

USER SERVICE AGREEMENT ITRADER GLOBAL PTY LTD





User Service Agreement

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User Service Agreement

Party One: "iTrader Global Pty Ltd", with an ACN of 686 857 198, and a registered address of Level 1, 256 Rundle Street, Adelaide, SA 5000 (hereinafter referred to as the "Service Provider"), which provides forex trading evaluation accounts in Australia.

Party Two: A citizen who wishes to participate in international forex trading and open an evaluation account under the terms of this agreement (hereinafter referred to as the "User"), collectively referred to with the Service Provider as the "Parties", and this "Agreement" is made to govern the mutual rights and obligations between the Parties.

1. General Provisions

1.1. The purpose of this Agreement is to define the terms and conditions under which the User participates in the global forex market by opening a trading evaluation account, and, if successful, is eligible to be offered a real trading account by the Service Provider.

1.2. This Agreement shall be governed and interpreted in accordance with the laws of Australia and other applicable legal regulations.

1.3. This Agreement, along with its annexes, specifically "Evaluation Conditions" in Annex 1, shall constitute the full agreement between the Parties regarding the subject matter herein.

2. Term of the Agreement

2.1. This Agreement shall enter into force upon the User's registration and shall remain effective until it is terminated by either Party in accordance with the conditions outlined herein.

2.2. The Service Provider has the right to terminate this Agreement if the User fails to comply with the general or specific evaluation conditions.

2.3. The User may terminate this Agreement by submitting an official written request via email to the Service Provider.

3. Rights and Obligations of the User

3.1. The User shall have the following rights under this Agreement:

3.1.1. To register on <u>https://www.itrader.global</u> and accept the "Evaluation Conditions" outlined in Annex 1; 3.1.2. To make inquiries or complaints, express opinions, and submit suggestions or feedback to the Service Provider;

3.1.3. To receive services in accordance with the terms and requirements outlined in this Agreement;

3.1.4. To choose whether or not to open a real account after completing the evaluation account successfully.

3.2. The User shall fulfill the following obligations under this Agreement:

3.2.1. To provide complete and accurate personal and financial information as requested during the registration process and throughout the evaluation period;

3.2.2. To ensure that all funds used in trading are from lawful sources and not associated with money laundering, terrorism financing, or any other criminal activities;

3.2.3. To comply with the trading rules and evaluation procedures as stated in this Agreement and in Annex 1; 3.2.4. To refrain from using any unauthorized or prohibited strategies or systems during the evaluation, and to be fully responsible for the consequences of such actions.

3.2.5. The User shall be fully responsible for any losses incurred from their trading activity and shall pay personal income tax on any profits earned.

3.2.6. The User must ensure the confidentiality and security of their login credentials, including username, password, and email address used to access <u>https://www.itrader.global</u>, and must not share, disclose, or use

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suspicious links, register on third-party websites, or take any actions that may compromise the security of their personal information.

3.2.7. If the User suspects unauthorized access to their account or the misuse of their credentials by a third party, they must immediately notify the Company by contacting the customer support team via email at support@itrader.com.

4. Rights and Obligations of the Service Provider

4.1. The Service Provider shall have the following rights under this Agreement:

4.1.1. To suspend services, freeze accounts, restrict access, and take other necessary actions if the User is found to be violating applicable laws, regulations, or the terms and conditions of the Agreement, including promotional terms and conditions.

4.1.2. To terminate services, cancel registrations, and deny access if the User fails to meet the conditions outlined in this Agreement or related service conditions.

4.1.3. To review the User's trading history and, in case of irregularities, suspend, limit, or delete the User's account or restrict platform access.

4.1.4. To use the User's registration phone number and email address to communicate service-related updates, notifications, or requests for verification, if necessary.

4.1.5. If any of the cases mentioned in Clause 6.1 apply, the Service Provider may suspend or terminate the User's access and notify the User accordingly.

4.2. The Service Provider shall have the following obligations under this Agreement:

4.2.1. To ensure that <u>https://www.itrader.global</u> is accessible and functioning normally for users.

4.2.2. To inform the User of any changes or updates to the terms and conditions via the official website or registered communication channels.

5. Termination of the Agreement

5.1. The Service Provider may unilaterally terminate this Agreement under the following circumstances:

5.1.1. If the User violates the terms and conditions of this Agreement;

5.1.2. If the User is found to be using the trading platform or services in a manner that conflicts with system integrity or operational guidelines;

5.1.3. If the User fails to meet the requirements outlined in the "Evaluation Conditions" annex or violates Clause 4.2.1.

