



## Terms & Conditions

1. We consider these Terms & Conditions to be open and fair. Should you need any explanation regarding these or any other part of our Service, please contact Customer Service.
2. Important: Please note that while these terms and conditions may be translated and presented in other languages, which is a service offered for convenience only, should any of the terminology or content of any translated terms and conditions contradict those of its English version, or in any way mislead, the terms outlined in the English T&C document will prevail.
3. This Agreement is executed between you (hereinafter "the Client") and **Initial Public Offering LTD** (hereinafter "the Company").
4. To use or access any of the content or services made available by the company is to give express consent to acknowledge and comply with each and every term and condition, as set out in both this document and our Privacy Policy. When and where personal information is provided by the client, it is the responsibility of the client to ensure that all such information is correct, up to date, and complete. Before any deposit, you should agree and sign our declaration of deposit (hereinafter "DOD"). If the client didn't sign a specific DOD, the company's generic DOD should apply.
5. The content of these terms and conditions may be changed, modified, amended, added to, or taken away from at any time by the company, without any prior notice being offered. By using the company's website or accessing any of the content the company provides, the client expressly agrees to abide by all terms and conditions as set out in the document at the time of their visit. It is therefore the responsibility of the client to frequently revisit these terms and conditions, in order to note any important changes or additions.
6. The terms and conditions as laid out in this document are valid indefinitely, although the company reserves the right to alter, amend, and terminate any or all specific terms at any time. All customers must therefore regularly revisit the full disclosure of terms and conditions in order to ensure full compliance and agreement.
7. For more information or should you have any concerns with regard to our Terms and Conditions, get in touch with our service team. Drop us an email anytime at **support@ipo-capital.net**.
8. **ipo.capital** is owned by **Initial Public Offering LTD** with a registered address in St. Lucia.

### Acceptance

By accepting these Terms & Conditions, you are fully aware that there is a risk of losing money when trading and/or investing, and you are fully responsible for any such loss. You agree that your participation and/or the service provided to you by the company is at your sole responsibility, discretion, and risk. In relation to your losses, you shall have no claims whatsoever against the company or any partner, or respective directors, officers, or employees.

### Restrictions

1. You may only participate at **ipo.capital** if you are over 21 years of age.



2. It is illegal to participate at **ipo.capital** if you are under 21 years of age.
3. You may not participate at **ipo.capital** if you are geographically located in the U.S.A, U.S. Territories (and/or own a U.S. passport), Germany (and/or own a German passport), France, French Territories, Bulgaria, Israel, or St. Lucia. These countries shall be considered "Excluded Territories."
4. Trades placed from any of the Excluded Territories will be voided, and any deposits or trades made by persons who are located in such jurisdictions (or own a U.S. passport) will be refunded.
5. It is the Customer's responsibility to know if their participation is lawful in their jurisdiction.

Any person who is knowingly in breach of this section, including any attempt to circumvent this restriction (for example, by using a VPN, proxy, or similar service that masks or manipulates the identification of your real location, or by otherwise providing false or misleading information regarding your location or place of residence), or by trading or placing wagers using the Website through a third party or on behalf of a third party located in an Excluded Territory, is in breach of these Terms & Conditions. You may be committing fraud and may be subject to criminal prosecution.

## **Trading & Investment Rules**

1. The company reserves the sole right to select and manage the assets that are available to clients at any one time and may modify or change the available list of assets without prior notice or explanation.
2. All the company's clients accept that once a transaction has been executed, it cannot and will not be cancelled or reversed. Our clients, therefore, understand that sufficient thought and comprehensive checks must be carried out before proceeding with any trade and/or investment.
3. The company is only to be bound by any information or communication exchanged between any other parties, by way of writing as stated in Customer Service and Customer Complaints/Dispute section. The company is not responsible for saving any trade and/or investment history, and the client should save all of the details the company provides, written or verbal, including prices, dates, etc.
4. In the instance that a customer wishes to arrange a limited liability transaction, this must be discussed and agreed with the company ahead of time, and a formal written agreement provided and signed by both parties. The transaction must not be processed until this requirement is satisfied.
5. The company's liability in instances where damages incur resulting in compensation payments will be strictly limited to the total amount that the client in question has deposited in their account, subject to the client proving their case. Under no circumstances will the company be held liable for additional damages, such as loss of profits, regardless of the cause of the incurred loss.
6. Clients accept that the company will not accept any liability whatsoever for any breach or default on the part of depositaries, clearing houses, exchanges, market operators, custodians, sub-custodians, banks, brokers, or counterparties with whom you conduct business of any



