



Terms and Conditions of Service

GOC PRIME LTD**Trade Name:** Gocprime.com**Company Registration Number:** 2024-00767**Registered Address:** G Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia**Disclaimer**

Notwithstanding the provisions contained in this document, the Company reserves the right to amend, modify, add, delete, or otherwise change any terms and conditions without prior notice to the client, whether written or otherwise.

Such amendments include the introduction of new terms, which shall be deemed binding upon the client as if originally stated herein. The updated version will be published on www.gocprime.com.

Client Responsibilities

Clients are responsible for periodically reviewing these Terms and Conditions. Continued use of the website or services after changes have been made constitutes full acceptance of those changes.

Supplementary Terms

For specific services, clients may be required to comply with additional guidelines, rules, or conditions. These shall be deemed incorporated into these Terms and Conditions by reference.

PART 1 – OPENING PROVISIONS

1. Parties to This Client Agreement

This Agreement is made between GOC PRIME LTD ("the Company," "we," or "our") and any individual who has completed an account application form and whose application has been approved by the Company.

Service Restrictions: The Company does not accept clients who are citizens or residents of certain countries, such as the United States, due to regulatory restrictions by the U.S. Securities and Exchange Commission (SEC).

2. Effect of the Agreement

This Agreement shall become effective when:

- You accept the Agreement online through our website; and
- You receive written and/or electronic confirmation from us that your account has been activated.

Ongoing trading activities with us indicate your agreement to abide by these Terms, which supersede any previous agreements between you and the Company.

3. Account Application Approval

You acknowledge that account applications are subject to Company approval, and the Company reserves the right to approve or deny any application without obligation to provide reasons.

You also agree to provide additional documentation or agreements as requested, such as identity verification (KYC) and Anti-Money Laundering (AML) documentation throughout the account opening process.

4. Scope of Services

Once your account is activated, the Company may provide:

- Receipt and transmission of financial instrument orders on your behalf;
- Foreign exchange services related to the aforementioned services;
- Custody and administration of financial instruments in your name, including cash or collateral management;
- Investment analysis or general advice on financial instrument transactions.

Warning:

The Company does not offer investment advice and accepts no liability for the outcome of investment strategies or transactions undertaken by the client. You are solely responsible for your investment decisions and are encouraged to seek expert advice prior to executing any transaction.

5. Appropriateness Assessment

The Company will collect information about your investment knowledge and experience to assess the suitability of products and services.

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The Company will rely on the accuracy of the information provided. If incorrect or changed without notice, the Company may not be able to assess suitability.

In cases where insufficient information is provided, services may still be offered but suitability cannot be guaranteed.

Advice: Accurate and complete information will allow the Company to appropriately assess risks and suitability.

6. **Withdrawal of Services**

The Company may suspend part or all services, temporarily or permanently, at its sole discretion and without prior notice.

7. **Client Consents**

You confirm and accept that:

- You will not receive any underlying assets of CFDs you transact;
- Funds deposited with the Company do not earn interest;
- Transactions are conducted on an agency basis and your orders may be transmitted to third-party brokers, possibly outside regulated markets.

You represent that:

- You have read, understood, and unconditionally accepted this Agreement;
- You have read and accepted the information published on the website, which forms part of this Agreement, including:
 - Risk Disclosure
 - Order Execution Policy
 - Privacy Policy
 - Website Terms of Use
 - AML Policy

8. **Notifications via Website**

You consent to receive notifications through the Company's website, including:

- Changes to the Agreement
- Fees and Charges
- Investment Risks

9. **Use of Account**

Your account is intended solely for trading. The Company is not a bank and does not hold deposits in the capacity of a bank. Funds are held only for maintaining margin trading.

10. **Anti-Fraud Policy**

The Company maintains a strict "No Tolerance" policy toward abusive trading practices, such as:

- Use of bots (EA, robots) that disrupt the trading system (Market Abuse);
- Hedging internally or externally;
- Other deceptive strategies considered fraudulent.

Upon detection, the Company may:

- Cancel prior transactions;
- Forfeit profits from such transactions;
- Immediately close the client's account without prior notice.

PART 2 – CLIENT FUNDS

Client Money

All funds provided by the Client to the Company, or held by the Company on behalf of the Client for the purpose of providing investment services, shall be maintained in the Client's name and/or in the name of the Company on behalf of the Client in a specifically designated account.

The Company may pool client funds into a single bank account (commonly referred to as an "omnibus account"), while maintaining the ability to distinguish each Client's funds internally via its accounting and management systems.

