TERMS AND CONDITIONS
Orinoco (Pty) Ltd
(FSP Number: 51913)

Approved By Key Individual
Last update: 06.10.2026

Company Name
Orinoco (Pty) Ltd
Physical Address
Workshop 17, Hyde Park Corner
Office 219 & 221 2nd Floor
North Tower, 6th Road
Hyde Park, Johannesburg
2196
License Number
51913
Website
https://finorinoco.com/

1. INTRODUCTION

1.1. Orinoco Capital (Pty) Ltd (hereinafter, the "Company" or the "FSP" or "we"/"our"/"us") is incorporated under the laws of South Africa with company registration number 2021/704761/07. The Company is authorised to operate as a Financial Service Provider

(FSP) by the Financial Sector Conduct Authority (FSCA) in South Africa under license number 51913.

1.2. These Terms and Conditions exclusively cover the website and all its related sub-domains or applications (if any) that are registered and operated by Orinoco Capital (Pty) Ltd and provide an overview of the terms governing the Company's intermediary services and set out the rights and obligations that the Company will apply to you for the purpose of the applicable financial sector legislation.

1.3. Transparency and the protection of your interests are important to us, and we are committed to providing services in full compliance with the FAIS Act and FICA. By submitting your details, registering an account, and/or using our website, you accept the terms and conditions of this Agreement and consent to the specific intermediary role performed by the FSP. The Company may revise or update these Terms from time to time. The new version of these Terms will be available on the Company's website.

1.4. Relationship Disclosure: The Company acts as a financial intermediary and maintains a strategic relationship with Octa Markets Incorporated ("the Execution Venue"). By proceeding to open an account with Orinoco Capital, you acknowledge and agree that you are opening a trading account with Octa Markets Incorporated. While Orinoco Capital facilitates onboarding, fund management, and support, the actual execution of trades and the provision of the trading platform are handled by Octa Markets.

IMPORTANT: These Terms and Conditions are a legally binding agreement between you and the FSP. Please ensure you read and understand them thoroughly before proceeding. If you have questions, please reach out to legal@finorinoco.com.

Product Supplier Details

The Company acts as a financial services intermediary services, meaning it helps clients open trading accounts through an online platform, and offers customer support, but does not execute trades. The Company does not act as a market maker, product issuer, or provider of the underlying instruments and operates solely in an intermediary capacity between the client and Octa Markets Incorporated, a company incorporated in Saint Lucia under registration number 2023-00092 (herein referred to as the "Execution Venue").

The Company does not act as the Execution Venue for client trades and does not assume the role of principal or counterparty to any client trades. The Company does not provide discretionary portfolio management, investment advice, or execute trades on behalf of clients.

Name
Octa Markets Incorporated
Physical Address
Ground Floor, Rodney Court
Building
Gros-Islet
Saint Lucia
Business Address
Parcel 132/1, Block 2938B
Road Town, VG1110
Wickham's Cay ii, Tortola
British Virgin Islands

Business Registration Number
2023-00092
Email
support@octatrade.co

Website
https://www.octatrade.co/

2. ACCEPTANCE

2.1. By accessing the website located at https://finorinoco.com/ ("the Website"), registering a profile, or utilising any of our intermediary services, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy, Risk Disclosure Policy, and Conflict of Interest Policy and all relevant policies published on Website.

2.2. The Company acts exclusively as a financial intermediary. We facilitate access to financial markets by providing client onboarding, fund management, and support services. We do not act as the principal, market maker, or execution venue for your trades. All trading transactions are executed through Octa Markets Incorporated ("the Execution Venue").

3. DEFINITIONS AND INTERPRETATION

3.1. In these Terms, unless the context requires otherwise:

- **"Account"** means the unique personalized account registered by the Client with Orinoco to access the Services.
- **"Applicable Law"** means the Financial Advisory and Intermediary Services Act 37 of 2002 ("FAIS"), the Financial Intelligence Centre Act 38 of 2001 ("FICA"), the Protection of Personal Information Act 4 of 2013 ("POPIA"), and any other relevant South African legislation.
- **"Client"** or **"You"** means any natural or legal person who accesses the Website, registers an Account, or utilizes the Services of the Company.
- **"Client Funds"** means money deposited by the Client into the Company's Segregated Bank Account for the purpose of trading.
- **"Execution Venue"** means **Octa Markets Incorporated**, a company registered in Saint Vincent and the Grenadines (Reg. 19776 IBC 2011) or Saint Lucia (Reg. 2023-00092), which acts as the counterparty to all CFD transactions and operates the trading platform.
- **"Financial Products"** refers to Derivative Instruments, specifically Contracts for Difference (CFDs), as defined under the FAIS Act Category 1.13.
- **"Intermediary Services"** means the acts performed by Orinoco as an intermediate between the Client and the Execution Venue, including KYC processing, management of funds, and customer support.
- **"Website Content"** means all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code contained on the Website.
- **"Service Provider"** means third-party entities engaged by Orinoco.

