



## **Client Agreement Terms and Conditions for the Use of Services**

**Version 1.1 – April 2025**

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## INTRODUCTION

AZUREVISTAFX (PTY) LTD is authorized as a Financial Services Provider (“FSP”) with FAIS License number 52830, regulated by the Financial Sector Conduct Authority (FSCA) in South Africa (hereinafter referred to as the “Company”). The Company owns and operates the website domain and brand of [www.riverquode.com](http://www.riverquode.com).

This Client Agreement governs the legal and operational relationship between the Company and the Client in relation to the terms, conditions, and obligations associated with accessing and using the Company's online trading services.

The Company is not the market maker, or product issuer, and acts solely as an intermediary in terms of the FAIS Act between the client and the execution venues, rendering only an intermediary service (i.e., no market making is conducted by the Company).

Therefore, it should be expressly noted that the Company does not act as the principal or the counterparty in any of its transactions.

Please take sufficient time to read this Client Agreement completely and carefully before accessing and/or using our Online Trading Services. You must read, agree with and accept all the terms and conditions contained in this Client Agreement without modifications, which include those Terms and Conditions expressly set out below, and those incorporated herein by reference, before you may become a client of the Company.

### Risk Warning

***Trading leveraged products involves a high level of risk to your capital and may not be suitable for all investors. You may lose more than your initial deposit. You should only trade with funds that you can afford to lose. It is your sole responsibility to ensure that our products meet your investment objectives, financial situation, and level of experience. Do not trade unless you fully understand the risks involved. We strongly recommend that you seek independent financial advice before engaging in any transactions with us.***

## RISK ACKNOWLEDGEMENT

**The customer acknowledges, recognizes and understands that:**

- because of the low margin normally required in Margin Trades, price changes in the underlying asset may result in significant losses, which losses may substantially exceed the customer's investment and margin deposit.
- When the customer directs the Company to enter into any transaction, any profit or loss arising because of a fluctuation in the value of the asset, or the underlying asset will be entirely for the customer's account and risk.
- The customer warrants that the customer is willing and able, financially and otherwise, to assume the risk of trading in speculative investments.
- The customer agrees not to hold the Company responsible for losses incurred as a consequence of the Company carrying the customer's account and following its recommendations or suggestions or those of its employees, associates or representatives, unless the Company has exercised gross negligence in connection with this.
- The customer is aware of the fact that it is the Customer's sole responsibility when

transmitting orders to the Company via the trading platform; the Company shall not bear any responsibility for any loss and/or error that shall occur because of such orders.

- The customer accepts that guarantees of profit or freedom from loss are impossible in investment trading; and
- The customer accepts that the customer has received no such guarantees or similar representations from the Company, from an IB, or representatives hereof or any other entity with whom the customer is conducting the Company account.

By accepting this Agreement, you confirm that you have read and understood the associated risk disclosures and agree to the terms outlined herein.

## DISCLAIMER

- If there is any conflict between this Agreement and relevant Market Rules, the Market Rules shall prevail.
- In this Agreement any reference to an individual person shall include body's corporate, unincorporated associations, partnerships and individuals.
- Headings and notes in this Agreement are for reference only and shall not affect the contents and interpretation of the Agreement.
- In this Agreement references to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment).

## DEFINITIONS

For the purposes of this Agreement, unless the context requires otherwise, the following words and expressions shall have the meanings assigned to them. These definitions apply to all provisions, annexes, and attachments of this Agreement. The singular should include the plural and vice versa; references to one gender include all genders.

**Account** – A trading account established by the Client with the Company for the purpose of executing financial transactions.

**Agreement** – This document, including all its annexes and schedules, as amended from time to time.

**Bid Price** – The price at which a client may sell a financial instrument through the trading platform.

**Business Day** – Any day other than a Saturday or Sunday or public holiday in South Africa when the financial markets are open.

**CFD (Contract for Difference)** – A derivative financial instrument which enables the Client to speculate on the rising or falling prices of fast-moving global financial markets.

**Client** – Any natural or legal person that has entered into this Agreement with the Company and whose registration has been confirmed.

**Collateral** – Funds or other financial instruments accepted by the Company from the Client for the purpose of meeting margin requirements.

**Company** – Azurevista FX (Pty) Ltd, licensed as a Financial Service Provider by the FSCA, operating under the brand name Riverquode.

**CRS** – The Common Reporting Standard for the automatic exchange of tax and

financial information developed by the OECD.

**Cryptocurrency** – Digital currencies which are decentralized and secured by cryptography, used for trading CFDs under specific conditions.

**Dormant Fee** – A fee charged by the Company to inactive accounts that have not conducted trading or funding activities for a predetermined period.

**Execution** – The completion of an order by buying or selling a financial instrument on behalf of the Client.

**Leverage** – The use of borrowed funds to increase the potential return on investment expressed as a ratio.

**FSCA** – The Financial Sector Conduct Authority of South Africa.

**KYC** – Know Your Customer procedures conducted by the Company to verify a client's identity, financial status, and risk appetite.

**Margin** – The required amount of funds deposited to open or maintain a position.

**Order** – An instruction submitted by the Client to the Company to enter or exit a trade.

**OTC (Over the Counter)** – Financial instruments traded directly between two parties outside of a formal exchange.

**Platform** – The electronic system provided by the Company that enables the Client to execute trades, view market data, and access reports.

**Quote** – The price provided by the Company for a financial instrument, including bid and ask prices.

**Rollover** – The process of extending an open position to the next trading day, subject to applicable fees.

**Security** – Any asset used as assurance to cover obligations resulting from trading activity.

**Servers** – The technological infrastructure owned or licensed by the Company to operate its trading services.

**Services** – All services provided by the Company under this Agreement, including execution-only trading of CFDs.

**Spread** – The difference between the bid and ask price of a financial instrument.

**Swaps** – Interest rate differentials applied to positions held overnight, resulting in either a credit or debit to the Client's account.

**Trading Platform** – The electronic interface provided by the Company through which Clients execute trades, monitor positions, and manage their account.

**Trading Venue** – Any market or platform recognized by the Company for the execution of Client orders.

**Transaction** – Any dealing, trade, or contract executed by the Client through their account, including the purchase or sale of a financial instrument.

**Underlying Asset** – The financial instrument, index, commodity, or other product on which a derivative or CFD is based.

**Bid Price** – The highest price a buyer is willing to pay for a financial instrument at a given time.

### 3. CLIENT ACCEPTANCE POLICY

Before entering any business relationship with a Client, the Company conducts a comprehensive onboarding process in accordance with the regulatory framework established by the Financial Sector Conduct Authority (FSCA) and the internal compliance and risk management policies of the Company.

The objective is to ensure the integrity of the financial system and to protect both the Company and the Client from undue risk, including money laundering, terrorist financing, and identity fraud.

To open a trading account with the Company the potential client must have permanent residence in a country not restricted by the FSCA regulations and be over 18 years old.

The Company does not provide its services to residents of including but not limited to Canada, Japan, Myanmar, North Korea, European Union (EU), Democratic People's Republic of Korea (DPRK), Iran and United States of America (USA), South Africa, Australia or any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation.

The Company does not provide its services to persons who resides in any country where such distribution or use would be contrary to local law or regulation. The Trading Platform and any other service provided by us is not available to persons residing in any country where FX and other CFD trading activity or such services would be contrary to local law or regulation. It is your responsibility to ascertain the terms of and comply with any local law or regulation to which you are subject.

The Company does not provide its services to persons who are employees, directors, associates, agents, affiliates, relatives, or otherwise connected to the Company or any affiliate thereto.

In addition, the steps listed below must be followed:

- Complete the account opening application, which includes providing personal information (name, date of birth, etc.), information relating to your economic profile (annual income, estimated net worth, employment status, source of funds and wealth, etc.), and information in respect to your previous experience in trading leveraged products such as CFDs.
- Provide identification documents which consist of a valid form of government-issued identification and valid proof of residence (not older than six months).

