulatory requirements or market practices related to holding of Client money that could adversely affect Client's right. Diversification requirements will not apply to the Client money placed with a third party merely for the purpose of executing a Transaction for the Client. However, it is understood that there are circumstances beyond the control of the Company and hence the Company does not accept any liability or responsibility for any resulting losses to the Client as a result of the insolvency or any other analogous proceedings or failure of the financial institution where Client money will be held. By agreeing to this Agreement and starting a business relationship with us, you give your explicit consent to have your funds held in an omnibus account. An omnibus account means your funds will be pooled with those of other clients in a Segregated Account totally separate from our own funds.

11.3 Omnibus accounts held with financial institutions carry certain risks. For example, in the event of insolvency or default by the institution, no individual client can claim a specific amount from a particular account. Instead, a client's claim will be against the total funds in the Segregated Account, in accordance with the laws of that jurisdiction. In such cases, the national deposit guarantee scheme may apply without considering the individual owners of the omnibus account.

11.4 The company is not responsible for the insolvency, acts or omissions of any bank, although we will take reasonable care when choosing which bank to open a client money account with.

11.5 Interest will not be paid on any client money we hold, and if interest is accumulated on such funds, it shall not be deemed part of the clients' funds and shall not be credited to your account.

- 11.6** We may permit a third party, such as EMIs, PSPs, exchanges, or clearing houses, to hold your money for transaction purposes. These third parties may also hold your funds in an Omnibus Account. While we will take reasonable steps to ensure your money is treated as client money where applicable, we are not responsible for any actions or omissions by these third parties.
- 11.7** The company will exercise reasonable skills, care and diligence in the selection, appointment and periodic review of the financial institutions with which we will hold Client Money, in accordance with our regulatory obligations.
- 11.8** To ensure diversification, multiple institutions are used. We will provide instructions to these institutions regarding the transfer and movement of Client Money. If you have an open position, we may offset any unrealized losses against the Client Money we hold in any account. This means we may transfer part or all of your unrealized losses from the Segregated Account to your CDJ account. Similarly, any unrealized profits from your open position may be transferred from our account to the Omnibus Account.
- 11.9** Any funds you transfer to us for your account will be deposited into your CDJ Wallet on the Value Date, after deducting any transfer fees or charges imposed by the financial institutions or intermediaries involved. At our sole discretion, and without obligation, we may credit funds to your Wallet before the Value Date while they are still in transfer. We will make every effort to ensure that transfers are processed without delay, if it is within our reasonable control.
- 11.10** We reserve the right to request additional information or documentation at any time to ensure that your transactions with us, including deposits and withdrawals, are legitimate and to meet our regulatory obligations. It is your responsibility to provide accurate and complete information. Failure to do so may result in processing delays or the rejection of your requests.
- 11.11** If we are not satisfied as with the above and reject an incoming transaction, we reserve the right to return the funds to the sender, net of any transfer fees or charges which we may incur. Any refund will be sent to the same source from where the funds were received. We will only deviate from this policy where we have been satisfied that this will not be contrary to any of our policies and applicable legislation.
- 11.12** Our policy is to ensure that all withdrawals, whether partial or full, are returned to the original source of the deposited funds. If we are unable to do this for any reason, and subject to regulatory restrictions, we will return the requested funds, either in part or in full, after deducting any applicable transfer fees, charges, or other costs incurred by the company.
- 11.13** We reserve the right to approve or decline any funding or withdrawal request based on the payment method you select, and we may suggest an alternative option. For example, if you request a withdrawal using a different method than the one used for the deposit, the request may be denied, and you will be required to withdraw using a method you have previously used.

- 11.14** We reserve the right to deduct or credit amounts from your Account(s) as required by law or applicable regulations. We will make every effort to avoid deductions unless necessary. This right may be exercised in situations such as when we offer instruments where we are required to withhold a portion of the profits for tax purposes.

Part 2 – Operation of Services

12 How services operate

12.1 Client Classification

In accordance with the Law, based on the information provided by you, the Company shall categorize you as “Retail” or “Professional”, and shall conduct business with you on this basis. Each category offers a different degree of protection in accordance with the Law and the conduct of business rules.

We will classify you as a Retail client for the purposes of the Services. Retail clients are given the highest level of protection under Applicable Regulations. A “Retail Client” is a client that is neither a Professional client nor an eligible counterparty. The categorization as “Retail” client, offers the highest level of protection, in accordance with the Law and the conduct of business rules. The “Retail Client” may be allowed to waive some of the protections afforded by the conduct of business rules and the Company shall therefore be allowed to treat any of those clients as Professionals, subject to the fulfillment of relevant criteria and procedure, in accordance with the Law (‘Elective Professional Client’). Such re-categorisation shall not take effect automatically, but it shall be treated by the Company in accordance with the relevant provisions laid down in the Second Appendix of the Law. The conditions of such re-categorisation may be provided by the Company to the Client as a separate document, at any time the Client so requests.

A “Professional Client” is a client that possesses the experience, knowledge and expertise to make his own investment decisions and properly assess the risks that it incurs. Clients who are considered to be Professionals in accordance with Part I of the Second Appendix of the Law (‘Professional Client Per Se’) have the right to request not to be treated as professionals and ask, at their own responsibility, for a higher level of protection; and the Company may agree to provide them a higher level of protection upon relevant written agreement. However, the Company shall not be obliged to deal with the Client on this basis.

If you are categorized as a Professional Client or an Eligible Counterparty, you will not be eligible to make a claim to the Investor Compensation Fund if we fail to fulfill any obligations related to the provision of investment and ancillary services

- 12.2** We will treat you as a Retail Client in accordance with Applicable Regulations, unless we notify you otherwise.
- 12.3** The Services and products we offer will not be appropriate for everyone. We have therefore identified our target market and we would normally expect our Services to be used by individuals to whom some or all of the following apply: individuals who have the ability to bear 100% loss of all funds invested;

individuals who have an acceptable level of knowledge and/or experience to understand the characteristics of fractional shares / derivatives and risks associated with trading on margin; individuals who have a very high-risk tolerance and individuals who intend to use the trading instruments for short-term investment, speculative trading, portfolio diversification or similar.

