

SECTION 1 – GENERAL TERMS**1. About us**

1.1 Equiti Commodities DMCC is authorised and regulated by the Dubai Multi Commodities Center under license 846279 with its registered office at B3-18-01 & B3-18-02, Gold Tower, Jumeirah Lake Towers, Dubai, United Arab Emirates.

2. The Agreement between you and us

2.1 "Equiti", "we", "us", and "our" in these Terms refer to Equiti Commodities DMCC (including any successor and assignee). If you are an Entity, references to "you" and "your" includes the Entity (and any successor and assignee) and any Authorised Individuals. Other defined terms are set out in Clause 59.

2.2 These Terms and Conditions including any Schedules (these "Terms") together with any documents referred to in these Terms, including any Policy we may issue from time to time, form the agreement between you and us (the "Agreement"). The Agreement governs each Account opened to buy and sell Precious Metals with us.

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

2.4 You are responsible for checking our Website and Mobile App regularly and reviewing the current version of the Agreement. We have the right to amend these Terms in accordance with Clause 45.

2.5 These Terms supersede any previous agreement between you and us on the same subject matter and shall apply to all transactions contemplated under these Terms.

2.6 The Agreement shall apply on the earlier of the date you expressly agree to these Terms or the date you access or use our Services which will be deemed as your acceptance of the Agreement.

3. Our Services

3.1 Subject to these terms, you can buy and sell Precious Metals through our Mobile App (the **Services**).

3.2 The Services are only available to UAE residents.

4. Subject to Applicable Law

4.1 These Terms and the transactions entered under these Terms are subject to Applicable Law, so that:

(a) to the extent there is any conflict between these Terms and any Applicable Law, the latter will prevail;

(b) we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Law;

(c) any action that we take or do not take in order to comply with any Applicable Law shall be binding on you;

(d) any action that we take or do not take for the purpose of complying with any Applicable Law shall not make us or any of our staff (including directors, officers, employees, agents, representatives) or our Affiliates and their staff liable to you; and

(e) nothing in these Terms will exclude or restrict any obligation that we have towards you which cannot be so excluded or restricted under Applicable Law.

5. Communications between you and us

5.1 You permit us to communicate with you via the Mobile App, our Website, email, telephone, post, electronic chats, including without limitation, Whatsapp, and any other means of communication.

5.2 We will use the contact details you gave us when you applied for your Account, and any updates that you have notified us. If your contact details change (including your country of residence and/or nationality), you agree to inform us immediately prior to or upon such change.

5.3 If you accept any document via electronic means including by checking a tick-box, sending an email, or confirming on the Mobile App, you will be treated as having accepted the document.

5.4 If electronic signatures are used in a communication between us, such communication will be binding as if it were signed in writing.

5.5 You agree that we may record all telephone conversations or any communications by other means between you and us (including face to face meetings) without use of a warning tone.

5.6 We can use all communications that you send to us for training purposes, for the purposes of investigating any complaint you may make, or for any other legal or regulatory purposes including as evidence in any dispute or anticipated dispute between you and us. We will retain records of all telephone or any communications by other means for the duration required by Applicable Law. We will provide a copy of such records to you within a reasonable period of your request and may charge a fee for such provision of records. Such records will also be accepted by you as evidence of orders placed or other instructions given.

6. Complaints

You may submit a complaint to us by letter, telephone, e-mail, or in person. We will send you a written acknowledgement of your complaint within three Business Days' of receipt of your complaint. Please contact us if you would like further details regarding our complaints handling procedure.

SECTION 2 – OPENING AND OPERATING YOUR ACCOUNT

7. Account opening and verification

7.1 You will only be able to open an Account with us if you have successfully completed our onboarding process.

7.2 During the course of your relationship with us, we will request you to provide us with information that we require in accordance with our client onboarding processes and procedures. This includes information that enables us to identify and verify your identity and conduct fraud and sanction checks, anti-money laundering and counter-terrorism checks, and any other checks required under the Applicable Law and our internal Policies and procedures.

7.3 We reserve the right to decline your application for an Account at our sole discretion and without providing any reason to the extent permitted by Applicable Law.

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

8. Provision of information

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

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

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

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

9. Account security

9.1 You agree that you will keep the security information in connection to your Account

including passwords secret and confidential.

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

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

9.4 You agree that we are not required to enquire or verify with you the authority of any Order, decision or other activity on your Account and we can assume that all activities on your Account are carried out by you, your Authorised Individuals, or another person with your permission. Notwithstanding the above, we may (but we are not obliged to) block your access to your Account or to our Services if we believe this is necessary for security or legal reasons.

10. Suspension of your Account

If we reasonably believe that you (or other parties) may have engaged or may be engaging in behaviour which we reasonably consider harmful to us, we may immediately suspend your Account in order to investigate. This may include restricting your access rights to your Account, limiting your ability take any actions in relation to your Account, or any other restrictions as we consider necessary in our sole discretion.

SECTION 3 – NON-ADVISORY AND NON-MANAGEMENT

11. No investment advice or personal recommendation

11.1 We deal with you on a non-advisory and non-management basis and, as such, will not provide you with any advice on the merits of a particular transaction, personal recommendations in relation to a transaction; or investment, legal, regulatory, accounting, tax or other forms of advice in respect of a transaction.

11.2 In the course of our Services to you, we may, at our absolute discretion, provide you with information in respect of a transaction (specifically in respect of related procedures and risks and method of minimising such risks) and market views, trading ideas or other information, including information about our Services or the Precious Metals or make other statements to you concerning investments and investment strategy.

SECTION 4 – ORDERS AND DELIVERY

12. Quotes are not offers

A quote provided by us is indicative and is not an offer to make an Order at the quoted price.

13. Buying and selling

13.1 You can buy or sell Precious Metals through the Mobile App.

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

13.3 Upon placing a buy Order and subject to that buy Order being accepted by us, you will receive the ownership right to the unit of a Precious Metal which you have purchased (the **Unit**). You may, subject to clause 18 below, request the delivery of the Unit.

