COMMO T CO., LTD.

TERMS AND CONDITIONS

Effective date 01st January 2026

Version: 01

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PART I – GENERAL PROVISIONS

1. Introduction

1.1 These Terms and Conditions govern the relationship between COMMO T CO., LTD. (“Company”) and its clients in relation to the products and services provided by the Company.

1.2 These Terms and Conditions set out the rights, obligations, responsibilities, and procedures applicable to the use of the Company’s products, services, trading platform, website, and related facilities.

1.3 By opening an account with the Company or using any product or service provided by the Company, the Client agrees to be bound by these Terms and Conditions.

1.4 These Terms and Conditions shall be read together with the following documents, as amended from time to time:

a. Account Opening Form;
b. Risk Disclosure Statement;
c. Privacy Policy;
d. Website Terms and Conditions;
e. Deposit and Withdrawal Policy;
f. Complaint Handling Policy; and
g. Any other document issued by the Company relating to its products and services.

1.5 In the event of any inconsistency between these Terms and Conditions and any applicable law or regulation, the applicable law or regulation shall prevail.

2. Definitions

2.1 In these Terms and Conditions, unless the context otherwise requires:

- "Account" means a trading account opened and maintained by the Client with the Company.

- "Business Day" means a day on which the Company is open for business, excluding public holidays and non-working days in the Kingdom of Cambodia.

- "Central Counterparty (CCP)" means the entity authorized to provide clearing, settlement, and related services in connection with derivative transactions.

- "Client" means an individual or legal entity that opens, maintains, or uses an account with the Company.

- "Client Money Account (CMA)" means the bank account designated for client deposits, withdrawals, settlement, and related transaction purposes in accordance with applicable laws and regulations.

- "Company" means COMMO T CO., LTD.

- "Derivative Product" means a financial product or contract offered through the Company's services in accordance with applicable laws and regulations.

- "Margin" means the amount required to maintain open trading positions.

- "Order" means an instruction submitted by the Client to enter into, modify, or close a transaction.

- "SERC" means the Securities and Exchange Regulator of Cambodia.

- "Terms and Conditions" means this document, including any amendments made from time to time.

- "Trading Account" means an account maintained by the Client for trading activities through the Company.

- "Trading Platform" means any electronic trading system provided, approved, or made available through the Company.

- "Transaction" means any trade, order, position, instruction, settlement activity, or related activity conducted through the Client's account.

- "Approved Financial Institution" means a bank or financial institution approved, recognized, or utilized in accordance with applicable laws, regulations, regulatory requirements, and settlement arrangements.

2.2 Words importing the singular include the plural and vice versa.

2.3 References to a person include an individual, company, partnership, organization, or other legal entity.

2.4 Headings are included for convenience only and do not affect interpretation.

2.5 References to laws, regulations, directives, guidelines, or regulatory requirements include any amendments, replacements, or updates made from time to time.

3. Regulatory Status

3.1 COMMO T CO., LTD. is a company duly established under the laws of the Kingdom of Cambodia and licensed by the Securities and Exchange Regulator of Cambodia (SERC) to conduct derivative brokerage activities.

3.2 The Company conducts its business in accordance with applicable laws, regulations, directives, guidelines, and requirements issued by SERC and other competent authorities.

3.3 The Company's license, registration, or regulatory status shall not be interpreted as a guarantee of investment performance, profitability, or protection against trading losses.

3.4 Clients remain responsible for their own investment and trading decisions.

3.5 The Company operates as a Derivative Broker and provides access to trading services through arrangements with the Central Counterparty (CCP) and approved financial institutions in accordance with applicable laws, regulations, and regulatory requirements.

3.6 The Client acknowledges that the Company may implement changes to products, services, procedures, or requirements in order to comply with applicable laws, regulations, directives, guidelines, or instructions issued by SERC or other competent authorities.

4. Acceptance of Terms and Conditions

4.1 By submitting an application to open an account, maintaining an account, or using the Company's services, the Client confirms that he/she has read, understood, and accepted these Terms and Conditions.

