

# **TERMS AND CONDITIONS**

## **1. Introduction and Acceptance**

These Terms and Conditions (“Terms”) constitute a legally binding agreement between you (“User”, “Client”, “you”) and Bitpania (“Company”, “we”, “us”, “our”) owned and operated by SLK Capital LTD, registration number: 2024 -00562, address: Ground Floor, The Sotheby Building , Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia. The Terms governing your access to and use of the website, platform, applications, and related services (collectively, the “Platform”).

By registering for an account or using the Platform, you confirm that you have read, understood, and agree to be bound by these Terms, as well as any policies referenced herein.

These documents were written in English. In the event of any inconsistency between the English version and the translation, the English text shall prevail.

## **2. Regulatory Status and Nature of Services**

The Platform provides access to trading in foreign exchange (Forex), Contracts for Difference (CFDs), cryptocurrencies, and related financial instruments.

The Company does not provide investment, tax, or legal advice. All trading decisions are made solely by the Client.

## **3. Eligibility and Jurisdiction**

3.1. The Services are available only to individuals who:

- Are at least 18 years of age (or legal age in their jurisdiction);
- Have full legal capacity to enter into contracts;
- Are not residents of jurisdictions where such services are prohibited.

3.2. It is the Client’s responsibility to ensure compliance with local laws and regulations.

## **4. Account Registration and Verification**

4.1. Clients must provide accurate, complete, and current information when creating an account.

4.2. The Company reserves the right to request additional documentation to satisfy Know Your Customer (KYC) and Anti-Money Laundering (AML) requirements.

4.3. Failure to provide requested documentation may result in account suspension or termination.

## **5. Account Security**

Clients are solely responsible for safeguarding their login credentials. Any activity conducted through the Client’s account shall be deemed authorized by the Client.

## **6. Trading Risks Disclosure**

6.1. Trading in Forex, CFDs, and cryptocurrencies involves a high level of risk and may not be suitable for all investors.

6.2. Leverage can work both for and against the Client and may result in losses exceeding the initial deposit.

6.3. Past performance does not guarantee future results.

## **7. Deposits**

7.1. Clients may fund their accounts using approved payment methods.

7.2. All deposits must originate from accounts or wallets registered in the Client's own name.

7.3. The Company reserves the right to reject or reverse deposits suspected of fraudulent or unlawful activity.

## **8. Withdrawals**

Withdrawals are governed by the Withdrawal Policy, which forms an integral part of these Terms.

## **9. Fees and Charges**

The Company may charge spreads, commissions, overnight fees, withdrawal fees, inactivity fees, or other charges as disclosed on the Platform. Fees may be amended at any time.

## **10. Market Execution and Pricing**

Prices displayed on the Platform are derived from liquidity providers and market conditions. The Company does not guarantee the availability of specific prices.

## **11. Prohibited Activities**

Clients shall not engage in:

- Market abuse or price manipulation
- Fraud, money laundering, or terrorist financing
- Use of trading strategies intended to exploit system errors

## **12. Suspension and Termination**

The Company reserves the right to suspend, restrict, or terminate any account without prior notice if it reasonably believes that:

- These Terms have been violated
- Fraudulent or illegal activity is suspected
- Regulatory compliance requires such action

## **13. Limitation of Liability**

To the maximum extent permitted by law, the Company shall not be liable for any indirect, incidental, or consequential losses, including loss of profits, data, or trading opportunities.

## **14. Amendments**

The Company may amend these Terms at any time. Updated Terms shall become effective upon publication on the Platform.

## **15. Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company is incorporated. Any disputes shall be subject to the exclusive jurisdiction of the competent courts therein.

# KNOW YOUR CUSTOMER (KYC) POLICY

This Know Your Customer (“KYC”) Policy outlines the procedures and requirements implemented by Bitpania to verify the identity of its Clients in accordance with applicable Anti-Money Laundering (AML) and Counter-Terrorist Financing (CTF) regulations.

This Policy forms an integral part of the Company’s Terms and Conditions.

## 1. Purpose of the KYC Policy

The purpose of this Policy is to:

- Prevent money laundering, terrorist financing, fraud, and other financial crimes
- Ensure compliance with applicable regulatory and legal obligations
- Protect the integrity and security of the Platform

## 2. Scope

This Policy applies to all Clients who register, hold, or seek to hold an account with the Company, regardless of their jurisdiction or account type.

## 3. Client Identification Requirements

### 3.1 Individual Clients

To verify identity, Clients may be required to provide the following documents:

#### a) Proof of Identity (POI)

One valid, government-issued photo identification document, such as:

- Passport
- National identity card
- Driver’s license

#### b) Proof of Address (POA)

A document issued within the last **3 months**, such as:

- Utility bill
- Bank or credit card statement
- Government or tax authority letter

### 3.2 Corporate Clients

For corporate or institutional accounts, the Company may require:

- Certificate of incorporation or registration
- Memorandum and Articles of Association
- Register of directors and shareholders
- Proof of identity and address for directors, authorized signatories, and beneficial owners
- Corporate structure chart

### 4. Beneficial Ownership

Where applicable, the Company will identify and verify the **Ultimate Beneficial Owner(s) (UBO)** who directly or indirectly own or control **25% or more** of a legal entity.

### 5. Verification Process

- 5.1. Documents submitted by Clients will be reviewed and verified for authenticity.
- 5.2. The Company may use third-party verification providers or automated systems.
- 5.3. The Company reserves the right to request additional documentation or clarification at any time.

### 6. Ongoing Monitoring

The Company conducts ongoing monitoring of Client accounts and transactions to ensure continued compliance with AML regulations.

Periodic re-verification may be required, particularly in cases of high-risk activity or changes to Client information.

### 7. Enhanced Due Diligence (EDD)

Enhanced Due Diligence may be applied in cases including, but not limited to:

- High-risk jurisdictions
- Politically Exposed Persons (PEPs)
- Unusual or high-value transactions

EDD may involve additional documentation, source of funds verification, and increased monitoring.

### 8. Failure to Complete KYC

If a Client fails or refuses to complete KYC verification:

- Account access may be restricted or suspended
- Deposits and withdrawals may be blocked
- The account may be terminated in accordance with the Terms and Conditions

## **9. Record Keeping**

The Company retains KYC records and transaction data for the period required by applicable laws, typically five (5) years after the termination of the Client relationship.

## **10. Data Protection and Confidentiality**

All personal data collected during the KYC process is processed in accordance with applicable data protection laws. Information will be used solely for compliance purposes and will not be disclosed except where legally required.

## **11. Regulatory Cooperation**

The Company may disclose Client information to regulatory authorities, law enforcement agencies, or financial institutions when required by law or in response to lawful requests.

## **12. Amendments**

The Company reserves the right to amend this KYC Policy at any time to reflect changes in regulatory requirements or internal procedures. Updates will be effective upon publication on the Platform.

## **13. Client Acknowledgment**

By opening an account and using the Platform, the Client acknowledges and agrees to comply with this KYC Policy.

### **Important Notice**

Failure to comply with KYC requirements may result in delays, restrictions, or termination of Services.