13 Account opening and maintenance

- 13.1** To apply for an account, you will need to complete an online application form and provide us with information that we request, so that we can identify you, verify your identity, and conduct fraud checks, sanctions checks, anti-money laundering and counter-terrorism checks, and any other checks as required by Applicable Regulations, including without limitation, the Foreign Account Tax Compliance Act ("FATCA"), as required by our internal procedures. This means we will require you to provide us with personally identifiable information, the countries where you are a tax resident, confirmation of whether or not you are a US citizen or whether or not your place of birth is in the US or any other information which will be required under Applicable Regulations.
- 13.2** You are responsible for providing us with correct and accurate information at all times and we can rely on the information you have provided us with, both during on-boarding in the 'Account Opening process' as well as throughout our relationship, unless we have reason to believe that the information you have provided us with is inaccurate. If any of the information you have provided us with changes, you need to notify us in writing.
- 13.3** Based on the information you provide and in accordance with applicable regulations, we will evaluate whether you have the necessary knowledge and experience to understand the risks associated with trading derivatives and leveraged products. The acceptance of your account will depend on the results of this assessment. The company has the right to refuse to offer their services to anyone who is not appropriate for such services.
- 13.4** When using our Trading Services, you may be trading in complex products such as fractional shares, structured products, Forex, Indices, equities with margin. Before you trade these complex products, we are required to conduct an "**Appropriateness Assessment**" to determine if the product is appropriate for you. This involves collecting information regarding your knowledge and experience in the investment field relevant to the specific type of service or Financial Instrument offered or demanded, ability to bear losses and risk tolerance. Where you chose not to provide such information or where you provide insufficient information in this respect, the Company will not be able to determine whether the service or Financial Instrument is appropriate for you. The Company is entitled, at its sole discretion, to request additional information regarding your profile and/or to request an update of the data notified by you, whenever it deems necessary. The Company shall assume that information about your knowledge, experience, ability to bear losses and risk tolerance provided to the Company is accurate and complete.

- 13.5** If we determine that the complex product is not suitable for you, or if you fail to provide the necessary information for the Appropriateness Assessment, we may either restrict your ability to trade in these instruments or issue a warning regarding the risks associated with trading them.
- 13.6** You acknowledge and agree that the Appropriateness Assessment is conducted based on the information and documents you provide. We rely on the accuracy of this information and are not liable for any damage or losses resulting from inaccuracies. Additionally, you agree to promptly inform us of any changes to the information or documents you have provided and to supply us with updated, accurate, and complete information as needed for each Appropriateness Assessment upon our reasonable request.
- 13.7** Trading indices, forex, and equities with leverage involve complex derivative products and carries a high risk of rapid financial loss. Leverage involves borrowing funds, which increases risk.

14 Our Platforms

14.1 You will be able to:

1. Download and install (where applicable) the trading platforms (the 'Software') or use a web-based version of the Software (where available) and you need to ensure they are accessible and operational.
2. Use your access codes to log-in to the Application trading platforms. It is also your responsibility to keep your Access Codes private and confidential.

14.2 Further to the above, you are responsible for ensuring that you are able to access our Software when you need to and during the times the Software is available. Your responsibility extends to ensuring you have access to a reliable internet connection or any other necessary connection and maintaining any devices used to this end.

14.3 The Software may have been developed by a third party independent of CDJ Social Stocks Ltd. While CDJ will make every effort to ensure that the Software functions correctly for providing our services under this Agreement by performing reasonable tests, we cannot guarantee that the Software is completely free of errors or deficiencies.

14.4 We will make reasonable efforts to keep the Software and related systems up to date. Maintenance, including shutting down, restarting, or refreshing servers to ensure the effective operation of the Software, may be performed by us or relevant third parties. Such maintenance may result in temporary inaccessibility or inoperability of the Software. We will strive to schedule maintenance outside of trading hours. However, you accept that we will not be liable for any losses, including financial losses or missed opportunities, resulting from maintenance activities or actions or omissions by CDJ and/or third-party software providers. We will make every effort to ensure that the Software and related systems are available.

15 Payment Method

- 15.1** In order to put money into your CDJ account, you will need to link your account to a current account, debit card, credit card. The funds shall be transferred into the Client's CDJ Account, from an account belonging to or held in the name of the Client (the "**payment methods**"). The company may allow the Client to use more than one payment method but is not under such obligation. We may accept different payment methods in different countries
- 15.2** The payment method must belong to you and must be in your name. We do not accept money from people who are not you. We may require you to provide us with documents to verify the details, and the ownership of your payment method. If we cannot verify the details of your payment method, or if we cannot verify that the payment method belongs to you, you will not be able to deposit money into your CDJ account, and therefore will not be able to use our Services.

16 Inactive and Dormant Accounts

- 16.1** Your account shall be rendered inactive if you have not engaged in any transaction such as trading activities (buy/sell) which have been carried out by or on the instructions of the account holder and has no active position for the period of 12 months from the date of account opening. The Company reserves the right to close such an account and render it dormant, subject to sending a relevant prior notification to the Client's last correspondence details or via the application. Dormant accounts with Zero credit balance will not incur a maintenance fee.
- 16.2** Where your account is inactive for a period 12 months with a positive balance (i.e. there are funds available on your account) and during that period no transactions such as trading activities (buy/sell) which have been carried out by or on the instructions of the account holder and we are unable to contact you after we take reasonable efforts to achieve this, we will have the right to cease treating those funds as Client Money. The Company reserves the right to close such an account and render it dormant, subject to sending a relevant prior notification to the Client's last correspondence details or via the application. Inactive/ Dormant accounts with positive balances will incur a €10 monthly maintenance fee or from any remaining available balance.

17 Money Transfers (deposits and withdrawals)

- 17.1** Paying money into the CDJ account (referred to as "deposits")
- 17.2** You can pay money into your CDJ account by using one of the payment methods mentioned in clause 14.1. We do not accept cash or cheques.
- 17.3** In the case your payment method charges us a fee, for example, a payment transfer or a payment processing fee or currency conversion, we may charge you a "transfer fee". Our transfer fees are set out on our website. Any external charges related to the execution of incoming and outgoing Client's transfers are carried out by you

- 17.3** Your money will show in your CDJ account as soon as we are satisfied that it comes from you and any other checks required by Applicable Regulations (including but not limited to anti-money laundering requirements) have been completed.
- 17.4** The amount of money permitted to be paid in a CDJ account may be subject to limitations which will be communicated to the Client in advance in case such limitations will be imposed.
- 17.5** We may transfer back any money originating from a payment method that is not in the Client's name. In case any fees are charged to CDJ in relation to such a transfer, an equal amount shall be deducted from the money which will be transferred back.

18 "Withdrawals"

- 18.1** Taking money out of the CDJ Social Stocks Ltd Account (referred to as "withdrawals")
- 18.2** Subject to the provisions of these Terms, you can take money out of your CDJ account by making such a request via the Online Platform.
- 18.3** You can withdraw money from your CDJ Ltd account by transferring it back to the payment method it originated from, provided that there are no legal or regulatory restrictions preventing such transfer. We may, but not under an obligation to, allow you to withdraw money by transferring the money to a payment method other than the one it originated from, provided that we verify that such payment method is in your name and that it belongs to you and is an approved payment method in accordance with Applicable Regulation and regulations (subject to any Applicable Law and regulatory restrictions, including AML restrictions).
- 18.4** We may refuse your withdrawal request in case such a withdrawal leaves your CDJ account with insufficient funds to settle any outstanding transactions and/or fees or charges.
- 18.5** The amount of money permitted to be withdrawn from your CDJ account may be subject to a maximum limit, intended to protect your funds against fraud, and such limit will be communicated to you on the Website.
- 18.6** We may charge you a withdrawal fee each time you make a withdrawal. In case the Company imposes such a withdrawal fee, these will be published on the Website.
- 18.7** We will process a valid and complete withdrawal request by the end of the following business day. Our processing may be delayed or declined if required under Applicable Regulations, including if we have an AML concern. We may, or may not be able to, disclose to you the reasons for such delay or rejection. Please note that once your withdrawal request has been processed it might take a few days for your payment processor to update the balance in your account, depending on your payment processor's policy and procedures.

