

General Terms of Service

Pocket Broker Platform

Last Updated: March 05, 2025, v.1.1.25

Welcome to Pocket Broker platform (referred to as “we,” “us,” or “our”), a business holding , which provides, in accordance with the provisions of this General Terms of Services, the conduct of operations for the purchase and sale of CFD (Contract for Difference) contracts through the provision of services by holding companies. These General Terms of Services (“Terms”) govern your access to and use of the Pocket Broker website, mobile applications, and related services (collectively, the “Platform”). By accessing or using the Platform, you (“you” or the “Client”) agree to be bound by these Terms. If you do not agree, please do not use the Platform.

These Terms outline the general rules for using the Platform, how we determine which company within our holding will serve you, and the onboarding process, including our Know Your Client (KYC) requirements. Please read them carefully.

1. About Pocket Broker and Our Holding Structure

Pocket Broker is a platform designed to provide access and User engagement in activities involving the buying and selling of CFD (Contract for Difference) agreements. Our Platform is managed by FX Trading S.R.L., a holding entity that oversees a group of companies (the “Group Companies”). Each Group Company is a separate legal entity specializing in specific financial or other related services.

When you sign up to use the Platform, we determine which Group Company will provide services to you based on factors such as your location, the services you request, your account preferences, and applicable regulatory requirements. The specific Group Company assigned to you will have its own terms of service, which will apply alongside these General Terms. Links to the terms of each Group Company are provided below in Section 11.

2. Eligibility to Use the Platform

To use the Platform, you must:

- Be at least 18 years old (or the age of majority in your jurisdiction).
- Have the legal capacity to enter into binding agreements.

- Not be prohibited from using financial services under the laws of your country or any applicable jurisdiction.
- Provide accurate and complete information during onboarding (see Section 4).

We reserve the right to refuse service to anyone who does not meet these requirements or for any other lawful reason.

3. How Services Are Assigned

When you join Pocket Broker, we take a flexible approach to ensure you receive the best service from our Group Companies. Here's how it works:

1. **Onboarding Stage:** During signup, you provide initial information (e.g., email).
2. **Company Assignment:** The assigned Group Company will depend on factors like your country of residence, the type of financial services you request, your account preferences, and applicable regulatory requirements.
3. **Notification:** Once onboarding is complete and your account is approved, we'll notify you immediately via email (or other communication methods you provide) about:
 - The name of the Group Company assigned to you.
 - A link to that company's specific terms of service.
 - How you can interact with the Platform and the assigned company.

Until onboarding is complete, you won't have access to trading or other services. The assigned Group Company's terms will govern your specific transactions, while these General Terms apply to your overall use of the Platform.

4. Onboarding and Know Your Client (KYC) Process

In accordance with the applicable legislation and the Financial Intelligence Centre Act (FIC Act) in South Africa, we are required to implement Know Your Customer (KYC) procedures as part of our Risk Management and Compliance Programme (RMCP). These procedures involve collecting and verifying your personal information, such as your name, address, date of birth, and identification documents, to prevent money laundering, terrorist financing, and other financial crimes.

We are committed to protecting your data and will use it solely for compliance purposes, in accordance with applicable laws. You are required to provide accurate and up-to-date information when requested. Failure to do so may result in restrictions on your account, such as suspension, transaction delays, or termination of services.

Our KYC processes form part of our RMCP, which outlines our comprehensive approach to risk assessment, customer due diligence, and ongoing monitoring. For more details on our compliance measures, please refer to our RMCP, available upon request.

We take security and compliance seriously. To use the Platform, you must complete our onboarding process, which includes Know Your Client (KYC) checks. This helps us verify your identity, prevent fraud, and comply with laws. Here's how it works in simple terms:

4.1 Initial Sign Up

- **Basic Information:** At a minimum, you'll need to provide a valid email address.
- **Deposit Amount:** You'll also indicate how much you plan to deposit.
- **Purpose:** This lets us assess your needs and assign the right Group Company quickly.

4.2 KYC Requirements

For full access to the Platform (e.g., trading, withdrawals), we'll need more details. The exact requirements depend on your deposit size and the services you request, but may include:

- **Personal Information:** Full name, date of birth, and residential address.
- **Identification:** A government-issued ID (e.g., passport, driver's license).
- **Proof of Address:** A utility bill, bank statement, or similar document (dated within the last 3 months).
- **Additional Checks:** For larger deposits (e.g., in USD equivalent above \$10,000) or certain services, we may ask for:
 - Source of funds (e.g., bank statements, payslips).
 - A selfie with your ID.

4.3 Simplified KYC for Small Deposits

For single transactions, under ZAR 5000 initial deposit, we may allow you to start with just an email address. However, to withdraw funds or access advanced features, you'll still need to complete full KYC.

4.4 How We Verify

- We use secure technology to check your information.
- You'll upload documents through the Platform's onboarding portal.
- We may contact you if we need more details.

