

Terms & Conditions

kaarat

The stipulations of the Terms & Conditions (referred to herein as “the Agreement”) are the official conditions and terms of Kaarat Ltd. (referred to herein as “the Company”). The Company operates under the official website Kaarat.com (referred to herein as “the Site”) with the registration number 26155BC2021 and with a registered address located in St. Vincent & the Grenadines.

The users (referred to herein as “the Client”) of the Company’s services should read this Agreement in its entirety before using the Site. This Agreement legally binds the Client and the Company (collectively referred to herein as “the Parties”) with the primary objectives of regulating the Parties’ business relationship, describing the available services, and resolving any dispute or contingency that may arise.

The Company has extended published terms as supporting documents to this Agreement, namely: General Risk Disclosure, Anti-Money Laundering (AML) Policy, Know-Your-Customer (KYC) Process, Conflicts of Interest, Complaint & Dispute Management, Order Execution, Privacy Notice, and Refund Procedure. The preceding documents form the entirety of this Agreement and are integral hereto.

The official language used by the Company is English. The translated texts, contents, and documents are only for reference. If language misconstruction or misinterpretation occurs, the English version of any material will always prevail.

The relevant obligations concerning the enforcement of warranties and representations shall survive the termination of this Agreement.

1. Subordination and Binding Effect

1.1. This Agreement and its future amendments will compel the Client until the date of termination. Moreover, this Agreement is valid consent from the date of the Client's registration.

1.2. The Parties bound to this Agreement will serve as intermediaries to one another. Handwritten signatures are not necessary for this Agreement to take effect. This Agreement is considered a distant contract where it automatically binds the Parties and should be treated as if it were duly signed.

1.3. The Company can enforce the provisions in this Agreement as it sees fit without giving a written notification in advance.

1.4. The Company holds every right to amend and shift any existing rights, welfare, and responsibility under this Agreement.

1.5. During the trading period, the Agreement may include updates and additional clauses regarding the terms of use. The Client accepts the Agreement and the following modifications. Not accepting the terms of the Agreement may result in the Company imposing sanctions or inability to deliver its services.

1.6. The Client must comply with the Terms of Use and other supporting policies, including the additional contracts provided through his/her trading course.

1.7. The Company is entitled to modify and alter entirely or partially the platform's terms and conditions, as mentioned on the Site. The Client hereby irrevocably authorizes, represents, and undertakes the terms for using the platform, including every modification in the future.

2. Use of the Services

2.1. The Client accepts the terms and conditions herein to use the Company's services completely and effectively.

2.2. Following the acceptance or approval of a Client's registration or account creation, the Company will require an initial deposit before the account's activation. The minimum initial deposit required may be changed and determined by the Company from time to time.

2.3. The Company's services are offered only to users who are not restricted by their governing jurisdiction's laws and any other regulations applicable. The Client should not access the services and should not participate in the activities if prohibited by such laws. The Client agrees, warrants, and ensures his/her compliance with all applicable regulations and statutes.

2.4. For the Company to determine if a service, product, or promotion offered suits the Client or not, information regarding the Client's familiarity with his/her investment may be obtained. These are subject to all applicable regulations that the Company is obliged to follow. If the Client fails to provide the required information, it may result in the Company's inability to determine its services' appropriateness for the Client. Therefore, based on the provided information, the Company will assume that the Client is familiar with the Company's nature of business. The Company will not be held liable for any incomplete information regarding the Client's familiarity with the services and transactions.

2.5. After completing the Registration Form and submitting the documents required by the Company in the account creation, the Company will assess the documents and information submitted. Confirmation regarding unclear or missing information or document will be sent via email.

2.6. The Company is not responsible for assessing a financial instrument's compatibility with the Client's chosen transaction or requested services. Therefore, the Client may not be provided with any service protection and regulation protection.

2.7. The Company may choose to offer the following services to the Client after the fulfillment and accomplishment of the obligations given to the Client:

- A.) Client order receiving and transmitting of derivative trades.
- B.) The order execution of derivatives and other marketable assets.
- C.) The provision of foreign currency services as long as reception and transmission services are associated.
- D.) Trading services related to the financial market.

2.8. English is the official communication language that the Company and its representative use through which information, terms, and other documents will be made available at the Company's official Site. Even though English serves as the official communication medium, other contracts and documents may also be translated into other languages, which the Company shall provide. Translations or other versions of these said terms or documents will not result in a different legal result or effect, therefore leaving the Company without liabilities on how the other versions will be interpreted.

2.9. The Client shall be held primarily responsible for determining whether he/she is eligible to access the Company's services legally. The Company will not issue any statement or warranty about the legality of the Company's services in the jurisdiction where the Client is residing or currently located. Invitations, offers, and other promotions from the services do not translate to guaranteed legal access to any of the Company's services. It will also be the Client's sole responsibility to ensure his/her compliance with the laws applicable to him/her before registration or access to the services through the Site.

3. Client Suitability and Appropriateness

3.1. The Client may trade with funds from different resources such as digital coins or genuine money. With that, the funds that are used by the account have to be legally obtained. The Client agrees to the above and confirms that he/she will not accumulate interest in the trading account.

3.2. Trading derivatives carries multiple risks, including loss of money, additional expenses, and other commissions. There is a high risk of carrying heavy damages due to derivatives trading. The Client declares and acknowledges the possible risks involved before using the Company's services.

3.3. Each country has its specific regulations regarding the services provided by the Company. The Client must confirm that he/she is acting in compliance with the local laws or will be solely accountable for not abiding by them. The Client agrees to the preceding and ensures that he/she is in legal competence and above 18 years old.