- 18.8** If you take money out of your CDJ account after 11.00 am Eastern European Time, or on a nonbusiness day, we may not process your withdrawal request until the next business day. When we say business day, we mean Monday to Friday, but not a public or a bank holiday.

19 Currency Conversion

- 19.1** Any money paid into your CDJ account must be made in EUR or another currency approved by the company.
- 19.2** You are responsible for the foreign currency exchange risk arising from any conversion of money to or from the EUR in or out of your CDJ account.

20 Placing an Order - Entering into transactions

- 20.1** You shall place Orders via the trading / Online Platform, after identifying yourself with your username and / or password, depending on the platform.
- 20.2** You shall be responsible for any Orders submitted and for the accuracy of information. We shall not be liable for any losses incurred by You due to an inaccurately placed Order, interruption of the connection.
- 20.3** In case you are eligible and obliged to obtain a Legal Entity Identifier (“LEI Code”), you shall communicate to the company its LEI Code. The client acknowledges that the company will not be able to execute or transmit for execution on behalf of a client who is eligible for LEI Code but does not have one.
- 20.4** You acknowledge that the indicative buy or sell price for a Financial Instrument displayed on the Online Platform will be rounded to two decimal places. Additionally, you acknowledge that, at the time of purchasing or selling a Financial Instrument, the transaction amount will also be rounded to two decimal places.
- 20.5** Reasonable efforts will be made to transmit your order promptly upon receipt, in line with your best interests and the company’s Best Execution Policy. However, we reserve the right, at our sole discretion, to delay the transmission or execution of the order if it is determined that doing so may be in your best interest or can be reasonably justified.
- 20.6** After an order is placed, we may send a confirmation of receipt; however, this does not constitute approval. You understand that we will act on the instructions of a duly submitted Order without any obligation to seek further confirmation from you. We accept no responsibility for processing or executing a properly submitted Order that you later claim was made in error or placed accidentally.
- 20.7** For an order to be effective, it must be approved by us. You agree that we reserve the right to reject or interpret an Order at our sole discretion, in accordance with Applicable Regulations and standard market practices.

- 20.8** Orders can be placed with us during our working hours and will be transmitted for execution during the market hours of the relevant financial market. You acknowledge that market hours for different financial Instruments may vary, and it is your responsibility to be aware of the specific market hours, which are available on our website.
- 20.9** We cannot guarantee that the execution price will match your requested order price. Due to market volatility, price fluctuations may occur between the receipt and execution of the order. The order will be executed at the first or next best available price, following our Best Execution Policy. We are not liable for any losses arising from discrepancies between the order price and the execution price.
- 20.10** If an order is placed outside of market hours or during market suspension, it will be transmitted and executed as soon as the relevant market reopens, at the first or next best available price in line with the Best Execution Policy which is available on our website. You acknowledge and understand the risks associated with placing orders outside ordinary market hours which may entail, among others, lower liquidity levels, increased volatility, and price changes due to news announcements. The Client may cancel such orders at any time before the market reopens.
- 20.11** You are solely responsible for the actions of your appointed authorized persons for the purpose of transmitting orders and shall be precluded from raising a claim against us for any fault in the transmission of the order in relation to the person transmitting the order. We shall not be held liable for any faults in the order transmission by an authorized person. You shall be bound against us for every order transmitted in your name via an authorized person and your only claim shall be confined exclusively to claims against the person transmitting the orders. Any order transmitted by an authorized person in your name will be binding. You are responsible for notifying us in writing if the authorization of such a person has been revoked. Each transaction which shall have been carried out prior to the sending of the notification acknowledgement of us with regards to the revocation of the said authorization by you shall be deemed valid, as well as its subsequent settlement and clearing and you shall not be able to claim any indemnification of any nature us on account of the execution of the said order.
- 20.12** You acknowledge and agree to bear all risks associated with order receipt and transmission, including and not limited to errors, misinterpretations of orders sent, delays or other problems due to technical or mechanical failures, as well as the risk that the orders may be placed by a person not authorized by you. You accept that, except in cases of fraud or willful deceit by us, we shall bear no responsibility at the reception and transmission or execution of an order, with regard to the order's content, the identity of the person placing the Order or whether such person is duly authorized by the Client to dispose funds or financial instruments on your behalf, nor for any delay in the reception and transmission or execution of the order.
- 20.13** We may use third-party service providers for order execution. We will conduct necessary reviews to ensure that third party adheres to its Best Execution Policy. However, we will not be liable for any acts, omissions, negligence, or willful defaults by such providers. You assume the risk of third-party bankruptcy or insolvency.

- 20.14** Order execution statuses will be available on the Online Platform, where you can also generate statements for any period of executed Orders.
- 20.15** We may aggregate your orders with other orders, provided it does not disadvantage you overall. However, you acknowledge that aggregation may result in a less favorable outcome for a specific order. We may agree with third party service providers to execute orders, and you hereby accept to be bound by the terms and conditions of such an agreement and agree further that we shall not be responsible for any act or omission of any of such third-party service providers, for any negligence or willful default on our part in the selection and appointment of such third-party service providers. But without limitation, you hereby agree to bear the risk of bankruptcy or insolvency of any such third-party service provider.
- 20.16** In case a third-party service provider is used for execution, we will undertake the necessary reviews to ensure that such third-party service provider has acted in accordance with our Best Execution Policy and will deliver you an order execution confirmation.
- 20.17** By signing the Agreement, you confirm that you have read, understood, and agreed to the Company's Best Execution Policy. You also give your consent to your order being executed outside of a Regulated Market, Multilateral Trading Facility (MTF), or Organized Trading Facility (OTF) when such an action is required.
- 20.18** We provide you with the option to request a transaction for multiple Financial Instruments in a single order. Such orders are referred to as "Playlists" on the Online Platform. This feature allows you to specify
- 1) the total monetary amount you want to invest,
 - 2) the Financial Instruments that will be purchased with such total monetary amount, and
 - 3) the percentage of the total amount that will be utilized for the acquisition of each Financial Instrument selected.
- You have no limit to the number of Playlists you can create. Each Playlist, containing the selection on each of points (1)-(3) in this clause above, will be marked with a different name on your CDJ account. A Playlist is considered to be a single order. The fees applicable to a single Playlist are the same as the fees applicable to any single order. Any reference to an "Order" in the provisions of these Terms and Conditions and this Agreement in general, applies equally to a Playlist.