13.4 Upon placing a sell Order and subject to that sell Order being accepted by us, you will have no longer have the ownership right to the respective Unit.

- 13.5 For the avoidance of doubt, you cannot place a sell Order before placing a buy Order of a similar or greater size i.e. you cannot place a sell Order for a Unit which you do not own.
- 14. Authority to act on an Order**
- You agree that we can execute any Order, instruction or communication given or purporting to be given by you, your Authorised Individuals or any person authorised on your behalf without further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such Orders. You will be responsible for and bound by all obligations we enter into or assume on your behalf as a result of or in connection with such Orders, instructions or communications. You are responsible for any Losses incurred by us for acting or attempting to act on any Orders given or purporting to be given by you or any person authorised to act on your behalf.
- 15. Right not to accept an Order**
- 15.1 We are not obliged to accept any Order. If we decline to accept an Order, we shall not be obliged to give you a reason but we shall notify you in accordance with the Applicable Law.
- 15.2 You agree that we will not be liable for any Losses you may incur by reason of:
- (a) our decision not to accept an Order;
 - (b) our omission or delay in notifying you that we did not accept an Order; or
 - (c) our refusal to act on an Order until any incompleteness, unclarity, ambiguity or conflict in the Order has been resolved to our satisfaction.
- 16. Market movements**
- 16.1 Market conditions may move between the time the quote is given and the time your Order is executed. Such movement may be in your favour or against it, and your Order will be executed at the price prevailing at the time of Order execution.
- 16.2 Prices that may be quoted or traded upon, from time to time, by other market makers or third parties shall not apply to trades between us and you.
- 16.3 A quote is valid only at the time it has been displayed and is subject to change. Therefore, the cost of placing an Order may change significantly depending on the prevailing market conditions and the quoted price. You should only submit an Order or place any other instructions if you understand and are willing to accept the risks of market movements.
- 17. Manifest Error**
- 17.1 From time to time, it is possible that errors may occur in the quotes or pricing of the Precious Metals. Notwithstanding the rights that you have under Applicable Law, we reserve the right to void, or to amend the terms of, any Order or any transaction that we reasonably believe, at our sole discretion, to contain or be based on an obvious error ("**Manifest Error**"). In deciding whether an error is a Manifest Error we may take into account relevant information including, the state of the Market at the time of the error and any error within, or lack of clarity of, any information source or pronouncement.
- 17.2 Where we reasonably believe that latency on the Mobile App or other features or components of our system are being exploited by you, we may at our absolute discretion void, close, reverse, or amend all Orders and return to you only funds deposited net of any earlier withdrawals, and then may proceed to close your Account.
- 17.3 In the absence of our fraud or gross negligence, we will not be liable to you for any Losses following the exercise of our rights pursuant to Clause 17.2 or a Manifest Error.
- 18. Delivery**
- 18.1 Delivery of a Precious Metal is subject to the minimum and maximum thresholds outlined on our Website.
- 18.2 Subject to clause 18.1, where you opt for delivery of a Precious Metal which you have purchased via the Mobile App, such delivery may be carried out by a third-party courier service of our choosing. You agree that your contact information will be

provided to such courier service to facilitate delivery.

- 18.3 Delivery timelines and charges may be stated on the Mobile App at the time of requesting delivery or be communicated by email, SMS or other communication channels. We will endeavour to meet those timelines but cannot guarantee this and will not be liable for any loss resulting from a delay in delivery.
- 18.4 If you are unable to receive the Unit of Precious Metal at the agreed time, you are required to contact us promptly to make alternative arrangements.
- 18.5 At the time of requesting delivery, you will have the option to authorise someone else to receive the delivery on your behalf.
- 18.6 You are responsible for providing accurate and complete delivery information and identification information upon delivery. Failure to provide this information may result in failed delivery and we will not be held liable for any resulting loss.
- 18.7 In the event the first delivery attempt fails, we or our third-party courier service will coordinate with you to arrange a second delivery and you may be charged a re-delivery fee.
- 18.8 Where the second delivery attempt fails, your delivery request will be cancelled, and the value of the relevant Unit will be refunded to your Account within three Business Days. In the event you still wish to get the relevant Unit delivered, you will be required to submit a new delivery request, subject to applicable fees.

19. Gifting

- 19.1 Subject to applicable fees, where you have purchased a Unit of Precious Metal and have not opted for its delivery, you have the option of gifting that Unit through the Mobile App to another client of Equiti.
- 19.2 To gift a Unit, the recipient of the Unit must initiate the request to receive the Unit at their end. Once the request is initiated, the recipient will receive a QR code. To receive the gifted Unit, the sender must scan the QR code. If the sender does not scan the QR code, the recipient will not receive the gifted Unit.

SECTION 5 – MOBILE APP

20. Access to and use of the Mobile App and any other electronic services

You shall be responsible for providing the Access Method to enable you to access and use the Mobile App. You shall be responsible for any errors or failure of the Access Method. You will be responsible for all Orders entered by you or on your behalf via the Mobile App and you will be fully liable to us for the settlement of any transaction arising from them.

