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OPTIM Investments
CLIENT AGREEMENT

Updated: 16 September 2022

- 21.8** The Client acknowledges that the Company bears no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication and personal data, when the above are transmitted, using the internet or other network communication facilities, post, telephone, or any other electronic means.
- 21.9** In the event where the Company suspects any fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in a Client's Trading Account or Accounts with the Company or otherwise related or connected to the any and/or all Transactions, then the Company reserves the right, at its sole discretion, to close all open positions in the Client's Trading Account and deduct or add a penalty (equivalent to the swap and/or any profit amount) for all transactions currently and/or previously made in the account and/or annul all profits made as a result and decline from accepting any further requests from the Client to be exempted from any swaps and/or terminate all agreements with the Client.

22. PROCEDURE FOR DISPUTE RESOLUTION

- 22.1** If any conflict situation arises when the Client reasonably believes that the Company as a result of any action or failure to act has breached one or more of the terms of the Legal Documents, the Client has the right to lodge a complaint with the Company as soon as reasonably practicable after the occurrence of the event.
- 22.2** To file any complaint, the Client shall follow the procedure outlined in the Complaints Handling Policy posted on the Website.
- 22.3** The Company has the right to dismiss a complaint in case it does not comply with the requirements set out above.
- 22.4** Disputes not mentioned in the Legal Documents and/or Complaint Handling Policy are resolved in accordance with the common market practice and at the sole discretion of the Company.
- 22.5** If the Quotes Flow has been interrupted due to a software and/or hardware failure, all decisions in regard to the Dispute shall be made on a basis of the live Server's Quotes Base.
- 22.6** The Company shall not be liable to the Client if for any reason the Client has received less profit than the Client had hoped for or has incurred a loss as a result of uncompleted action which the Client had intended to complete but which the Client has not completed.

23. REJECTION OF COMPLAINTS

- 23.1** If the Client has been notified in advance by Trading Platform internal mail or any other way of routine maintenance on the Server, complaints made in regard to any unexecuted Instructions which are given during such a construction period, are not accepted.
- 23.2** Complaints in regard to a Transaction or Order execution based on the difference in the prices for the Contract for Difference in the Trading Platform and for the underlying asset of the Contract for Difference are not accepted.

- 23.3** Complaints in regard to time of Order execution notwithstanding the amount of time the Company Dealer needed to execute the Order are not accepted, unless the Order placed in the queue has not been executed as the Terms of Business provide.
- 23.4** No Client complaints shall be accepted in regard to the financial results of the deals made using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error.
- 23.5** In regard to all Disputes any references by the Client to the Quotes of other companies or information systems shall not be taken into account.
- 23.6** The Client acknowledges that it shall not be able to manage the relevant position while the Dispute in regard to that position is being considered and no complaints in regard to that matter are accepted.
- 23.7** The Client acknowledges that the Company shall not notify it that the Dispute has been resolved and the position has been reopened and the Client shall be responsible for all the risks in this respect.
- 23.8** Once the Dispute has been resolved the Company has the right to trigger the Stop Loss or Take Profit in the chronological order in which they would have been triggered if the Stop Out had not been executed.
- 23.9** The Company has the right to void any Transaction if the corresponding hedge trade has been cancelled by its relevant Liquidity Provider.

24. RISK ACKNOWLEDGEMENT AND DISCLOSURE

The Company discloses and the Client acknowledges that they run a great risk of incurring losses, including the loss of all invested capital, and damages as a result of the purchase and/or sale of any CFD and accepts that they are willing to undertake this risk. The Client represents that they have sufficient knowledge, and experience to make own evaluation of the merits and risks of any Transaction, including a risk of losing all of their invested capital. The Company gives no warranty as to the suitability for any Client of the CFDs traded under this Agreement and neither have nor assume any fiduciary duty in its relations with the Clients.

25. TRADING BENEFITS

- 25.1** In the event where the Client agrees to participate in a bonus scheme, and/or other promotion, and/or contest which offers a trading benefit (hereinafter the “Trading Benefits Scheme”), the following terms and conditions shall apply:
- a. The Client shall not be entitled to participate in more than one Trading Benefit Scheme at the same time, unless otherwise explicitly provided in the applicable terms and conditions of the Trading Benefit Scheme.

- b. The Company shall not be liable for any margin call or losses that the Client may suffer, including but not limited to losses due to stop-out level, if the trading benefit is withdrawn for any reason pursuant to the applicable terms and conditions of the Trading Benefit Scheme.
- c. The Company reserves the right, as it in its sole discretion deems fit, to alter, amend, suspend, cancel or terminate the Trading Benefit Scheme, or any aspect of it, at any time and without any prior notice. Under no circumstances shall the Company be liable for any consequences of any alteration, amendment, suspension, cancellation or termination of the Trading Benefit Scheme.
- d. Any indication or suspicion of fraud, manipulation, cash-back or bonus or swap arbitrage, or other forms of deceitful or fraudulent activity in the Client's account or multiple accounts with the Company or otherwise related or connected to the Trading Benefit Scheme shall nullify any and all transactions executed and/or profits or losses garnered therein.
- e. The Company reserves the right, at its sole discretion, to disqualify any individual from any Trading Benefit Scheme if the Company suspects a misuse or attempt to misuse a Trading Benefit Scheme, or breaches the present Agreement and/or any of the Company's Business Terms and/or the terms and conditions of the Trading Benefit Scheme and to nullify any and all transactions carried and cancel all orders and annul and/or withdraw all profits of such Client. In these circumstances, the Company shall not be liable for any consequences of the trading benefit cancellation.
- f. In the event of dispute, this shall be resolved in accordance to the Dispute Resolution procedure set out herein.
- g. Notwithstanding the translated language of the terms and conditions of a Trading Benefit Scheme, the English wording shall be the prevailing version in the event of any discrepancy between the two languages.

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