Client acceptance is conditional upon successful completion of Know Your Customer (KYC) and Anti-Money Laundering (AML) procedures.

These may include sanctions screening, politically exposed person (PEP) checks, adverse media screening, and periodic reviews for existing Clients.

The Company reserves the absolute right to refuse service to any applicant without providing reasons. Furthermore, acceptance does not imply that the Company has made any determination regarding the appropriateness or suitability of the services for the Client.

The Client acknowledges and agrees that the Company is authorized as a Financial Services Provider under the Financial Advisory and Intermediary Services Act, 2002 ("FAIS") to operate on an execution-only basis, and therefore does not provide financial advice or make recommendations regarding the merits, suitability, or appropriateness of any financial product, service, or transaction.



The Client understands and accepts that the Company has no obligation to assess the Client's financial objectives, level of knowledge, experience, or risk tolerance, nor to determine whether a financial product or service is appropriate for the Client.

The Client acknowledges that it is their sole responsibility to ensure that the financial products or services selected are suitable to their individual circumstances, and that they have obtained independent advice if necessary. The Client further confirms that they understand the nature, characteristics, and risks associated with such financial products and transactions, including the potential for loss.

Notwithstanding the above, the Company will make available all mandatory risk disclosures, product information, and regulatory warnings as required under applicable laws, including the General Code of Conduct for Authorised Financial Services Providers and Representatives.

By entering into this Agreement, the Client expressly waives any claim against the Company in respect of any loss or damages arising from the Client's reliance on their own judgment in executing transactions or selecting financial products without having received advice from the Company.

Clients from jurisdictions subject to sanctions, trade embargoes, or those restricted by FSCA guidance or internal risk policies may not be accepted under any circumstances. The Company continuously monitors its client base to ensure compliance with this policy.

By accepting the terms and provisions of this Client Agreement the Client confirms that all services provided by the Company are offered strictly upon the Client's own initiative. No solicitation, promotion, or marketing was carried out by the Company or its representatives within the European Union or any other jurisdiction where such promotion is prohibited.

Although the Company does not offer its services to residents of the EU nor solicit the custom of EU residents, the Company may consider approving registration applications submitted by the EU residents, who approached the Company of their own accord without solicitation for the purpose of opening a trading account to trade in CFDs with the underlying assets published on the Company's website.

Any provision of services to EU residents will be subject to the provisions of these terms and the other legal documentation published on the Company's website, which may be amended from time to time.

The Client acknowledges that any request for services was made voluntarily and independently. The Company reserves the right to decline your onboarding application as it may think fit and in case of any deposits, your total deposited amount will be refunded back to the method used to deposit these funds.

## **Identification Documents:**

### **Proof of Identity**

The following documents are accepted as Proof of Identity:

- A valid Passport
- A valid National Identity Card





- A valid government ID, such as a Driver's License

The document must be issued in your name and all information on the document including your photo must be visible. Please keep in mind that your Proof of Identity must be updated once the document expires. All photo IDs are verified through third- party compliance software. The Company reserves the right to ask for certified true copies of the above-mentioned documents.

### **Proof of Residence**

The following documents are accepted as Proof of Residence:

- A utility or phone bill issued to your name
- A bank statement issued to your name
- Governmental documents such as tax bill or residence certificate (stamped)

Please note that your proof of residence document must be recent (not older than 6 months), show your name, permanent address, and date of issue. The Company reserves the right to ask for certified true copies of the above-mentioned documents. Additionally, the Company reserves the right to request additional documents from its clients whenever it is necessary.

By registering with the Company and upon confirmation of acceptance of this Client Agreement, it is acknowledged that you have willfully and independently approached the Company, free from any solicitation for the purpose of opening a trading account and utilizing its services.

## **4. SCOPE OF THE AGREEMENT**

This Agreement governs the relationship between the Company and the Client in respect of the provision financial services to Contracts for Difference (CFDs) and other financial instruments offered by the Company through the associated Trading Platform.

The services provided by the Company are strictly on an execution-only basis. The Company does not provide investment advice, financial advice, tax advice, or any form of personal recommendation regarding the suitability of any financial instrument. Any information or market commentary provided by the Company or its representatives is purely of a general nature and should not be interpreted as specific advice tailored to the Client's personal circumstances.

The Client acknowledges and agrees that the Company is not responsible for monitoring the Client's trading decisions or account performance. All decisions made by the Client are at their own discretion and risk.

The Company provides the Client with access to the associated Trading Platform to execute orders for financial instruments, monitor their positions, access reports, and manage their personal trading account(s).

Clients are required to comply with all obligations specified in this Agreement, including maintaining sufficient funds in their account to meet margin requirements, adhering to trading rules, and providing accurate and up-to-date information to the Company.



## 5. SERVICES PROVIDED

The Company acts as an intermediary in accordance with its FSP License between its clients and its selected execution venue(s), rendering only an intermediary service (i.e., no marketing making is conducted by AZUREVISTA FX (PTY) LTD) in relation to derivative products offered. Therefore, the Company does not act as a principal of the counterparty in any of its clients' transactions.

The Company offers its clients access through a dedicated Trading Platform, a variety of leveraged financial instruments, including but not limited to CFDs on foreign exchange (forex), CFDs on commodities, CFDs on indices, CFDs on shares, and CFDs on cryptocurrencies.

The Client acknowledges and agrees that the services provided by the Company do not include investment advice, portfolio management, tax advice, or any form of personal recommendation regarding the trading of financial instruments. Any information, research, analysis, market commentary, or educational materials provided by the Company are for informational purposes only and should not be construed as advice or an invitation to engage in any transaction.

The Company will not advise the Client on the merits of any transaction nor on any tax consequences. The Client alone is responsible for assessing whether any transaction is appropriate, based on their own financial circumstances and objectives.

The Company reserves the right, at its sole discretion, to amend the list of financial instruments and services provided, in accordance with prevailing market conditions, risk management considerations, and regulatory obligations under the FSCA.

The services offered by the Company include, but are not limited to:

- Providing access to a secure and technologically advanced Trading Platform for the placement and execution of client orders.
- Providing real-time access to market data, price quotes, trade confirmations, and account statements.
- Processing deposits and withdrawals in accordance with the Company's policies.
- Providing customer support and assistance with technical and account-related queries.

The Client acknowledges that they are solely responsible for the trading decisions taken using the dedicated Trading Platform. The Company shall not be liable for any losses or damages incurred by the Client resulting from trading activities undertaken on their account.

## 6. COMMENCEMENT AND CAPACITY

This Agreement shall come into force and shall be binding upon the Client and the Company once the Client has completed the registration process, provided the required KYC documents, and the Company has confirmed acceptance of the Client's application.

By accepting this Agreement, the Client represents and warrants that they are at least eighteen (18) years of age, have the legal capacity to enter into this Agreement, and are not subject to any legal or regulatory restrictions preventing them from using the services provided by the Company.

The Client acknowledges and agrees that the services provided under this Agreement are not available to individuals who are residents of jurisdictions where the offering of such services is contrary to local laws or regulations.

The Client agrees that the Company shall be entitled, at its sole discretion, to refuse to open an account for any person and shall not be obliged to provide any reasons for such refusal. Further, the Company reserves the right to terminate the Client's account at any time in accordance with the provisions set out in this Agreement.

By reading, accessing, and/or agreeing to the terms of this Client Agreement, you, as the Client, expressly acknowledge and provide your informed, voluntary, and unequivocal consent to the Company to process your personal information for the purposes of direct marketing and communication.