4.2 The Client agrees to comply with all applicable laws, regulations, policies, procedures, and requirements relating to the use of the Company's services.

4.3 The Client acknowledges that the Company may amend these Terms and Conditions from time to time in accordance with applicable laws and regulatory requirements.

4.4 Continued use of the Company's services after any amendment becomes effective shall constitute acceptance of the revised Terms and Conditions.

5. Client Classification

5.1 The Company may classify clients in accordance with applicable laws, regulations, internal policies, and business requirements.

5.2 The Company may request additional information or documents from a Client for classification, verification, compliance, or regulatory purposes.

5.3 The Company reserves the right to review, update, or change a Client's classification where necessary.

5.4 Client classification shall not limit the Company's rights or the Client's obligations under these Terms and Conditions.

PART II – ACCOUNT OPENING

6. Account Opening

6.1 Any person wishing to use the Company's products or services must first open and maintain an approved trading account with the Company.

6.2 The Client shall complete the account opening process and provide all information and supporting documents required by the Company.

6.3 The Company may accept or reject any account application at its discretion and is not obligated to provide reasons for such decision.

6.4 The Client shall ensure that all information and documents submitted to the Company are accurate, complete, valid, and up to date.

6.5 The Client shall promptly notify the Company of any material change to information previously provided.

7. Client Due Diligence (CDD) and Know Your Customer (KYC)

7.1 The Client shall provide identification documents, supporting documents, and other information required by the Company for customer identification and verification purposes.

7.2 The Company may conduct customer due diligence, verification, screening, and risk assessment before approving an account and throughout the business relationship.

7.3 The Company may request additional information, supporting documents, or clarification where deemed necessary for compliance, regulatory, risk management, or operational purposes.

7.4 The Company may refuse, suspend, restrict, or terminate an account where the Client fails to satisfy the Company's identification, verification, or due diligence requirements.

7.5 The Client agrees to cooperate fully with all KYC, CDD, and compliance procedures implemented by the Company.

8. Client Information and Declarations

8.1 The Client represents and declares that all information and documents provided to the Company are true, accurate, complete, and not misleading.

8.2 The Client shall not provide false, inaccurate, forged, altered, or misleading information or documents.

8.3 The Client acknowledges that the Company may rely on information and documents provided by the Client when providing products and services.

8.4 The Client shall immediately notify the Company if any information previously provided becomes inaccurate, incomplete, or outdated.

8.5 The Client remains solely responsible for the accuracy of information submitted to the Company.

9. Verification and Approval of Account

9.1 The Company shall review the account application and supporting documents before making a decision on account approval.

9.2 The Company may conduct verification checks through internal or external sources where permitted by applicable laws and regulations.

9.3 An account shall become active only after completion of the Company's approval process.

9.4 The Company may impose conditions, restrictions, limits, or additional requirements before activating an account.

9.5 The Company reserves the right to delay, suspend, or reject account activation where verification remains incomplete or unresolved.

10.Corporate Accounts and Authorized Persons

10.1 A corporate applicant shall provide all corporate documents, licenses, authorizations, resolutions, and supporting documents required by the Company.

10.2 The Company may require information relating to directors, shareholders, beneficial owners, authorized representatives, and other relevant persons.

10.3 The Company may rely on instructions provided by persons authorized by the Client and recorded in the Company's records.

10.4 The Client shall immediately notify the Company of any change to authorized persons or corporate information.

10.5 The Company shall not be liable for actions taken in reliance upon instructions reasonably believed to have been provided by an authorized person.

11.Suitability and Appropriateness Assessment

11.1 Before providing trading services, the Company may assess whether a Client has sufficient knowledge, experience, and understanding of derivative products and related risks.

11.2 The Company may request information relating to the Client's financial situation, investment objectives, trading experience, risk tolerance, and other relevant information.