21. Termination, suspension, and change of the Mobile App

21.1 We shall have the right unilaterally, without notice and with immediate effect:

- (a) to suspend or terminate permanently your access and ability to use the Mobile App, or any part thereof;
- (b) to change the nature, composition, or availability of the Mobile App; and
- (c) to change any limits we set on the trading you may conduct through the Mobile App,

where we consider it necessary to do so due to:

- (i) your non-compliance with Applicable Law;
- (ii) your breach of any provisions in the Agreement;
- (iii) an occurrence of an Event of Default;
- (iv) a security breach and suspension or withdrawal of the Mobile App is necessary to protect you or us;
- (v) maintenance of the Mobile App and systems;
- (vi) system errors, network problems or failure of power supply; or

- (vii) other reasons, whether they relate to the Mobile App or not, provided that we always act in good faith.
- 21.2 Your access and use of the Mobile App, or any part thereof, will be terminated automatically:
- (a) upon the termination of these Terms;
 - (b) upon the termination of any licence granted to us which relates to our provision of the Mobile App; and
 - (c) where we are required to withdraw the Mobile App to comply with any Applicable Law.
- 21.3 Where your access or use of the Mobile App has been terminated for any reason whatsoever, you shall upon our request return to us or destroy all hardware, software and documentation we may have provided you in connection with the Mobile App and any copies thereof.
- 22. Standards of use**
- 22.1 Each time you access or use the Mobile App, you agree and warrant to us that you will:
- (a) not use any software, automated algorithm or trading strategy, artificial intelligence, ultra-high speed or mass data entry, or other techniques other than those that we make available to you on the Mobile App, except where we have provided our prior written consent which may be subject to conditions at our sole discretion;
 - (b) ensure that your Access Method (i) is maintained in good order (including applying adequate ad regular virus testing), (ii) is suitable for accessing and using the Mobile App, and (iii) satisfies any requirements which we have notified you from time to time;
 - (c) inform us immediately of any unauthorised access to the Mobile App or any unauthorised Order or instruction which you know of or suspect and, if within your control,
- cause such unauthorised use to cease;
- (d) inform us immediately of any material defect, malfunction, or virus in your Access Method or in the Mobile App, and cease all access and use of the Mobile App until you have received permission from us to resume access or use;
 - (e) not act in an unfair, abusive, manipulative, or unlawful way when using the Mobile App (including avoiding any security features of the Mobile App); and
 - (f) not carry out, purport to carry out, or facilitate any person to carry out one or more of the following activities, unless you have received our prior written consent copy, alter, amend, modify, interfere or tamper with the Mobile App or any part thereof or reverse compile or disassemble the Mobile App.
- 22.2 You agree to comply with any requirements in relation to information technology, systems, protocols or standards that we have notified you from time to time in order for you to access or use the Mobile App.
- 23. Intellectual property**
- 23.1 You acknowledge that all proprietary rights in the Mobile App are owned by us and by any applicable third-party licensors or third-party service providers engaged by us, and are protected under copyright, trademark and other intellectual property laws and other applicable law. All intellectual property rights whether registered or unregistered relating to the Mobile App remain vested in us, our licensors, and our service providers (as the case may be). You receive no copyright, intellectual property rights or other rights in or to the Mobile App, except those set out in these Terms.
- 23.2 We and our licensors will retain the intellectual property rights in all elements of the software and such software and databases contained within the Mobile App and you will not in any circumstances,

obtain title or interest in such elements other than as set out in these Terms.

You shall preserve and not violate our proprietary rights (and those of our licensors and service providers) in the Mobile App and comply with our reasonable requests to protect our contractual and statutory rights (and those of our licensors and service providers) in our Mobile App. You shall notify us immediately if you are aware of any violation of such rights.

SECTION 6 - CHARGES AND FEES

24. Charges and fees

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

SECTION 7 - PAYMENTS, DEPOSITS AND WITHDRAWALS, INTEREST, CURRENCY AND CALCULATIONS

25. Payments

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

26. Deposits and withdrawals

26.1 You can deposit funds into, and withdraw funds from, your Account; there are several payment methods, including third-party payment service providers, available for you to use.

26.2 If you request a deposit or a withdrawal and you owe us a payment, we reserve the right to withhold, from the request, the amount owed to us and to set-off such amount in accordance with the Terms.

26.3 Deposit and withdrawal requests will be processed as soon as possible, on a best endeavours basis. There are several factors that may delay the processing of a

request, including verification checks, the processing time of the third-party payment service provider and technical issues. We will not be liable for any such delays.

26.4 Your deposits and withdrawals may be coordinated, facilitated or processed by one or more of our Affiliates.

26.5 Deposits and withdrawals may be subject to a minimum or maximum value per transaction. In the event you make a request for a deposit or a withdraw that is below the minimum or above the maximum, your request will not be processed.

26.6 Your deposit or withdrawal may be subject to fees or charges applied by:

- (a) your bank;
- (b) debit or credit card provider or card scheme;
- (c) a third-party payment service provider;
- (d) our bank or alternative payment provider; or
- (e) by us as we shall have the right to levy a reasonable administration charge and/or convenience fee for processing your payments which will generally reflect the cost to us in providing the particular payment method to you. Such charges shall be due and payable at the time of the payment.

We may deduct such fees and charges from your deposit or withdrawal amount or charge them separately to your Account.

26.7 We do not accept deposits from third parties (i.e. your deposits must be made by you, through a payment method that is owned and controlled by you, belongs to you, and is in your name).

26.8 Except where Applicable Law, these Terms or our Policies require otherwise, we apply a return to source policy whereby a withdrawal request will be processed to the payment method used when you made your deposit, with payment cards being a priority. This means that we will return the funds deposited using payment cards to such payment cards first, and then