21 Entering into transactions – Modifications, Cancellations and Rejections

- 21.1** You may request to cancel or modify an order which we have not executed. However, we cannot guarantee that we will be able to carry out your request. This will depend on the product that you are trading.
- 21.2** Subject to the terms contained in this Agreement, we are not required to accept every order that you make and reserve the right to decline any order or transaction. If we have accepted your order, we are not required to complete/execute every order. We provide below a non-exhaustive list of examples of situations where we may not accept an order, not execute or complete an order, or cancel an order:

- a) if we reasonably believe the security of your CDJ account is at risk, or if we're concerned about unauthorized or fraudulent use of your CDJ account. This might happen if we think someone is using your CDJ account without your permission;
- b) if you have insufficient balance in your CDJ Account to cover any losses, fees, costs, charges associated with the order plus any associated fees, charges and applicable margin;
- a) if we reasonably believe that there is an irregular behavior in light of your past activities (for example, if you have placed an order with an amount that is unusually large, or you have requested an excessive number of units compared to his previous transactions);
- b) there is a change in Applicable Regulations, which means that the order is no longer in compliance with Applicable Regulations, including if the underlying product of your order is otherwise impacted by sanctions, anti-money rules or any other applicable regulatory, self-regulatory or governmental authority requirements that prevents us, per our internal policies and discretion, from executing your order;
- c) if an issuer of a financial instrument which is the subject of an order has undergone corporate reorganization (i.e. takeover, merger, de-listing) or insolvency;
- d) if a trading venue requests or recommends that the order is cancelled;
- e) if we deem that the Order may be linked to market manipulation, or that or may constitute insider trading;
- f) an "Event of Default" occurs. We explain what an Event of Default is in clause 31 – "Event of Default"; and/or
- g) a "Force Majeure" occurs. We explain what a Force Majeure is in clause 32– "Force Majeure".

21.3 We may, at our sole discretion, place limits on the minimum and/or maximum order sizes that we accept on our platform, as well as the number/volume of orders that we will accept from our clients or client's account.

21.4 If we do not accept your order, complete/execute your order, or cancel your order, we will inform you by making that information available on our trading platform, unless there is a legal reason that we cannot provide this information to you. If we charged you a fee as part of the order, we would refund that money into your CDJ account. If there were no fees or charges, then you will not receive a refund of any fee.

21.5. If we have executed your order, and therefore a transaction has occurred, we may take corrective actions and either modify the transaction, or void the transaction, under the scenarios listed in clause 20.2

above. We will inform you of errors by making information available on our trading platform, including any corrective actions we intend to take.

21.6 You accept that we shall not bear any responsibility for any losses incurred because of any acts or omissions taken by us in relation to this sub-section entitled "Entering into transactions – Modifications, Cancellations and Rejections".

22 Margin. Settlements between the Parties

22.1 For each open position we shall block a part of the funds deposited by you as collateral. These funds are known as "Margin" and cannot be withdrawn by you. Detailed information on the current Margin rates is available on the Website.

22.2 By signing this Agreement, you agree to maintain at all times an appropriate Margin level and you are required to independently monitor the compliance of the Margin and recover it immediately when it drops below the required minimum.

22.3 You unconditionally agree that in case your account balance falls below the minimum required Margin, we are authorized to close partially and/or fully your open positions at the current market prices without any prior notice, in order to prevent you of incurring losses that exceed the Free Funds available in your Account.

22.4 You hereby agree with the price levels at which the positions will be closed in case of lack of sufficient Margin. You shall be immediately notified about the closed position via the trading platform which provides access to your account, as well as by an automatically generated message sent to your email.

22.5 In case you fail to provide the required Margin (if the total of your Account balance falls below the minimum Margin required for the respective instrument), we shall inform You about the shortage via the trading platform and by means of an automatically generated email sent to you, when possible.

22.6 The measures under clause 21.5 shall apply when the shortage exceeds 50% (fifty percent) of the Margin required to keep and maintain the open positions.

22.7 The above-described procedure in articles 21.5 and 21.6 in case of Margin shortage are automatically set in the trading online Platform and are activated with no human intervention, so there cannot be any subjective attitude or deception by our employees.

22.8 The procedure under articles 21.5 and 21.6 will be executed to protect you from the accumulation of large losses that would be expressed in a negative account balance, but that protection is not available to professional clients and eligible counterparties. Thus, you shall be prevented from incurring any additional liabilities which exceed the funds in the Account.

22.9 You shall have the right to withdraw money from the Account up to the amount of the Free Funds. No payments to third parties from your account shall be allowed. Bank deposits from third parties to your

Account shall not be accepted either. You shall have the right to transfer money to Our bank accounts only after signing the Agreement with Us and after receiving a username and password to access the trading platform.

22.10 We reserve the right to implement a minimum withdrawal amount limit to your Account without prior notice and at our sole discretion.

23 Transaction Records

23.1 Information about your trading activities, which include records of the trades that you've concluded, your open positions, margin, cash balances as well as other information about your trades and orders, is available online in your CDJ account (we call this the "Account Information").

23.2 Your account will be updated no later than 24 hours after any activity takes place. You will be able to filter this information in different ways. We are under no obligation to provide this information in hard copy or by email.

23.3 If you think there is a problem with your Account Information, please contact us as soon as possible by email through our customer relationship via support email available on our website.

23.4 We are required to keep your records, including the Account Information, for at least five years after your account is closed. This period may be extended by Applicable Regulations or agreement between us in writing. These records will be our sole property.

24 Rules of Trade

24.1 When using our Services, you are required to comply with the following rules:

- 1** You must not reverse engineer or bypass any security measures on the trading platform;
- 2** You must not use any software, artificial intelligence, high-speed technology, or mass data entry tools that could manipulate, exploit, or give you an unfair advantage when using our systems or Services;
- 3** You must not engage in trades designed to manipulate the platform, such as simultaneously placing both buy and sell orders for the same or similar products at the same or nearly the same time;
- 4** You must not engage in transactions or combinations of transactions, such as holding both long and short positions on the same or similar instruments at the same time, either on your own or in coordination with others, with the intent of manipulating the platform for financial gain.
- 5** You must not engage in unfair, abusive, manipulative, or illegal practices, such as scalping, when using our Services;
- 6** You must not engage in trades intended to exploit pricing errors or execute trades at off-market prices; and
- 7** Your orders must comply with exchange rules and relevant securities or commodities laws and regulations and must not be intended to defraud or manipulate the market.

24.2 If you earn profits through a violation of these rules, we reserve the right not to pay those profits to you or, if they have already been paid, to deduct them from your account.

24.2.1 Any violation of these rules will be recorded, and we may take action including canceling your orders, freezing or terminating your account, suspending our Services, or terminating our Agreement with you. We may do so without notice, unless required otherwise by Applicable Regulations.

25 Fees, Costs and Charges

25.1 Details of all commissions, fees, costs and charges which you are expected to incur in relation to the provision of Services are found on the website as “Conditions and fees”

25.2 You hereby agree to pay all commissions, fees, costs and charges as communicated to you on the Website.

25.3 We may update our commissions, charges, fees and costs from time to time. It is your responsibility to keep up to date with any changes, and to be aware of the commissions, charges, fees and costs that apply to your trades and the Services that you use.

25.4 We will charge a fee to you for each Order transmitted for execution on your behalf. Fees will be charged in accordance with the Fee Schedule, which is accessible via the Company's Website and Online Platform. Any fee estimates provided are non-binding, as the actual fee may vary due to factors such as market conditions between the time you place an Order and the time we execute or transmit the Order for execution.