kind, unless loss or damage is incurred by our clients directly as a result of our negligence or fraud.

7. Clients are obliged to pay the company any and all outstanding charges and commissions upon demand, which we may request at any time either in part or in full, in order to satisfy outstanding debts.
8. Clients agree that the company reserves the right to trade on the client's behalf, sell assets, buy assets, and take any action the client has the right to do.
9. The company members are limited to placing no more than one trade every 2 minutes on an option that features the same asset, the same expiring time, and the same direction.
10. For reference purposes, any indication of time referenced at any time anywhere on the company website refers to standard Greenwich Mean Time (GMT).
11. Intellectual property across the company's website, including but not limited to software, graphic interface, user interfaces, methods of doing business, algorithms, techniques, modules, copyrights, trademarks, patents, information, written content, visuals, training materials, remain the sole property of the company and therefore may not be used or borrowed by unauthorized persons for any purpose whatsoever.
12. The company will not be held liable for any costs, expenses, or losses whatsoever incurred, or suffered by the company's customers, unless the loss occurs as the direct result of our willful neglect, fraud, or negligence.
13. In the event of a force majeure scenario, the company will not be held liable for any loss, damage, or inconvenience suffered due to circumstances beyond the company's control.
14. All clients accept that trading represents a fundamentally risky form of investment and should only be approached by those with the relevant knowledge, experience, and financial background.
15. Clients agree that the company reserves the right to round off the last digit of asset and option prices.
16. Clients agree that the company reserves the right not to submit the client's trade and/or investment to the market.
17. Pricing: The Company will quote prices at which it is prepared to deal with the Client. The Company exercises any of its rights to close out a Transaction, or a Transaction closes automatically, and it is the Client's responsibility to decide whether or not they wish to deal at the price quoted by the Company.
18. **Improper or Abusive Trading** is executing trading strategies acting in bad faith, such as fraud, orders placed based on manipulated prices due to system errors, arbitrage trading, or coordinated transactions by related parties. The company will have the right to adjust price spreads, restrict access to quotes, and/or reject or cancel trades.
19. Should any customer violate any obligations laid out in these terms and conditions, become bankrupt, or become insolvent, the company may, at any time and without prior notice, close, terminate, or cancel transactions, and set off damages caused to it.



## Promotion Terms

1. The company reserves the right to promote and advertise special offers, services, and products from any third-party providers as deemed appropriate.
2. The company reserves the right to withdraw any promotion, competition, bonus, or special offer at any time.
3. Customer offers are limited to one per person, family, household address, email address, and payment account number.
4. All bonuses and promotions are intended for recreational players. The company reserves the right to limit eligibility for any promotion.
5. If you wish to withdraw a bonus or promotion, please note that you must meet any relevant wagering requirements and verify your identity before the withdrawal.

## Customer Service and Complaints

1. For any issues or concerns, customers can reach customer service at **support@ipo-capital.net** or consult the FAQ section of our website.
2. In the event of any dispute, the company's decision is final, but should any issue arise, it will be dealt with in a fair and unbiased manner.