3.4. Based on the Anti-Money Laundering law, the Company reserves the right to close any account of a politically exposed client. In addition, the Company may decide to block access to services if the Client makes this violation. The Client hereby declares that he/she is not politically exposed.

3.5. The Company shall not return charges regarding the trading platform (e.g., Client Area, news, and signals). Once the Client asks for chargebacks, the Company will revoke his/her access to the account, and it shall be closed immediately. The Client must understand that trading carries risks. Therefore, the initial return on the investment, in addition to the interest on the fund, is not guaranteed.

3.6. The Client agrees to not transact as a U.S. person or represent a U.S. person to make transactions on their behalf. Accordingly, the Client should cease access and use of the Company's services as soon as he/she becomes a U.S. person or transacts for a U.S. person. The grounds for recognizing a U.S. person include the following:

- A.) Being a naturalized U.S. citizen
- B.) Being physically present in the U.S. during the use of our services
- C.) Being a partner, business, trust, or an authorized person ordered or included under U.S. laws
- D.) Having a principal place of business (PPOB) in the U.S.
- E.) Having discretionary or non-discretionary account(s) of a U.S. person
- F.) Being a U.S. person, as stated in 17 CFR 230.902

3.7. Any information or statement included herein must not be considered a solicitation to buy or sell any security or other financial instrument through our exchange facilities. Unless an exemption from registration is available for a broker, dealer, or investment adviser and the specific type of transaction or product involved, the only entities that can provide financial services or offer to buy or sell securities to U.S. residents are those who are legitimately registered as brokers, dealers, or investment advisers with federal and state regulatory authorities in the United States and its territories and possessions, including the jurisdictions where the applicable securities are registered.

4. Trading Account

4.1. The Company will continue to segregate the Client's money, which is voided for the internal and external use of the Company's business. The Client funds can also be combined with other Client money in the same account if a written request was made by the relevant Clients and upon the Company's approval.

4.2. The Company reserves its right to deposit the Client money on any third party, given they have a security interest, lien, or right of set-off concerning that money. Another circumstance where the Company can deposit the Client money to a third party is for collateral or margin purposes.

4.3. The Company may create an unsecured claim against the third party on behalf of the Client when deemed necessary. This situation may lead to uncertainty and perils. In such a case, the Company will not carry any responsibility or any consequences.

4.4. Once a trading transaction closes, the profit and loss of derivatives are automatically deposited or withdrawn from the Client's account.

4.5. The Company can charge the Client with bank-related charges or any fees connected to his/her trading account.

4.6. The Company has the right to close the trading account if the balance reaches the Company's minimum required deposit, which the required minimum may vary depending on the account type.

4.7. Trading accounts that exist inactive for one year will be charged a maintenance fee. The fee regards the Company expenses due to keeping the account open without any trading operations.

4.8. A trading account inactive for more than one year will be closed by the Company and shall receive a fee. The Company may notify the Client in advance through email regarding the inactivity and anticipated closure date.

4.9. The Company will terminate the Client's trading account in the following cases, where the termination will be initiated without prior notice:

- A.) The account is inactive for a period that exceeds 30 days.
- B.) The account balance is empty after the Client's last withdrawal.
- C.) The Company has failed to reach the Client by phone or email.

4.10. During the account closure procedure, the Company may apply several actions on the account:

- A.) Account closure fees in case of unsettled obligations towards the Company.
- B.) The signing of account closure confirmation.
- C.) Cancellation of profits generated from the received credit funds if the Company finds due obligations from the Client's side.
- D.) The bonuses received on the credit funds on the trading account might be deducted from the account's total Equity.
- E.) Daily fees for non-activity.

4.11. The Company shall have a general lien on the Client's money held by the Company or its Associates on behalf of the Client until the Client fulfills the relevant responsibilities.

4.12. If the Client's total amount of payable matches the Company's, the firm will have the power to regulate the mutual responsibilities to either make payments set off or cancel them ultimately.

4.13. If the total amount of payment by a single party surpasses the total amount payable by the other party, the party with the highest total amount shall cover the other party's remaining values. All responsibilities to make payment will be automatically gratified and cleared.

4.14. The Company may consolidate the balances of the different accounts and set off such balances.

5. Acknowledgment of Risks and Consent

5.1. The Client hereby consents to act as the primary representative and does not act on behalf of someone else. In those cases, the Company can add an exception provided that a written request was submitted. Relevant documents and information must support the request prior to receiving approval from the Company.

5.2. The Client affirms that he/she is the individual who completed the relevant Registration Form, or if otherwise happens:

- A.) The Client is part of a company or organization.
- B.) The Client was authorized to perform such on behalf of a company.

5.3. The Client confirms that he/she has a complete understanding of the terms of this Agreement. This confirmation includes the use of information and documents through:

- A.) Make pleas and directives to execute some or all obligations hereunder.
- B.) Authorization by the Client to pursue a contract and to proceed with orders.

5.4. All information received through the Client's Registration Form must be valid, accurate, and complete. The documents provided by the Client and approved by the Company are also expected to be genuine, authentic, and valid.

5.5. The Client agrees to operate and act under this Agreement while compelling with the existing laws and rules applicable to his/her jurisdiction and legislation where he/she is located.

5.6. The Client hereby declares he/she is complying with the Company policy that forbids the use of money obtained in illegal ways. In addition to this, the Client commits not to use money that supports terror activities or movements.

5.7. The Client further affirms the following before using the services of the Company:

- A.) The funds used are free of charges and other similar obstructions.

B.) The Client agrees to understand their chosen type of Financial Instrument and accept the risks that come with it.

C.) The Client declares there is no affiliation with politics.

5.8. The Client acknowledges that the current market and the Financial Instruments will hold no restriction but seldom consider the Client's nationality and religion to comply with the relevant laws.

