

ASTEO LUXEMBOURG S.A.

TERMS OF SERVICE

Effective Date: 1 May 2025 | Version 1.0

⚠ IMPORTANT RISK WARNING — PLEASE READ BEFORE PROCEEDING

Trading Contracts for Difference (CFDs), foreign exchange (forex), and cryptocurrency instruments involves significant risk of loss. Leverage can work against you as well as for you. You may lose more than your initial deposit. These products may not be suitable for all investors. You should not invest money you cannot afford to lose. Please ensure you fully understand the risks involved and seek independent advice if necessary.

Company	ASTEO LUXEMBOURG S.A.
Registered Address	25B Boulevard Royal, L-2449 Luxembourg
CSSF Registration	P00000438
LEI Code	222100L7BX1XCBJHH958
IFR Classification	Class 3 — Small and Non-Interconnected (SNI) Investment Firm
Regulatory Authority	Commission de Surveillance du Secteur Financier (CSSF), Luxembourg
MiFID II Passport	Authorised to provide services in Italy and other EEA member states
Date of Authorisation	20 October 2014

1. Definitions

In these Terms of Service, the following definitions apply:

- "Asteo", "we", "us", "our" means ASTEO LUXEMBOURG S.A., a company registered and authorised in Luxembourg.
- "Client", "you", "your" means any individual or entity that has registered for, or uses, Asteo's services.
- "Platform" means Asteo's web-based, mobile, or API trading platform and all related interfaces.
- "CFD" (Contract for Difference) means a derivative contract where the parties exchange the difference in the value of an underlying asset between the time the contract is opened and closed.
- "Forex" means foreign exchange trading involving currency pairs.
- "Crypto Instrument" means any derivative or direct exposure instrument referencing a cryptocurrency or digital asset offered through the Platform.
- "MiFID II" means Directive 2014/65/EU on markets in financial instruments and its implementing measures.
- "CSSF" means the Commission de Surveillance du Secteur Financier, the Luxembourg financial regulatory authority.

- "Order" means any instruction submitted by a Client to buy, sell, or otherwise trade a financial instrument.
- "Margin" means the funds required to open and maintain leveraged positions on the Platform.

2. Regulatory Information and Authorisation

ASTEIO LUXEMBOURG S.A. is an investment firm authorised and regulated by the CSSF in Luxembourg (Registration No. P00000438, LEI: 222100L7BX1XCBJHH958). Asteo is classified as a Class 3 (SNI) investment firm under the Investment Firms Regulation (IFR) and Directive (IFD).

Asteo is authorised to provide the following investment services and activities:

- Reception and transmission of orders in relation to one or more financial instruments (MiFID II Annex I, Section A, No. 1)
- Execution of orders on behalf of clients (MiFID II Annex I, Section A, No. 2)
- Portfolio management (MiFID II Annex I, Section A, No. 4)
- Investment advice (MiFID II Annex I, Section A, No. 5)

Ancillary services provided include foreign exchange services connected to the provision of investment services, and investment research and financial analysis.

Asteo operates in Italy under EU cross-border passporting rules. Italian clients may obtain information from the Consob register. For queries regarding supervision in Italy, please refer to the Consob website at www.consob.it.

Clients may verify Asteo's authorisation at: <https://supervisedentities.cssf.lu>

3. Scope of Services

Subject to these Terms and applicable law, Asteo provides the following services through its Platform:

3.1 CFD Trading

Asteo offers Contracts for Difference on a range of underlying instruments including equities, indices, commodities, bonds, and exchange-traded funds. CFDs are leveraged derivative products and do not involve ownership of the underlying asset. Clients trade on margin, meaning losses can exceed the initial deposit.

3.2 Foreign Exchange (Forex) Trading

Asteo offers margined foreign exchange trading across major, minor, and exotic currency pairs. Forex trading is conducted on an OTC (over-the-counter) basis. Exchange rates are subject to continuous fluctuation and significant volatility.