## Bonus Policy

1. **Bonuses and Promotions:**
  - The company offers a number of attractive reward features to its new and regular customers. Bonuses and one-time trading credits rewarded to customers are part of the company's promotions program. These bonuses are limited-time offers, and the terms and conditions associated with any bonus rewards are subject to change.
2. **Trading Volume Requirements:**
  - In order to be able to withdraw your funds, you will be required to execute a minimum trading volume of 30 times for every 1-unit bonus.
3. **Risk-Free Trading:**
  - The maximum withdrawable winnings from Risk-Free, credited as a result of a single promotion, shall be 50 Units.
4. **Withdrawal of Funds:**
  - The funds can be withdrawn when the preceding stipulations have been fully met and fulfilled.
5. **Premature Withdrawals:**
  - The withdrawal of funds from an account can be completed before the bonus conditions have been satisfied, with an applicable penalty depending on the existing trading positions and bonus amount given, as well as cutting all gained profits.
6. **Fraudulent Activity:**



- Any indication of fraud, manipulation, cash-back arbitrage, or other forms of deceitful or fraudulent activity based on the provision of the bonus will nullify the account, including any/all profits or losses garnered.

#### 7. **Legal and Regulatory Actions:**

- Clients acknowledge and accept the fact that in accordance with legal regulations and requirements, the company may freeze or restrict accounts, impose limitations on services offered, deduct tax payments of any kind and to any extent, or take whatever action may be required, should we be instructed to do so by the relevant authorities. The company also accepts no liability whatsoever for any loss, damage, or detrimental consequences suffered as a result of any action taken by the company, in accordance with the express instructions of legal authorities, regulators, or financial institutions.

### **No Warranties**

The Service, Offering, and the Website are provided on an “as is” basis and to the fullest extent permitted by law. We make no warranty or representation, whether express or implied, in relation to the satisfactory quality, fitness for purpose, completeness, or accuracy of the Service, Offering, or Website.

### **Your Account**

#### 1. **Single Account:**

- All of the company's customers are prohibited from having more than one account open at any one time. Should the company detect multiple accounts are active under the same name, any or all of the accounts may be immediately frozen and closed down without prior notice given.
- Accounts will also be closed in instances where traders use assumed or fraudulent names or link their personal membership accounts to payment methods and bank accounts that are not their own. The company's members are permitted to open and maintain only one active account, with which investments must be made using their own money.

#### 2. **Transfers Between Accounts:**

- Transfers between accounts on the platform are forbidden.

#### 3. **Accuracy:**

- You are required to keep your registration details up to date at all times. If you change your address, e-mail, phone number, or any other contact or personal information, please contact Customer Service in order to update your account information. The name that you provide to the company at registration must be identical to that listed on your government-issued identification.

#### 4. **Agreement to Terms:**

- As the client of the company, you immediately and comprehensively agree that:
  - You are able to confidently and comprehensively commit to each and every requirement laid out in these terms and conditions, along with other key



company documentation including our Privacy Policy. You hereby agree to take all action necessary to adhere to these terms and conditions.

- You are able to both use the services of the company and function in accordance with our terms and conditions in full, without violating any laws applicable to you at the time. You are legitimately permitted and authorized to operate as the company's account holder.
- All information submitted by you at any time is 100% accurate, complete, and true in every regard. You will also ensure that in any instance where your personal information changes or becomes no longer valid, it is your responsibility to immediately amend the required data or contact the company's customer service team to organize the necessary changes. Your account should be properly updated with the new personal data no later than 14 days after you become aware of the changes.
- Any regulatory or governmental permissions required in order for you to legitimately access and use the services of the company have been obtained and are in full and active effect at the time of your using this site.
- When any disclosure requirements, regulations, rules, or laws apply as imposed and laid out by any regulatory authority, exchange, or jurisdiction, you fundamentally agree to comply with them.
- Should we at any time request any further information from you or any additional verification of your identity or personal data, you will provide us with the required information and methods of identification as quickly as possible. In the instance that you fail to do so, your account may be suspended indefinitely.
- All of the company's customers act as a principle in all transactions carried out on the company's website.
- Should you believe or know that you are in any way contravening any of the terms laid out in these terms and conditions, it is your responsibility to inform the company as soon as possible.

