



DIREKT PRIME (“DP” or the “Company”)

Access Information and Details

Online Security Notices

In order to use the DP Online Trading Platform (“DPL Trading Platform”), you will need a username and password for online electronic access to your account. You will need to provide the username and password each time you wish to use the DPL Trading Platform.

In relation to the username and password, you acknowledge and undertake that:

- (a) You will be responsible for the confidentiality and use of your username and password;
- (b) Other than with our prior written consent, you will not disclose your username/password to persons other than your Authorised Representatives for any purpose whatsoever;
- (c) The Company may rely on all instructions, orders and other communications you placed by logging into your account with your username/password on the DPL Trading Platform, and you will be bound by any transaction entered into or expense incurred on your behalf in reliance on such instructions, orders and other communications; and
- (d) You will immediately notify us if you become aware of the loss, theft or disclosure to any third party or of any unauthorised use of your username/password.

If the Company believes that unauthorised persons are using your username/password without your knowledge, we may without prior notice suspend your rights to use the DPL Trading Platform. Further, if we believe that you have supplied your username/password to other persons in breach of the terms and conditions then we may terminate this Agreement forthwith.

DP Trading Platform

Access to the DPL Trading Platform is provided “as is”. We make no performance claims, warranties, express or implied, representations, or guarantees as to the merchantability, fitness for any particular purpose or otherwise with respect to the DPL Trading Platform, its content, any documentation or any hardware or software provided. Technical difficulties could be encountered in connection with the DPL Trading Platform. These difficulties could involve, among others, failures, delays, malfunction, software erosion or hardware damage, which difficulties could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to possible economic/monetary and/or data loss. In no event will the Company or its Affiliates or any of their employees be liable for any possible loss (including loss of profit or revenue of any sort whatsoever), cost or damage including, without limitation,

consequential, unforeseeable, special or indirect damages or expense which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, de-activating or attempting to access the online trading platform or otherwise.

Internet failures

Since the Company does not control signal power, its reception or routing via the Internet, configuration of your equipment or reliability of its connection, the Company shall not be held responsible for communication failures, distortions or delays when using the DPL Trading Platform.

Use of the DP Trading Platform

Your access to and your use of the DPL Trading Platform are expressly subject to your compliance with the terms of (a) this agreement and (b) any/all guidelines for using the DPL Trading Platform posted on or communicated through the DPL Trading Platform (as amended from time to time) and including any DP privacy policy, (as it may be amended from time to time) collectively being referred to as the "Operating Procedures". In the event of any inconsistency between this agreement and the Operating Procedures, the Operating Procedures shall prevail. The Company shall have the right, at any time, to amend the provisions of the Operating Procedures upon three (3) days prior notice by posting on or through the DPL Trading Platform provided or by any other standard means of communication including but not limited to electronic mail, telephonic intimation or via any other standardized and accepted medium/media of communication. However, any amendment to the Operating Procedures may be made effective immediately, where appropriate in our determination, (a) to permit the trading activity conducted through the DPL Trading Platform, to comply with any applicable laws, rules, regulations or judgements, orders or similar; or (b) to facilitate the continued and proper operation of the DPL Trading Platform without performance interruption or degradation.

Miscellaneous

Use of DP Websites does not constitute a business relationship with the Company unless accompanied by a client account opened with DP.

While we make all efforts to encrypt, protect and secure all data that is transmitted through any of our electronic systems including but not limited to websites, payment gateways/systems, trading platforms, emails and any other forms of data exchange employed by DP/Clients to communicate with one another, no warranties can be made with regards to the absolute and certain avoidance of security risks that are a part of all such communication, no matter how minute the risk may be.

All parties using the above mentioned and other additional media of communication to communicate with one another agree that DP is not liable in any manner whatsoever for any errors that may occur during such communication.