This consent includes, but is not limited to, the Company contacting you using any of the contact details you have provided with, for the purposes of:

- Sending you marketing materials, promotional offers, newsletters, or updates about products, services, events, or features.
- Informing you about any market insights, trading platforms updates and maintenance schedules, or account features that may be of interest to you.
- Providing you with **informational, regulatory, or operational communications** related to your existing or potential business relationship with the Company.
- Conducting **client satisfaction surveys, research**, or feedback requests.

### Legal Basis for Processing

This consent is obtained and processed in compliance with the provisions of:

- The **Financial Advisory and Intermediary Services Act, 2002 (FAIS Act)**.
- The **Protection of Personal Information Act, 2013 (POPIA)**.
- Section 69 of POPIA which allows for direct marketing by means of unsolicited electronic communications, provided the data subject has consented.
- The general obligations imposed on Financial Services Providers to treat clients fairly and act in their best interests.

The Company ensures that all marketing communications are relevant, not excessive, and includes a **clear and accessible option to opt out or unsubscribe** from future communications, as required by law.

## Right to Withdraw Consent

You have the right to **withdraw your consent** at any time, without detriment. You may opt out of receiving future marketing communications by:

- Clicking on the unsubscribe link provided in any email marketing communication; or
- Contacting the Company via email at **support@riverquode.com** with your request to be removed from the marketing list.

Withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal, and you may still receive operational or regulatory communications as required by your agreement with the Company.

## 9. CLIENT FUNDS

The Company complies fully with the requirements of the FSCA regarding the safeguarding of client funds by maintaining adequate arrangements to ensure that client funds are protected and kept separate from the Company's own funds. Client funds are deposited into segregated client bank accounts held with reputable financial institutions authorized and regulated in jurisdictions where the relevant AML/CFT standards are followed as required by the local laws and regulations.

Client funds are only used for the purposes of margin trading in accordance with the Client's trading activity and instructions provided through the Trading Platform. The Company does not use client funds for operational purposes or to meet any of its own obligations.

The Company undertakes to exercise all due skill, care, and diligence in the selection, appointment, and periodic review of financial institutions where client funds are held. However, it should be noted that although the Company takes reasonable measures to safeguard client funds, the risk of loss due to insolvency or any other event affecting the financial institution cannot be entirely eliminated.

Clients are responsible for ensuring that all deposits made into their trading account originate from accounts held in their own name. The Company reserves the right at its own discretion to assess on a case by case basis each transaction and request additional information as to the proof of ownership of an account and reject any deposit if necessary, where it may be deemed as not compliant with the Company's internal policies or FIC requirements.

Withdrawals requested by Clients will be processed using the same method and to the same account from which the funds were originally deposited, unless otherwise agreed or required by applicable regulations. The Company reserves the right to impose minimum withdrawal limits and to charge reasonable processing fees as disclosed in its Payment Policy.

Client funds that remain inactive or unclaimed for a period exceeding five (5) years may be subject to treatment as unclaimed property in accordance with applicable South African laws and regulations.

## 10: INSTRUCTIONS AND ORDER HANDLING

The Company provides its clients with an execution-only service, which means that all transactions initiated by the Client through the Trading Platform are carried out strictly based on the Client's instructions and responsibility.

1. **Placement of Orders** Clients may place orders for the purchase or sale of financial instruments through the Trading Platform provided by the Company. Orders must be clear, accurate, and unambiguous. The Company is not responsible for errors in instructions provided by the Client.

2. **Acceptance of Orders** Orders are considered accepted by the Company only upon confirmation of receipt via the Trading Platform. Until such confirmation is received, the Client cannot assume that the order has been accepted or executed.
3. **Execution of Orders** Orders are executed based on the prevailing market prices available at the time of execution. The Company shall execute Client orders promptly, fairly, and in accordance with the Company's Order Execution Policy. The Client acknowledges that execution may be subject to slippage due to market volatility.
4. **Order Types** the Company may offer various types of orders, including but not limited to:
  - Market Orders.
  - Limit Orders.
  - Stop Orders.
  - Take-Profit and Stop-Loss Orders.

Availability of order types may vary depending on the instrument or trading conditions.

5. **Rejection or Cancellation of Orders** the Company reserves the right to refuse or cancel an order if:
  - The Client has insufficient funds or margin.
  - The order violates applicable laws, regulations, or internal policies.
  - The order is deemed to have been placed as part of abusive or prohibited trading practices.
  - Technical failures or errors prevent proper execution.
6. **Communication of Instructions** Instructions and orders should be placed via the Trading Platform. In exceptional circumstances, the Company may accept instructions via email or telephone, subject to prior approval and verification procedures.
7. **Order Handling Times** the Company will use reasonable efforts to execute Client orders as soon as practicable. However, the Company does not guarantee the exact timing of execution due to factors such as market conditions, liquidity, and technical constraints.
8. **Confirmation of Execution** the Company shall provide the Client with confirmation of executed orders through the Trading Platform. The Client agrees to review all confirmations and to report any discrepancies to the Company immediately.
9. **Client Responsibility** the Client acknowledges that they are solely responsible for monitoring their trading activity, managing risk, and ensuring the accuracy of their orders.

This Section is to be read in conjunction with the Company's Order Execution Policy, which forms an integral part of this Agreement.

## 11: INVESTMENT ADVICE DISCLAIMER

The Company provides services strictly on an execution-only basis. The Client



acknowledges and agrees that the Company does not provide investment advice, personal recommendations, or portfolio management services in relation to any financial instrument or transaction. Any information, analysis, market commentary, research, or educational material provided by the Company is offered solely for informational purposes and should not be construed as investment advice or a personal recommendation.

The Company is under no obligation to assess the suitability or appropriateness of any transaction executed by the Client. The Client alone is responsible for evaluating whether any transaction is appropriate in light of their financial objectives, circumstances, and risk tolerance.

The Client acknowledges that any trading decisions made through the Company's Trading Platform are their own responsibility and are made at their own risk. The Company shall not be liable for any losses or damages incurred by the Client arising from investment decisions based on information provided by the Company.

The Client further acknowledges that trading in Contracts for Difference (CFDs) and other leveraged products involves a high degree of risk and may result in the loss of the entire invested capital. The Client is strongly advised to seek independent financial advice from a qualified professional if they are unsure about the risks involved in trading financial instruments.

## **12: COMMUNICATION PROTOCOLS**

All communication between The Company, and the Client shall be conducted in English unless otherwise agreed. The primary communication channels include, but are not limited to, the Company's Trading Platform, email, telephone, and official correspondence sent via postal mail.

The Client agrees that any communication transmitted through the Trading Platform, including the provision of orders, confirmations, statements, and other notices, shall be deemed valid and binding upon transmission. It is the Client's responsibility to monitor their accounts, emails, and Trading Platform notifications regularly.

The Company will use the contact details provided by the Client during the account registration process for all official communications. The Client is responsible for ensuring that their contact information remains accurate and up to date. Failure to provide accurate contact details may result in missed communications for which the Company bears no responsibility.

Communications sent electronically by the Company to the Client shall be deemed to have been received by the Client immediately upon transmission, regardless of whether the Client has retrieved or read the communication. Communications sent by post shall be deemed received within seven (7) Business Days after dispatch to the Client's last known address.

The Client agrees that all communications, including telephone calls, may be recorded and stored by the Company for regulatory compliance, quality assurance, and record-keeping purposes. Such records shall remain the property of the Company and may be used as evidence in any dispute or legal proceedings.

All instructions and orders provided by the Client to the Company shall be given through the Trading Platform or by email to the appropriate Company department, unless otherwise agreed. The Company reserves the right to refuse instructions provided through other channels that do not comply with the operational and security standards of the Company.

## **13: TRADING CONDITIONS AND SPREADS**

The Company, offers Contracts for Difference (CFDs) across a wide range of financial instruments, including but not limited to currencies, indices, commodities, shares, and



cryptocurrencies. The trading conditions applicable to each financial instrument, including spreads, leverage, trading hours, margin requirements, and other relevant parameters, are specified on the Trading Platform and/or the Company's official website ([www.Riverquode.com](http://www.Riverquode.com)).