- proceed to return the remaining funds, if any, to your other payment methods.
- 26.9 If you deposit funds to your Account using multiple payment sources and you subsequently make a withdrawal request, we will process the withdrawal request to the source of the deposit in accordance with clause 26.8 and in the same currency of the deposit, except in the event where Applicable Law, these terms or our Policies require otherwise.
- 26.10 You may withdraw any unencumbered balance in your Account at any time. In the time it takes to process the withdrawal, such balance would not be available for you..
- 26.11 We will have the right (but not the obligation) to transfer money in your Account to you, pursuant to clause 26.9, at our own initiative, even when you have not made a withdrawal request.
- 26.12 If you make a request for a deposit or withdrawal and we:
- (a) are unable to verify the details of your payment method;
 - (b) are unable to confirm that the payment method belongs to you;
 - (c) reasonably suspect the information provided with the request to be false, incomplete, or inaccurate; or
 - (d) consider it appropriate to do so in accordance with Applicable Law or our Policies (including those relating to the prevention of fraud, countering terrorist financing, insolvency, money laundering or tax offence),
- your request will be rejected. Where it is a request for a deposit, the funds will be returned to their source after the deduction of any fees charged by a third-party payment service provider. In such event, we will not be liable for any losses incurred as a result of the rejected deposit. Our rejection does not extinguish nor waive your obligation to make a payment due to us or prevent the accrual of any interest. We reserve the right to exercise all rights and seek all remedies that may be available to us.
- 26.13 In the event of actual or suspected error, fraud, unjust enrichment, money laundering, terrorist financing or other suspicious or irregular activity, as determined by us, in our sole discretion, or as notified to us by a third-party including our third-party payment service providers, whether directly or indirectly relating to any deposit or withdrawal request, we reserve the right to do one or more of the following:
- (a) put the relevant request on hold and investigate the matter;
 - (b) immediately reject the request;
 - (c) set-off any amounts we deem are due to us, or to our third-party payment service provider;
 - (d) terminate these Terms immediately; and
 - (e) take any other action we deem necessary line with Applicable Regulations, the Terms or our Policies.
- 26.14 If you make a deposit using a credit or debit card and you subsequently request a chargeback or cancellation, you will be liable for a chargeback or cancellation fee that may be applied by your payment provider. If we reasonably suspect your chargeback or cancellation request to be dishonest, we reserve the right to withhold any withdrawal request until the chargeback or cancellation request is investigated by the relevant third-party payment service provider. If the relevant third-party payment service provider determines the chargeback or cancellation request to be dishonest, we reserve the right to do one or more of the following:
- (a) set-off any amounts we deem are due to us, or to our third-party payment service provider;
 - (b) terminate these Terms immediately; and
 - (c) take any other action we deem necessary line with Applicable Regulations, the Terms or our Policies.

27. Currency

27.1 We shall be entitled to make any currency conversions, without giving notice to you, which we consider reasonably necessary or desirable for the purposes of complying with our obligations or exercising our rights under these Terms or any transaction. Any currency conversion shall be made by us in the manner and at the rates we determine to be appropriate, having due regard to the current market rates for currencies.

27.2 In the provision of our Services to you, activity on your Account may be subject to additional costs and fees related to currency conversions. By utilising our Services, including where you deposit, withdraw or conduct an internal transfer, or place Orders in a currency other than a base currency of your Account, we may apply additional costs and fees to your Account.

27.3 We reserve the right to vary the costs and fees under this clause 27.

27.4 The exchange rate for all types of currency conversion will be based on the applicable bid or offer exchange rate at the time of conversion. You acknowledge that exchange rates fluctuate and may change between the time that the indicative exchange rate is quoted and the time that the amounts are converted. Where applicable, the confirmation of the conversion will show the exchange rate used. Where it is necessary to make a currency conversion, you will bear all foreign currency exchange risk arising from any contract or from the compliance by us with our obligations or the exercise by us of our rights under these Terms.

28. Calculations

Unless specific calculation methods are otherwise specified under these Terms, we shall determine the appropriate calculation method and make all calculations under these Terms acting in good faith.

SECTION 8 – REGULATORY REPORTING

29. Regulatory reporting

29.1 You consent to us disclosing information or data in connection with or relating to you, your transactions with us, or these Terms

to the GoAML and other enforcement agencies, to the extent we determine that we are required, permitted or it is desirable to comply with Applicable Law. We may also be required under Applicable Law to make public certain information regarding our transactions with you. You acknowledge and agree that we are entitled to report and disclose such information and such information held by us shall be our sole and exclusive property.

29.2 You agree to provide us with all information that we may reasonably request for the purpose of complying with our obligations under Applicable Law. You consent for us to provide to any third party such information about you and your relationship with us pursuant to these as we reasonably consider appropriate or as required under any Applicable Regulation or provision under these Terms.

SECTION 9 – CONFLICTS OF INTEREST

30. Conflicts of interest

30.1 There may be situations where a conflict of interest arises between you and:

- (a) Equiti, its Affiliates, and its managers, employees, appointed representatives, tied agents or any person directly or indirectly linked to it by control; or
- (b) another client of Equiti.

30.2 We will take appropriate steps to identify these conflicts of interests that may arise in the course of providing our investment services to you.

30.3 Our Conflicts of Interest Policy sets out circumstances which may constitute or may give rise to a conflict of interest, the procedures we follow, and the measures we adopt to identify, prevent or mitigate such conflicts. A copy of our Conflicts of Interest Policy is available on our Website. The Conflicts of Interest Policy is part of these Terms. By accepting these Terms, you consent to the Conflicts of Interest Policy.

SECTION 10 – REPRESENTATIONS AND WARRANTIES

31. Your representations and warranties

- 31.1 You represent, warrant and undertake to us that:
- (a) you will at all times obtain and comply with, and do all that is necessary to maintain in full force and effect, the authority, power, consent, licence and authorisation of a governmental or other authority;
 - (b) you will promptly provide us with accurate, complete, and non-misleading information on your financial position, domicile or any other information we may request from you, and you will promptly notify us of a change to such information;
 - (c) you will act in good faith when using the Services offered by us pursuant to these Terms;
 - (d) you will promptly notify us of the occurrence of an Event of Default or a Potential Event of Default in respect to yourself in connection with these Terms;
 - (e) you will, if so required, make appropriate disclosures to a relevant authority. You acknowledge and agree that we are entitled, and in some cases required, to report a relevant transaction to a relevant regulatory authority subject to Applicable Law;
 - (f) you will take all reasonable steps to co-operate with us in our compliance with any obligations under Applicable Law, these Terms, and each transaction;
 - (g) you will comply with the Applicable Law to which you are subject, including all tax laws and regulations, exchange control requirements and registration requirements; and
 - (h) you will provide us with such information or documents as we may reasonably require to

evidence the matters referred to in this Clause 31 or to comply with Applicable Law.