The Company may transfer or receive Client funds to/from its affiliates or third parties (such as banks, trading venues, financial intermediaries, e-wallets, brokers, or clearing institutions) for the purpose of conducting transactions or providing collateral for the Client's trades. In such cases:

- The Company is not liable for the acts or omissions of such third parties.
- Third parties may hold Client funds in omnibus accounts, potentially making it difficult to segregate Client funds from those of the Company or other third parties.
- In the event of third-party insolvency, Clients may be adversely affected, and the Company shall be treated as an unsecured creditor, which could result in the Client not receiving a full refund.

The Company shall not pay any interest on Client funds held in segregated accounts and may deposit such funds in overnight accounts. The Client hereby consents to the Company retaining any interest earned therefrom.

The Company may deposit Client funds with a depository, which may have legal rights to hold or offset the funds for debts owed.

The Company may maintain Client funds in banks outside the Company's jurisdiction, where local laws may differ from those of the Company's domicile. In the event of bankruptcy or a similar event at such institutions, Client funds may not be protected in the same manner.

By signing or accepting this Agreement, the Client authorizes the Company to deposit and withdraw funds from the "Client Funds" account on the Client's behalf, including settling any obligations owed to the Company or relevant parties.

Unless otherwise agreed in writing, the Company reserves the right to offset debts from the Client's account without prior notice. This Agreement does not constitute a credit facility to the Client.

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The Client agrees that the Company has the authority to manage funds in dormant accounts (i.e., with no activity for over 6 months), especially if the Client is unreachable or the beneficiary cannot be identified.

2. Funding and Withdrawals of the Client's Account

Clients may deposit funds into their trading accounts through various methods, including:

- Credit/Debit cards
- Bank transfers (Wire or SEPA)
- E-wallets
- Other methods deemed appropriate by the Company

Note: Certain methods may not be available in some jurisdictions.

Deposits may be made via the trading platform or through authorized Company personnel via telephone (subject to the Client's consent).

The minimum deposit amount is specified on the Company's website but may be waived at the Company's sole discretion.

The Company reserves the right to reject cash deposits and may deny account access associated with such deposits.

Clients may submit withdrawal requests according to procedures outlined on the website. All required documents must be submitted; otherwise, the Company reserves the right to withhold the request in compliance with applicable laws.

The Company does not charge withdrawal fees. However, bank/card/payment processor fees shall be borne by the Client.

The maximum withdrawal amount via the original deposit method shall not exceed the total deposit made via that method. Profits may only be withdrawn via the Client's verified bank account.

Withdrawals must be returned to the original account or card. If the Client wishes to withdraw to a different account, valid justification must be provided, and approval is subject to the Company's discretion.

The minimum withdrawal amount is USD 20, unless otherwise specified.

The Client is solely responsible for the accuracy of account details provided. The Company shall not be liable for losses resulting from incorrect information.

If a Client submits a withdrawal request via bank transfer but fails to provide the required bank account details within 10 business days, the funds will be returned to the trading account, and a new request must be submitted.

Withdrawals will only be processed after successful verification of KYC and AML documents.

PART 3 – GENERAL PROVISIONS

1. Legal Provisions

Notwithstanding any provisions of this Client Agreement, the Company reserves the right to take any actions it deems necessary, at its sole discretion, to comply with market regulations, legal obligations, or applicable rules and standards.

The Company may disclose Client information and/or transaction details if required by law or if deemed appropriate for proper account management.

According to internal policy, the Company will retain Client information for a minimum of 7 years after the termination of the Client Agreement.

If any part of this Agreement is deemed unenforceable, unlawful, or in violation of any regulation by a competent court, such part shall be considered null and void, while the remainder of the Agreement shall remain in full force and effect.

2. Introduction of Clients

Some Clients may be referred to the Company by Business Introducers or Introducing Brokers.

By accepting this Agreement, the Client acknowledges and agrees that:

- Introducers are not agents of the Company and are not authorized to make representations or guarantees on the Company's behalf.
- The Company is not responsible for any arrangements or additional costs resulting from agreements between the Client and the Introducer.
- The Company may pay fees or commissions to Introducers under a written agreement (refer to Clause 182 – Third-Party Benefits).

3. Inducements – Payments to/from Third Parties

The Company may pay or receive fees from third parties, provided such benefits enhance the quality of service to Clients and do not compromise the Company's duty to act in the Client's best interest.