5.9. The Client acknowledges that trading derivatives is not meant for everyone and that there is a higher risk that entails significant losses and damages that vary from small scale to large scale. Such costs include but are not limited to loss of money, additional expenses, and other commissions.

5.10. In line with Paragraph 3.5., the Company shall not return charges regarding the trading platform. Once the Client requests a chargeback, the Company will revoke his/her access to the trading account. Following the risk disclosure, the initial return on the investment and interest on the fund is not guaranteed.

5.11. The Client agrees and understands that trading with the Company's Online Trading System carries the same risk and instability as the derivative. The Client is not required to deliver any of the Underlying Assets of the derivatives nor the ownership thereof.

5.12. The Client agrees and understands that trading any derivative means that he/she is trading for the possible outcome and the potential price of the current and Underlying Asset. The actual derivative trading does not materialize on the Regulated Market, instead of Over The Counter (or OTC).

5.13. The Company does not hold responsibilities and liabilities when the Client is introduced to the Company through an Introducer. The Company hereby states that the Introducer is not affiliated with the Company and holds no attachments to its agreements and conditions.

5.14. The Client agrees that the Agreement made with the Introducer entails new costs, which include charges, payments, and commission.

6. Intellectual Property

6.1. This Agreement does not constitute Client rights to own any part of the Company's properties. The Company prohibits acts such as disassembling, publishing, copying, redistributing, decompiling, translating, modifying, reverse engineering, and making any attempt to access the Site's source code and its content.

6.2. Any Company information shall not be reproduced and must not be distributed to any other person or used in any way without the Company's written approval. The Site, including any copyright or trademark, shall not be changed.

6.3. In compliance with this Agreement, the Client cannot sell, rent, lease, or lend the Company’s system. The trademark includes all rights to the intellectual property, including, but not limited to, developments and improvements, trademarks, patents, designs, copyright, and any corresponding property rights under the jurisdiction laws. Violation of these terms or failure to comply may result in the suspension of the Client’s use with or without notice. Violation may also result in the closing of the account and immediate revoke of any given services.

6.4. Intellectual property rights of the Site and its content, including but not limited to graphics, software, files, programs, videos, and audio, shall remain the sole property of the Company and its operators. Any use should be allowed under the expressed and written approval of the Company. Furthermore, the Site is protected by international copyright laws and treaties under the terms, including the warranty disclaimers and limitations of liability.

7. Personal Information, Data, Communications, and Other Records

7.1. The Company keeps a record of all the conversations with the Client through official communications means for business and quality assurance purposes, i.e., phone calls, emails, and customer-support live chat. Accordingly, the Company is the sole owner of the preceding communication records, where such recordings can be used to prove communication between the parties if deemed fit. The Client hereby consents to such recordings and their use by accepting this Agreement.

7.2. The Company may gather the Client’s information and personal details from several groups or governing agencies such as banks, financial institutions, fraud prevention agencies, regulatory agencies, and registered public providers. The Company will treat the Client’s information as confidential. Collected information will not be used for any other purposes other than in connection with the Company’s inquiries.

7.3. The Client’s relevant documents and information can be collected by the Company when the Client registers on the Site or when completing any electronic form from the Company and receiving scanned copies of the Client’s documents.

7.4. The Company may also request the Client’s objectives and other relevant information to complete his/her trading account portfolio. The required Client documentation includes his/her identification cards and numbers, certificate of residence, and other registration numbers. The provision of all required documents complies with the KYC Process. The collected information and details of the Client include his/her complete name and address, date of birth and age, country of the current and original residence, email address, and contact number.

7.5. Submitted documents or information can be rejected if it is inaccurate, outdated, incomplete, or an incomplete type of data that the Company requires. Accordingly, the Client must provide the correct document or information to prevent account or transaction issues in such a case.

7.6. The Client's information may be disclosed in the following circumstances:

- A.) A request from the law or high court.
- B.) An investigation by related authorities in the prevention of illegal activities such as fraud and money laundering.
- C.) Third-party execution where orders and other ancillary purposes require such information.
- D.) Authorized organizations for legal purposes.
- E.) Professional advisors of the Company with the confidential nature of the Company being informed beforehand.
- F.) Third parties in charge of maintaining and processing the system database, record-keeping companies, and other similar service providers.
- G.) Company affiliates to provide complete services to the Client.
- H.) Regulatory law requests from the jurisdiction that has the power over the Company and its associates.

7.7. The Company upholds relationships with financial partners such as banks and co. to maintain its daily activities. In line with that, all financial partners or merchant affiliates can receive the Client's financial records if necessary.

7.8. Additionally, the Company has the right to disclose the Client's data, such as KYC documents and information, to its affiliates, strictly for business reasons. Affiliates may include but are not limited to the Company's service providers, banks, and credit institutions.

7.9. This Agreement with the Client does not compel the Company to provide him/her documents, communication records, or any of the Company's data. The Company has the right to refuse any request from the Client or any third party for communication records or data provision, which helps prevent a breach of privacy and avoid illegal use of the information or data records.

7.10. During the trading period, the Company may request additional documentation based on the payment method or the Client's country of residence. The documentation is used to validate the Client's identity. Therefore, the Client must provide the Company with all the documents it may demand to enable trading.

7.11. The Client consents that his/her data will be placed under these provisions and the jurisdictional laws where he/she currently resides.

7.12. Any status confirmation, account status, confirmation on orders, and other messaging transactions between both parties may be sent through an electronic form where the Company will keep a record.