Spreads may be fixed or variable, depending on market conditions, liquidity, and the specific account type selected by the Client. The Company reserves the right to widen spreads during periods of high market volatility, low liquidity, or outside regular trading hours, without prior notice to the Client.

Trading conditions are subject to change at the sole discretion of the Company and may be updated periodically based on changes in the financial markets, liquidity provisions, or regulatory requirements. Clients are responsible for monitoring the Trading Platform and/or Company communications for any changes to trading conditions.

The Company may, at its discretion, limit the number of open positions held by a client, the volume of individual trades, or the maximum leverage available to certain instruments or accounts, particularly under exceptional market conditions or for risk management purposes.

The Client acknowledges that due to the nature of over the counter (OTC) trading, prices quoted on the Trading Platform may differ from those available on primary exchanges or in other market venues. The Company is under no obligation to offer the most favorable price available in the market.

The Client further acknowledges that trading CFDs involves the use of leverage, which can amplify both profits and losses. It is the Client's responsibility to ensure they understand the risks and implications of trading under such conditions.

#### **14: LEVERAGE POLICY**

The Company provides leveraged trading services in Contracts for Difference (CFDs) in accordance with applicable FSCA regulatory requirements and the Company's internal risk management policies.

Leverage allows Clients to control large positions with a relatively small investment. While leverage can amplify potential profits, it equally increases the risk of substantial losses, potentially exceeding the initial deposit. The Client acknowledges and accepts that trading with leverage carries a high level of risk and is not suitable for all investors.

The maximum leverage offered by the Company is determined based on the specific financial instrument, prevailing market conditions, and regulatory restrictions. Details of applicable leverage ratios per instrument are available on the Company's Trading Platform and official website ([www.Riverquode.com](http://www.Riverquode.com)). The Company reserves the right to amend the maximum leverage limits at its sole discretion without prior notice to the Client, particularly in cases of market volatility, significant economic events, or abnormal trading conditions.

For certain instruments or Client account categories, lower leverage limits may apply. The Company may also reduce leverage levels based on the Client's trading activity, exposure, or as part of its ongoing risk management procedures.

Clients are required to monitor their available margin and maintain sufficient funds in their trading account to support their open positions. Failure to maintain adequate margin may result in the automatic closure of positions (margin call or stop-out) in accordance with the Company's Margin Policy.

The Client acknowledges and agrees that it is their sole responsibility to monitor open positions and account balances. The Company shall not be liable for any losses incurred by the Client resulting from leveraged trading or the failure to maintain sufficient margin.



## 15: ARCHIVED AND DORMANT ACCOUNTS

An account with The Company, will be deemed dormant when there has been no trading activity, deposit, or withdrawal initiated by the Client for a consecutive period of six (6) months or more. Once an account is classified as dormant, the Company reserves the right to apply a monthly inactivity fee as specified on the Company's website or in the fee schedule communicated to Clients.

Clients will be notified via email prior to the application of the inactivity fee. If no action is taken by the Client to reactivate the account, the applicable dormant account fee will be deducted monthly from the available balance until either the account is reactivated, or the balance reaches zero.

To reactivate a dormant account, the Client may be required to complete the Company's updated KYC process and confirm their account details. In cases where reactivation involves material changes to the Client's personal or financial circumstances, additional documentation may be required.

In accordance with the applicable laws and regulations of South Africa, including FSCA requirements, client funds that remain unclaimed or inactive for a period of five (5) years may be treated as unclaimed property. In such cases, the Company may be obligated to report and remit such funds to the relevant authority, subject to proper client notification procedures.

Archived accounts are those which have been fully closed and deactivated by the Client or by the Company in accordance with the terms of this Agreement. The Company will retain records of all account activity, including statements, orders, and transactions, for a minimum of five (5) years or longer where required by law.

Clients may request access to archived account information by submitting a written request to the Company's support department. The Company may charge a reasonable administrative fee for the retrieval of archived records.

## 16: MARGIN REQUIREMENTS AND COLLATERAL

The Company requires Clients to always maintain sufficient margin in their trading accounts to support open positions. Margin is the minimum amount of funds that must be available in the Client's account to open and maintain a position in a Contract for Difference (CFD).

Margin requirements vary depending on the financial instrument being traded, market conditions, and the leverage selected by the Client. The applicable margin levels and requirements are displayed on the Trading Platform and are subject to change at the Company's sole discretion, particularly in response to volatile market conditions or significant economic events.

The Company reserves the right to increase margin requirements for new or existing positions at any time without prior notice, especially in times of high market volatility or low liquidity.

Failure by the Client to maintain the required margin level may result in the Company initiating a margin call. In the event of a margin call, the Client will be required to either deposit additional funds or close positions to maintain compliance with the margin requirements.

If the Client fails to meet the margin call, the Company reserves the right to close part or all of the Client's open positions without prior notice in order to protect the Client from incurring further losses and to safeguard the Company's interests. The Client acknowledges and agrees that the Company is not liable for any losses arising from the automatic closure of positions due to insufficient margin.

Collateral deposited by the Client to meet margin requirements may consist of cash or other





financial instruments accepted by the Company. Collateral held by the Company remains the property of the Client unless otherwise agreed but may be used by the Company as security against the Client's obligations arising from trading activity.

The Company reserves the right to set limits on the amount and type of collateral that may be accepted. The Client must ensure that all collateral provided is free from any encumbrance, lien, or third-party claim.

## **17: TRADE CONFIRMATIONS AND REPORTS**

The Company, shall provide the Client with trade confirmations, account statements, and reports in accordance with applicable FSCA requirements and the Company's internal procedures. Trade confirmations are made available to the Client through the Trading Platform immediately following the execution of a transaction. These confirmations shall include details such as the transaction reference number, financial instrument traded, execution price, volume, applicable charges, and the time of execution.

The Client acknowledges that it is their responsibility to review all trade confirmations and reports provided by the Company. Any discrepancies or errors identified by the Client must be reported to the Company immediately or within a maximum of two (2) Business Days from the date the confirmation or report was made available. Failure to notify the Company within this timeframe shall be deemed as acceptance by the Client of the transaction and its terms.

The Company shall provide Clients with regular account statements summarizing their account activity, including open positions, executed transactions, margin requirements, fees charged, and available balance. These statements will be made available via the Trading Platform and may also be sent via email upon request.

All trade confirmations, reports, and account statements are generated in electronic format and stored securely by the Company for a minimum period of five (5) years, in accordance with FSCA record-keeping obligations. The Client may request hard copies of such documents; however, the Company reserves the right to charge a reasonable administrative fee for this service.

The Client acknowledges and agrees that the Company shall not be liable for any loss or damage arising from the Client's failure to review trade confirmations or account statements in a timely manner.

## **18: PROHIBITED TRADING PRACTICES**

The Company is committed to maintaining the highest standards of integrity, fairness, and transparency in its trading environment. Accordingly, the Company strictly prohibits any trading practices that are deemed abusive, manipulative, unethical, or designed to exploit the operational procedures of the Company or the financial markets.

Prohibited trading practices include, but are not limited to, the following:

- (a) Latency Arbitrage: Engaging in strategies that rely on exploiting price latencies or delayed price feeds for the purpose of generating risk-free profits.
- (b) Price Manipulation: Any activity or strategy designed to manipulate prices or trading conditions on the Trading Platform or in the underlying financial markets.
- (c) Automated Trading Abuse: The use of scripts, software, or any automated system designed to abuse the Trading Platform infrastructure or to gain an unfair advantage.
- (d) Scalping: Engaging in speculative trading strategies that seek to exploit small price

differentials within a short timeframe, beyond the parameters permitted by the Company.

(e) High-Frequency Trading Practices: Implementing trading practices that may harm the Trading Platform's stability or disrupt the normal functioning of the market.