Fees may include:

- Commissions paid to Introducing Brokers, Referring Agents, or third parties under written agreements;
- Commissions received from counterparties or brokers to whom the Company routes Client orders, based on the volume or frequency of trades.

Note: The Company will disclose details of such inducements upon Client request.

4. **Communication and Notices**

The Company may provide Clients with access to third-party trading recommendations, market information, or other data which:

- Serve as informational resources only and do not constitute investment advice;
- May be subject to distribution restrictions and should not be shared with unauthorized parties;
- Are not guaranteed for accuracy or completeness by the Company.

The Client acknowledges that the Company may use such information for its own trading purposes in advance.

Market commentary is subject to change or removal without prior notice.

PART 4 – CLOSING PROVISIONS

1. Communication

You agree and understand that English is the official language of the Company, and you should primarily refer to the information provided on the Company's official website.

Any translations or localized information are for informational purposes only and do not have legal binding over the Company.

Unless otherwise specified, any communication you send to the Company must:

- Be in English;
- Be in written form;
- Be sent to the contact information provided in Clause 14.1 of this Agreement;
- If sent by post, use registered mail or commercial courier services.

The Company may, at its discretion, determine other communication methods.

The Company may record or monitor electronic communications with clients, including phone calls, emails, and messages, for the purposes of order confirmation and service quality review.

Company records are considered legally valid evidence.

Customer Service Hours: 9:00–22:00 (GMT+8) on business days. The Company may contact you outside of these hours if necessary.

Notifications will be sent to:

- The email address you registered with the Company; or
- The latest postal address you provided to the Company. You are responsible for keeping your contact details up to date.

A notification is deemed delivered:

- If sent via fax: upon receipt of a successful delivery report;
- If sent via post: within 7 business days after dispatch, regardless of whether regular or airmail is used.

2. Charges and Taxes

You agree that:

- The Company earns revenue from spreads (difference between buy and sell prices) regardless of whether you gain or lose;
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- The Company does not discriminate in setting commission structures based on execution venues.

You agree to pay:

- The Company's service fees;
- Applicable taxes (if any), at the rates and timing specified on the Company's website.

Fees are subject to change, and you must regularly review the website for updates.

The Company may share fees with or receive compensation from third parties for transactions carried out on your behalf.

You are responsible for paying:

- Stamp duties on documents required for account opening;
- Any taxes related to your transactions, including transfer tax or VAT.

Deposit/withdrawal fees are subject to change at the Company's discretion. The Company is not responsible for fees imposed by third-party service providers.

3. Force Majeure

The Company shall not be liable for any loss or damage resulting from force majeure events, including but not limited to:

- War, terrorism, emergencies, civil unrest;
- Natural disasters such as earthquakes, storms, floods, pandemics;
- Strikes (excluding those involving Company employees);
- Market suspensions or price limits;
- Bankruptcy of financial institutions or regulatory orders;
- Electronic system failures, cyberattacks.

In case of force majeure:

- The affected party must notify the other party within 3 business days;
- The Company may suspend, close, or freeze your trading positions.

4. Term and Termination

4.1 Immediate Termination

The Company may terminate this Agreement immediately if:

- The Client breaches any terms, such as failure to transfer investment positions;
- The Client lacks legal capacity to transact;
- The Client is deceased, missing, or mentally incapacitated;

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- Termination is ordered by regulatory authorities;
- There is a material breach of agreement;
- Payment obligations are not fulfilled;
- The Client is insolvent or bankrupt;
- No trading or deposit activity has occurred within 6 months;
- A demo account remains inactive for 30 days;
- The Client engages in prohibited trading strategies such as scalping, arbitrage, EA usage, or cross-account hedging;
- More than one account is registered per person.

Accounts falling under these criteria may be closed and related transactions canceled without prior notice.

4.2 Voluntary Termination

Either party may terminate the Agreement by providing written notice.

Outstanding debts or obligations incurred prior to termination shall remain enforceable.

4.3 Company's Rights Post-Termination

Upon termination of the account, the Company may:

- Close open positions;
- Convert currencies;
- Offset outstanding debts using Client funds;
- Deny fund transfers to third parties;
- Cancel transactions and confiscate profits.

If any balance remains, the Company will return it to the Client upon request, subject to deduction of applicable liabilities.

5. Governing Law and Jurisdiction

If disputes cannot be resolved through the complaints process outlined in Clause 14, all disputes shall be referred to arbitration in Seychelles.