**5. Username/Password:**

- The Customer account registration process requires you to choose your own user name and password combination. You must keep this information secret. Any actions carried out through your account will stand if your user name and password have been entered correctly. The company can bear no responsibility for unauthorized use or misuse of personal details.

**6. Verification of Bank Details:**

- If you use a credit/debit card and/or a financial/bank account for transactions to the company, the account/card holder's name **MUST** be the same as the name you used when registering an account with the company. Should the name you registered with the company and the name that appears on your credit/debit card and/or financial/bank account differ in any way, your account will be immediately suspended. Should your account be suspended, we recommend that you contact Customer Service for details regarding our verification process.

**7. No Liability:**

- Customers of the company fully accept the possibility that technical difficulties and temporary issues may affect the ability of account holders to execute actions, access features, and generally utilize the website. The company therefore accepts no



liability for any problems or consequences resulting from any such events at any time, which may be attributed to software issues, bandwidth, servers, hardware issues, or anything else of a similar nature.

- All clients comprehensively accept and acknowledge the fact that executing deals and trades by way of an Internet connection inherently carries certain risks that cannot be fully avoided or prevented. Internet connectivity issues, hardware failure, poor signal strength, loss of power, and other such issues can all result in delayed access, discrepancies, and general failures when looking to access and utilize the services available by the company. Therefore, the company cannot and will not be held responsible for any such issues, or resulting consequences.
- Clients acknowledge the fact that even when utilizing the most reliable technology and software available, it is fundamentally impossible to 100% rule out a variety of technical problems and general issues that may temporarily make it difficult or even impossible to access your account with the company. As such, the company will not be held liable in the event of any loss or inconvenience that may occur due to standard and non-standard issues, including, but not limited to hardware defects, unauthorized access, security breaches, periods of high Internet traffic, issues with system capacity, temporary system malfunctions and failures, software issues, hacking attacks, and so on.
- To use the company's services is to accept the fact that we do not and will not at any time guarantee that you will be able to access part or the entirety of our website, or your trading account. We cannot and will not guarantee flawless, error-free, and 100% uninterrupted service at any time. In no instances, therefore shall we be held liable for any losses incurred as a result of your inability to access your account or the company's website.

#### **8. Recordings and Communication:**

- The company's customers accept that any/all telephone conversations may be recorded for quality and training purposes, without the caller being informed. All recorded conversations may be held in storage and used at later junctures in the event of disputes or should their content be required by relevant authorities upon request. The company promises to destroy both recordings and transcripts after three years. On the other hand, no liability for the company to save any records of conversation, verbal or written, and/or trading history and/or investment history.
- All communications and notices permitted and required hereunder to be given to clients and customers, covered by these terms and conditions, will be provided in writing. Clients are provided with notices and important information by way of the contact details provided at the time the account is opened – all of which must be verified as accurate and complete. All notices and correspondence sent by the company to the customers will be recorded as delivered at the exact time the message was delivered if a) delivered by hand, b) sent by email or c) sent by fax. All messages and communications sent by postal mail will be recorded as delivered five days after the date of postage. In the instance of correspondence sent to a client's company, the message will be considered delivered when written confirmation is provided by the recipient.

#### **9. Expiry Rates:**

- Expiry rates are computed in accordance with Bid & Ask prices  $((\text{Bid} + \text{Ask})/2)$  which represent the closest price offers to the specified time of expiration. The



company will round the last digit of the price down if the last digit is below 5 and up if it is 5 or above.

## Identification Documentation

### 1. Know Your Client (KYC):

- Participating in the company requires you to enter your personal details during the account registration process. Personal details include, but are not limited to: first name, surname, address, date of birth, etc. The 'Know Your Client' (KYC) procedure will be carried out when a Customer makes a deposit into their Customer account.