(f) Churning: Executing excessive trades solely to generate commission or fees without a legitimate trading purpose.

(g) Arbitrage Exploitation: Engaging in risk-free arbitrage strategies that take advantage of pricing inefficiencies between different brokers, liquidity providers, or market venues.

(h) Insider Trading: Utilizing material non-public information for trading purposes in violation of applicable laws and regulations.

(i) Market Abuse: Any activity constituting market abuse or manipulation under applicable FSCA regulations or international best practices.

The Company reserves the right to take appropriate action in the event that prohibited trading practices are identified. Such actions may include, but are not limited to:

- Immediate suspension or termination of the Client's trading account.
- Cancellation or adjustment of executed transactions.
- Reversal of profits obtained through abusive trading practices.
- Legal proceedings for recovery of losses or damages incurred by the Company.
- Reporting the Client's activities to relevant regulatory authorities.

The Client acknowledges and agrees that the Company shall have sole discretion in determining whether a specific trading activity constitutes a prohibited practice. The Client agrees to indemnify and hold harmless the Company from any claims, losses, or liabilities arising from the Client's violation of this section.

## 19: DEFAULT EVENTS

This section outlines the events that constitute a "Default Event" and the rights and remedies available to The Company, under such circumstances. A Default Event shall be deemed to have occurred if:

1. The Client fails to comply with any obligation to make any payment when due under this Agreement or any transaction entered into under this Agreement.
2. The Client fails to observe or perform any provision of this Agreement, and such failure continues for one (1) Business Day after notice of non-compliance has been provided by the Company.
3. Any representation or warranty made or given by the Client proves to have been incorrect or misleading in any material respect when made or given or deemed made or given.
4. The Client becomes insolvent or is unable to pay its debts as they fall due, or is subject to bankruptcy, liquidation, winding up, reorganization, or other similar proceedings.
5. A petition is presented, or a resolution is passed for the Client's winding-up or the appointment of an administrator, receiver, or similar officer over all or any part of the Client's assets.
6. The Client dies or is declared legally incompetent.

7. Any regulatory or governmental authority takes action that materially impairs the Client's ability to perform their obligations under this Agreement.
8. The Company has reasonable grounds to believe that the Client has engaged or intends to engage in any form of market abuse, money laundering, terrorist financing, or other criminal conduct.
9. The Client's account is being used by an unauthorized third party, or for purposes contrary to applicable law or the Company's internal policies.
10. The Client uses the Trading Platform or services in a manner that constitutes a breach of the Company's Terms or that is determined to be abusive or detrimental to the Company's operations or to the integrity of the markets.

Upon the occurrence of a Default Event, the Company may take one or more of the following actions, at its sole discretion and without prior notice to the Client:

- Suspend or terminate the Client's access to the Trading Platform.
- Close out all or any part of the Client's open positions at current market prices.
- Convert any funds standing to the credit of the Client into another currency.
- Apply any funds or property held by the Company to discharge the Client's obligations.
- Cancel any outstanding orders or instructions.
- Exercise any other rights conferred by law or under this Agreement.

The Company shall not be liable to the Client for any loss or damage incurred as a result of any action taken under this Section. The Client agrees to indemnify and hold the Company harmless from all losses, damage, and expenses arising from or related to a Default Event.

If the Company exercises its rights under this Section, the Client shall remain liable for any deficiency remaining in their account following such action and shall promptly pay such amount upon demand.

This Section is without prejudice to any other rights or remedies to which the Company may be entitled under this Agreement or under applicable law.

## **20: CHARGEBACK POLICY**

This Section sets out the Chargeback Policy applicable to all Clients of The Company. By entering into this Agreement, the Client acknowledges and agrees to the terms of this Chargeback Policy.

1. **Definition of Chargeback** A chargeback is a reversal of a credit/debit card transaction requested by the cardholder through their issuing bank. Chargebacks may occur for various reasons, including fraudulent activity, disputes over services provided, or unauthorized transactions.
2. **Client Obligations** the Client acknowledges that any deposits made to their trading account using a credit/debit card, e-wallet, or other electronic payment methods shall only be made by the authorized cardholder/account holder. The Client agrees to provide accurate and complete information when making a payment and to comply with the Company's verification procedures.
3. **Chargeback Procedure** In the event of a chargeback request initiated by the Client without first attempting to resolve the issue with the Company, Azurevista FX reserves the right to take any of the following actions:
  - Immediately suspend or terminate the Client's trading account.
  - Reverse or cancel any open positions and withhold any profits derived therefrom.
  - Initiate legal proceedings to recover any funds reversed by the chargeback, including associated fees and costs incurred by the Company.
  - Report the chargeback to credit reference agencies, card issuers, and any relevant regulatory authority.
4. **Investigation and Resolution** the Company will thoroughly investigate any



chargeback claims. Clients are required to cooperate fully with the Company during the investigation and provide all necessary documentation and evidence to support their claims.

If the chargeback is found to be unjustified or fraudulent, the Client shall be liable for any associated costs, including but not limited to:

- Bank chargeback fees.
  - Legal fees and expenses.
  - Recovery costs.
  - Any negative balance on the Client's trading account.
5. **Prevention of Chargebacks** Clients are strongly encouraged to contact the Company's Customer Support Department at [support@Riverquode.com](mailto:support@Riverquode.com) prior to initiating a chargeback request. The Company is committed to resolving any disputes amicably and efficiently.
6. **Final Provisions** the Client agrees that any chargeback initiated in violation of this Policy constitutes a breach of this Agreement and entitles the Company to seek legal remedies, including but not limited to compensation for damage suffered.

This Chargeback Policy is governed by and construed in accordance with the laws of South Africa and the regulatory framework of the FSCA.

All Clients are advised to carefully review this Policy prior to making any payment to the Company.

## **21: CONFLICTS OF INTEREST**

The Company is committed to upholding the highest standards of integrity, fairness, and transparency in its business operations. The Company has established a Conflicts of Interest Policy designed to identify, manage, and disclose any conflicts that may arise between the interests of the Company, its employees, and its clients.

1. **Identification of Conflicts** A conflict of interest may arise when the Company or its employees have a personal or financial interest that conflicts with the duties owed to the Client. Examples of situations where a conflict of interest may arise include, but are not limited to:
- The Company executing transactions for multiple Clients with competing interests.
  - The Company receiving remuneration or incentives from third parties in connection with the provision of investment services.
  - Employees having access to confidential information about Client orders or strategies.
  - Personal account dealings by employees which conflict with Client interests.
2. **Managing Conflicts** the Company has implemented internal procedures and controls to prevent or manage conflicts of interest. These measures include:
- Maintaining information barriers and restricted access to sensitive data.
  - Segregation of duties and responsibilities among employees.

- Employee training on ethical standards and conflict management.
  - Maintaining a Conflicts of Interest Register to record identified conflicts and mitigation measures.
  - Disclosure of conflicts to Clients where appropriate.
3. Disclosure Where a conflict of interest cannot be effectively prevented or managed, the Company shall disclose the nature and source of the conflict to the Client before undertaking business on the Client's behalf. Such disclosure will provide sufficient detail to enable the Client to make an informed decision regarding the service provided.
  4. Client Acknowledgement By entering into this Agreement, the Client acknowledges that they have read and understood the Company's Conflicts of Interest Policy, which is available on the Company's website ([www.Riverquode.com](http://www.Riverquode.com)), and agrees to the procedures and controls implemented by the Company to manage such conflicts.
  5. Monitoring and Review the Company continuously monitors its operations to identify potential conflicts of interest and reviews its policies and procedures regularly to ensure ongoing compliance with FSCA regulations.

## 22: COMPLAINTS HANDLING PROCEDURE

The Company is committed to providing a high standard of service to all Clients. In the event that a client is dissatisfied with any aspect of the services provided, the Company has implemented formal Complaints Handling Procedure in accordance with the requirements of the FSCA.