This Agreement is governed by the principles of international commercial law.

The Company reserves the right to take any necessary actions to comply with applicable laws and regulations in effect at the time.

PART 5 – DEFINITIONS AND INTERPRETATIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

Access Codes: Username and password assigned to you by the Company for accessing the trading platform or our website, as applicable.

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Access Data: All information related to your login credentials, including access codes, account numbers, and other required data for submitting trade orders through any channel.

Account: A trading account opened in your name on the Company's system for executing transactions in financial instruments as specified in this Agreement.

Applicable Regulations: (a) Relevant market rules; and
(b) Laws, rules, and regulations applicable in any jurisdiction.

Application Form: The registration form completed by you to apply for our services, used for identification, suitability assessment, and client categorization in accordance with applicable laws.

Balance: The total funds in your account after the most recent transaction within a given period.

Base Currency: The first currency listed in a currency pair (e.g., in EUR/USD, EUR is the base currency).

Bonus Terms: The specific conditions set forth in promotional campaigns that must be fulfilled to be eligible for bonuses or incentives, as governed by Section 8 of this Agreement.

CFD (Contract for Difference): A contract that references an underlying asset such as currency (Spot Forex), metals, commodities, futures, options, equities, indices, etc.

Client Agreement: This Agreement between you (the Client) and the Company, including all related documents on the website, such as: (a) Fees and Charges;

(b) Contract Specifications;

(c) General Risk Disclosure.

Client Money Rules: The regulations governing the safeguarding of client funds as issued by regulatory authorities.

Contract Specifications: Details regarding the lot size, spread, swap, margin requirements, etc., of each financial instrument as displayed on the Company's website.

Currency of the Account: The currency you selected when opening the account or subsequently requested to change.

Currency Pair: Consists of two currencies: a base currency and a quote currency.

Debit Card Issuer: Refers to a provider who issues debit cards with whom the Company may facilitate a connection if applicable.

Financial Instrument(s): Includes CFDs, NDFs, and Rolling Spot contracts.

Floating Spread: The dynamic difference between bid and ask prices, influenced by market volatility and liquidity.

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Liquidity Providers: Entities that the Company routes orders through. These may in turn route to other liquidity sources, possibly outside regulated markets.

Leverage: The ratio between the size of a transaction and the required margin, e.g., 200:1 indicates that the margin is 1/200 of the transaction value.

Login Details: The username and password provided by the Company for logging into the trading platform or website.

Margin: The funds required to open or maintain a position, as specified in the contract specifications.

NDFs (Non-Deliverable Forwards): Treated the same as CFDs for purposes of this Agreement.

Nominee: An affiliate appointed to hold client funds on behalf of the Company.

Trading System: Software or platforms used to access real-time market data, analysis tools, and order submission functionalities.

Open Position: A trade that has been executed but not yet closed by an offsetting trade.

Order: Instructions or requests submitted by you to execute transactions in financial instruments.

Overnight Commissions: Fees applied to positions held overnight.

Parties: Refers to you (the Client) and the Company (GOC PRIME LTD).

Pending Order: An order set in advance to be executed when the market price reaches a specified level.

Quote: The pricing information for a financial instrument at a given moment, including bid and ask prices.

Quote Currency: The second currency in a currency pair.

Rolling Spot: Synonymous with CFD for the purposes of this Agreement.

Rules: Laws, regulations, and standards applicable at the relevant time.

Scalping: Very short-term trading (e.g., holding a position for seconds); the Company requires a minimum of 1 minute between opening and closing a position.

Services: Services provided under this Agreement. See details in Section 3.

Slippage: The difference between the expected price and the actual price at which a transaction is executed.

Spread: The difference between the bid (buy) and ask (sell) price of a financial instrument.

Stop Loss: An order to automatically close a position at a pre-set price to limit losses.

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Stop Out: A forced closure of all open positions by the Company when Equity/Balance falls below the required threshold.

Swap Rates: Interest rates applied to overnight positions.

Take Profit: An order to automatically close a position when it reaches a target profit level.

Transaction: Any dealing involving financial instruments.

Underlying Asset: The referenced asset of a derivative, such as currencies, metals, commodities, futures, options, equities, indices, etc.

We / Our / Us: Refers to GOC PRIME LTD and all of its affiliates.

Website: www.gocprime.com or other domains as designated by the Company.

You: The Client who holds an account with the Company.

Your Information: Any data received by the Company from or about you, your account, or your use of the services.