7.13. The authorization of the transactions made by the Client is compelled by the approval of the Company. These transactions include electronic resolutions where the transaction will be valid only after receiving the Company's approval. Permission for third-party transactions will only be given after the Company receives written consent from the Client to conduct the transaction and the Client's written consent for this transfer.

7.14. Electronic documents can be provided to the Client's registered email address, where such documents may require electronic signatures for acknowledgment. Accordingly, electronic signatures are equivalent to written signatures, which are as binding and enforceable.

7.15. Since the electronic documents are sent to the Client's registered email address, he/she must provide a valid email address. If there are any changes to the Client's email or it can no longer be accessed, immediate notice must be sent to the Company. The Client is solely responsible for any outcome related to not receiving documents that require his/her electronic signature due to not giving advance notice.

7.16. In line with the paragraph above, the Client must provide an active email address for daily business communication with the Company. The Client is responsible for informing the Company of any changes in his/her email address and any other relevant information. If the Client experiences unusual confirmation messages and other similar issues, the Client may report this to the Company's customer support immediately.

8. Credits and Bonuses

8.1. Acceptance of the bonus and credit to the trading account binds the Client to its terms and conditions. Bonus that is credited cannot be retracted or removed by any means unless stated therein. The decision to offer benefits, promotions, and bonuses is absolutely at the Company's unreserved discretion. Promotions, bonuses, and benefits that are provided are compelled to the terms of this Agreement.

8.2. Participation in any fraudulent activity forbidden by the Company may lead to the cancelation of the bonus and promotion and block the Client's account. The Company reserves the right to terminate any agreement made between the Client and the Company, which means the Client will not receive any of the Company's services.

8.3. A request for a bonus withdrawal can only be made when the Client meets the trading volume requirements. Not doing so will result in forfeiting the Client's bonus and profits, and the bonus amount will be deducted from the Client's remaining account balance. Only then will the Client be able to manage his/her remaining balance.

8.4. In a case where the Client requests a withdrawal of his/her bonus, the Company will then evaluate the Client's account before approving the withdrawal. If the Client has met the required trading volume, which may change from time to time without prior notice, the approval can then be given.

9. Commissions, Fees, and Other Expenses

9.1. All Company services are subject to charges that the Client is compelled to pay, such as commission fees, taxes, daily derivative funding, and other costs. The Company may impose such fees under the contract terms provided by the Company.

9.2. Fees, commissions, and other non-monetary form charges may be paid to the Company from third parties and other parties allowed under the written applicable regulations when services are provided to the Client. Information regarding the costs that the Company is required to pay for the Client will be given accordingly.

9.3. The Client bears the full responsibility to comply with all tax requirements and is suggested to consult in this regard with a relevant advisor. The Client must check the existence of additional taxes besides the amount that the Company is collecting.

9.4. The Client bears the full responsibility to comply with all the local tax requirements (tax returns, submitting files, and reports). The Client should pay the tax payments regarding trade activity and relationship with the Company.

9.5. Costs or other charges that are not paid under the signed agreements or this Agreement will be subject to an interest rate annually for each working day until the total amount is paid.

9.6. The Company has set a quality requirement on trading accounts that binds all clients, and failing to meet the requirement will result in charged fees. The Client hereby agrees to comply with the quality requirements while using the trading account.

9.7. The Client should pay all commissions on time. Otherwise, sanctions such as legal actions and other restrictions may be imposed by the Company. The Client may receive an account statement in advance regarding the fee and the current balance.

9.8. As part of this Agreement's terms, the Client accepts that an additional commission will be charged for third-party providers who enable the Company's trading services. Such commissions include spreads, profit-sharing, and discounts. Moreover, the annual interest may vary up to 4% in addition to the trading account's daily interest.

9.9. A deduction from 1% to 5% will be debited from the trading account in cases of uncompleted shares. Deductions will be calculated based on the leverage of the trading asset. In line with this, the Company reserves the right to stop ongoing trades gradually to minimize the floating loss.

10. Site and Online Trading System Privacy

10.1. The Company's trading system is a platform that comprises various trading features intended for electronic trading transactions and related transactions. Accessible in most computers, operating systems, browsers, tablets, mobile devices, and other electronic devices, the platform is owned by a licensor, which allows electronic trading transactions.

10.2. In cases where there are acts that are not according to this Agreement and cause a system failure and threaten the Company's integrity, the Company will impose relevant sanctions. Unauthorized and illegal use of the Company's Online Trading System that is considered endangering to its clients and workforce will result in legal action, including temporary or permanent account suspension or termination.

10.3. While using the trading platform, actions such as arbitrage, use of Expert Advisors, and platform manipulation are prohibited. The prohibition includes high-frequency trading, except when used with specific indicators. If the Client takes guidance and direction through Trailing Stop or Expert Advisor, which is considered illegal trading, the trade will be considered void, and the profits will be nulled.

10.4. The Client agrees that not all trading strategies are allowed in some parts of the markets. For example, scalping is possible only in the case of trading in pairs. The Company will not tolerate non-compliance with the trading terms and shall impose penalties in those cases. The Company may act to close the account, cancel trades, and write off the profits. The Client hereby acknowledges and gives his/her consent that he/she shall not take any form of illegal activities while using the trading platform.

10.5. Traded contracts or other derivatives are closed automatically after the validity period except in cases when the Client meets the statistic requirements and if the trading account is in a legible condition, where the Client may transfer to another liquidity provider. Additionally, the Company will cancel any trade that lasted for less than 10 minutes, and its profits will be written off.

10.6. The Client is responsible for all the required equipment vital to communicate with the Company and access its online platform. While storing, analyzing, reprinting, displaying, and re-formatting the Company's information through the Site and the Online Trading System are allowed, publishing, transmitting, and reproducing the given information to any third party shall not be permitted.