- 31.2 You further represent, warrant, and undertake to us on the date these Terms come into force, on the date of each Order when placed, that:
- (a) you have full legal capacity to enter into these Terms, and are not subject to a law or regulation which prevents your adherence to or performance of an obligation under these Terms;
 - (b) if you are an Entity, you are duly incorporated and validly existing under the laws of the jurisdiction of your incorporation;
 - (c) if you are an Entity, you have the power to own assets and carry on business, as it is being conducted;
 - (d) you have all necessary authority, powers, consents, licences and authorisations, and have taken all necessary action, to enable you to lawfully enter into, deliver and perform your obligations under these Terms, and to grant security interests and powers referred to in these Terms;
 - (e) you are duly authorised to enter into these Terms and make each Order (and each person entering into these Terms and each transaction on your behalf has been duly authorised to do so);
 - (f) you enter into these Terms for valid commercial purposes;
 - (g) these Terms and the obligations under each Order are binding upon you and enforceable against you, and are not contrary to:
 - (i) a law, regulation, order, judgment of a court or other agency of government applicable to you or any of your assets;
 - (ii) a contractual restriction binding on or affecting you or any of your assets; or

- (iii) a charge or agreement by which you are bound or by which any of your assets are affected;
- (h) in placing an Order, you have been solely responsible for making your own independent appraisal and investigations into the risks of such action, or that you have sought independent professional advice, and you have sufficient knowledge and experience to do so;
- (i) you act as principal and sole beneficial owner in entering into these Terms and each Order and we are not acting as a fiduciary for, or an adviser, to you in respect of that Order;
- (j) you are the sole beneficial owner of the funds you use to place and Order;
- (k) any information you provide or have provided to us is accurate, complete, and not misleading;
- (l) no Event of Default or Potential Event of Default has occurred and is continuing with respect to you;
- (m) you are in compliance with the Applicable Law to which you are subject, including all tax laws and regulations, exchange control requirements and registration requirements.
- (n) you will not send Orders or otherwise take any action that you have reason to believe is in breach of Applicable Law (including insider dealing, unlawful disclosure of inside information or market manipulation);
- (o) you will observe the standard of behaviour reasonably expected of persons in your position and not take any step which would cause us to fail to observe the standard of behaviour reasonably expected of persons in our position;
- (p) other than in exceptional circumstances (the existence of which is solely determined by us), you will not send funds to your Account with us from, or request that funds be sent from your Account to, a bank account other than that identified in your account Mobile App form or as otherwise agreed by us;
- (q) you will not use our bid and offer prices for any purpose other than for your own trading purposes, and you agree not to redistribute our bid and offer prices to any other person whether such redistribution be for commercial or other purposes;
- (r) you will not use any electronic device, software, algorithm, trading strategy or arbitrage practices that manipulates or takes unfair advantage of the way in which we construct, provide or convey our bid or offer prices or any of our Services; and
- (s) you will not use any automated software algorithm or trading strategy other than in accordance with the terms of these Terms.

SECTION 11 – EVENTS OF DEFAULT, TERMINATION & DEATH

32. Events of Default

32.1 Each of the following circumstances will constitute an event of default:

- (a) the voluntary or involuntary commencement of proceedings for your bankruptcy, for your winding-up or for the appointment of an administrator or recipient in respect of you or any of your assets, or if you make an arrangement or composition with your creditors, or any other similar or analogous procedure is commenced in respect of you, or taking any corporate action to authorise any of the foregoing;
- (b) if you are a natural person, your incapacity;
- (c) you are or become unable to pay your debts (whether owed to us, our Affiliate, or any other third party) as and when they fall due;

- (d) you fail to observe or perform your obligation (in whole or in part) under these Terms;
- (e) you are in material breach of any provision under these Terms;
- (f) you fail to make any payment when due under these Terms or, where applicable, fail to promptly make or take delivery of any property when due under these Terms;
- (g) you disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, these Terms, or purport to do any of the foregoing;
- (h) you are unable or unwilling to complete, to our satisfaction or as required under the Applicable Law, know-your-customer or customer due diligence checks, or provide us with proof of source of wealth and source of funds, which may be requested from time to time;
- (i) your consolidation, amalgamation or merger with or into another entity (including your Affiliate), or any transfer or purported transfer of all or substantially all of your assets to such entity;
- (j) any representation, warranty, or covenant made or given by you or deemed to be made or given by you under these Terms has been false or misleading in any material respect at the time it was made or given or deemed to be made or given, or becomes false or misleading in any material respect at any time;
- (k) where we, in our sole discretion, determine that you are showing abnormal activity, are behaving in a way which might reasonably be considered to be abusive in accordance with Applicable Law, are adopting strategies aimed at exploiting misquotations, or are deemed to be acting in bad faith or attempting to abuse the information or facilities available on the Mobile App;
- (l) it is necessary or desirable to prevent what we reasonably consider is or might be a violation of any Applicable Regulation or good standard of market practice;
- (m) we determine that, due to an event or circumstance (other than an act or breach of a party) it would become unlawful to comply with these Terms under Applicable Law;
- (n) an action that is taken by a tax authority, or brought by a court of competent jurisdiction against a party, or a change in Mobile App of tax, or a change in tax law or a substantial likelihood of a change in tax law, that will (or may) result in additional payments or deductions or withholding in tax on payments under these Terms (or any part thereof);
- (o) you become subject to any actual or anticipated investigation, fine or censure by any governmental authority which we determine, in its our discretion, has, or will have, a detrimental effect on us (including our business, reputation or standing), on you, or on your ability to perform any of your obligations under the Terms;
- (p) any action is taken or event occurs which we reasonably consider might have a material adverse effect upon your or our ability to perform your or our respective obligations under these Terms;
- (q) we reasonably believe that a circumstance exists (or that a circumstance would exist in the future) in which our access to the suppliers is, or will be, suspended, closed, materially impaired or cannot be relied upon;
- (r) we determine that the supplier, announces that it has ceased or will cease to supply a Commodity, for any reason; and
- (s) any event of default (however described) occurs under any other agreement to which you and us are party, or any agreement to which you and our Affiliate are party,

(each an “**Event of Default**”, together “**Events of Default**”)