4.5 Timing

- Basic onboarding (email only) takes minutes.
- Full KYC approval usually takes 1-3 business days, depending on the volume of applications and the accuracy of your information.

4.6 Why KYC Matters

This process protects you, us, and the financial system. It ensures we comply with anti-money laundering (AML) and counter-terrorism financing (CTF) laws. If you don't complete KYC when required, your account may be restricted or closed.

5. Your Account

- **Account Creation:** After successful onboarding, you'll get a Pocket Broker account linked to the assigned Group Company.
- **Security:** You're responsible for keeping your login details (e.g., password) safe. Don't share them with anyone.
- **Activity:** We may monitor your account for security or compliance reasons.

If you suspect unauthorized use of your account, contact us immediately at support@pocket-broker.com.

6. Services Provided

The specific services available to you depend on the Group Company assigned during onboarding. Check their terms for details (see Section 11).

7. Deposits, Withdrawals, and Fees

- **Deposits:** You can fund your account using methods listed on the Platform. Minimum deposit amounts vary by Group Company.
 - **Withdrawals:** Available after full KYC approval. Processing times and fees depend on the assigned Group Company's policies.
 - **Fees:** We may charge fees for trading, withdrawals, or other services. These will be clearly displayed on the Platform and in the assigned Group Company's terms.
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8. Risks

Investing in financial products is a wise decision, but it is important to acknowledge the risks involved. The past performance of a financial product does not guarantee future returns, as the market is constantly evolving. The value of financial products can fluctuate depending on several factors, such as market conditions and the value of underlying securities. Any illustrations, forecasts or hypothetical data provided should be taken for illustrative purposes only, and not as a guarantee of future returns. It is important to note that this document is not intended as a solicitation, invitation, or investment recommendation. Prior to investing in any financial product or fund, we highly encourage investors to seek the advice of specialised financial, legal, and tax professionals. Furthermore, we urge investors to carefully consider whether the investment is suitable for their individual circumstances, risk tolerance, and investment objectives.

Using the Platform involves risks, including:

- **Market Risk:** Prices of financial instruments can go up or down. You could lose money.
- **Technical Risk:** Internet or system failures may disrupt access.
- **Regulatory Risk:** Laws in your country may limit or affect your use of our services.

You're responsible for understanding these risks before using the Platform.

9. Your Responsibilities

You agree to:

- Provide truthful information during onboarding and beyond.
- Use the Platform legally and follow these Terms.
- Pay any applicable taxes on your earnings.

You must not:

- Use the Platform for illegal activities.
 - Attempt to hack or disrupt the Platform.
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10. Termination

- **By You:** You can close your account anytime by contacting us.
 - **By Us:** We can suspend or terminate your account if you break these Terms, fail KYC, or for legal reasons. We'll notify you if this happens.
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11. Group Company Terms

Each Group Company has its own terms of service, which apply once assigned to you. Links to their terms are below (to be updated as needed):

- **FX Trading S.R.L.**

Company number: 3-102-927494

Legalization number 4062001339764

PROVINCE 01 SAN JOSE, CANTON 01 SAN JOSE, MATA REDONDA,
NEIGHBORHOOD LAS VEGAS, BLUE

BUILDING OF TWO FLOORS, DIAGONAL TO LA SALLE HIGH SCHOOL

- **FRONTIER MARKETS (PTY) LTD.**

Frontier Markets (Pty) Ltd is an authorised FSP, with FSP license number 53333

Reg. number 2023/780267/07

Registered at: 11 WALNUT ROAD, DURBAN CENTRAL, DURBAN, KWA-ZULU, NATAL, 4001, South Africa:

<https://pocket-broker.com/pdf/Client-Agreement-Terms-Conditions.pdf>

These terms cover specifics like trading rules and dispute processes for that company.

12. Communication

We'll contact you via:

- Email (your primary contact method).
- In-platform notifications.
- Other methods you provide (e.g., phone, if applicable).

Keep your contact details updated to avoid missing important updates.

13. Privacy

We collect and use your personal data as outlined in our Privacy Policy

<https://pocket-broker.com/pdf/Privacy-policy.pdf>

This includes KYC data, transaction history, and more, all handled securely and in line with applicable laws.

14. Limitation of Liability

We're not liable for losses due to:

- Market fluctuations.

- Technical issues beyond our control (e.g., internet outages).
- Your failure to follow these Terms.

Our liability is limited to the extent allowed by law.

15. Governing Law

These Terms are governed by the laws of Costa Rica, unless the assigned Group Company's terms specify otherwise.

16. Changes to These Terms

We may update these Terms from time to time. If we do, we'll notify you via email or the Platform. Continued use after changes means you accept the new Terms.

17. Contact Us

Questions? Reach out at:

- Email: support@pocket-broker.com
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Thank you for choosing Pocket Broker! We're here to make your trading experience smooth and secure.