11.3 The Client agrees to provide accurate and complete information for assessment purposes.

11.4 The Company may determine whether a product or service is appropriate for a Client based on the information available to the Company.

11.5 Where the Company considers that a product or service may not be appropriate for a Client, the Company may:

a. provide a risk warning;
b. request additional information;
c. impose restrictions on the account; or
d. decline to provide certain products or services.

11.6 The Client acknowledges that any assessment conducted by the Company does not constitute investment advice, financial advice, or a recommendation to trade.

11.7 The Client remains solely responsible for all trading and investment decisions.

PART III – TRADING SERVICES

12. Nature of Services

12.1 The Company provides derivative brokerage services in accordance with applicable laws, regulations, and the Company's license.

12.2 The Company's services may include account access, order execution, trading platform access, market information, and other related services.

12.3 The Company may modify, suspend, restrict, or discontinue any service where necessary for operational, compliance, regulatory, risk management, or business reasons.

13. Execution-Only Services

13.1 The Company provides execution-only services.

13.2 The Company does not provide:

a. investment advice;
b. financial advice;
c. tax advice;
d. legal advice; or
e. portfolio management services.

13.3 Any market information, research materials, educational materials, commentary, analysis, or other information provided by the Company is for general information purposes only and shall not be considered advice or a recommendation.

13.4 The Client remains solely responsible for evaluating the suitability of any transaction and for all trading decisions.

14. Trading Platform

14.1 The Company may provide Clients with access to one or more electronic trading platforms.

14.2 The Client is responsible for maintaining the confidentiality and security of account credentials, passwords, access codes, and authentication information.

14.3 All activities conducted through the Client's account shall be deemed authorized by the Client unless otherwise determined by the Company.

14.4 The Company may suspend or restrict access to a trading platform for maintenance, upgrades, technical issues, security concerns, regulatory requirements, or other reasonable circumstances.

14.5 The Company does not guarantee uninterrupted access to any trading platform.

15. Orders and Instructions

15.1 The Client may submit orders through trading platforms or other channels approved by the Company.

15.2 The Company may accept, reject, delay, cancel, or refuse any order where reasonably necessary.

15.3 The Company may refuse an order where:

a. insufficient margin is available;
b. the order exceeds trading limits;
c. the order may violate applicable laws or regulations;
d. unusual or suspicious activity is identified; or
e. technical or operational issues exist.

15.4 Orders accepted by the Company shall become binding in accordance with the Company's execution procedures.

16. Order Execution

16.1 The Company shall use reasonable efforts to execute orders in accordance with its execution procedures and prevailing market conditions.

16.2 Market conditions, volatility, liquidity, pricing changes, system delays, and other factors may affect order execution.

16.3 The Client acknowledges that executed prices may differ from requested prices due to market movements or other circumstances.

16.4 The Company shall not be liable for delays or execution differences resulting from market conditions beyond its reasonable control.

17.Trading Hours

17.1 Trading hours may vary depending on the product, market, trading platform, liquidity provider, or other operational factors.

17.2 The Company may modify trading hours without prior notice where necessary.

17.3 Current trading schedules may be published on the Company's website or trading platform.

18.Market Information

18.1 Market information provided by the Company may be obtained from third-party sources.

18.2 The Company does not guarantee the accuracy, completeness, or timeliness of market information.

18.3 Market information is provided solely for informational purposes and shall not constitute investment advice.

19.Trading Restrictions

19.1 The Company may impose trading restrictions, limits, or controls where necessary for risk management, compliance, operational, regulatory, or market integrity purposes.

19.2 The Company may restrict, suspend, or prohibit trading activities that may create excessive risk, market disruption, regulatory concerns, or operational issues.

19.3 Clients shall comply with all trading limits, restrictions, and requirements imposed by the Company from time to time.

PART IV – CLIENT MONEY

20.Deposits

20.1 The Client shall deposit funds into the Client Money Account (CMA) or other bank account designated by the Company from time to time.