3.3 Cryptocurrency Instruments

Asteo offers exposure to cryptocurrency markets through derivative instruments referencing digital assets including but not limited to Bitcoin (BTC), Ethereum (ETH), and other major digital assets. These instruments carry additional risks including extreme price volatility,

regulatory uncertainty, liquidity constraints, and the potential for market suspension. Cryptocurrency instruments are not covered by the Investor Compensation Scheme.

3.4 Investment Advisory and Portfolio Management

Where expressly agreed in writing, Asteo may provide investment advisory services and/or portfolio management. Such services are subject to separate agreements and enhanced suitability assessments.

4. Eligibility and Account Opening

4.1 Eligibility Requirements

To open an account with Asteo, you must:

- Be at least 18 years of age
- Be legally capable of entering into binding contracts in your jurisdiction
- Not be resident in a jurisdiction where accessing our services is restricted or prohibited
- Successfully complete Asteo's KYC (Know Your Customer) and AML (Anti-Money Laundering) verification process
- Provide accurate, complete, and up-to-date information in your application

4.2 Client Categorisation (MiFID II)

Asteo is required to categorise clients under MiFID II. The default categorisation for retail clients affords the highest level of protection. Professional clients and eligible counterparties may be subject to different protections and disclosures. You may request a re-categorisation; however, doing so may reduce the regulatory protections available to you. Full details are provided in Asteo's Client Categorisation Policy.

4.3 Suitability and Appropriateness

For advisory services and portfolio management, Asteo will conduct a suitability assessment to ensure that recommended instruments and strategies are appropriate for your investment objectives, financial situation, and risk tolerance. For non-advised services, Asteo will conduct an appropriateness assessment. If we determine that a product is not appropriate for you, we will warn you. You may choose to proceed at your own risk.

5. Risk Disclosures

⚠ CFD & Leverage Risk

CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. A significant percentage of retail investor accounts lose money when trading CFDs. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.

⚠ Forex Risk

Foreign exchange markets can be highly volatile. Currency values can fluctuate rapidly due to macroeconomic factors, geopolitical events, and market sentiment. Margined forex trading can result in losses that exceed your deposited funds.

⚠ Cryptocurrency Risk

Cryptocurrency markets are highly speculative, extremely volatile, and subject to limited regulatory oversight. Crypto prices can decline to near zero. Regulatory changes in any jurisdiction may adversely affect the value or legality of cryptocurrency instruments. Past performance is not indicative of future results.

Additional risk disclosures are available in Asteo's Key Information Documents (KIDs) for each product category, provided prior to trading.

6. Order Execution Policy

Asteo operates an Order Execution Policy in accordance with MiFID II Article 27, aimed at achieving the best possible result for clients on a consistent basis when executing orders. Key principles include:

- Best execution is assessed across multiple factors: price, costs, speed, likelihood of execution, and order size
- Asteo may act as principal or agent depending on the instrument and execution venue
- Specific client instructions will take precedence over Asteo's standard execution arrangements
- Asteo reviews its execution arrangements at least annually and upon material changes

A copy of Asteo's full Order Execution Policy is available on our website and provided to clients prior to account opening. By placing orders, you consent to Asteo's Order Execution Policy.

7. Margin, Leverage and Margin Calls

7.1 Margin Requirements

To open and maintain leveraged positions, you must maintain sufficient margin in your account. Asteo publishes margin requirements per instrument on the Platform. Margin requirements are subject to change and may be increased at Asteo's discretion, particularly in periods of heightened market volatility.

7.2 Margin Call Procedure

If your account equity falls below the required margin level, Asteo will issue a margin call requiring you to deposit additional funds. Asteo will use reasonable efforts to notify you via email, SMS, or in-platform alert, but is not obligated to provide advance notice before taking protective action.

7.3 Stop-Out and Close-Out

If your margin level falls below Asteo's stop-out threshold, Asteo is entitled to close all or part of your open positions without prior notice in order to protect against further losses. Asteo is not liable for any losses incurred as a result of such close-out actions.

