

Client Terms and Conditions

KVB PRIME Limited (hereinafter referred to as “we”, “us” or “our”) is an investment company operating as a global broker. This APP is owned and operated by KVB PRIME.

Your access to and use of our APP is subject to these Terms and Conditions, our Client Agreement (Client Agreement), and any notices, risk disclosures, disclaimers, privacy policies, or other statements contained in this APP (collectively referred to as “Terms”). By using our APP and related products, you agree to abide by the applicable terms and conditions. If you do not agree to these terms, you may not use our APP and related services.

Client Statement and Guarantee

KVB PRIME does not offer or promote me any leveraged currency pairs, precious metals, contracts for difference, and other margin trading investment products (hereinafter “Leveraged Products”) and related services. This agreement is legally binding and should be carefully reviewed.

This legal contract is entered into by KVB PRIME, its successors or assigns, and the parties to this contract (hereinafter referred to as the “Client”).

Client Responsibilities

The information on the KVB PRIME APP is not directed to residents of the United States of America and is not intended for distribution to or use by anyone in any country or jurisdiction where such distribution or use would violate local laws or regulations. The Client states and guarantees that he/she is not a citizen/resident of the United States (for tax or other purposes) and is not otherwise affiliated with the United States for any purpose and is not acting as an agent on behalf of any citizen/resident/entity of the United States. In the event of any change in the above representations and warranties, the Client undertakes to notify the Company in writing immediately of such change.

Risk Disclosure Statement

his brief statement does not disclose all risks and other material aspects of leveraged financial products. Given the risks involved, the Client should be aware of the nature of the transaction and the level of risk to which he/she will be exposed before engaging in it. Trading foreign exchange, derivatives, and CFDs using leverage involves a high degree of risk and therefore trading in leveraged products is not suitable for everyone. The Client must carefully consider whether trading in gold and silver is suitable for him/her by taking into account his/her investment experience, objectives, financial resources, and risk tolerance. The Client should seek legal and other professional advice before opening an account and commencing trading.

Responsibility of KVB PRIME

If you register as a client of KVB PRIME and receive our services, you will be required to accept all the terms and conditions of KVB PRIME. The terms contained therein will govern your relationship with KVB PRIME and our responsibility to you for the provision of the relevant services.

Although KVB PRIME updates this APP periodically, there is no guarantee that the information or materials contained in the APP are current or accurate, or that the products or services of the APP are available or accessible. We may change the information displayed on the APP at any time without notice.

Except as set forth above with respect to the Services, the APP and all software and other materials in the APP are provided on an “as is” and “as available” basis and without warranty of accuracy, timeliness, or completeness. To the maximum extent permitted by law, all statements and guarantees, whether expressed, implied, statutory, or otherwise, which include but are not limited to, any statements or guarantees or any related accuracy, timeliness, merchantability, satisfactory quality, or suitability for a particular or any purpose are excluded.

KVB PRIME shall not be liable for any indirect, special, incidental, or consequential damages, including but not limited to damage to your computer or computer system or loss of settings, data, revenue, or profits, that may arise from your use, delay in use, inability to access this APP or any other connection to this APP, including but not limited to downloading any software from this APP. KVB PRIME disclaims any statements and guarantees that this APP or materials will meet your requirements or that this APP or software will be uninterrupted, secure, error-free, or virus-free.

Limitation of Liability

KVB PRIME will make every reasonable effort to execute the contract or make payment to the Client at the time specified in the Client’s instructions. However, KVB PRIME shall in no event be liable for any direct, indirect, or consequential loss (including loss of any profit) resulting from any delay in the disbursement of funds to the Client’s designated account.

Nothing in this Agreement is intended to limit or exclude any liability that KVB PRIME may have to the Client under any legal rights that the Client may have.

Notice to the Client

1. Investment Advice Is Not Constituted

KVB PRIME APP is not designed to provide personal financial or personal investment advice. The information provided does not take into account your investment objectives, financial situation, or particular investment needs.

You should assess the suitability of the information on this APP for your investment objectives, financial situation, and investment needs. You should do so before making any investment decision based on the information on this APP. You may make your own assessment or seek the assistance of any independent financial adviser.



We may change these terms at any time. Please review these terms whenever you use our APP to ensure that you are aware of the terms that apply at that particular time.

2. KVB PRIME All Rights Reserved

The KVB PRIME APP and all text, graphics, images, software, and any other materials on it are copyrighted by or on behalf of KVB PRIME. Except as permitted by the Product Disclosure Statement, the materials on the APP are for your personal and non-commercial use only.

You may display or print excerpts from the APP on your computer screen only for such purposes and may not alter, add to or delete content. Except as proclaimed in writing, you may not alter, modify, reproduce, distribute, or commercially exploit any material from the APP without the prior written permission of KVB PRIME.

3. Content Revisions

While every effort has been made to ensure the accuracy of the information in the APP, the information provided in the APP is subject to change, usually without notice, and KVB PRIME may revise these terms at any time. Please review these terms whenever you use our APP to ensure that you are aware of the terms that apply at that particular time.