20.2 Deposits shall be made through approved financial institutions and payment channels accepted by the Company.

20.3 Deposits shall normally be made from an account held in the Client's own name unless otherwise approved by the Company.

20.4 The Company may request additional information, supporting documents, or verification relating to any deposit transaction.

20.5 The Company may refuse, delay, return, or reject a deposit where:

a. the source of funds cannot be verified;
b. the deposit does not comply with applicable laws or regulations;
c. compliance concerns arise;
d. suspicious activity is identified; or
e. additional verification is required.

20.6 Following confirmation of the deposit through the applicable banking and settlement arrangements, the corresponding amount may be reflected in the Client's trading account in accordance with the Company's procedures.

21. Withdrawals

21.1 The Client may submit withdrawal requests through methods approved by the Company.

21.2 The Company may require identity verification, supporting documents, or additional information before processing a withdrawal request.

21.3 Withdrawals shall normally be paid to a bank account held in the Client's own name unless otherwise approved by the Company.

21.4 The Company may delay, restrict, reject, or suspend a withdrawal request where:

a. verification remains incomplete;
b. regulatory or compliance requirements apply;
c. suspicious activity is identified;
d. outstanding obligations remain unpaid; or
e. additional review is required.

21.5 Applicable fees, charges, or deductions may be applied to withdrawal transactions where permitted by applicable laws and regulations.

22.Client Money, Banking Arrangements and Settlement

22.1 The Client acknowledges that deposits and withdrawals shall be conducted through the Client Money Account (CMA) or other account designated in accordance with applicable laws, regulations, and Company procedures.

22.2 Client funds deposited into the Client Money Account (CMA) shall be maintained by the approved financial institution for trading, settlement, and related transaction purposes in accordance with applicable laws, regulations, and regulatory requirements.

22.3 The Company does not use Client funds for its own business, operational, investment, or proprietary purposes.

22.4 The Company may maintain records relating to client deposits, withdrawals, balances, transactions, and settlement activities in accordance with applicable laws, regulations, and Company procedures.

22.5 The Client acknowledges that transaction settlement may be conducted through arrangements involving the Company, the Central Counterparty (CCP), approved financial institutions, and other parties participating in the settlement process in accordance with applicable laws and regulations.

22.6 The Company shall maintain appropriate controls and procedures relating to client transactions, settlement activities, and record keeping in accordance with applicable laws, regulations, and regulatory requirements.

23.Currency Conversion

23.1 Where a transaction involves different currencies, the Company may convert the relevant amount using the applicable exchange rate available at the time of processing.

23.2 Currency conversion may result in gains, losses, fees, costs, or charges which shall be borne by the Client.

23.3 The Company may apply a reasonable conversion charge where applicable.

23.4 The Company shall not be responsible for losses resulting from exchange rate fluctuations.

24. Fees and Charges

24.1 The Client shall pay all applicable fees, commissions, spreads, swap charges, administrative charges, and other costs associated with the Company's products and services.

24.2 Details of applicable fees and charges may be published on the Company's website, trading platform, account opening documents, or other official communications.

24.3 The Company may amend fees and charges from time to time in accordance with applicable laws, regulations, and business requirements.

24.4 The Company shall make reasonable efforts to notify Clients of material changes to fees and charges.

24.5 The Client authorizes the Company to deduct applicable fees, charges, costs, and obligations from the Client's trading account where permitted under these Terms and Conditions.

25. Statements and Account Records

25.1 The Company may provide account statements, transaction records, trading reports, and other information through electronic means.

25.2 The Client shall review account statements and transaction records promptly upon receipt.

25.3 Any discrepancy, error, or concern shall be reported to the Company as soon as reasonably practicable.

25.4 The Company's records shall be considered accurate unless proven otherwise by the Client.

PART V – MARGIN AND TRADING RISK

26. Margin Requirements

26.1 The Client shall maintain sufficient margin in the trading account at all times in accordance with the Company's margin requirements.