25.5 We may apply fees to your CDJ Client's account for deposits or withdrawals under the following circumstances:

- a) If you make a deposit and the payment method incurs a fee to us, such as a payment transfer or processing fee, a transfer fee may be charged you.
- b) If we return any money which comes in from a payment method that is not in your name and we are charged a fee for returning your money, we will deduct an amount equal to that fee from the money which we are returning.
- c) We charge a fee when you withdraw money from your CDJ account.
- d) In the case of currency conversion requests, or if we need to convert your funds into USD or another applicable currency, a conversion fee will be charged.

25.6 For specific services, other fees may also apply. You must read the “Conditions and fees” which apply to the service in the relevant section on the Website.

25.7 You acknowledge that all amounts due to us shall be deducted from your CDJ account balance without any additional consent from you and hereby you authorize the Company for any such action.

25.8 We also reserve the right to pass on any custody or third-party charges which, if applicable, will be notified to you in advance. You acknowledge that additional charges may be payable when dealing with overseas financial instruments.

26 Community Guidelines

26.1 Upon the opening of a CDJ Account, you will have access to the social features of the Online Platform referred to as “Community” that allows you to interact and share content with each other. Such features include, among others, the ability to:

- a) create a profile page that can be personalized by adding a profile picture and a short biographical note, which can be visible to other clients;
- b) post content that is visible to and can be commented on/liked by other clients;
- c) search and find other Clients to connect with;
- d) “follow” or “subscribe” to the content shared by other Clients;
- e) view trades performed by other Clients;
- f) send invitations to persons in the Client’s mobile contacts lists to join the Online Platform.

26.2 Whenever you interact in any way with any other client via the Online Platform (such as by posting content) or use the Online Platform’s social features in general, you need to abide by the “**Community Guidelines**” which form part of the Agreement between you and CDJ Social Stocks Ltd and are available on the Website.

26.3 We have the right to review and monitor your activity and posts. If you are in breach of the rules stated herein and/or the Community Guidelines, we will record such breach and hold the right to:

- a) remove/delete your post;
- b) temporarily suspend your access to the Online Platform’s social features (In such case you will receive a notification from us to this end);
- c) inform the relevant authorities about the breach and aid them in investigating such breach, if required under the Applicable Regulations and regulations.

26.4 In addition to the Community Guidelines:

- a) You must make sure that all content you post belongs to you or that you have a right to post that information and that you do not violate the privacy rights, publicity rights, copyright, contract rights or any other rights of any individual or make derogatory remarks, defame or otherwise criticize any person or entity. You shall be liable for any damage resulting from any infringement or other violation of the copyright, trademarks or other proprietary rights of any individual or entity, and for any other harm or losses resulting from any content that you post;
- b) You must not post any personal or security information about yourself, your CDJ account, or about anyone else or their CDJ account, and you must not try to obtain the personal or security information of someone else;

- c) You must not provide investment advice, portfolio management services or any other type of service which requires you to be authorized by a regulator;
- d) You must not advertise or promote another business or service, or any type of commercial content including spam; and
- e) You must not post anything which is abusive, inciteful, defamatory, harassing, insulting, sexually explicit, offensive, racist, rude, hateful, threatening, violent, or illegal.

26.5 You hereby acknowledge that we may not review all the content shared by other clients on the Online Platform and we cannot be held responsible for such content's use or effects. Content shared on the Online Platform by clients does not in any way constitute advice or recommendations or endorsements by or on behalf of us. You are responsible for taking all necessary measures and precautions to protect yourself and your devices from viruses and any other potentially harmful content.

26.6 When you share, posts or upload content via the social features of the Online Platform, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to host, use, copy, duplicate, modify, store, present, display, distribute, translate and/or publish all or any part of your content, and we shall be free to use such content, in any and all media or distribution methods available, on an unrestricted basis and without any attribution or royalties or other compensation to you, including without limitation, the Website, advertisements, in printed media, and in newspapers. This license expires when you delete the content of your CDJ account. Content shared, posted or uploaded can be deleted on an individual basis, or all at once when you terminate and thereby delete your CDJ Account.

26.7 You should not make investment decisions based on information provided by individual traders (who may be anonymous or unidentifiable), such as details of the trades they make, or any opinions expressed by them on the CDJ platform. Content on CDJ social trading platform which is generated by members of the CDJ Community does not contain advice or recommendations, or endorsements by or on behalf of CDJ Social Stocks Ltd.

27 Market News and Information

27.1 We may provide you with access to news, research and market information relating to financial instruments which are prepared and/or provided by third parties ("**Market News and Information**"). Such information is the property of such third parties and/or their licensors who are solely responsible for its content and is protected by law. You agree not to reproduce, distribute, sell or commercially exploit such information in any manner without written consent of such parties. Access to such information does not constitute part of the Services, and we reserve the right to terminate your access to such information.

27.2 We, or the relevant third parties, which provide Market News and Information, do not guarantee that the Market News and Information we provide is always accurate, correct, or up to date although we will take reasonable steps to ensure that it is. Importantly, Market News and Information is not financial

advice, and we are not responsible or liable for any action which you take or do not take based on such Market News and Information. If you want to use the information to help you with your own investment decisions, you do this at your own risk.

Part 3 – Understanding of Both Parties

28 Rights of the Parties

Limitations of Liability

- 28.1** CDJ Social Stocks Ltd and its employees, agents, delegates or associates shall not be held liable for, any loss or damage or expense incurred by the client or any authorized Person(s) in relation to, or, directly or indirectly, arising from but not limited to:
- a) acts, omissions or negligence or insolvency, including for any information provided by any third party;
 - b) action or inaction we take in accordance with our rights under the Agreement, including under clause 20 ("Entering into transactions – Modifications, Cancellations and Rejections", clause 30 ("Event of Default"))
 - c) action taken by any government or regulatory body, legal authority, technical delays, technological malfunction, loss of data and records, destruction of hardware, software or connection bugs, or any planned or essential maintenance to the Company's systems;
 - d) any delay, failure or inability by us to perform any of its obligations under the Agreement as a result of as events due to circumstances beyond our control including any "Force Majeure Event" as defined in clause 31;
 - e) damage, costs, loss, liability, claims for compensation, or expense incurred or suffered by you, directly or indirectly, under or in connection with trading on a digital platform.
 - f) any action taken by the Company as a result of Applicable Regulations and regulations, or a change in such;
 - g) any action taken as a result of a breach of the Agreement by the you;
 - h) any acts, omissions or negligence of the Authorized Person(s);
 - i) materialization of any of the risks and warnings set out on our Risk Warning document;
 - j) any changes in the rates of tax;
 - k) actions, transactions, instructions, your orders under the Agreement.
- 28.2** We shall in no circumstances be liable to you for any consequential, special or indirect losses, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs, expenses or damages you may suffer in relation to the Agreement.
- 28.3** The Services, our platform, and the information we provide in the CDJ Community and on our platform, are provided "as is" and "as available", without any representation or warranty of any kind, including that it will be without interruption, error free, or will meet your individual requirements, or compatible with your hardware or software, except as otherwise set out in this Agreement.