4. Maintenance of the Trading Platform

KVB PRIME may, if deemed necessary, suspend the provision of some or all of its electronic trading services for regular or emergency maintenance; in such cases, KVB PRIME shall take reasonable steps to notify the Client prior to such suspension. The Client understands and accepts that KVB PRIME may at any time, in its absolute discretion, without prior notice to the Client, suspend, prohibit, restrict, or terminate the Client's use of or access to KVB PRIME's electronic trading service system for any transaction. KVB PRIME shall not be required to pay any interest on the deposit guarantee or any money deposited in the account by the Client.

5. Execution of Trade Orders

The Client acknowledges that KVB PRIME does not guarantee that orders placed by the Client through the electronic trading service will be executed. The Broker or its employees or clients shall not be liable for any unexecuted orders. KVB PRIME shall not be deemed to have received or executed the Client's order unless the Client has clearly received confirmation from KVB PRIME that it has received or executed the Client's order. Subject to the following exceptions, which include but are not limited to, computer system errors, electronic trading system errors, and incorrect price levels (not the true price level of the international gold market at the time of the transaction), the Client must accept that the Broker's decision on the authenticity of the price level is made in good faith and on a professional basis and is subject to the Dealer's final decision) and other circumstances



that result in KVB PRIME issuing an incorrect confirmation to the Client, the Broker has the final authority to unilaterally modify or even cancel the confirmation, and the Client shall fully accept the Broker's decision and assume the responsibility for any related or consequential damages.

6. Risks of Third-Party Agency Transactions

KVB PRIME prohibits any third party from operating the Client's account without the consent of KVB PRIME to ensure the interests of the Client. KVB PRIME reserves the right to cancel such accounts and charge an administrative fee of not less than 10% of the balance in the account and return the remaining balance to the account holder in full.

7. Fees, Charges, and Other Costs

7.1 When you open and close a transaction, the difference between our bid and ask prices is referred to as our Spread. The spread is different for each type of product and service and can be found in the Product Details section of our website. We cannot provide you with an exact amount because the spread may be adjusted and changed according to market conditions. It is normal to widen the bid/ask spread in a few cases (including but not limited to published data, unexpected news, weak market turnover, etc.).

7.2 When you open and close a transaction, you will pay us Commission that is calculated as an amount per equivalent instrument or instruments on the basis agreed between ourselves.

7.3 In addition to Commission and Spread, other applicable charges may exist in relation to opening and closing transactions with us depending on the instrument and the underlying assets. Certain types of transactions will be subject to a daily swap or financing fee. Further details of these charges may be found in the Product Details section of our website or may be obtained from one of our employees on request.

7.4 We may charge you a fee when you put money in, or take money out of your account, as detailed in the FAQ section of our website.

7.5 We may also charge you a monthly inactivity fee, where there has been no trading activity on your account for at least 6 months. The account inactivity fee is charged to maintain the operation of the account. Details of these charges may be found in the FAQ section of our website.

7.6 We may charge you for the provision by us to you of market data or any other account feature or such other fees and charges as we advise you from time to time. You acknowledge that all amounts due to us shall be deducted from your trading account.

8. Termination

We reserve the right to terminate your use of the KVB PRIME APP if we determine that you have violated the terms and conditions of our policy.

Client Declaration

I hereby declare that:

- (1) The data and statements contained in this account opening information are true, complete, and correct;
- (2) I will assume all responsibility for the final order placed;
- (3) I am the person who is prepared to receive the business/economic benefits and/or bear the business/economic risks of the transaction.

I hereby acknowledge and agree that KVB PRIME may rely solely on the above data and statements for all purposes unless KVB PRIME receives notice of such changes from me.

I acknowledge and confirm that:

I have read the KVB PRIME Client Agreement and; the terms and conditions of any notices, risk disclosures, disclaimers, privacy policies, or other statements (collectively referred to as “Terms”) contained in this APP.

KVB PRIME has invited me to read the above Customer Agreement and related statements, ask questions and seek independent advice if I so desire.

I agree to be bound by the terms and conditions of the KVB PRIME Client Agreement and understand and acknowledge that KVB PRIME may amend the terms and conditions of the Agreement from time to time. I acknowledge that KVB PRIME does not provide any investment, tax, or legal advice or recommendations.

Important Notice

Importance of Login Data Confidentiality

KVB PRIME strongly urges its clients to keep their login data to the trading platform confidential and secure. These login data are transmitted by KVB PRIME directly to the client.

KVB PRIME strongly recommends that clients change their login passwords and keep them secure when first logging into the trading platform, as clients are responsible for all trading activities on their trading accounts. If you suspect that your login data has been obtained by a third party, you should change your password in real-time or notify the Company to change your password. At the same time, KVB PRIME strictly prohibits employees from requesting login passwords from clients and accessing their trading accounts for any activities. If you have questions about any person who has requested your password, please contact the Company.