26.2 Margin requirements may vary depending on the product, market conditions, trading activity, volatility, liquidity, regulatory requirements, or risk management considerations.

26.3 The Company may amend margin requirements at any time where reasonably necessary.

26.4 The Client is solely responsible for monitoring account balances, margin levels, and trading positions.

26.5 The Company is not obligated to provide advance notice before a margin deficiency occurs.

27.Margin Call

27.1 Where the margin available in the Client's account falls below the required level, the Company may issue a margin call or other notification.

27.2 The Client shall promptly deposit additional funds or reduce open positions to satisfy margin requirements.

27.3 The Company is not obligated to provide a margin call before taking protective action on the account.

27.4 Failure to maintain sufficient margin may result in the closure of open positions, restriction of trading activities, or other actions deemed necessary by the Company.

28.Close-Out and Liquidation

28.1 The Company may close, liquidate, reduce, offset, or otherwise manage open positions where:

a. margin requirements are not met;
b. the account presents excessive risk;
c. unusual market conditions exist;
d. regulatory requirements apply;
e. an event of default occurs; or
f. the Company considers such action necessary to protect its legitimate interests.

28.2 The Company may take such action without prior notice where circumstances require immediate action.

28.3 The Company shall not be liable for losses arising from actions taken in accordance with this section.

29. Risk Acknowledgement

29.1 The Client acknowledges that trading derivative products involves significant risk and may not be suitable for all investors.

29.2 The Client understands that:

a. market prices may fluctuate rapidly;
b. losses may exceed expected amounts;
c. past performance is not indicative of future performance;
d. market conditions may change without notice;
e. technical failures may affect trading activities; and
f. profits are not guaranteed.

29.3 The Client acknowledges that he/she has received, read, understood, and accepted the Risk Disclosure Statement before opening an account and engaging in trading activities.

29.4 The Client accepts full responsibility for all trading decisions and outcomes.

PART VI – CLIENT OBLIGATIONS

30. Client Responsibilities

30.1 The Client shall use the Company's products and services in accordance with applicable laws, regulations, Company policies, and these Terms and Conditions.

30.2 The Client shall provide accurate, complete, and up-to-date information to the Company at all times.

30.3 The Client shall promptly notify the Company of any change to personal information, contact details, financial information, authorized persons, or other relevant information.

30.4 The Client shall maintain sufficient funds, margin, and resources necessary to meet all obligations arising from trading activities.

30.5 The Client shall cooperate with the Company in connection with compliance reviews, investigations, verification requests, regulatory inquiries, and account monitoring activities.

30.6 The Client shall be responsible for all activities conducted through the Client's account unless otherwise determined by the Company.

31. Prohibited Trading Activities

31.1 The Client shall not engage in any activity that may disrupt, manipulate, abuse, or improperly exploit the Company's services, systems, trading platform, pricing mechanisms, or market operations.

31.2 Prohibited activities include, but are not limited to:

a. market manipulation;
b. abusive trading practices;
c. misuse of pricing errors;
d. exploitation of technical system failures;
e. unauthorized use of automated trading systems;
f. trading based on fraudulent or misleading information;
g. collusion with other persons to manipulate trading activity;
h. any activity prohibited under applicable laws or regulations.
i. trading activity intended to circumvent the Company's controls, risk management measures, trading limits, or regulatory requirements.

31.3 Where the Company reasonably believes that prohibited trading activity has occurred, the Company may take appropriate action, including:

a. rejecting orders;
b. restricting trading activities;
c. suspending or closing accounts;
d. cancelling transactions where permitted by applicable laws or regulations; and
e. reporting the matter to relevant authorities.

32. Fraudulent Activities

32.1 The Client shall not engage in fraud, attempted fraud, deception, forgery, misrepresentation, identity misuse, money laundering, terrorism financing, or any unlawful activity.

32.2 The Client shall not provide false, inaccurate, forged, altered, misleading, or incomplete information or documents to the Company.