29 Termination

- 29.1** You can terminate the Agreement at any time and for whatever reason and without any penalty by providing us with an immediate notice via email using your registered e-mail address, or via our support center through the application provided that there are no open positions on your Account, nor are there any outstanding obligations to us.
- 29.2** We can terminate the Agreement at any time and for whatever reason by providing you with a minimum of 7 days' notice, except in the event of any of the provisions set out in the clause below occurring. Where we decide to terminate the Agreement, we will specify the termination date and close any open positions on your Account.
- 29.3** We shall terminate the Agreement with immediate effect, notwithstanding any other action, in the event of:
- a) a breach of any part of the Agreement by you;
 - b) where we have reasonable grounds to believe that you have not acted in good faith, this includes, but it is not limited to you hedging your exposure using multiple trading Accounts, whether under your same profile or in connection with another Client;
 - c) an issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up procedures involving you;
 - d) your death or incapacity (please note that in the event of death, any funds available in your Account(s) shall form part of your estate);
 - e) a breach of any Applicable Regulations by you, including, but not limited to any applicable anti money laundering laws and regulations;
 - f) you have acted contrary to our 'Order Execution Policy' or any other of our policies or procedures;
 - g) All accounts being inactive for a period of 12 months.
- 29.4** Termination of the Agreement shall not imply that any of your or our responsibilities cease to exist. Upon termination:
- a) any amount due;
 - b) any expenses incurred by us as a result of the termination of the Agreement; or

- c) any damage arisen after an arrangement or settlement should be settled immediately. Unless both parties agree in writing or otherwise, any amount due or outstanding will be deducted and/or credited to the Clients' Account.

29.5 If upon termination of the Agreement, we need to transfer any amount available in your Account(s) to you, such a transfer will be net of any outstanding amount due, (except where we are prohibited to do so by law)).

30 Custody

30.1 You authorize us to hold any securities purchased through our platform on your behalf until we receive further instructions from you to sell them. This arrangement, known as "custody," designates us as your "custodian".

30.2 We will hold the securities on your behalf in compliance with Applicable Regulations or may arrange for custody services to be provided by a third-party company, referred to as a "sub-custodian." We are not responsible for any actions, omissions, insolvency, or dissolution of the sub-custodian, unless your losses result from our fraud, willful misconduct, or gross negligence.

30.3 When holding securities on your behalf, we implement measures to ensure their protection and safeguard your ownership rights, including:

- a) maintaining accurate records and accounts that allow us to distinguish your assets from those of other clients and from our own at any time without delay;
- b) ensuring the accuracy of these records and accounts, specifically reflecting the securities held for you;
- c) regularly reconciling our internal accounts and records with those of any sub-custodians; and
- d) ensuring that any securities deposited with a sub-custodian are separately identifiable from both our assets and the sub-custodian's assets.

30.4 We will maintain detailed records of all your securities held by the custodian or sub-custodian, ensuring that they are clearly identified as being held on your behalf, for your benefit, and not as property of the custodian or sub-custodian

30.5 We will apply due skill, care, and diligence in the selection, appointment, and periodic monitoring of any sub-custodian, as well as in overseeing the arrangements for the holding and safeguarding of your securities.

30.6 When your securities are deposited with a sub-custodian for safekeeping, there may be circumstances, as required by the laws of the country where the securities are held, in which the sub-custodian may

have a security interest, lien, or right of set-off over your securities, allowing them to dispose of the securities to recover debts that are unrelated to you or the services provided to you.

- 30.7** As indicated above, your securities will be pooled together with our other clients' securities (we call this an "Omnibus Account") with a third-party depository in the name of CDJ Social Stocks Ltd on behalf of our clients. In such a case, it may not be possible to separate your securities from those of other clients.
- 30.8** In the event of insolvency or similar proceedings involving a third party, we may only hold an unsecured claim against that party on your behalf. As a result, you may be exposed to the risk that the funds received from the third party may not fully cover your claim on the relevant account. We do not accept any liability or responsibility for any resulting losses.
- 30.9** Furthermore, if we or our third-party nominee becomes insolvent, your securities may not be immediately identifiable through separate certificates, physical documents, or equivalent electronic entries in the register. Instead, your claim will be against the Omnibus Account, which could delay the identification of your securities versus those of other clients. This additional time may increase the risk of financial loss. In the event of an unreconciled shortfall due to a custodian's default, you may share proportionately in that shortfall.
- 30.10** If you have not instructed us about the securities in your CDJ account (e.g., to sell the securities) and we are unable to trace you despite having taken reasonable steps to do so we will stop treating your securities as client assets after a prescribed period of time, in accordance with Applicable Regulations. We will try to contact you before we do this.

31 Default

31.1 Each of the following will constitute an "Event of Default":

- a) if you fail to pay within thirty days, any fees, charges and or liabilities on your CDJ Account and/or other amount due under the Agreement where the Company requested such payments;
- b) you enter into liquidation or bankruptcy, whether compulsorily or voluntarily, or a procedure is commenced against you seeking or proposing liquidation or bankruptcy, or you are generally unable to pay your debts as they become due (or you confirm so in writing);
- c) you enter into liquidation or bankruptcy, whether compulsorily or voluntarily, or a procedure is commenced against you seeking or proposing liquidation or bankruptcy, or you are generally unable to pay your debts as they become due (or you confirm so in writing);
- d) you become subject to an administration order or have a receiver or similar appointment, or order are made, or proceedings commenced in respect of any of your assets;

- e) we consider it reasonably necessary to prevent what we reasonably consider to be or might be a violation of any Applicable Regulations (including but not limited to, fraud, market abuse);
- f) if you commit a material breach of any term of the Agreement;
- g) If you die or declared absent or become of unsound mind (if the Client is a natural person);
- h) you, or we reasonably believe that you are in material breach of any term of the Agreement, including any material misrepresentation to us; and/or
- i) You have, or we reasonably believe that you have, acted in an unfair or abusive manner, for example, by breaching the rules of trading.

31.2 If an Event of Default occurs, unless otherwise prescribed by Applicable Regulations, we may, in our absolute discretion, at any time and without prior notice, take one or more of the following steps:

- a) close out all or any of your open positions at current market prices;
- b) exercise the lien or charge that we have on the products that we hold for you and the money in your CDJ account; and/or
- c) temporarily suspend or close your CDJ account.

32 Force Majeure

32.1 Neither you, nor the Company shall be held liable for consequences of any delay, failure or inability to fulfill obligations contained herein if such delay, failure or inability results from events beyond its reasonable control (a **"Force Majeure Event"**).