10.7. A modification, obscuring, or removal of copyrights or trademarks and other similar terms connected with the provided information are prohibited. The materials and the system given by the Company to the Client are for personal use only.

10.8. Client information and transaction records are confidential. In case the Client suspects a third party has similar data access or information as he/she possesses, he/she must inform the Company to avoid any further damage or loss. The Client will not be able to place orders until his/her data have been changed.

10.9. Cooperation of the Client is essential in any investigation conducted by the Company in information and data leakage or unapproved use of information. Moreover, the Company will not be responsible in cases of unauthorized access.

11. Market Trading Conditions

11.1. The Company has only partially disclosed the risks involved with trading, and the Client understands that it carries more risks than declared. The Client hereby agrees to all the terms of this Agreement after having sufficient time to read the binding obligations and risks involved in trading leveraged assets. The Client acknowledges that he/she had the option and time to consult with a third party regarding this Agreement.

11.2. The Company holds the right to change and implement any conversions in currencies without notification as it sees fit. Such cases include the need to make deposits and conduct transactions or place orders as part of the Agreement between the Client and the Company.

11.3. The Company will regard the current exchange rates as the basis for any conversion made. The Company will also choose the most reasonable exchange rates to follow. The Client must understand the risks in foreign currency exchange that may result from any transaction. The Client acknowledges the rights of the Company to exercise such actions under any agreements or contracts.

11.4. The financial market is volatile in nature. Therefore, the Company may change price quotes, swaps, leverage, spreads, sizes of contracts, commissions, and rollover fees when it sees fit at the time of its choice.

11.5. This Agreement also encompasses derivatives trading; the Company can act on individual derivative trading transactions such as orders made directly from the Client to the Company or through the Company's Online Trading System.

11.6. The Company will operate and manage based on the Client Access Data without doubt and delays, and the Orders will remain valid and will be completely intact with the Client and its Access Data.

11.7. The Company will entirely and thoroughly follow the Client's request for the order execution along with the agreed terms. The Company will not bear the responsibility for any mishandling and inaccurate information with the Orders. The Company also views the Orders as final and will therefore proceed with the transaction.

11.8. All orders are expected to be placed and executed or modified and removed within the allowed trading time; all late Orders will be executed in the next trading session.

11.9. The Company will also be offering open spot positions a day over the next business day after closing the business in the relevant underlying market. Furthermore, the Company may also close an existing open position at complete discretion.

11.10. The Company will, but is not obliged to, process the Client’s request, even outside the regular derivative trading hours, at the highest circumspection.

11.11. The Client is required to maintain the Initial Margin and Hedged Margin as set by the Company. The Client bears the responsibility to acquire the knowledge to understand how the Margin is calculated. Margins should be fulfilled monetarily in the Client’s active trading account. Furthermore, a non-monetary Margin will not be accepted.

11.12. The Client is obliged to compel with the minimum balance amount that stands at 100.00 USD. The Company reserves the right to close the trading account in case the balance term is not met. Therefore, signing this Agreement is considered consent to apply to the minimum balance term.

11.13. The Client agrees and understands that quotas change based on the account’s type and status. The calculation of shares is based on the number of assets. If the Client fails to reach the required quota, the Company may impose a fee and limitation on the account.

11.14. A positive growing dynamic is a gap between the completed trades in profit that do not exceed the ongoing negative trades. The calculation of profit is the net of all the positive trades made after the deduction of negative trades.

11.15. The Company reserves the right to modify the Margin requirements as it sees fit. The Company then can but is not obligated to deliver written notice two days before the actual implementation or change.

11.16. If the Equity falls below the required Margin, the Company has the right to close some or all of the Client’s ongoing trades without notification and the Client’s consent. It is the Client’s responsibility to inform the Company when a Margin payment becomes stiff. Although the Company may, from time to time, make Margin Calls, it will not be the Company’s obligation to do so. If the Client fails to resolve his/her situation before the Margin drops, open trades may close automatically due to Stop-out.

12. Use of Investment Advice

12.1. Regarding legal issues or consulting of any kind about trading, including the trading platform, the Company is not obliged to provide those services as part of this Agreement. In line with this, the Company is not responsible for providing any investment advice to the Client.

12.2. Performed transactions equate to the Client’s activities in his/her judgment and acceptance of the potential risks. Therefore, the Client will bear the sole responsibility for any future outcomes.

12.3. The Company is not obliged to provide any legal, tax, or other investment advice related to its transactions with the Client. The Client may seek independent advice before making any transaction with the Company.

12.4. All given data published on the Company Sites or by its affiliates should not be considered investment advice. The Company does not consider it part of its services, and it should not be used for any purpose. The Company and its affiliates will provide market reviews as it sees fit and at the time of its choice without the obligation to do so.

12.5. While the Company may provide the Client information like market news and updates (including commentary on the financial markets, news reports, recommendations, and other related financial or investment suggestions), the following terms will still take effect:

- A.) Such news, information, and updates cannot be held against the Company.
- B.) The information or advice given by the Company is not guaranteed to be accurate, correct, or complete and may result in different consequences, such as risks or losses.
- C.) Whether it has influenced the Client's decision or not, the Data given to him/her will be considered his/her own and will not guarantee favorable results and financial merits.
- D.) The information sent to the Client may vary individually based on time, language, or jurisdiction. The Company does not guarantee the times of the information sent to the Client to be in all instances accurate.
- E.) The Client consents not to distribute any information, documents, or even a piece of advice that may not be intended for other persons or clients.
- F.) All information sent to the Client, including, but not limited to, market updates or investment advice, is set to be changed at any time without notification.

12.6. The Client consents to carry the risks involving using the Site and its services. The Company is not responsible for providing the Client advice regarding the use of the Site and its content.