32.3 The Company may suspend, restrict, terminate, investigate, or report any account where fraudulent activity is suspected.

32.4 The Company may require additional verification, supporting documents, or information where concerns regarding fraud or unlawful activity arise.

33. Unauthorized Access and Security

33.1 The Client shall maintain the confidentiality and security of all account credentials, passwords, authentication tools, and access information.

33.2 The Client shall not disclose account credentials to any unauthorized person.

33.3 The Client shall immediately notify the Company if the Client becomes aware of:

a. unauthorized access;
b. suspected account compromise;
c. loss of security credentials; or
d. suspicious account activity.

33.4 The Company may suspend account access where necessary to protect the Client, the Company, or other users.

33.5 The Company shall not be responsible for losses resulting from the Client's failure to maintain appropriate account security.

PART VII – COMPLIANCE REQUIREMENTS

34. AML/CFT Compliance

34.1 The Client acknowledges that the Company is subject to applicable anti-money laundering and counter-terrorism financing laws, regulations, and regulatory requirements.

34.2 The Client shall comply with all reasonable requests made by the Company for compliance, identification, verification, monitoring, and regulatory purposes.

34.3 The Company may conduct customer due diligence, ongoing monitoring, transaction reviews, sanctions screening, and other compliance measures as required by applicable laws and regulations.

34.4 The Company may request additional information, supporting documents, explanations, or evidence relating to transactions, activities, source of funds, source of wealth, or other compliance matters.

34.5 The Company may refuse, delay, suspend, restrict, or terminate services where required for compliance with applicable laws, regulations, or regulatory obligations.

35. Source of Funds and Source of Wealth

35.1 The Client shall provide information regarding the source of funds, source of wealth, or other financial information where requested by the Company.

35.2 The Company may request supporting documents to verify the legitimacy of funds or assets used by the Client.

35.3 The Client shall cooperate fully with any request relating to verification of financial information.

35.4 Failure to provide satisfactory information may result in restrictions, suspension, rejection of transactions, or termination of the business relationship.

36. Sanctions Compliance

36.1 The Client represents that he/she is not subject to any applicable sanctions, restrictions, or prohibitions imposed by competent authorities.

36.2 The Company may conduct sanctions screening and other compliance reviews from time to time.

36.3 The Company may refuse, suspend, restrict, or terminate services where sanctions-related concerns are identified.

36.4 The Company may take any action necessary to comply with applicable laws, regulations, sanctions requirements, or regulatory obligations.

37. Conflict of Interest

37.1 The Company may from time to time have interests that may differ from those of a Client.

37.2 The Company shall take reasonable steps to identify, manage, mitigate, and disclose conflicts of interest in accordance with applicable laws, regulations, and Company policies.

37.3 The existence of a conflict of interest does not automatically prevent the Company from providing products or services to a Client.

37.4 Additional information regarding conflict of interest management may be made available upon request or through Company policies and disclosures.

38.Record Keeping

38.1 The Company may maintain records relating to accounts, transactions, communications, documents, instructions, and other business activities in accordance with applicable laws, regulations, and Company procedures.

38.2 Records may be maintained in physical or electronic form.

38.3 The Client agrees that records maintained by the Company may be relied upon as evidence of transactions, communications, instructions, and account activities, unless proven otherwise.

39.Regulatory Reporting and Disclosure

39.1 The Company may disclose information relating to the Client, transactions, accounts, or activities where required by applicable laws, regulations, court orders, regulatory requests, or lawful instructions from competent authorities.

39.2 The Client acknowledges that the Company may provide information to SERC, law enforcement agencies, financial intelligence units, courts, regulators, auditors, service providers, or other persons where required by law or regulation.

39.3 The Company shall take reasonable measures to protect confidential information while fulfilling its legal and regulatory obligations.

39.4 The Client acknowledges and consents to disclosures made by the Company where required for compliance, regulatory, legal, operational, or risk management purposes.