4. REGULATORY STATUS AND SCOPE OF LICENSE

4.1. FSP License: The Company is licensed as a Category I Financial Services Provider (FSP 51913) authorized to render Intermediary Services in respect of Derivative Instruments.

4.2. You explicitly acknowledge and agree that Orinoco Capital acts solely as a financial intermediary. We facilitate your access to the financial markets by handling administrative functions. We do not:

- Act as the principal or market maker for your trades.
- Determine market prices or spreads.
- Execute orders on our own books. All trading transactions are executed through the Execution Venue (Octa Markets), which acts as the principal to your trades.

4.3. The content on this Website is intended to serve as general information and not as an exhaustive treatment of the subjects. Nothing contained on the Website, including market commentary, research, or news, constitutes financial, legal, tax, or investment advice. The Company does not provide personal recommendations regarding the suitability of any financial product for your specific needs. If you require advice, you must consult an independent financial advisor.

4.4. **Scope of Intermediary Services**. In its capacity as a Category I Financial Services Provider, Company renders intermediary services only and does not provide advice. The intermediary services rendered by Company include, without limitation:

(a) client onboarding and customer due diligence, including KYC and AML verification;

(b) facilitation of account opening with the Execution Venue;

(c) acceptance, holding, and transfer of Client Funds in accordance with Applicable Law;

(d) transmission of client instructions and information to the Execution Venue;

(e) provision of administrative support, client communications, and complaint handling; and

(f) ongoing client servicing and regulatory compliance support.

Company does not provide discretionary management, investment advice, or execution services.

5. ACCESS AND USE OF THE WEBSITE

5.1. Unless indicated in writing by the Company, nothing on this Website shall constitute a binding offer for the sale of any financial product or service. The Website content is an invitation to do business.

5.2. If you wish to use the information displayed on the Website to purchase any service or open a trading account, your request to do so (by submitting a registration form) shall be regarded as an offer by you to do business with the Company.

5.3. The Company reserves the right to accept or reject your offer at its sole discretion. A binding agreement is only concluded when the Company confirms the activation of your Account following the successful completion of all compliance checks.

5.4. The Company grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website strictly in accordance with these Terms.

5.5. By using the Website, you consent to receiving electronic communications from us. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

6. ACCOUNT REGISTRATION AND SECURITY

6.1. To access the Services, you must register an Account by providing complete and accurate information. You warrant that all information provided is true and current.

6.2. Security Credentials:

- You are entirely responsible for maintaining the confidentiality of your Account information, including your password and username.
- You are responsible for any and all activity that occurs under your Account as a result of your failing to keep this information secure and confidential.
- You agree to notify the Company immediately of any unauthorized use of your Account or password, or any other breach of security.

6.3. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with these security obligations. You may be held liable for losses incurred by the Company or any other user of or visitor to the Website due to someone else using your password or Account as a result of your failing to keep your account information secure.

7. CLIENT IDENTIFICATION AND FICA COMPLIANCE

7.1. As an Accountable Institution under FICA, the Company is legally obligated to verify the identity of all Clients before establishing a business relationship.

7.2. You agree to cooperate fully with our onboarding process. We utilise automated third-party identity verification systems to screen and verify Client information.

7.3. You may be required to submit documentation including, but not limited to:

- Valid Identity Document or Passport.
- Proof of residential address.
- Bank account confirmation.
- Biometric verification.

7.4. The Company reserves the right to suspend or terminate your Account and withhold any funds if:

- You fail to provide the requested documentation.
- The documentation provided is deemed fraudulent or insufficient.
- Your name appears on any Sanctions or Anti-Money Laundering (AML) watchlists.

8. CLIENT FUNDS AND PAYMENTS

8.1. Segregated Accounts:

- The Company accepts Client funds in strict accordance with the FAIS Act.
- All funds deposited by you are held in Segregated Bank Accounts with registered South African banks. These funds are kept separate from the Company's own operational funds and are protected against the Company's creditors.

8.2. You acknowledge and agree that no interest will be paid to you on funds held in these Segregated Accounts. Any interest earned on such funds may be retained by the Company to offset banking and administrative costs.