32.2 You agree to give us notice of any Event of Default immediately upon becoming aware of its occurrence.

33. Rights under an Event of Default

33.1 If an Event of Default occurs in respect of you or your Account, we may at our absolute discretion at any time and without prior notice to you take any one or more of the following actions:

- (a) refuse to act on any further Orders placed by you;
- (b) convert any balance on your Account into another currency;
- (c) exercise rights of set-off under these Terms, retain any funds, investments (including any interest or other payment payable thereon) or other assets due to you or held on your behalf, and sell them without notice to you at such price and in such manner as we decide in order to realise funds to cover any amount due by you;
- (d) close all or any of your Accounts held with us of whatever nature, and remit any monies owing to you subject to any rights of set-off;
- (e) take or refrain from taking such other action at such time or times and in such manner as we consider necessary or appropriate to comply with Applicable Law, including withholding your initial deposits and any profits made;
- (f) take or refrain from taking such other action at such time or times and in such manner as we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect any of your, transactions and commitments; and
- (g) terminate these Terms immediately.

33.2 We shall not be obliged to make any payment or delivery scheduled, nor shall we be obliged to honour any withdrawal

request for all or part of the funds in your Account, for as long as an Event of Default or a Potential Event of Default with respect to you has occurred and is continuing.

34. No waiver

We shall not lose any of our rights or remedies under or referenced in Clause 33 by reason of any failure or delay on our part in exercising them, and no such failure or delay will constitute a waiver of any such right or remedy. Any action taken or not taken by us in connection with or pursuant to any transaction at any time after the occurrence of any Event of Default (whether or not we have knowledge of such event) will be entirely without prejudice to our right to take or not take any similar action or to refuse to take any further action at any time thereafter, and does not in any circumstances constitute as a waiver of that right or any other rights or remedies of ours should any such Event of Default have occurred.

35. Termination of these Terms

35.1 Unless the Applicable Law require otherwise, and without prejudice to Clauses 7.4, 26.13(d), 26.14(b) and 33.1(g), you or us may terminate these Terms (and the relationship between us) without cause by giving five Business Days' prior written notice. During this period, we may disable your ability to place an Order.

35.2 Notwithstanding a right of set off that we may have under these Terms, all amounts payable by you to us will become immediately due and payable upon the termination of these Terms including:

- (a) outstanding fees, charges, interest, and commissions;
- (b) dealing expenses incurred in terminating these Terms;
- (c) any losses and expenses resulting from settling any outstanding obligation incurred by us on your behalf or otherwise owed by you to us under these Terms; and
- (d) other amounts which are due and payable by you but which are unpaid.

35.3 Upon termination of these Terms, we will stop providing you with access to our Services and our Mobile App.

35.4 Termination of these Terms shall not affect any of your or our rights and obligations under these Terms which are then outstanding.

36. Death

In the event that we are notified of your death, confirmed by way of an official certificate, duly issued from your country of residence. We shall retain the funds in your Account, and your Units, if any, until such time we receive a formal decision issued by the relevant authority in the relevant jurisdiction specifying where such balance amounts and Units, if any, should be transferred, and we will act in accordance with such instructions.

SECTION 12 – LIMITATION ON LIABILITY AND INDEMNITIES

37. Exclusion of liability

37.1 Neither we nor our Affiliates, nor our or our Affiliates' directors, officers, employees, agents, representatives shall be liable for any Losses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under these Terms unless such Losses arise directly and solely from our or their respective gross negligence or fraud.

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

37.3 Without limitation to Clauses 37.1 and 37.2, we do not accept any liability for:

- (a) any adverse tax, accounting or other implications of any Order whatsoever;
- (b) any delay or change in market conditions before any particular Order is effected;

(c) where information in relation to our Services is provided by third parties, any inaccuracy, errors or omissions in the information they provide us;

(d) any partial or non-performance of our obligations by reason of any cause beyond our reasonable control, including any breakdown, delay, malfunction or failure of transmission, communication, computer facilities or our Website, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supranational bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of our custodian, sub-custodian, dealer, Market or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

37.4 The exclusions of, and limitations to, our liability set out in this Clause 37 are in addition to any other exclusions and limitations of our liability set out under these Terms.

37.5 Nothing in these Terms will limit our liability for death or personal injury resulting from our negligence.

37.6 Nothing in these Terms will exclude or restrict any duty or liability we may have to you under the regulatory system, which may not be excluded or restricted.

38. Exclusion of liability in respect of the Mobile App

38.1 This Clause 38.1 will apply to the Mobile App in addition to, and not in limitation or exclusion of, any other provisions in these Terms relating to the limitation of our liability.

38.2 We will not be held liable for any claim, damages or other liability (including loss of funds, direct or indirect losses, data or service interruptions, delays, inaccuracies, errors and omission in data provided) whether in contract, tort or otherwise, arising from or in connection with:

- (a) the use, operation, performance, error or malfunction of the Mobile App; or

- (b) any computer viruses, worms, software bombs or similar items introduced into your computer hardware or software (including your Access Method) via the Mobile App,

other than as a result of our fraud or gross negligence.

38.3 We will not be liable to you for any Losses which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers.

38.4 You acknowledge and agree the Mobile App may not be provided on a continuous basis and neither we nor any third party provider accept any liability in this respect.

38.5 We shall not be liable for any Losses whatsoever arising from any unauthorised use of the Mobile App.

38.6 We shall not be liable for any act taken by or on the instruction of a supplier or regulatory body.

38.7 You will ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network.

39. Indemnity

You shall pay to us, on a full indemnity basis, any losses, liabilities, damages, costs, claims, expenses (including legal fees and administrative costs for any legal proceedings, investigatory actions or debt collection), fines, penalties, taxes, imposts, any other fees and levies which we may incur or be subjected to with respect to:

- (a) any of your Accounts;
- (b) any false or misleading information or declaration, or misrepresentation made by you to us or to any third party;
- (c) any breach by you of these Terms; and

- (d) any enforcement of our rights under these Terms or otherwise.