PART VIII – COMPANY RIGHTS

40.Suspension of Services

40.1 The Company may suspend all or part of its services where reasonably necessary for operational, compliance, regulatory, legal, security, risk management, or business purposes.

40.2 The Company may suspend services temporarily or permanently depending on the circumstances.

40.3 The Company shall not be liable for losses arising from a suspension implemented in accordance with these Terms and Conditions.

40.4 Where practicable, the Company may provide notice of a suspension; however, advance notice shall not be required where immediate action is necessary.

41.Account Restriction

41.1 The Company may impose restrictions on a Client's account where:

a. verification remains incomplete;
b. unusual or suspicious activity is identified;
c. regulatory or compliance concerns arise;
d. the Client fails to provide requested information or documents;
e. the Company considers the restriction necessary to manage risk.

41.2 Account restrictions may include:

a. limitation of trading activities;
b. restriction of deposits or withdrawals;
c. restriction of access to certain products or services; or
d. any other reasonable control considered necessary by the Company.

41.3 Restrictions shall remain in effect until the relevant issue has been resolved to the Company's satisfaction.

42.Refusal of Transactions

42.1 The Company may refuse, reject, delay, cancel, or reverse a transaction where:

a. the transaction may violate applicable laws or regulations;
b. insufficient funds or margin are available;
c. suspicious activity is identified;
d. operational or technical issues exist;
e. incorrect information has been provided; or
f. the Company considers the transaction to present unacceptable risk.

42.2 The Company shall not be required to provide detailed reasons for refusing a transaction where prohibited by law or regulatory requirements.

42.3 The Company may request additional information before processing a transaction.

43. Account Termination

43.1 The Company may terminate the business relationship and close a Client's account at any time where permitted by applicable laws and regulations.

43.2 Circumstances that may result in termination include, but are not limited to:

a. breach of these Terms and Conditions;
b. fraudulent activity;
c. provision of false or misleading information;
d. failure to satisfy compliance requirements;
e. prolonged inactivity;
f. regulatory requirements;
g. unlawful activity; or
h. any other circumstance that may expose the Company to unacceptable risk.

43.3 Upon termination, the Company may:

a. close open positions;
b. settle outstanding obligations;
c. deduct amounts owed to the Company;
d. restrict further access to services; and
e. take any other action permitted by law.

43.4 Termination of an account shall not affect any rights, obligations, liabilities, or claims arising before the termination date.

43.5 The Company may retain records and information following account closure in accordance with applicable laws, regulations, and Company procedures.

PART IX – COMPLAINTS AND COMMUNICATIONS

44. Complaints Handling

44.1 A Client who wishes to submit a complaint may do so through the communication channels approved by the Company.

44.2 The Company shall review and investigate complaints in accordance with its Complaint Handling Policy and applicable laws and regulations.

44.3 The Client shall provide sufficient information and supporting documents to enable the Company to review the complaint.

44.4 The Company may request additional information or clarification during the complaint review process.

44.5 The Company shall make reasonable efforts to resolve complaints in a timely and fair manner.

44.6 If a Client is dissatisfied with the Company's response, the Client may seek further assistance through applicable regulatory or legal channels in accordance with Cambodian laws and regulations.

45. Notices and Communications

45.1 The Company may communicate with the Client through any contact details provided by the Client and recorded in the Company's systems.

45.2 Communications may be made through:

a. email;
b. telephone;
c. trading platform messages;
d. website announcements;
e. mobile applications; or
f. any other communication channel approved by the Company.

45.3 The Client shall ensure that contact information provided to the Company remains accurate and up to date.

45.4 The Company shall not be responsible for any loss resulting from the Client's failure to maintain accurate contact information.

46. Electronic Communications

46.1 The Client agrees that the Company may provide statements, notices, reports, confirmations, disclosures, agreements, and other information in electronic form.

46.2 Electronic communications shall have the same effect as communications provided in paper form, to the extent permitted by applicable laws and regulations.

46.3 The Client acknowledges the risks associated with electronic communications, including delays, interruptions, technical failures, unauthorized access, and transmission errors.