32.2 A Force Majeure Event shall include, without limitation, each of the following:

- a) any fire, strike, riot, civil unrest, terrorist act, war or industrial action;
- b) acts of God, flood, earthquake, tornado, hurricane, drought or other natural disaster;
- c) any epidemic, pandemic or public health emergency of national or international concern;
- d) collapse of buildings, fire, explosion or accident;
- e) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations;
- f) nuclear, chemical or biological contamination or sonic boom;

- g) any act or regulation made by a government, supra-national body or authority that our reasonable opinion hinders it from maintaining an orderly market in relation to the Financial Instruments;
- h) a financial services moratorium having declared by a government, supra national body or authority;
- i) the suspension or closure or nationalization of any exchange or market;
- j) imposition of limits or unusual terms by a government on any Financial Instrument and/or its derivative traded on our platform;
- k) significant disruptions to markets and/or excessive changes to the price, supply or demand of any product;
- l) breakdown, failure or malfunction of any electronic, network and communication lines, including power, electronic or equipment failures and hacker attacks;
- m) the failure of any supplier, third party service provider, financial institution, liquidity provider, intermediate broker, agent, custodian, sub-custodian, dealer, exchange, clearing house or regulatory organization to perform its obligations to us; and
- n) liquidity providers not providing or being unable to provide liquidity to us. Liquidity describes the degree to which a product can be quickly bought or sold at a price reflecting its appropriate value; and/or
- o) an event which significantly disrupts the market, which could include (but is not limited to) the premature close of trading in the market of a product, excessive movements in the price, supply or demand of a product, whether regulated or unregulated, that our Services relate to.

32.3 If a Force Majeure Event happens, the availability and speed of our service, including our platform, website, our execution of your order, the availability of the different functionalities which we may provide as part of our Services including instructions which you may give in respect of a trade, as well as any of our obligations under this Agreement may be delayed, may not be available, or may not be carried out. We will not be liable to you for any losses which you incur as a result.

32.4 If we determine in our reasonable opinion that a Force Majeure Event has occurred or is occurring, will, in due course, take reasonable steps to inform you but may without prior notice and at any time take any, or a combination or all of the following steps:

- a) limit the availability of instructions that you can give in respect of an order or trade;
- b) cancel orders which are affected by the Force Majeure Event;
- c) Refuse to accept orders from Clients

- d) close out any or all open transactions at such prices we reasonably think is proportionate;
- e) suspend or modify the application of any or all terms of the Agreement if the Force Majeure Event makes it impossible or impractical for us to comply with them;
- f) change the trading hours for a product; and
- g) reject any deposit or withdrawal requests and change its costs and fees;
- h) If you lose money as a result, we will not be liable to you;
- i) take or omit to take all such other actions as we deem to be reasonably appropriate in the circumstances with regard to our position and your position

32.5 We will use commercially reasonable efforts to resume normal performance of our Services after a Force Majeure occurs.

33 Warranties

33.1 You acknowledge, represent, and warrant that:

- a) You are over 18 years of age and have the legal capacity to enter into this Agreement;
- b) You are legally eligible to enter into a binding agreement with us in accordance with the laws applicable to your jurisdiction;
- c) You are solely responsible for complying with all Applicable Regulations in your jurisdiction, including any exchange control restrictions, and have obtained any necessary approvals for such controls;
- d) You have obtained all necessary consents and possess the authority to enter into this Agreement and/or use the Services;
- e) If you are a corporation, unincorporated association, trust, or partnership, you are validly constituted under Applicable Regulations and have secured all necessary consents and authorizations required by your constitutional or organizational documents;
- f) Unless otherwise agreed by us in writing, you are acting on your own behalf and not as an agent, attorney, trustee, or representative of any other person;
- g) All information and documents you provide are true, accurate, complete, and not misleading;

- h) You are not employed by any exchange, a corporation in which any exchange holds majority ownership, a member of any exchange, or a firm registered with any exchange, bank, trust, or insurance company that trades in the underlying assets you hold;
- i) Our assessment of your use of the Services is based on the information and documents you provide, and we are entitled to rely on them. We are not liable for any damages or losses resulting from inaccuracies in the information or documents you provide;
- j) You will only access and use our Services for your personal benefit;
- k) Your entry into this Agreement, use of the Services, and the provision of any instructions will not violate any Applicable Regulations, rules, or regulations;
- l) All funds you use or invest through the Services do not originate from any unlawful activity, including drug trafficking, abduction, terrorism, or any other criminal activity; other than in exceptional circumstances you will not send funds to your account from any bank account other than as stipulated in the registration data. Whether exceptional circumstances exist will be determined by us from time to time.
- m) You have not and will not upload or transmit any malicious code to the platform, nor will you use any device, software, algorithm, or trading method that seeks to manipulate the platform or Services;
- n) You will use the Services provided under this Agreement in an honest, fair, and good faith manner.

33.2 If you breach any warranty or representation made under this Agreement, we may close any orders or trades that you have made, and/or close or freeze your CDJ account. You will also be required to fully indemnify us due to any contraventions by you of Applicable Regulations.

Part 4 – General Legal Terms

34 Bereavement

34.1 In the event of your death or incapacitation, your legal heirs or representatives must submit officially authenticated legal documents from the appropriate authorities in the relevant jurisdictions to request the withdrawal of any remaining balance in your CDJ account. Withdrawals will only be permitted after we have reviewed and verified these documents and are satisfied that the requesting party has the proper authority to act on your behalf.

35 Novation

- 35.1** Subject to the provisions of the Applicable Regulations as well as any conditions imposed by Cysec on such action, we may assign, transfer, and/or novate these Terms and Conditions, as well as any of our rights and/or obligations, to another appropriately regulated firm. Should we do so, we will provide you with 10 days' prior notice. We will make reasonable efforts to ensure that your rights under the new assignment or novation will remain comparable to those outlined in the current Terms and Conditions and Schedules. By continuing to use the Services, you will be deemed to have accepted the assignment and novation; however, you may choose to cancel your CDJ account with us at any time.
- 35.2** You may not assign, transfer, or novate these Terms and Conditions or any of your rights and/or obligations to another party, whether by law or otherwise, and whether on a permanent or temporary basis, without obtaining our prior written consent and any purported assignment, transfer or novation in violation of this term shall be void.

36 Amendments in the Term and Conditions

- 36.1** We may periodically update these Terms and Conditions. For example, we may need to introduce new terms or amend existing ones to reflect changes in:
- a) Our business, Services, or products, or the way we provide them;
 - b) The systems we use; and/or
 - c) Applicable Regulations, regulations, or industry recommendations.
- 36.2** If we introduce a new term or amend an existing one, we will take reasonable steps to provide you with appropriate notice, including through our website. If you continue to use the Services after the changes are published, you will be deemed to have accepted and agreed to them. By continuing to use our Services, you acknowledge and accept the changes, though you may cancel your CDJ account at any time.
- 36.3** In certain cases, we may not notify you of a change to these Terms and Conditions, particularly if the change does not negatively impact you.
- 36.4** The most up-to-date version of these Terms and Conditions is available on our website.
- 36.5** We may modify, suspend, or discontinue all or part of our Services, either temporarily or permanently, with or without notice. We reserve the right, at any time and for any reason, to discontinue, redesign, modify, or enhance the software, the CDJ platform, and/or the Services, including but not limited to the structure, specifications, appearance, navigation, features, and other elements. You agree that we will not be liable to you or any third party (acting on your behalf) for any modification, suspension, or discontinuation of all or part of our Services.