12.7. The Client consents to have the relevant knowledge to understand the risks of trading fully. The Company's services are without warranty and may not match the Client's requirements. The Company cannot guarantee the validity of the information, commentary, or any related material provided, and the Client acknowledges, by his/her use of the Site, that the platform may not work error-free or uninterrupted.

12.8. Commentary or any marketing material provided by the Company is for information purposes only and shall be provided solely to enable the Client to make his/her own investment decisions. The Company is not responsible for any consequences following upon acting on such commentary or related materials.

12.9. The information does not take into account the Client's status. The Client should consider whether the information is answering his/her needs and seek advice if needed. Each action taken by the Client based on the information is at his/her own risk.

13. Third-Party Access

13.1. The Company provides the Client the option to appoint and designate any third party to act on his/her behalf. A written request needs to be sent by the Client and will later be processed and fulfilled by the Company. Third-party responsibilities may include placing Orders and operating separate matters that are related to the Client's account.

13.2. The Company will continue to receive orders and operations and be held valid from the third party until the Client submits a written request to cancel the authorization. Revoking third-party authorization must be sent by email 14 days prior to the effective date.

13.3. The Client consents to carry the entire responsibility and accepts the possible consequences of assigning a third party to supervise and inspect his/her trading account activities. Such consequences may include losses, fraudulence, and abuse of authorization by the assigned representative. The Company may decide to reject the assigned representative or later revoke his/her rights in the trading account.

14. Deposits, Withdrawals, and Refunds

14.1. The funds used in the trading system must be of genuine money or digital currency. The Company will change the accepted digital currency as it sees fit. There are no limitations for depositing hours of funds for the trading account. Moreover, the deposit means are mentioned on the Site and may depend on the Client's country and account type.

14.2. The Company will credit the relevant trading account once the deposit is completed. It will take at least one business day once the specified amount is settled with the Company's bank account. The required amount will be the net of any subsequent transfer payments plus any other charges incurred by the Company regarding the Institution that holds the money.

14.3. An anonymous payment or any third-party transaction in the Client's account may be declined if the Company decides so.

14.4. The Client must understand that the funds shall only be deposited in his/her trading account once the Company authorizes the transaction. The Company will then identify if the Client or any legal representative authorized the money that was deposited.

14.5. The Company will have the right to reject any transaction if it lacks requirements, is illegal, or is merely unauthorized. The Company will consequently send back or return these funds despite the transfer fees or any other charges experienced during the whole process. The Company will also send funds back the same way they were deposited to the Company, or other available methods will be offered by the Company if necessary.

14.6. The Company will have the right to reject any transaction if it lacks requirements, is illegal, or is merely unauthorized. The Company will consequently send back or return these funds despite the transfer fees or any other charges experienced during the whole process. The money will be given in the same method it was received.

14.7. The Company will approve a transfer of funds between two accounts only after receiving a signed request from both Clients with the specific instruction.

14.8. The Client may place a withdrawal request on the Site subject to the Company's approval. The withdrawal shall be made using the same transfer method when acquiring the funds minus any transfer fees or other charges incurred by the Company.

14.9. The Company may also decline any faulty withdrawal request applied by the Client. More so, the Company, without the obligation, can suggest an alternative if the Client was denied from a specific transaction that he/she requested.

14.10. The Company reserves the right to limit the number of withdrawal requests and the withdrawal amount. For international Wire Transfers, the Client can only withdraw 50.00 USD and above. The Client hereby accepts the withdrawal terms to continue using the Company services without restrictions or legal actions.

14.11. In order for the Company to approve a withdrawal request, the Client must meet the following conditions:

- A.) The balance in the trading account must comply with the minimum amount limit for withdrawal.
- B.) All trades in the trading account must be closed at the time of the request.
- C.) The withdrawal will be enabled only after receiving accurate and authorized data from the Client.

14.12. The Company will process the request within two business days, given that the Client has met the withdrawal conditions.

14.13. The Company will consider the following as justified reasons to cancel a withdrawal request:

- A.) The Client did not provide accurate or complete bank details within two months of the withdrawal request.
- B.) The required document or information to process the request was not provided within two months.
- C.) The Client's account has an open trade.
- D.) The Client has pending obligations towards the Company.
- E.) The Company has failed to reach the Client in the following two months of the request.

14.14. At the time of the withdrawal, bonuses and credits will be deducted from the Client's account. The Company will calculate the deduction amount based on the percentage of the withdrawal from the total balance in the account.

- 14.15. A withdrawal request will only be annulled after a notification is sent to the Company. The Client agrees that the withdrawal request may also be considered invalid if any of the mentioned events occur.
- 14.16. Withdrawals are exclusive to Kaarat Clients only. The Company reserves the right to decline any withdrawals done or requested through a third party or anonymous accounts.
- 14.17. If the Client intends to request a refund, he/she must follow the guidelines in the Refund Process, as set out separately.

15. Reservations on the Company’s Responsibilities

- 15.1. With the general terms and conditions herein, the Company will not be liable in the event of any technical error or malfunction of any lines or network. The Client will be the only one to carry the corresponding risks and consequences upon entering the Site and using the services offered. The Company will not be liable for any damages or losses that will arise upon the Site’s suspension or termination or any of the services provided.
- 15.2. To the full extent permissible by law, the Company disclaims the responsibility of being liable, even if the Company was notified of such danger. This includes any damages for loss of revenue or data incurred by the user or any third party, whether in action for contract or tort arising from the access to the Site, whether direct, indirect, incidental, or consequential.
- 15.3. The Company is not responsible for instances of failure and malfunction regarding the system, servers or providers, computer equipment, software website, Wi-Fi, Bluetooth, computer, mobile Site, or mobile application.
- 15.4. The Company shall not be liable or responsible in the event of systems or communication errors, bugs, or viruses relating to the Services or the Client’s account, resulting in damage to the user’s hardware or software and data. The Company is not responsible for any occurrence of any omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to or modification of data or information and any direct or indirect loss.
- 15.5. The Client understands and declares that by his/her use of the Site and other sub-sites operated by the Company, all information, software, products, and services are provided without warranty. The Company disclaims any warranty, whether expressed or implied.