46.4 The Company shall not be responsible for communication failures arising from circumstances beyond its reasonable control.

47.Electronic Signatures

47.1 The Client agrees that electronic signatures, digital confirmations, electronic acknowledgements, online acceptance, and similar electronic methods may be used in connection with the Company's products and services.

47.2 Electronic signatures and electronic records shall have the same legal effect as handwritten signatures to the extent permitted under applicable laws and regulations.

47.3 The Client shall be responsible for maintaining the security and confidentiality of electronic authentication methods used to access the Company's services.

47.4 The Company may rely upon electronic instructions, confirmations, approvals, acknowledgements, or signatures that reasonably appear to originate from the Client.

47.5 Records maintained by the Company relating to electronic communications and electronic signatures may be used as evidence of transactions, instructions, and agreements.

PART X – LIABILITY AND LEGAL MATTERS

48.Limitation of Liability

48.1 The Company shall not be liable for any loss, damage, cost, expense, or liability arising directly or indirectly from:

a. market fluctuations or price movements;
b. trading decisions made by the Client;
c. delays or failures in communication systems;
d. interruptions of trading platforms;
e. technical errors or system failures beyond the Company's reasonable control;

f. actions taken in compliance with applicable laws, regulations, or regulatory requirements; or
g. any act or omission of third parties beyond the Company's reasonable control.

48.2 The Company shall not be responsible for any indirect, incidental, consequential, special, or punitive loss or damage suffered by the Client.

48.3 Nothing in these Terms and Conditions shall exclude or limit any liability that cannot be excluded or limited under applicable laws and regulations.

49.Indemnity

49.1 The Client shall be responsible for any loss, damage, liability, cost, expense, claim, or action arising from:

a. breach of these Terms and Conditions;
b. violation of applicable laws or regulations;
c. misuse of the Company's products or services;
d. provision of false, inaccurate, or misleading information; or
e. unauthorized activities conducted through the Client's account.

49.2 The Client shall reimburse the Company for reasonable costs, expenses, and losses incurred as a result of matters described in Clause 49.1.

49.3 The Company's rights under this section shall survive account closure, termination, or cessation of the business relationship.

50.Force Majeure

50.1 The Company shall not be liable for any delay, interruption, failure, loss, or inability to perform its obligations where such circumstances are beyond its reasonable control.

50.2 Force majeure events may include, but are not limited to:

a. natural disasters;
b. fire, flood, earthquake, or severe weather conditions;
c. war, civil unrest, terrorism, or public disorder;
d. government actions or regulatory measures;
e. power failures;
f. communication failures;
g. cyber incidents;

h. system failures; or
i. any other event beyond the Company's reasonable control.

50.3 During a force majeure event, the Company may take reasonable actions necessary to protect its operations, systems, Clients, and regulatory obligations.

51. Amendments to Terms and Conditions

51.1 The Company may amend, update, modify, or replace these Terms and Conditions from time to time.

51.2 Amendments may be made to reflect changes in:

a. applicable laws and regulations;
b. regulatory requirements;
c. products and services;
d. operational requirements;
e. risk management considerations; or
f. business practices.

51.3 The Company shall make reasonable efforts to notify Clients of material amendments through appropriate communication channels.

51.4 Continued use of the Company's products or services after an amendment becomes effective shall constitute acceptance of the revised Terms and Conditions.

52. Governing Law and Jurisdiction

52.1 These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Kingdom of Cambodia.

52.2 The Company and the Client shall make reasonable efforts to resolve any dispute through discussion and mutual cooperation before commencing legal proceedings.

52.3 Any dispute arising from or relating to these Terms and Conditions shall be subject to the jurisdiction of the competent courts of the Kingdom of Cambodia, unless otherwise required by applicable laws or regulations.

52.4 Nothing in these Terms and Conditions shall limit the authority of SERC or any other competent authority acting within its legal powers and responsibilities.