### 2. Withdrawal Requests:

- Upon making a withdrawal request, you may also be required to send in valid identification documents proving your age and address. Upon such request, the withdrawal will not be processed for payment until the company has received all requested identification documents. Acceptable identification documentation includes, but is not limited to:
  - Color copy of a valid government-issued photo ID (e.g., passport, driving license, or ID card).
  - Color copy of a utility bill (e.g., water, electricity, or gas) or bank statement. This document should contain your name, address, and date of issue (must be no older than 3 months) clearly visible.
  - Color copy of the front side of the credit/debit card used for the account deposit. Please make sure the first 6 and last 4 digits of the bank card number are clearly visible, along with the name and date of expiry. For your own security, please hide the middle digits.
  - Color copy of the back side of the credit/debit card used for the account deposit. Please make sure the first 6 and last 4 digits of the credit card number are clearly visible, along with the name, date of expiry, and signature (please make sure to sign the back of the credit card on the appointed signature strip). For your own security, please hide the middle digits and the CVV code (the 3-digit security code).
  - A signed copy of the Declaration of Deposit (DOD).

### 3. Failure to Provide Documents:

- Failure to produce such documentation within 7 days after the first deposit will result in the suspension of your account and all membership privileges on our site.

## Inactive Accounts

### 1. Inactivity Fee

- An account will be considered dormant/inactive if there has been no login for a period of 3 months.
- Once marked as dormant, the company may charge a monthly administration fee of **50 Units**.
- To avoid this fee, clients must log in to their trading account at least once every three months.





- Clients who have never made a deposit will not be charged an inactivity fee.
- If a client's account balance is less than **50 Units**, the fee will be deducted to reduce the balance to zero.
- Suspended accounts may still incur the inactivity fee, while closed or disabled accounts are exempt.

## 2. Account Closure after 12 Months of Inactivity

- If a customer's account remains inactive for 12 months, the company reserves the right to close the account after providing written notice, 5 days prior to closure.
- The company may restrict or stop access to trading at any time, without notice, and is not liable for any consequences that arise.

## Deposits and Withdrawals

### 1. Identification Checks

- Identification documents must be verified before you can make a withdrawal.

### 2. Credit Checks

- The company may run external credit verification checks based on the registration information.

### 3. Deposit Rules

- **No third-party deposits** are allowed.
- Minimum deposit amounts and processing times vary depending on the chosen payment method.
- The company may request documentation about the source of funds to comply with anti-money laundering (AML) laws.
- Payment details can only be updated for withdrawal purposes by contacting customer service.

### 4. Withdrawals

- **Withdrawal Fees:** A **20 Units fee** applies for withdrawals to a bank account.
- **Minimum Withdrawal Amounts:**
  - Bank wire transfer: **500 Units**
  - Credit card transfer: **50 Units**
- Withdrawal requests will be processed within **5-7 business days**, depending on the method.
- Withdrawals must be made to the same account used for deposits (either credit card or bank account).
- Additional identification documents may be required for withdrawals, especially the first time or for large amounts.
- Withdrawals may be delayed due to the identity verification process, and clients may cancel a withdrawal before it's processed.

### 5. Refund Policy

- Refunds may only be issued under exceptional circumstances, at the company's discretion.
- Refunds and withdrawals are subject to verification and bonus conditions.
- The company has the right to refuse a withdrawal request if conditions are not met.



## **Termination of Agreement**

### **1. Termination by Company**

- The company can terminate the agreement at any time, with notice.

### **2. Termination by Client**

- Clients can terminate the agreement by providing 14 days' notice.

### **3. Closing Open Positions**

- Upon termination, clients must close any open positions and are prohibited from initiating new transactions.

### **4. Fraud Investigation**

- If fraudulent activity is suspected, the company will investigate within 45 days and may suspend accounts during this time.

## **Privacy Policy**

### **1. Data Protection**

- The company adheres to data protection laws, including the GDPR (Regulation (EU) 2016/679).
- By registering, clients consent to marketing communications, which they can opt out of at any time.

### **2. Third-Party Data Sharing**

- The company may share data with third parties as necessary to fulfill contractual obligations, including account verification.

## **Miscellaneous**

### **1. No Legal or Tax Advice**

- The company does not provide tax or legal advice. Clients should seek advice from appropriate professionals.