7.4 Negative Balance Protection

For retail clients, Asteo provides negative balance protection as required under ESMA guidelines and applicable national implementation measures. Your total losses on any individual account will not exceed your account balance, excluding any applicable fees.

8. Deposits, Withdrawals and Client Money

8.1 Client Money Segregation

Client funds are held in segregated accounts with authorised credit institutions, separate from Asteo's own funds, in accordance with MiFID II client asset protection requirements and CSSF circular 12/546 on client assets protection. Segregation of client funds does not guarantee against the insolvency of the custodian bank.

8.2 Deposits

Deposits must be made from bank accounts or payment instruments held in the Client's own name. Asteo reserves the right to reject deposits from third-party sources. Minimum deposit requirements are published on the Platform and subject to change.

8.3 Withdrawals

Withdrawal requests will be processed to the original deposit method within the timeframes disclosed on the Platform. Asteo may place holds on withdrawal requests pending completion of enhanced due diligence, regulatory investigations, or fraud reviews. Withdrawals are subject to AML verification requirements.

8.4 Investor Compensation Scheme

Asteo clients may be covered by the Luxembourg Investor Compensation Scheme (Système d'indemnisation des investisseurs, SIIL) up to EUR 20,000 in the event of Asteo's inability to meet its obligations. This coverage applies to investment claims only. Cryptocurrency instruments may be excluded from compensation coverage. Full details are available at www.cssf.lu.

9. Fees, Charges and Costs

Asteo charges the following types of fees, which are disclosed in full in the Schedule of Fees and our PRIIPs Key Information Documents (KIDs):

- Spreads: The difference between buy and sell prices, which constitutes Asteo's primary source of remuneration
- Overnight Financing (Swap): Charges applied to leveraged positions held overnight, reflecting financing costs
- Currency Conversion Fee: Applied when account currency differs from the instrument's denomination currency
- Inactivity Fee: Applied to dormant accounts after 12 consecutive months of no trading activity
- Withdrawal Fee: Certain payment methods may attract a withdrawal processing charge

All fees are inclusive of applicable taxes. By trading, you acknowledge and accept the applicable fee schedule. Asteo will give 30 days' notice of material fee changes.

10. Platform Use, Prohibited Activities and Intellectual Property

10.1 Permitted Use

Access to the Platform is granted solely for lawful personal or business trading purposes consistent with these Terms. You agree not to:

- Use automated scripts, bots, or algorithmic trading systems that exploit latency or system weaknesses without prior written consent
- Engage in market manipulation, wash trading, or any form of abusive trading strategy
- Share login credentials with third parties
- Use the Platform in any jurisdiction where it is prohibited
- Attempt to reverse-engineer, decompile, or circumvent Platform security measures

10.2 Intellectual Property

All content, software, data feeds, and materials on the Platform are the intellectual property of Asteo or its licensors. No part of the Platform may be reproduced, distributed, or commercially exploited without prior written consent.

11. Conflicts of Interest

Asteo has implemented a Conflicts of Interest Policy in accordance with MiFID II Article 23. Where conflicts cannot be fully mitigated by organisational arrangements or information barriers, Asteo will disclose the nature and source of the conflict to affected clients before proceeding. Asteo does not accept inducements that would impair its duty to act in the client's best interest, except for minor non-monetary benefits as permitted by MiFID II. A summary of Asteo's Conflicts of Interest Policy is available on the website.

12. Anti-Money Laundering and Sanctions Compliance

Asteo is subject to and complies with all applicable AML/CFT legislation, including EU Directive (EU) 2018/843 (5AMLD) and subsequent amendments. Asteo will:

- Conduct thorough KYC verification for all clients and beneficial owners

- Monitor transactions on an ongoing basis for suspicious activity
- Report suspicious transactions to the Financial Intelligence Unit (CRF) as required
- Screen clients against applicable sanctions lists (EU, UN, OFAC) and decline services to sanctioned persons

Clients are required to provide accurate information and must notify Asteo immediately of any changes to their circumstances that may be relevant to AML compliance. Asteo reserves the right to freeze accounts or terminate services where AML concerns arise.