8.3. Payment Methods:

- We utilize authorized payment gateways to facilitate deposits and withdrawals.
- The Company does not accept third-party payments. All deposits must originate from a bank account or payment method registered in your own name.

8.4. Withdrawals:

- Withdrawals will only be processed to a bank account held in the Client's name.
- The Company reserves the right to request additional information (such as bank statements) before processing a withdrawal to ensure compliance with AML regulations.
- While we endeavor to process withdrawals promptly, we are not liable for delays caused by the banking system or payment service providers.

9. SERVICES AND EXECUTION VENUE

9.1. You acknowledge that Orinoco Capital does not execute your trades. By opening an Account, you are entering into a separate Customer Agreement with the Execution Venue (Octa Markets).

9.2. Your trading activities, including order execution policies, margin requirements, leverage settings, and stop-out levels, are governed exclusively by the terms and conditions of the Execution Venue.

9.3. The trading platform is provided by the Execution Venue or its licensors. Orinoco Capital does not guarantee the continuous availability or performance of the trading platform and shall not be liable for any trading losses resulting from technical failures, latency, or connectivity issues.

10. FEES AND CHARGES

10.1. All applicable fees, including spreads, swaps, and commissions, are displayed on the trading platform or the Website. It is your responsibility to review these costs before trading.

10.2. The Company is remunerated for its Intermediary Services. This may include a fee paid by the Execution Venue or a portion of the trading costs. Our remuneration model is designed to avoid conflicts of interest; we do not profit from your trading losses.

10.3. You are responsible for any bank charges, transfer fees, or currency conversion costs incurred when depositing or withdrawing funds.

11. RISK DISCLOSURE

11.1. in Derivative Instruments (such as CFDs) carries a high level of risk and may not be suitable for all investors. The use of leverage can work against you as well as for you.

11.2. You acknowledge that there is a possibility that you may sustain a loss of some or all of your initial investment. You should not invest money that you cannot afford to lose.

11.3. Past performance of any financial instrument is not necessarily indicative of future performance.

11.4. By using our Services, you confirm that you have read and understood our full **Risk Disclosure Policy**, available on the Website.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by South African and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

12.2. The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company.

13. LIMITATION OF LIABILITY

13.1. To the fullest extent permitted by law, the Website and Services are provided on an "as is" and "as available" basis. The Company makes no representations or warranties of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information on the Website.

13.2. In no event will the Company, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Website or Services, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

13.3. The Company shall specifically not be liable for:

- Any trading losses incurred by the Client.
- Any act, omission, or insolvency of the Execution Venue.
- Any failure of communication systems, power failures, or internet connection failures.

14. INDEMNITY

14.1. You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- Your violation of these Terms.
- Your use of the Website or Services.
- Any information or material you submit or transmit through the Website.
- Your violation of any rights of a third party or Applicable Law.

15. PRIVACY AND DATA PROTECTION

15.1. The Company is committed to protecting your privacy in accordance with POPIA.

15.2. By using the Website, you consent to the processing of your personal information as described in our **Privacy Policy** and **POPIA Manual**.

15.3. You explicitly consent to the transfer of your personal data to third-party service providers and the Execution Venue, who may be located in jurisdictions outside of South Africa, for the purposes of facilitating your trading account and verifying your identity.

16. DISPUTE RESOLUTION AND COMPLAINTS

16.1. If you have a complaint regarding our Intermediary Services, please submit it in writing to our Complaints Officer at **compliance@finorinoco.com**. We will acknowledge receipt and attempt to resolve the matter in accordance with our **Complaints Management Policy**.

16.2. If a complaint regarding our financial services is not resolved to your satisfaction within six (6) weeks, you have the right to refer the matter to the FAIS Ombud:

- Website: www.faisombud.co.za
- Email: info@faisombud.co.za

16.3. These Terms are governed by the laws of the Republic of South Africa. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the High Court of South Africa (Durban Local Division).

17. GENERAL PROVISIONS

17.1. The Company reserves the right to amend these Terms at any time. All changes are effective immediately when we post them on the Website. Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes.

17.2. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

17.3. No waiver by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

17.4. These Terms, together with our Privacy Policy, Risk Disclosure Policy, and Conflict of Interest Policy, constitute the sole and entire agreement between you and Orinoco Capital (Pty) Ltd regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

CONTACT INFORMATION

This Website is operated by Orinoco Capital (Pty) Ltd.

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to:

- Email: compliance@finorinoco.com
- Registered Address: WORKSHOP17 HYDEPARK CORNER OFFICE 219 AND 221, 2ND FLOOR NORTH TOWER, 6TH RD HYDE PARK, JOHANNESBURG GAUTENG, 2196