15.6. The Client will secure the Company from any legal responsibility against all direct and indirect claims, losses, expenses, and liabilities arising from breach of this Agreement and use of the Site and the services. The Company shall not be liable for assessing whether or not the Client understands the nature and risks connected with using the services or whether the Client has vital knowledge or information regarding the Company's services.

15.7. The Company shall not bear any responsibility for any loss, expenses, or damages the Client may endure from any mistake or misunderstanding of the information, recommendation, news, or information relating to the transactions, market review, or research received by the Company. The Company has the right to freeze or cancel any transaction if specific events occur, as mentioned in this Agreement. Subject to this right, any transaction after such inaccuracy or mistake shall nevertheless be considered valid and binding for all intents and purposes of both Parties.

15.8. The Company will not be held responsible for the potential damages and losses that may arise during the (but not limited to the) following:

- A.) Any failure caused by the Client while using the Company's Online Trading System.
- B.) Any continued or prolonged delay by the Client Terminal.
- C.) Arrangements, negotiations, and settlements that are made through or by the Client Terminal.
- D.) Prohibited engulfment of any accessible information through a third party or a third person, such as personal data, electronic addresses, Access Data, electronic communication through the means of the internet, or other network communication infrastructure.
- E.) Any event where any third party has committed an act of negligence or exclusion.
- F.) Misuse and mishandling of any information made and given by the Company to the Client Access Data.
- G.) Every order or instruction made under the Client's Access Data.
- H.) Any event where the Company fails to carry its obligations under this Agreement that may lead to a Force Majeure or any similar occurrences beyond the Company's control.
- I.) Any event where an Order for Execution is postponed or suspended.
- J.) Currency uncertainty and unpredictability.
- K.) Failure to meet the set deadline.
- L.) Risks and unpredictability that relate to derivatives trading.
- M.) Any event where the Client takes guidance and direction through or on Trailing Stop and Expert Advisor, which is considered illegal trading.
- N.) Any omission and swings on the current tax rates.

15.9. The Company will not accept any liability claims in the occurrence of the events mentioned above that may include (but are not limited to) losses, damages, profit loss, opportunity loss, and other relative affairs or phenomena that the Client may endure under the Agreement.

15.10. The Company is responsible for protecting the entire Site from any potential malfunctions. However, if technical failures occur in the system for any reason, the Company may choose to cancel any participation in its offered services. Additionally, the Company will only bear the Client's involvement, including the participation fee done in any of the services; the trading account will be credited accordingly.

15.11. The Company has the right to withdraw, dismiss, alter, or end any services if, for any cause, the services cannot be directed or used as planned. This will include but is not limited to infection by computer viruses, bugs, tampering or unauthorized intervention, fraud, technical failures, or any other causes beyond the Company's control.

15.12. If any mistakes and miscalculations result in payments for the Client or an increase in payouts owed or paid by the Client, he/she shall not be entitled to these payouts. The Client must inform the Company regarding any error and compensate any payouts received in his/her trading account.

15.13. According to this Agreement, the Company may limit, deny, or terminate trades made by the Client even when the termination was attributable to his/her actions with any third party. The Company would credit an account in the act of fraud or any other actions taken against the Company if it affected the Client's participation fee.

15.14. The Company reserves the right to revise, change, or stop, from time to time, any of the bonuses and promotions or introduce new Services, bonuses, and promotions without a notification. The Company is not liable for any damages that the Client undergoes.

16. Complaint and Conflict Resolution

16.1. Complaints and concerns between the Client and the Company must be sent via email using the Client's registered email address.

16.2. Examples of conflicts are when the Client refuses to complete obligations towards the Company, when he/she notices a contradiction between the displayed trading results and those that should have been shown, or if the Client has a solid case to terminate this Agreement. In those cases, the Client must immediately amend such a situation by contacting the Company on the available means of communication, as mentioned on the Site.

16.3. If the Client wishes to submit a complaint, he/she must use the registered email registered with his/her trading account. Otherwise, the Company will not process the complaint. If the Client cannot access the registered email, he/she must notify the Company in advance.

16.4. An official complaint must be submitted in the following format:

A.) A detailed complaint should be sent from the Client's email to support@kaarat.com.

B.) The Client must describe the actions that lead to the complaint, specifying the time, actions, and relevant data.

16.5. Review of the complaint will be conducted within 30 days from the day it was submitted, and the Company will reply to the Client within that period. The Client hereto agrees not to make any comment or statement regarding the Company. If the Client chooses to disclose information, the Company will impose a fine for reputational damage. The fine will vary between 100.00 USD to 1,000.00 USD and can even stand at 500,000.00 USD, based on the severity of the violation.

16.6. The Company will not accept disobeying the Agreement guidelines by the Client. Doing so will result in revoking the rights of the Client.

16.7. The Client shall act according to the Company guidelines to settle the dispute peacefully. Inappropriate activity, such as intimidation and extortion against the Company, will result in the termination of communications and rule out future collaboration.

17. Termination and Cancellation of Service

17.1. The Client may close the trading account by reaching out to the Company by email and should act as follows:

A.) The Client will write a detailed request, mentioning the cause for determination, and send it by email.