13. Termination and Suspension

13.1 Termination by Client

You may close your account at any time by providing written notice to Asteo, subject to the closure of all open positions, repayment of any amounts owed, and completion of applicable AML and regulatory checks.

13.2 Termination or Suspension by Asteo

Asteo may immediately suspend or terminate your account, with or without notice, in the following circumstances:

- Breach of these Terms of Service or any applicable law
- Failure to meet margin requirements
- Suspected fraud, market abuse, or AML-related concerns
- Regulatory requirement or instruction from a competent authority
- Provision of false or misleading information

Upon termination, Asteo will return any outstanding client funds in accordance with applicable law, after deducting any amounts owed to Asteo.

14. Limitation of Liability

To the maximum extent permitted by applicable law:

- Asteo shall not be liable for any indirect, consequential, special, incidental, or punitive damages arising from your use of the Platform or services, including losses arising from market volatility, system outages, or force majeure events
- Asteo's total liability to you in connection with any claim shall not exceed the total fees paid by you to Asteo in the three months preceding the claim
- Asteo does not guarantee the continuous, uninterrupted availability of the Platform and shall not be liable for losses arising from Platform downtime

Nothing in these Terms excludes liability for fraud, wilful misconduct, death or personal injury caused by negligence, or any liability that cannot be excluded under applicable law.

15. Complaints Procedure

Asteo is committed to resolving client complaints fairly and promptly. If you have a complaint:

- Submit your complaint in writing to complaints@asteo.eu or by post to our registered address
- We will acknowledge your complaint within 5 business days
- We aim to provide a final response within 8 weeks

If you are not satisfied with Asteo's response, you may refer your complaint to:

Luxembourg (CSSF)	Commission de Surveillance du Secteur Financier — www.cssf.lu/en/complaints
Italy (Arbitro)	Arbitro per le Controversie Finanziarie (ACF) — www.acf.consob.it
EU ODR Platform	https://ec.europa.eu/consumers/odr

16. Governing Law and Jurisdiction

These Terms of Service are governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Luxembourg City, without prejudice to any mandatory consumer protection rights you may have in your country of residence.

Where applicable, Italian clients may also benefit from mandatory protections under Italian consumer law and may bring claims before Italian courts or the ACF as set out in Section 15.

17. Amendments to These Terms

Asteo reserves the right to amend these Terms at any time. Material changes will be notified to you by email and/or in-platform notification at least 30 days before taking effect. Your continued use of the Platform after the effective date of changes constitutes acceptance of the updated Terms. If you do not agree to the amended Terms, you may close your account without penalty before the effective date.

18. Miscellaneous

- Entire Agreement: These Terms, together with Asteo's Privacy Policy, Order Execution Policy, Conflicts of Interest Policy, and any specific product agreements, constitute the entire agreement between you and Asteo.
- Severability: If any provision is found to be unenforceable, the remaining provisions shall continue in full force.
- Waiver: Asteo's failure to enforce any provision shall not constitute a waiver of that provision.
- Language: These Terms are available in English. Where translations are provided, the English version shall prevail in the event of any inconsistency.
- Force Majeure: Asteo shall not be liable for failures caused by events outside its reasonable control, including system failures, network outages, government actions, natural disasters, or market closure.

19. Contact Information

Registered Office	ASTEIO LUXEMBOURG S.A. 25B Boulevard Royal, L-2449 Luxembourg
CSSF Registration	P00000438
General Enquiries	info@asteio.eu
Compliance & Legal	compliance@asteio.eu
Complaints	complaints@asteio.eu
Website	www.asteio.eu
Regulator (CSSF)	www.cssf.lu
Italy Regulator (Consob)	www.consob.it

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