

Terms and Conditions

Pepperstone Markets Kenya Limited

Date: December 2023
Company Number: PVT-PJU7Q8K
Version: 1

Risk Warning: Margin trading products are complex instruments and come with a high risk of losing money rapidly due to leverage. Between 74-89% of retail investor accounts lose money when trading on margin with this provider. You should consider whether you understand how margin trading works and whether you can afford to take the high risk of losing your money.

General

The Pepperstone Platform allows you to trade over the counter derivatives (**OTC-derivatives**) with Pepperstone Markets Kenya Limited (Company No. PVT-PJU7Q8K) (**Pepperstone/us/our**) on compatible devices, over the internet or through an App (**Platform**).

You must be at least 18 years of age to use the Platform to trade with us. These Platform Terms and Conditions (**PTS**) apply to your use of the Platform and with our Client Terms and Conditions (**CTS**) (together the **Agreements**) govern the relationship between you and Pepperstone.

By downloading and/or accessing the Platform, you confirm you have read, understand and agree to be bound by the Agreements. In the event of any inconsistency between the PTS and CTS, the PTS prevails as it relates to your use of the Platform. We will update you, where required, if changes are made to the Agreements.

Your use of the Platform

All rights in the Platform, information, images and data you experience (together **Platform materials**) whilst using the Platform is owned and remains the property of Pepperstone (or its licensors, as applicable) at all times. You are granted a personal, non-exclusive, revocable and non-transferable right to access the Platform on your device to trade OTC-derivatives with Pepperstone (**Purpose**).

You will not, in relation to the Platform materials: (i) copy, rent, sell, lease, sublicense, distribute, assign, publish, display, change or otherwise transfer or encumber rights; (ii) make available to a third party; (iii) use in violation of the Purpose and/or any applicable laws and regulations; (iv) process, send or store prohibited information, infringing or unlawful material, viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (v) circumvent or disable any digital rights management, usage rules, or other security features; or (vi) otherwise attempt to gain unauthorised access to, or disrupt the integrity or performance of such.

You acknowledge and agree that you are not a prohibited or restricted party by any government or located in a region that is the subject of any embargo, sanction or otherwise listed as a terrorist support region.

You should not allow anyone else to use the Platform and/or pretend to be you, on any device, whether through sharing account login details, family sharing or other similar means. If you are or wish to use a Trading Agent, please contact us to ensure the appropriate authority is provided. You are entirely responsible for the use of Platform on your device(s), the security of your device(s) and all login details. You must contact Pepperstone should you lose or have your device(s) or login details compromised or stolen.

We provide you with general data and information obtained from sources believed to be reliable but is not necessarily all-inclusive and is not guaranteed as accurate. We do not provide personal financial advice. You remain solely responsible for evaluating all information and deciding whether and how you use the Platform. Trading can be risky and you must consider and decide for yourself what risk you are willing to take for your situation.

If you receive any claims from a third party that your use or possession of the Platform materials

infringes their rights, please contact us.

We may, at our discretion, suspend or terminate your access with or without notice for any reason, including without limitation, if we are concerned that you are breaching any of the terms of the Agreements, using the Platform materials in an unauthorised, unlawful or fraudulent way or otherwise acting in such a way that would put our operations at risk.

Your Data

Any personal information you provide to us through the Platform will be used to provide you with the Platform, our services and/or in accordance with our [Privacy Policy](#). We may also collect data regarding how you and your device interacts with the Platform, internet, communication networks etc to assist with continual development and improvement of its operation and our services to you. In using the Platform, you agree to the collection and use of such data.

Warranty and Liability

Using the Platform on your device may incur additional data costs imposed by your mobile service provider and will be subject to network connectivity. We do not warrant that the operation of the Platform will be uninterrupted or entirely error-free. Using electronic communication networks and infrastructure is subject to inherent risks, including but not limited to delays, interruptions, and failures. While we strive to provide a reliable and secure Platform, we do not guarantee the continuous availability or reliability of the Platform. You acknowledge and agree that we shall not be liable for any losses, damages, or inconveniences arising from communication failures, including but not limited to trade execution delays, order transmission errors, or inaccurate market data. For example, due to service connectivity issues, there may be delays, errors or failures, with results that include, but are not limited to, an inability for you to place orders, inaccurate information including price and/or quote information or a delay in receipt of information from or to your device. You agree that you will not attempt to hold Pepperstone liable for any damages related to any of the above issues or any other related issues with the use of the Platform.

To the extent permitted at law and except as set out in the CTS, we do not provide any warranties and disclaim all liability to you for any loss or damage you may incur in using the Platform or Platform materials.

You indemnify us for any loss, damage or inconveniences we suffer or incur in connection with your negligence, misrepresentation, fraud, breach of law, regulation or the terms of the Agreements.

This PTS is governed by the laws of Kenya to which you agree and submit to the exclusive jurisdiction of the courts of such place.

Third Parties

Nothing in this PTS seeks to alter or change the terms and conditions you have agreed with and obligations you owe to any device manufacturer, network service provider and/or providers of App stores through which you have obtained any devices, mobile services or downloaded Apps. At all times, you will continue to comply with all terms and conditions applicable to the devices on which you install the Platform.

Support and Maintenance

Except for making this Platform available to users through their respective App stores, Apple and/or Google, are not responsible for the operation, support or maintenance of the Platform itself. Pepperstone, as the Platform developer, remains responsible for the operations, maintenance and support of the Platform. You should contact us with any concerns or issues:

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