The indemnities provided by you in this Clause 38 are in addition to, and not in limitation or exclusion of, any other indemnities provided by you under these Terms, including Clause **Error! Reference source not found.**

SECTION 13 – DATA PROTECTION

40. Data Protection

40.1 Applicable Law may impose requirements on persons who process "personal data". We agree to comply with Applicable Law. If the Applicable Law also apply to you, you also agree to comply with them.

40.2 We shall process personal data given to us only for the purposes of implementing these Terms or for any purposes in connection with any Services offered to you by us.

40.3 You acknowledge that we may, and expressly authorise us to, obtain, process, disclose and transfer, without prior notice, personal data about you (and, where applicable, individuals in respect of whom you provide us with personal data) to third parties or to Affiliates of Equiti. You understand that the data protection legislation in other jurisdictions may not give you as much protection as the data protection legislation under the Applicable Law.

40.4 For further information on how we process your personal data and your rights, please see our privacy policy (as amended from time to time) which can be accessed on our Website.

SECTION 14 – MISCELLANEOUS

41. Language

These Terms are supplied to you in English and we will continue to communicate with you in English for the duration of these Terms. You may receive documents and other information about us in other languages. If a document is translated into another language, this will be for information purposes only and the English version will prevail in the event of a conflict or inconsistency.

42. Notices

42.1 A notice given under these Terms must be in writing and may be made by electronic means (including email and via the Mobile App) or sent by registered post.

42.2 A notice will be considered to have been served:

- (a) if sent by registered post or registered mail, three clear Business Days after the date of posting (i.e. not including the day of posting itself); or
- (b) if sent by email, one hour after sending during business hours at its destination or, if not within business hours, at the opening of the next period of business hours, but subject to no “not sent” or “not received” message being received from the relevant email providers.

42.3 Any notice, instruction or other communication which we send you via e-mail will be sent to the email address you have registered with us. You must notify us immediately of any changes to your email address.

42.4 Each notice, instruction or other communication to you (except confirmations, statements of Account, or notice of amendment to, or termination, of these Terms) is conclusive unless you provide us with a written objection within five Business Days’ of the date on which such document was dispatched.

43. Our rights and remedies

The rights and remedies provided under these Terms are cumulative and not exclusive of those provided by Applicable Law. We are under no obligation to exercise a right or remedy. A failure or delay by us in exercising our rights under these Terms or otherwise is not a waiver of such right or remedy. No single or partial exercise of a right or remedy will prevent further exercise of that right or remedy or the exercise of another right or remedy.

44. Force Majeure

44.1 Where we reasonably consider that an exceptional event specified in Clause 44.2 has occurred or is occurring, we may make

take one or more of the following steps without giving you notice and without being liable to you for any Losses that you may suffer as a result:

- (a) limit your ability to place an Order; and
- (b) cancel or void all Orders which are affected by the exceptional event.

44.2 An exceptional event is:

- (a) any fire, strike, riot, civil unrest, terrorist act, war or industrial action;
- (b) any natural disaster such as floods, tornadoes, earthquakes and hurricanes;
- (c) any epidemic, pandemic or public health emergency of national or international concern;
- (d) any act or regulation made by a government, supra national body or authority that we believe stops us from maintaining an orderly market in relation to the Precious Metals bought or sold on the Mobile App;
- (e) excessive changes to the price, supply or demand of any product (or where we reasonably anticipate change);
- (f) technical failures in transmission, communication or computer facilities including power failures and electronic or equipment failures;
- (g) the failure of any supplier, intermediate broker, agent, principal custodian, sub-custodian, dealer, exchange, clearing house or regulatory organisation to perform its obligations to us;
- (h) suppliers not providing, or being unable to provide Precious Metals, to us;
- (i) an event which significantly disrupts the market, which could include the premature close of trading in the market of a product, excessive movements in the price, supply or demand of a product; or

- (j) any other events described in Clause 37.3(d).

45. Amendments

45.1 We may amend these Terms at our sole discretion by publishing the amended and restated Terms on our Website. In the event we make material amendments to the Terms, we will give you five Business Days' written notice. Unless otherwise specified in the notice, such amendment will become effective on the day immediately following the five Business Days.

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

45.3 If you object to an amendment to the Terms under this clause 45.1, you must provide us with written notice of such objection within five Business Days' of the amendment to the Terms. If you object to the amendments, we will attempt to address your concerns in line with our complaints handling procedure, and in any event no later than ten Business Days' following receipt of your objection. During this period, you will not be permitted to place an Order. If we are unable to address your concerns within the ten Business Days, you or we may terminate these Terms immediately in accordance with Clause 69.

46. Surviving terms

Outstanding rights and obligations (including the exclusions and limitations of our liability and Clauses in this Section 18) shall survive the termination of these Terms and shall continue to be governed by these Terms.

47. Policies

47.1 All Policies, in force from time to time, form part of the Agreement. By accepting, or having been deemed to accept, these Terms you confirm that you have read and understood the Policies and accept the Policies.

47.2 We may amend the Policies from time to time at our discretion. An amendment to a Policy will be reflected on the available

version of such Policy on our Website. You are deemed to have accepted the amended and restated Policy after five Business Days' of its posting on our Website.

48. Joint and several liability

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

49. Assignment

49.1 These Terms will be for the benefit of and binding upon you and us, and our respective successors and assignees. You must not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under these Terms or an interest in these Terms, without our prior written consent. Any purported charge or transfer in breach of this clause 49 will be void. You must not allow a trust to be declared over any of your rights under these Terms without our prior written consent.

49.2 Subject to Applicable Law we may delegate the performance of our obligations to an appropriate third party. Such delegation will not affect our obligations under these Terms. We will be entitled to assign all or part of our benefits or rights under these Terms without your consent.