### **2. Payment Responsibility**

- Clients are responsible for any taxes or other fees related to their transactions.
- Payments owed to the company must be made immediately, without deduction for taxes or similar fees.

### **3. Anti-Money Laundering (AML)**

- Clients must not use the platform for illegal activities, including money laundering. The company may block accounts suspected of fraudulent activity and report to authorities.

### **4. No Arbitrage**

- Arbitrage trading (profiting from currency exchange discrepancies) is strictly prohibited, and any gains from such activity will be forfeited.

## **Account Suspension or Termination**



## 1. Grounds for Suspension or Cancellation

- Multiple accounts, mismatched names on financial accounts, bankruptcy, misleading registration info, VPN use, underage users, or fraud can lead to account suspension or termination.

## 2. Chargeback Fees

- The company may charge an administrative fee for chargebacks initiated by clients.

## 3. Collusion or Cheating

- Any suspicion of collusion or cheating should be reported to the company. Violators will face account suspension or termination.

## Legal and Compliance Information

### 1. Compliance with AML Laws

- The company complies with anti-money laundering laws in St. Lucia and international AML rules.

### 2. Cross-border Services

- The company's services are authorized in St. Lucia but may not be available in countries where such services are restricted or prohibited.

### 3. ESMA Compliance for EU Retail Investors

- EU investors may face restrictions on leverage as per ESMA guidelines, including limits ranging from **2:1** to **30:1** depending on the asset type.

## 1. No Offer or Advice (Section 4)

- **Information is Informational:** All content on the website, including analyses, opinions, and results, is for informational purposes only. It should not be interpreted as advice to buy or sell securities, or as fiscal or legal advice.
- **Investment Decisions:** Any investment decisions made should be based on the user's own judgment and financial goals. The company is not responsible for these decisions.
- **Investment Risks:** Investments carry risks, and users may not get back the amount they invest. The company advises consulting a professional before making any investments.

## 2. Exclusion of Liability (Section 5)

- **No Liability for Loss or Damage:** The company, its officers, and its third-party information providers are not liable for any loss or damages that result from using the website, including errors, transmission failures, system overloads, and other technical issues.
- **Specific Exclusions:** The company is not responsible for damages caused by issues like hacking, software incompatibility, or denial of service attacks.

## 3. Complaints Handling Procedure (Section 6)

- **Internal Complaint Resolution:** The company has a system for resolving complaints, which must be submitted in writing and follow specific guidelines.
- **Complaint Submission Requirements:** Complaints should include the client's name, account number, transaction details, and a description of the issue, and should be sent to the Customer Support Department.



- **Investigation Timeline:** The company aims to respond within 15 business days, and resolve the issue within 60 days. During this period, formal legal action cannot be initiated.

#### **4. Governing Law and Jurisdiction (Section 7)**

- **Applicable Law:** The agreement is governed by the laws of St. Lucia and Grenadines, with disputes being handled by St. Lucia courts.
- **Jurisdiction:** The company does not have a physical presence in the client's country, and the client agrees to submit to the jurisdiction of St. Lucia courts, even if certain laws do not apply.

#### **5. Conditional International Arbitration (Section 8)**

- **Arbitration:** If the jurisdiction clause is deemed invalid, disputes will be resolved by arbitration under the International Chamber of Commerce (ICC) rules in Singapore.
- **Arbitrators:** A panel of three arbitrators will be selected, with each party appointing one. The third arbitrator is selected by the two designated arbitrators.
- **Final and Binding Decision:** The arbitration decision is final and binding. Only direct monetary damages can be awarded, excluding punitive or consequential damages.

#### **6. Class Action Waiver (Section 9)**

- **Waiver of Class Actions:** Both parties waive the right to initiate or participate in class actions or representative lawsuits.
- **Exceptions:** If a class action is permitted by law, the prevailing party cannot recover attorney's fees or costs, and those participating in the class action will not be able to claim any recovery from the action.