5.2. The User may terminate this Agreement at their own discretion in the following cases:

5.2.1. By submitting a written request to the Service Provider;

5.2.2. Without needing to specify a reason.

6. Warranty

6.1. The User provides the following warranties by fully accepting this Agreement and the "Evaluation Conditions":

6.1.1. I confirm that I am over 18 years old and possess full legal capacity to enter into this Agreement and have read and understood the "Evaluation Conditions."

6.1.2. I understand and acknowledge the specific nature and risks of leveraged forex trading and accept all warnings, notices, and risk-related disclosures provided in connection with the services.

6.1.3. I accept full responsibility for any potential trading losses and acknowledge that such losses may include the full or partial balance of my trading account.



6.1.4. I understand and agree that any profits earned from my trading activities may be subject to personal income tax, and I am responsible for complying with tax laws and regulations in that regard.

6.1.5. I accept that in the event of platform failure, service interruptions, or errors due to technical or other issues, the Service Provider shall not be liable for damages, and that I must bear responsibility in such cases in accordance with the agreement and applicable laws.

6.1.6. I am responsible for keeping my account login credentials and personal data confidential and secure throughout the duration of my use of the services.

7. Official Notices

7.1. The Service Provider shall deliver official notices regarding this Agreement and the "Evaluation Conditions" through the following channels:

7.1.1. Facebook page: <u>https://www.facebook.com/iTraderMN/</u>

7.1.2. Instagram page: https://www.instagram.com/iTraderMN/

- 7.1.3. YouTube channel: https://www.youtube.com/@iTraderMN/
- 7.1.4. Website: <u>https://www.itrader.global</u>
- 7.1.5. User's registered email address

7.2. The Service Provider may issue official notices regarding the following matters:

7.2.1. Amendments or updates to this Agreement or the Evaluation Conditions;

7.2.2. Announcements regarding service fees, offers, and promotional conditions;

7.2.3. Notifications regarding technical difficulties, maintenance, or service interruptions.

7.3. Any notice issued through the channels listed in Clause 7.1 shall be considered valid and effective within 1 business day. The Service Provider shall not be held responsible for any failure by the User to read or respond to such notices.

7.4. The Service Provider shall maintain the security of user data when issuing notices via the channels specified in Clause 7.1 and ensure the protection of personal information communicated through official means.

8. Liability

8.1. If either party breaches the Agreement, they shall bear full responsibility for the resulting damages.

8.2. The Service Provider shall not be liable for the following risks or damages:

8.2.1. Market risk, including changes in global or local economic conditions, regulatory restrictions, or other force majeure events as stated in Clause 9;

8.2.2. Damage caused by cyberattacks or system breaches that disrupt the Service Provider's platform or systems;

8.2.3. Events of large-scale force majeure, including economic instability, market closures, or regulatory changes that affect the financial markets;

8.2.4. Losses resulting from the User's failure to secure their credentials, or unauthorized third-party access to their account;

8.2.5. Damage arising from misunderstanding or misinterpretation of the Agreement or the Evaluation Conditions by the User;

8.2.6. Losses caused by incorrect market predictions, use of trading bots (BOTs), or improper use of the services provided by the Service Provider.

9. Force Majeure

In the event of a force majeure situation—including but not limited to floods, earthquakes, extreme weather conditions, natural disasters, fires, wars, uprisings, civil unrest, epidemics, accidents of any kind, government actions, decisions, restrictions, telecommunication or power outages, equipment or software failures, or cyberattacks—where the Service Provider is unable to maintain uninterrupted operation of

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<u>https://www.itrader.global</u>, the Service Provider shall not be held liable for any damages resulting from service interruptions, suspensions, or maintenance until normal operations resume.

10. Miscellaneous

All disputes or disagreements arising between the parties in connection with this Agreement shall first be resolved through mutual negotiation. If resolution cannot be reached, the matter shall be settled in accordance with the laws of .

Any matters not regulated by this Agreement or the Evaluation Conditions shall be governed by the applicable laws and regulations in force in Australia.

The Service Provider shall store the original copy of this Agreement electronically, validated by the User's electronic signature.

Any annexes to this Agreement shall have the same legal force as the Agreement itself. This Agreement is executed in two copies, with each party retaining one copy, and both shall be deemed equally valid and legally binding.