50. Confidentiality

We will treat all information we hold about you, your Account as confidential, even when you are no longer a client. You permit and authorise us to disclose this information to:

- (a) our Affiliates;
- (b) anyone who provides services to us or acts as our agent (including credit reference agencies or other

organisations that help us make credit decisions or in the course of carrying out identity, fraud prevention or credit control checks);

- (c) anyone where we required to do so by Applicable Law;
- (d) anyone to whom we transfer or propose to transfer any of our rights or duties under these Terms;
- (e) regulators and governmental agencies, in any jurisdiction, where we are requested or required to do so;
- (f) anyone where there is a public duty to disclose or our interests require disclosure; and
- (g) any other person at your request or with your consent.

51. Right to set-off

- 51.1 If any Losses incurred by us, monies owed to us or debit balances in relation to your Account exceeds all amounts held by us in relation to that Account, you must pay such excess to us whether demanded or not.
- 51.2 To the extent permitted under the Applicable Law and without prejudice to any other rights to which we may be entitled, we have the right to deduct (or set-off) any money or Obligation arising from these Terms or otherwise that you owe us or our Affiliates from the money in your Account, and any other sums, instruments or assets held by us under these Terms or otherwise, for or to your credit.
- 51.3 If you have more than one Account, we shall have the right to set-off any money or liability that you owe us under one Account, from the money available in your other Accounts, or from the proceeds of the sale of Precious Metals that we hold for you in your other Accounts.

52. Severance

If, at any time, any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Terms nor the legality,

validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

53. Our records

Our records will be evidence of your dealings with us in connection with our Services. You will not object to the admission of our records as evidence in any proceeding because such records are not originals, are not in writing or are documents produced by a computer. You will not rely on us to comply with any of your record keeping obligations, notwithstanding the fact that records may be made available to you on request in our sole and absolute discretion.

54. Your records

You agree to keep adequate records in accordance with Applicable Law to demonstrate the nature of Orders submitted and the time at which such Orders are submitted.

55. Co-operation for proceedings

You agree to co-operate with us to the full extent possible in the defence or prosecution of any legal or regulatory proceedings.

56. Entire agreement

The Agreement comprises the entire agreement between the Parties relating to the subject matter hereof and each Party acknowledges that it has not entered into the Agreement relying on any representation, statement or agreement, whether oral or in writing, other than those expressly incorporated in the Agreement.

57. Governing law

These Terms and all non-contractual obligations and other matters arising from them or in connection with them shall be governed by and construed in accordance with the laws of the United Arab Emirates.

58. Jurisdiction

Subject to Applicable Law, each of the Parties irrevocably:

- (a) agrees for our benefit that the courts of Dubai will have

jurisdiction to settle any suit, action or other proceedings relating to these Terms ("**Proceedings**") and irrevocably submits to the jurisdiction of such courts (provided that this will not prevent us from bringing an action in the courts of any other jurisdiction); and

- (b) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

59. Interpretation

59.1 In these Terms, the following words and expressions will, unless the context otherwise requires, have the following meanings:

"**Access Method**" means all hardware and software, technology, equipment, network facilities and other resources and facilities needed to enable you to access and use an Electronic Trading Service;

"**Account**" means an account opened with us for the purpose of placing Orders;

"**Affiliate**" of a person ("**A**") means another person controlled by A directly or indirectly, a person that controls A directly or indirectly, or a person directly or indirectly under common control with A. For the purpose of this definition: (a) "control" of a person means ownership of more than 50% of the person, or the ability to control the decisions made by the person; and (b) "person" means a natural or legal person;

"**Agreement**" has the meaning given to it in Clause 2.1;

"**Applicable Law**" means:

- (a) the DMCC Regulations, and any other rules of a relevant regulatory authority;
- (b) the rules, regulations, procedures and customs of a relevant Market; and
- (c) all other applicable laws, rules, procedures, guidance and regulations

(including, without limitation, accounting rules and anti-money laundering or sanctions legislation) as in force from time to time;

"**Authorised Individuals**" means the individuals that:

- (a) have been authorised to have access to or control of the Account;
- (b) have been authorised to act on behalf of the Entity; or
- (c) we reasonably believe have been authorised under (a) or (b);

"**Business Days**" means any day other than a Saturday, Sunday or a public holiday in the Republic of United Arab Emirates;

"**Entity**" means a firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality) of two or more of the foregoing;

"**Event of Default**" has the meaning given to it in Clause 32.1;

"**Losses**" means all direct and indirect liabilities, damages, costs, claims, expenses, fines, penalties and any other losses;

"**Manifest Error**" has the meaning given to it in Clause 17.1;

"**Market**" means a regulated market of Precious Metals accepted by us;

"**Mobile App**" means the mobile application we use for the provision of our Services or to which we give you access from time to time, namely **Equiti Gold** app;

"**Order**" means an instruction to buy or sell a Commodity on the Mobile App;

"**Party**" means you or Equiti, and "**Parties**" means you and Equiti as parties to the Agreement;

"**Precious Metals**" means the Precious Metals available for sale or purchase via the Mobile App;

"Policies" means the policies and other terms and conditions that we adopt from time to time, as amended, which are available on our Website;

"Potential Event of Default" means any event which may reasonably become an Event of Default with the passage of time, the giving of notice, the making of any determination, or any combination of the above;

"Services" means the services described in Clause 3 and any other services we may provide from time to time;

"Schedule" means a schedule to these Terms and Conditions;

"Terms" means these terms and conditions and the Schedules hereto, as they may be amended from time to time;

"Website" means the information displayed on <https://www.equiti.com/gold> (or any other replacement or supplementary site), as updated by us from time to time.

- 59.2 References in these Terms to a statute or statutory instrument or Applicable Law include a modification, amendment, extension or re-enactment thereof, as in force from time to time. A reference in these Terms to "document" will be construed to include an electronic document.
- 59.3 References in these Terms to the singular will also include the plural.
- 59.4 References in these Terms to a person includes a body corporate, unincorporated association and partnership, natural person, firm, company, corporation, government, state or agency of a state or an association or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- 59.5 The use of the word "including", "inclusive", "includes" and any words that follow it will not be deemed to be exhaustive.