- Submission of Complaints
  - Clients who wish to submit a complaint should do so in writing by contacting the Compliance Department at the following email address: [compliance@Riverquode.com](mailto:compliance@Riverquode.com). The complaint should include the Client's full name, account number, and a detailed description of the issue, including any supporting documentation that may assist in the resolution of the matter.
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- Acknowledgement
  - Upon receipt of a complaint, the Company will acknowledge the complaint in writing within five (5) Business Days. The acknowledgement will include the contact details of the person handling the complaint and an estimated timeframe for resolution.
- 
- Investigation
  - The Company will investigate the complaint fairly and thoroughly. This may include requesting additional information or documentation from the Client. All complaints will be handled with due diligence and impartiality by a qualified member of the Compliance Department who is not directly involved in the subject of the complaint.
- 
- Response and Resolution

- The Company aims to resolve all complaints within thirty (30) calendar days of receipt. If the complaint cannot be resolved within this timeframe, the Company will inform the Client of the reasons for the delay and provide an updated timeframe for resolution. Upon completion of the investigation, the Company will provide the Client with a final written response, including the outcome and any applicable remedy.
- Further Action
- If the Client is not satisfied with the Company's final response, they may refer the complaint to the Office of the Ombud for Financial Services Providers (FAIS Ombud) in South Africa. Details on how to escalate complaints to the FAIS Ombud are available on their official website: [www.faisombud.co.za](http://www.faisombud.co.za).
- Record Keeping
- The Company maintains a Complaints Register where all complaints are recorded, including the nature of the complaint, investigation steps taken, resolution provided, and correspondence with the Client. These records are retained for a minimum of five (5) years in accordance with FSCA requirements.
- Client Cooperation
- The Client agrees to cooperate fully with the Company during the complaints process and to provide any information reasonably requested in order to facilitate resolution.

This procedure does not affect the Client's statutory rights and is provided in addition to any other legal rights the Client may have.

## **23: INDUCEMENTS AND AFFILIATE DISCLOSURE**

The Company may from time to time pay or receive fees, commissions, or non-monetary benefits from third parties in connection with the provision of its investment services to Clients. These payments or benefits (referred to as "Inducements") are made in accordance with the FSCA regulatory requirements and the Company's internal policies.

1. Nature of Inducements Inducements may include but are not limited to:
  - Commissions or fees received from liquidity providers or other financial institutions.
  - Payments made to affiliates, introducing brokers, or marketing partners for referring new Clients.
  - Non-monetary benefits such as research materials, training, seminars, or access to technological tools provided by third parties.
2. Conditions for Accepting Inducements the Company ensures that any inducements are accepted:
  - Do not impair compliance with the Company's duty to act honestly, fairly, and in the best interests of its clients.
  - Enhance the quality of the service provided to the Client.
  - Are disclosed to the Client in a clear, comprehensive, and accurate manner prior to the provision of the relevant service.



3. **Affiliate and Introducing Broker Relationships** the Company may enter into affiliate or introducing broker agreements with third parties who introduce Clients to the Company. These arrangements are governed by separate agreements and do not affect the level of service provided to Clients.

Clients introduced by affiliates or introducing brokers shall be treated fairly and in accordance with the same standards applied to all Clients of the Company.

4. **Disclosure of Inducements** Details of any inducements paid or received by the Company will be disclosed to the Client as required by applicable regulations. Such disclosure will include the nature, amount, and method of calculation of the inducement, or where the exact amount cannot be determined, the method of calculation.
5. **Client Acknowledgement** By entering into this Agreement, the Client acknowledges and agrees to the potential existence of inducements and the conditions under which they are accepted or paid by the Company.

## 24: ASSURANCES AND REPRESENTATIONS

By entering into this Agreement, the Client makes the following assurances and representations, which shall be deemed to be repeated each time the Client uses the services provided by The Company:

- **Legal Capacity and Authority**  
The Client is of sound mind, legal age, and full legal capacity to enter into this Agreement and be bound by its terms. If the Client is a legal entity, it is duly incorporated, validly existing, and has the authority to enter into this Agreement.
- **Accuracy of Information**  
The Client confirms that all information provided to the Company during the account opening process and thereafter is true, complete, and accurate. The Client agrees to immediately inform the Company of any material changes to such information.
- **Own Initiative**  
The Client acknowledges that they are acting on their own initiative and have not been solicited or advised by the Company or its representatives in relation to the opening of the trading account or the execution of any transactions.
- **Understanding of Risks**  
The Client confirms that they understand the nature of the financial instruments offered by the Company, the risks associated with trading leveraged products such as Contracts for Difference (CFDs), and the potential for loss of their entire investment.
- **Financial Suitability**  
The Client declares that they have sufficient financial resources and risk tolerance to trade

financial instruments and bear any losses that may arise as a result of trading activities.

- **Compliance with Laws**

The Client confirms that they are not subject to any legal or regulatory restrictions that would prevent them from entering into this Agreement or using the services of the Company, and that the funds used for trading do not originate from any criminal or unlawful activity.

- **No Fiduciary Relationship**

The Client acknowledges and agrees that the Company does not owe the Client any fiduciary duties and that the Company's relationship with the Client is that of an arm's-length contractual counterparty.

- **No Violation**

The execution and performance of this Agreement by the Client does not violate any agreement to which the Client is a party or any law or regulation applicable to the Client.

These representations and warranties are deemed to be repeated and reaffirmed by the Client each time they access or use the Company's services.

## **25: INDEMNITY AND LIABILITY LIMITATIONS**

1. Indemnity by the Client the Client agrees to indemnify and hold the Company, its directors, officers, employees, affiliates, agents, successors from and against any and all liabilities, claims, damages, losses, costs, and expenses (including legal fees) incurred by the Company arising out of or in connection with:

- Any breach of this Agreement by the Client.
- Any false or misleading information provided by the Client.
- The use of the Trading Platform or services by the Client, including unauthorized access to the Client's trading account.
- Any act or omission by the Client that results in loss or damage to the Company or a third party.
- The enforcement of the Company's rights under this Agreement.

2. Limitation of Liability To the maximum extent permitted by law, the Company shall not be liable to the Client for:

- Any indirect, incidental, special, consequential, or punitive damages, including loss of profits, trading losses, or data loss.
- Any loss or damage arising from delays, errors, interruptions, or failures in the provision of services or operation of the Trading Platform.
- Any loss or damage caused by unauthorized access, hacking, or other unlawful interference with the Client's account.

- Any force majeure events or other events beyond the Company's reasonable control, including but not limited to natural disasters, war, cyberattacks, or governmental restrictions.
- 3. Maximum Liability the Company's total liability to the Client in respect of any claim arising out of or in connection with this Agreement shall not exceed the amount of fees actually paid by the Client to the Company in the three (3) months preceding the event, giving rise to the claim.
- 4. Third Party Services the Company may provide access to services, platforms, or data from third-party providers. The Client acknowledges that the Company does not control and is not responsible for the performance, accuracy, or reliability of such third-party services and shall have no liability for any damages arising therefrom.
- 5. No Warranty All services provided by the Company are provided "as is" and "as available" without any express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

This Section shall survive termination of this Agreement for any reason and shall continue to apply to any claim or liability arising from the use of the Company's services by the Client.