36.6 Unless we notify you otherwise, any amendment shall take effect after 5 (Five) Business Days from the date of posting updated version of the Agreement, provided that no variation shall affect transactions executed or transmitted for execution prior or at the time of such variation. You acknowledge that a variation which is made to reflect a change of law or regulation may take effect immediately.

37 Severance

37.1 Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

38 Intellectual property

38.1 All content included in or made available through the Services, including but not limited to copyrights, trademarks, patents, service marks, domain names, trade names, design rights, software code, icons, logos, characters, layouts, know-how, trade secrets, buttons, color schemes, graphics, and other intellectual property rights ("IP"), is the property of CDJ, its affiliates, or its licensors and is protected by local and international intellectual property laws and treaties.

38.2 Subject to the terms of this Agreement, we grant you a limited license to install and use the CDJ platform solely for your personal use and benefit in accordance with this Agreement.

38.3 You may not, without our prior written consent or as otherwise permitted under these Terms and Conditions:

- a) modify, copy, display, distribute, or commercially exploit any IP or materials (including text, video, audio, or user interface design) from any part of the Services, including the trading platform;
- b) remove any proprietary notices from any IP;
- c) attempt to access or derive the source code of the trading platform; or
- d) attempt to disable, bypass, modify, defeat, or otherwise circumvent any protection system applied to or used as part of the Services.

38.4 The use of the Services does not grant you any rights beyond those explicitly outlined in these Terms and Conditions. Nothing on our websites or in communications with you shall be interpreted as granting, by implication or otherwise, any license or right to use any IP without our prior written consent.

38.5 If you create a hyperlink to one or more of our websites, the hyperlink and its context may not, without our prior written consent, suggest an endorsement, sponsorship, or affiliation with CDJ, its affiliates, or Services, and may not make use of any of our IP beyond the text of the hyperlink.

38.6 You agree to:

- a) make all reasonable efforts to protect our IP from infringement;
- b) refrain from knowingly or recklessly assisting or encouraging any third party to infringe on our IP; and
- c) promptly notify us if you become aware of any violation or suspected violation of our IP, or any unauthorized use of our IP.

38.7 If the CDJ platform includes third-party software, such software will be provided subject to this Agreement, and you must fully comply with the terms of any third-party software licenses provided to you. Please note, we do not offer support for third-party software or information.

38.8 Upon termination of this Agreement, your license to use the CDJ platform will be revoked, and you must cease using both the CDJ platform and any third-party software included within it.

38.9 If you encounter any issues with the CDJ platform or have suggestions for modifications or improvements, please notify us in writing. While we may incorporate your suggestions into the platform, we are not obligated to do so. Any modifications or improvements based on your feedback will remain the sole property of us and our licensors.

39 Regulatory Reporting

39.1 In compliance with reporting obligations under Article 9 of the European Market Infrastructure Regulation No. 648/2012 on derivatives, along with all related delegated, supplementing, or subsequent regulations ("EMIR") and applicable CySEC rules, we have delegated certain reporting functions to a third-party processor. Additionally, you agree and authorize us to perform delegated reporting services on your behalf, as we deem appropriate, in accordance with EMIR. You further agree to provide any information we request to enable us to meet our obligations under EMIR.

39.2 Where we are required to report transaction details and information about you to a regulator under Regulation No. 600/2014 ("MIFIR"), known as "transaction reporting," you agree to provide any necessary information we request to ensure our compliance with these obligations.

39.3 The parties hereby expressly consent to the transfer of information as required to fulfill the reporting obligations under Article 9 EMIR and applicable CySEC rules. This transfer will involve the disclosure of transaction data, including portfolio data, transaction valuations, collateral posted, and the identity of the parties involved. This information will be disclosed to a trade repository, the European Securities and Markets Authority ("ESMA"), and/or a delegated third-party processor. The trade repository or ESMA may share this information with national supervisory authorities in jurisdictions where data privacy laws may not offer the same level of protection as those provided in the Republic of Cyprus.

40 Tax Obligations

40.1 All amounts withdrawn from your account are gross amounts, meaning we have not collected, deducted, or paid any taxes on your behalf. You are solely responsible for calculating and paying any applicable taxes resulting from your trading activity on the CDJ platform. However, we reserve the right, at our sole discretion, to withhold and deduct any taxes due under applicable law. You will have no claim against CDJ for any such deductions.

41 Privacy and Confidentiality

41.1 You acknowledge and agree that we may collect documentation and information, including personal data as defined under the GDPR, directly from you, such as through KYC documentation, proof of identification, residential address, bank statements, payment method details, source of funds, and proof of funds. This data may also be collected from third-party sources, including credit reference agencies, fraud prevention agencies, third-party authentication providers, and other public register sources.

41.2 We will use, store, process, and handle your personal data in compliance with GDPR, and all applicable regulations, as outlined in the Company's Privacy Policy, which forms part of this Agreement and may be amended periodically. By entering into this Agreement, you acknowledge that you have read, understood, and agreed to the terms of the Privacy Policy.

41.3 You agree and provide informed consent that any personal data supplied to us including but not limited to personal information related to transactions and the Client's CDJ account, may be processed, transferred, disclosed, and retained by the Company in accordance with GDPR.

41.4 Any information provided by you shall be treated as confidential by us and will only be used or disclosed in connection with the provision of Services or for marketing purposes. Information that is already publicly available or known to us without a duty of confidentiality will not be considered confidential.

41.5 You consent to the transfer of personal data outside the European Economic Area (EEA) in accordance with GDPR.

41.6 You agree that the Company has the right to disclose your information, including confidential documents and recordings, under the following circumstances:

- a) When required by law or upon request from regulatory or enforcement authorities, courts, or similar bodies with jurisdiction over us;
- b) In judicial proceedings between us and yourself;
- c) To relevant authorities to investigate or prevent fraud, money laundering, or other illegal activities;

- d) Our personnel who require the information for the performance of their duties, or to third parties involved in providing Services to you such as execution venues and service providers;
- e) To credit reference agencies, fraud prevention agencies, third-party authentication service providers, and public register providers for credit checks, fraud prevention, anti-money laundering screening, or client identification;
- f) For purposes related to the provision of Services or the administration of the Client's CDJ account;
- g) To our consultants, advisors, legal representatives, and auditors;
- h) To an affiliate or any other entity within our group;
- i) At your request or with your consent.

41.7 We will retain records containing your personal data, trading information, and all other relevant data, including order and transaction details, account opening documents, communications, and other pertinent information, for a minimum period of five (5) years following the termination of the Agreement.

42 Governing Law and Jurisdiction

42.1 The interpretation, construction, effect and enforceability of the Client Agreements shall be governed by the Laws of Cyprus, and you and we agree to submit to the exclusive jurisdiction of the Cyprus courts for the determination of disputes. You agree all Transactions carried out on the trading platform are governed by Cyprus Laws regardless of the location of the registered user.

42.2 All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the Cyprus Investment Firms, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers necessary to ensure compliance with the Applicable Regulations, the relevant market rules. Any such measures as may be taken shall be binding on the Client.