B.) The Client must complete all open obligations before receiving the Company approval.

17.2. Requests for termination of this Agreement or cancellation of the Services are reviewed within 14 days. An answer will be given to the Client within that period.

17.3. The Agreement's actual termination will exclude any commitment that was contracted before the termination date by either party. This is to pave the way for the ongoing deals, trades, or legal rights or obligations previously agreed upon, whether with transactions or operations under the deposit and withdrawal.

17.4. If the Client wishes to terminate this Agreement, he/she must complete all the existing obligations not to be exposed to penalties imposed by the Company. The Company reserves the right to apply new responsibilities for the contract period and modify the original terms. Non-compliance with the agreement terms will result in the Client being revoked from receiving the accumulated profit.

17.5. The following events compose an "Event of Default":

A.) The Client is proven to be engaged in any form or use of arbitrage, expert advisor, or other illegal activities as instituted in this Agreement.

B.) The circumstances where the Company considers the Client involved in any form or way of money laundering and other punishable criminal activities.

- C.) The Client's inability to compensate for any possible dues and obligations to the Company.
- D.) The event where the Client dies or is deemed lost or absent.
- E.) Any delineation from the Client that is proven false.
- F.) The event where the Client tags the Company in any fraudulent or illegal activities.
- G.) The Client's failure to issue and comply with any initial margin and hedged Margin or failure to comply with the obligations and commitments under any contract or this Agreement.

17.6. In the event of termination, the remaining amounts of payables left behind by the Client will promptly become due and payable, including (but not limited to):

- A.) Every remaining and pending cost and amounts payable to the Company.
- B.) The required remaining reserves and funds to close the positions that the Client opened.
- C.) Any remaining fees from the termination of the Agreement and charges that add up when the Client decides to move his/her existing investment to another investment firm.
- D.) Every remaining balance and costs the termination entails, including concluded transaction fees and other remaining responsibilities done by the Client with the aid of the Company.
- E.) Every charge and fee imposed or planned to be imposed by the Company resulting from the Agreement termination.
- F.) Any potential damage compensation that transpired while the arrangement takes place or any other agreement of unsettled responsibility.
- G.) Client's fund transfer payment.
- H.) Every commitment to finishing any existing trading volumes.

17.7. The Company also reserves the right to do the following without prior notice in the event of an Agreement termination:

- A.) Retain and hold the Client's existing funds as the potential payment for the entire persisting obligation the Client has with the Company.
- B.) Amalgamate all of the Client's existing accounts and integrate all the remaining balances of the said accounts in an effort to repay the reported balances.
- C.) Freeze the Client's account or close the Client's account.
- D.) Apprehend and hold the Client's ability and power to access the Company's online trading platform.
- E.) Eliminate and adjourn every Open Position and decline orders from the Client. F.) Convert existing currencies on the Client's funds.

17.8. In case of a Client's death or is incapacitated to perform or continue legal obligations, the first-degree relative of the Client shall be the successor of the Client's trading account. The relevant first-degree relative must provide the required papers to inherit the account accordingly. Required papers may include, without limitation, a valid I.D., bank details, and proof of the family connection with the Client (such as contracts and certificates).

17.9. The Client agrees and consents that immediate termination of the account will be executed in the following cases:

- A.) The Client is not available in all forms of communication known to the Company.
- B.) The latest withdrawal request is equal to the total balance of the account.
- C.) No transactions are being made on the account, or it is passive for 60 days or more.

17.10. The Company shall be entitled to take the following actions upon termination:

- A.) Suspend or thoroughly close the Client's account.
- B.) Amalgamate all the Client's existing accounts and integrate all the remaining balances to indemnify the reported balances.
- C.) Charge daily fees for inactivity.
- D.) Charge termination fees in case of unsettled obligations of the Client.
- E.) Offset bonuses or credit funds from the total balance in the trading account.
- F.) Abolish this Agreement and execute any, if not all, of the actions stated in the Termination of Agreement.
- G.) Freeze the profits derived from the credit funds or bonuses despite the ongoing commitments of the Client.
- H.) Apprehend and hold the Client's ability and power to access the Company's online trading platform system.
- I.) Decline the Client's request to create a new account.
- J.) Decline the Client's orders.
- K.) Eliminate and adjourn every Open Position.

17.11. If any of the events or situation happens, or a Force Majeure event happens, the Company will act as follow:

- A.) The Company can and will increase the existing margin requirements without notification.
- B.) Increase or decrease the existing spreads.
- C.) Increase or reduce the current leverage.
- D.) The Company can and will close every existing Open Position.
- E.) Apprehend and revamp the existing contracts and this Agreement.

17.12. The event of Force Majeure encompasses, with or without limitation, the following occurrences:

- A.) Government actions, including the following: war, a threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, and economic and political crisis.
- B.) Natural Calamities: earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic, pandemic, or other persisting natural threats that were not mentioned.
- C.) Labor debates and similar lockdowns.
- D.) Delay and deferment on the market, e.g., A regulatory ban or any other legal decisions from the government and other governing bodies in the current market.
- E.) The temporary banning of any financial services from the government and other governing bodies in the current market.

F.) Technological difficulties, including system failures and breakdowns and a whole scale malfunction.

G.) The adjournment and suspension of any current market or where the Company is asked to relay its Quotes.

17.13. The Company will not be responsible for any losses or other damages resulting in failure or negligence during a Force Majeure event.

17.14. Invoking Force Majeure might only defer the legal obligations herein of the relevant party. The Company has the right to establish an extended period before the concerned party can entirely terminate this Agreement and other contracts, where obligations may continue after a certain period of recovery as applicable.

kaarat

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