## **26: RISK ACKNOWLEDGEMENT**

By entering into this Agreement with The Company, the Client expressly acknowledges, understands, and accepts the following risks associated with trading financial instruments, particularly leveraged products such as Contracts for Difference (CFDs):

1. The High Risk of Loss Trading CFDs is highly speculative and involves a significant risk of loss. The Client acknowledges that they may lose all or part of their invested capital and that they are solely responsible for any losses incurred.
2. Leverage Effect The use of leverage can magnify both gains and losses. A relatively small market movement may have a proportionately larger impact on the funds deposited by the Client. It is possible to lose more than the initial margin required to open and maintain a position.
3. Market Risks Financial markets can be volatile and unpredictable. Prices of financial instruments may fluctuate rapidly due to a variety of factors, including but not limited to economic events, market sentiment, geopolitical developments, and regulatory changes.
4. Technical Risks Trading through an electronic platform involves risks related to technology, such as system errors, software malfunctions, internet connectivity issues, and cyberattacks. The Company shall not be liable for any losses resulting from technical failures beyond its control.
5. Liquidity Risk Certain market conditions may affect the availability of liquidity, making it difficult to execute orders at desired prices or to close positions. The Client accepts the risk of such liquidity issues.
6. No Guarantee of Profit the Company does not guarantee any return or profit from trading activities. Past performance of financial instruments is not indicative of future results.

7. Regulatory and Legal Risks Changes in laws, regulations, taxation, or governmental policies may affect the value or availability of financial instruments offered by the Company.
8. Risk of Force Majeure Events Extraordinary events or circumstances beyond the Company's control (force majeure) may lead to significant market disruption, closure of markets, or suspension of trading activity.

By accepting this Agreement, the Client confirms that they have carefully considered their financial position, investment objectives, and risk tolerance. The Client agrees that trading financial instruments is suitable for them and that they are capable of bearing the risks involved.

The Client is strongly encouraged to seek independent financial advice before engaging in trading activities.

## **27: REPRESENTATIONS AND WARRANTIES**

By entering into this Agreement, the Client represents and warrants to The Company, that the following statements are true, accurate, and complete. These representations and warranties shall be deemed repeated each time the Client uses the Company's services:

1. Capacity and Authority the Client has the legal capacity, authority, and power to enter into this Agreement, to perform its obligations, and to engage in trading activities under applicable laws and regulations.
2. No Violation The execution and performance of this Agreement by the Client do not and will not violate any law, regulation, ordinance, judgment, or other agreement binding upon the Client.
3. Information Provided All information provided by the Client to the Company is true, accurate, complete, and not misleading in any respect. The Client agrees to notify the Company promptly of any material changes to such information.
4. Financial Resources the Client has sufficient financial resources to meet their obligations under this Agreement, including the risks associated with leveraged trading, and is willing and able to bear the loss of all invested funds.
5. Investment Experience the Client has sufficient knowledge, market understanding, and experience in trading financial instruments, including leveraged products such as CFDs, and understands the risks involved.
6. Compliance with Laws the Client will comply with all applicable laws, regulations, and rules related to trading activities and the use of the Company's services.
7. No Fiduciary Duty the Client acknowledges that the Company does not owe any fiduciary duty to the Client and that the relationship between the Client and the Company is that of independent contractual counterparties.
8. Independent Judgment the Client has made their own decision to enter into this Agreement and to use the Company's services based on their own judgment and has not relied on any representation, warranty, or other advice from the Company or its employees, except as expressly set out in this Agreement.

These representations and warranties shall survive the termination of this Agreement and shall remain in full force and effect.

## 28: MISCELLANEOUS PROVISIONS

1. **Entire Agreement** This Agreement, together with any documents referred to herein, constitutes the entire agreement between The Company, and the Client and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter of this Agreement.
2. **Amendments** The Company reserves the right to amend, modify, or supplement this Agreement at any time. Any such amendment shall be effective upon notification to the Client through the Company's website or by email. Continued use of the services following such notice constitutes the Client's acceptance of the amendments.
3. **Assignment** The Client may not assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign this Agreement to any affiliate or successor entity without prior consent but with appropriate notice to the Client.
4. **Waiver** No failure or delay by the Company in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof.
5. **Severability** If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law, the remaining provisions shall not be affected and shall continue to be fully valid and enforceable permitted by law.
6. **Force Majeure** The Company shall not be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay results from events beyond its reasonable control, including but not limited to natural disasters, war, terrorism, government actions, or technological failures.
7. **Notices** All notices or communications under this Agreement shall be given in writing and delivered to the Client's registered email address or through the Trading Platform. Notices to the Company should be sent to support@Riverquode.com unless otherwise specified.
8. **Governing Language** This Agreement is drafted in English, which shall prevail over any translations in the event of any discrepancies or conflicts.

## 29: FORCE MAJEURE EVENTS

The Company shall not be liable for any partial or total failure to perform, or delay in the performance of any of its obligations under this Agreement caused by Force Majeure Events.

1. **Definition Force Majeure Events** refer to extraordinary events or circumstances beyond the reasonable control of the Company, including but not limited to:
  - Acts of God, natural disasters (earthquakes, floods, storms).
  - War, terrorism, armed conflicts, riots, or civil disturbances.
  - Government actions, restrictions, sanctions, or regulatory intervention.
  - Pandemics, epidemics, or public health emergencies.
  - Failures or breakdowns in telecommunications, internet services, or power supply.

- Cyberattacks, hacking incidents, or security breaches.
  - Extreme market conditions or suspension of trading in financial markets.
2. Effects of Force Majeure If a Force Majeure Event occurs, the Company may, without prior notice to the Client and at its absolute discretion, take one or more of the following actions:
    - Suspend or modify part or all of the services provided under this Agreement.
    - Close out open positions at prevailing market prices.
    - Refuse to accept orders from the Client.
    - Modify trading terms, including spreads, leverage, and margin requirements.
    - Delay or cancel withdrawals or deposits where operationally impossible.
    - Take any other action deemed necessary by the Company to protect its interests or those of its clients.
  3. Notification The Company shall notify the Client of the occurrence of a Force Majeure Event and the measures taken as soon as reasonably practicable. The Company shall not be liable for any losses or damages incurred by the Client as a result of the Force Majeure Event or actions taken pursuant to this Section.
  4. Duration Force Majeure Events shall continue until such time as the Company, acting reasonably, determines that the Force Majeure circumstances no longer exist.

This Section does not affect the Client's obligation to pay any amounts owed to the Company under this Agreement.

### **30: DEMO ACCOUNT TERMS**

The Company provides Clients with access to a Demo Account for the purpose of familiarizing themselves with the Trading Platform and the trading conditions offered by the Company.

1. Purpose The Demo Account is designed exclusively for educational and training purposes. It allows Clients to simulate trading activity in a risk-free environment using virtual funds provided by the Company.
2. No Financial Commitment Trading on the Demo Account does not require any financial commitment or deposit from the Client. All trading activity within the Demo Account is conducted with virtual funds and does not reflect actual market conditions in full.
3. Trading Conditions While the Company endeavors to replicate real trading conditions on the Demo Account, including spreads, leverage, and margin

requirements, Clients acknowledge that actual trading conditions on Live Accounts may differ due to market volatility, liquidity, and execution speed.

4. No Guarantee of Performance Performance and results achieved on the Demo Account do not guarantee similar results on a Live Account. Clients should be aware that trading in a live market environment involves real financial risk not present in the Demo Account.
5. Access and Limitations the Company reserves the right to limit the duration of the Demo Account, modify trading conditions, or suspend access to the Demo Account at its sole discretion without prior notice to the Client.
6. No Liability, the Company shall not be liable for any losses or damages arising from the use of the Demo Account or reliance on the trading performance within the Demo Account for real trading decisions.

By using the Demo Account, the Client acknowledges and agrees to the terms set out in this Section.

## **31: TERM AND TERMINATION**

1. Term of the Agreement This Agreement shall commence upon acceptance by the Client, either through the Company's online application process or by signing a physical copy and shall remain in force until terminated in accordance with this Section.
2. Termination by the Client the Client may terminate this Agreement at any time by providing written notice to the Company. Termination shall become effective upon receipt and acknowledgment of the notice by the Company. The Client must ensure that all open positions are closed, all outstanding obligations are settled, and any remaining funds are withdrawn prior to termination.
3. Termination by the Company the Company may terminate this Agreement at any time and for any reason by giving written notice to the Client. Termination shall become effective upon delivery of the notice. The Company reserves the right to terminate the Agreement immediately and without prior notice in the event of a breach of the Agreement, suspected fraud, or unlawful activity by the Client.
4. Consequences of Termination Upon termination of the Agreement:
  - The Client's access to the Trading Platform shall be revoked.
  - All outstanding obligations and liabilities of the Client shall become immediately due and payable.



- The Company shall return any remaining funds to the Client after deducting any fees, costs, or charges owed by the Client.
  - Any rights or remedies accrued by either party prior to termination shall not be affected.
5. Survival of Terms The termination of this Agreement shall not affect the continued validity or enforceability of any provision which by its nature is intended to survive termination, including but not limited to confidentiality, indemnity, limitation of liability, and dispute resolution provisions.

## **32: AMENDMENT OF TERMS**

The Company, reserves the right to amend, modify, update, or supplement the terms of this Agreement and any of its policies, at its sole discretion and at any time.

### **1. Notification of Changes**

Any amendment shall become effective upon publication on the Company's official website ([www.Riverquode.com](http://www.Riverquode.com)) or by email notification to the Client. It is the Client's responsibility to ensure they remain informed of the latest version of this Agreement and any amendments thereto.

### **2. Client Consent and Continued Use**

Continued access or use of the Company's services by the Client following the publication or notification of such changes shall constitute binding acceptance of the updated terms. If the Client does not agree with the changes, they may terminate the Agreement in accordance with Section 30.

### **3. Non-Material Amendments**

Amendments that do not materially affect the Client's rights or obligations under this Agreement, such as updates for administrative, formatting, or regulatory compliance purposes, may be implemented without prior notice.

### **4. Material Amendments**

Where the Company deems a proposed amendment to be material, it will make reasonable efforts to notify Clients in advance through appropriate communication channels.

## 5. Archival and Recordkeeping

The Company maintains archived versions of previous iterations of this Agreement and related policies, which may be made available upon written request by the Client.

## 33: INFORMATION DISCLOSURES

The Company is committed to providing Clients with transparent, accurate, and timely information in accordance with FSCA regulatory requirements and industry's best practices.

1. Information Provided to Clients the Company undertakes to provide Clients with sufficient information regarding:
  - The nature and risks of financial instruments offered by the Company.
  - Applicable trading terms and conditions, including costs, charges, and fees.
  - The Company's policies including but not limited to the Risk Disclosure, Order Execution Policy, Conflicts of Interest Policy, and Privacy Policy.
  - The Client's rights and obligations under this Agreement.
2. Method of Disclosure All information will be provided to Clients in a durable medium, including but not limited to:
  - The Company's official website ([www.Riverquode.com](http://www.Riverquode.com)).
  - The Trading Platform.
  - Email communications.
  - Account statements, trade confirmations, and reports.
3. Accuracy and Updates the Company endeavors to ensure that all the information provided is clear, fair, and not misleading. The Company will update any information as required by changes in regulatory requirements or operational procedures and will notify Clients accordingly.
4. Confidentiality The Company shall treat all Client information with strict confidentiality and in accordance with its Privacy Policy. The Company shall not disclose Client information to third parties without the Client's consent, except where required by law or regulatory authority.
5. Regulatory Reporting the Company may be required to disclose certain Client information to regulatory authorities in compliance with applicable laws and regulations, including anti-money laundering and tax reporting obligations.
6. Client Acknowledgement By entering into this Agreement, the Client acknowledges that they have received, read, and understood the information provided by the Company, and agrees to the procedures for information disclosures described herein.

## 34: GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of the Republic of South Africa.

1. **Jurisdiction** The parties hereby irrevocably agree that the courts of South Africa shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.
2. **Submission to Jurisdiction** the Client irrevocably submits to the jurisdiction of the South African courts and waives any objection to proceedings in such courts on the grounds of venue or that the proceedings have been brought in an inconvenient forum.
3. **Enforceability** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
4. **Alternative Dispute Resolution** Without limiting the foregoing, the Company may, in its sole discretion, allow for any dispute between the Client and the Company to be resolved by alternative dispute resolution, such as mediation or arbitration, in accordance with the rules of an accredited arbitration body in South Africa. This Section shall survive the termination of this Agreement and shall apply to any claims or disputes arising between the Client and the Company thereafter.

## 35: FINAL PROVISIONS

1. **Headings** The headings in this Agreement are inserted for convenience only and shall not affect its interpretation.
2. **No Partnership or Agency** Nothing in this Agreement shall be construed as creating any partnership, joint venture, or agency relationship between The Company, and the Client. The Client shall not have the authority to bind the Company in any way.
3. **Rights and Remedies** The rights and remedies provided under this Agreement are cumulative and do not exclude any rights or remedies provided by law.
4. **Survival** Any provision of this Agreement that expressly or by implication is intended to survive termination shall remain in full force and effect.
5. **Language** This Agreement is executed in English. In the event of any inconsistency between the English version of this Agreement and any translation, the English version shall prevail.
6. **Contact Details** Any communication or notice required to be given under this Agreement must be sent to:



The Company Email: [support@Riverquode.com](mailto:support@Riverquode.com) Website: [www.Riverquode.com](http://www.Riverquode.com)

This Agreement is binding upon the Client and the Company and their respective successors and assigns.

IN WITNESS WHEREOF, the Client has read, understood, and accepted the terms and conditions of this Agreement.

### **36: GOVERNING LANGUAGE**

This Agreement is drawn up in the English language, which shall be the governing language in all respects. All communications between The Company, and the Client shall be conducted in English unless expressly agreed otherwise. In the event of any discrepancy or conflict between versions translated into other languages, the English version shall prevail.

### **37: AMENDMENTS AND UPDATES**

The Company reserves the right to amend, revise, or update the terms and conditions of this Agreement at its sole discretion. Any such amendments will be published on the Company's website ([www.Riverquode.com](http://www.Riverquode.com)) and shall become effective on the date of publication unless stated otherwise. The Client is responsible for reviewing the Agreement and any related policies regularly.

Continued use of the Company's services after the effective date of the amendment shall constitute the Client's acceptance of the updated Agreement.

## 38: GLOSSARY OF TERMS

For the purposes of this Agreement, the following definitions shall apply:

Account – The trading account opened by the Client with The Company.

Agreement – This Client Agreement including all annexes, schedules, and amendments.

AML – Anti-Money Laundering regulations and procedures implemented by the Company.

Client – Any natural or legal person who has completed the registration process and been accepted by the Company for the purpose of trading.

Company – The Company, authorized and regulated by the FSCA.

Contract for Difference (CFD) – A financial instrument that allows trading on the price movement of assets without ownership of the underlying asset.

FSCA – Financial Sector Conduct Authority of South Africa.

KYC – Know Your Customer procedures and client identification measures applied by the Company.

Margin – The amount of funds required to open and maintain a trading position.

Order – An instruction by the Client to buy or sell a financial instrument.

Trading Platform – The electronic system provided by the Company for executing trades and accessing market data.

Spread – The difference between the bid price and the ask price of a financial instrument.

Stop-Out – The automatic closure of a client's open positions when the account equity falls below the required margin level.

Swap – The fee charged or earned for holding a position overnight.



## AZUREVISTAFX (PTY) LTD

AZUREVISTAFX (PTY) LTD under the brand riverquode.com is a South Africa Investment Firm, authorized and regulated by the Financial Sector Conduct Authority (FSCA) of South Africa, with FSP License Number 52830. AZUREVISTAFX (PTY) LTD registration number is 2020/750823/07.

Registered Address: 2ND FLOOR NORWICH PLACE, NORWICH CLOSE, SANDOWN SANDTON, GAUTENG, 2031

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