



The website is owned and operated by a Company Group which includes Trade Principal LTD SVG(Operating under the Trading name Trade Principal)with registration number 24658 with registered address at Suite 305 Griffith Corporate Centre, Beachmont, Kingstown, Saint Vincent and the Grenadines and Zeni Managment LTD a company registered under the laws of Scotland (Providing Clearing Payment Services, answers claims and responsible for activity of partners) with registration number 557198 with address at 101 Rose Street South Lane, Edinburgh, Scotland EH2

TERMS AND CONDITIONS

About us

The trading name Billions Trade, its logo, trademark and website www.tradeprincipal.com belong to Zeni Management Limited (referred as the “**Company**”), is incorporated under the laws of St. Vincent and the Grenadines. The Company is incorporated as an International Business Company under the Amendment and Consolidation Act, Chapter 149 of the Revised Laws of St. Vincent and the Grenadines, 2009.

The Objects of the Company are all subject matters not forbidden by the Amendment and Consolidation Act, Chapter 149 of the Revised Laws of St. Vincent and the Grenadines 2009, including but not limited to exclusively commercial, financial, lending, borrowing, trading, servicing, and the participation in other enterprises as well as to provide brokerage and managed account services in currencies, commodities, index, CFDs and leveraged financial instruments.

Unless stated otherwise, all terms included in our Complaints & Dispute Procedures shall have the meaning given to them herein. Where the context requires, words importing singular shall include plural and vice versa. Words importing masculine shall include feminine and viceversa.

Accessing and using of our Online Trading Services constitutes your acceptance of our Terms and Conditions and any other statements and policies. If have you any objections to any of these terms and conditions or any part thereof, and/or if you do not agree to be bound by these terms and conditions, or any part thereof, do not access and/or use our Online Trading Services in anyway and inform us in writing to terminate account if you have opened and account with us. If there is conflict or discrepancy between Terms and Conditions and other documents in regard to specific terms of access and/or use of your Trading Account or our Online Trading Facility/Services, the latter shall have precedence.

Trading on any financial market involves a significant level of risk. Please refer to our Risk Disclosure for further information. The contents of our Online Trading Services are neither a solicitation, nor an offer to enter into any transactions on the financial market(s).

We reserve the right to amend, alter, or modify the provisions of these Terms and Conditions at any time deemed suitable or necessary, in accordance with the Terms hereof. You will be notified of such changes through our Online Trading Services of such changes or contact you directly. Such notification shall be deemed as enough notice and it is your duty to consult and/or to check regularly this Agreement for amendments or changes. Your continued use of our Online Trading Services after the publication or notification of any changes shall be considered as your agreement to the modified Terms and Conditions.

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These are the entire terms and conditions that apply to access and/or use of any of the website(s), Electronic Trading Platforms, Software and/or Services that are provided by Trade Principal. Trade Principal's brokerage services are provided by Zeni Management Group which includes Zeni Management LTD (SVC) with registration number 23872 with address at Cedar Hill Crest Villa, Kingstown, Saint Vincent and the Grenadines and ZENI MANAGEMENT LTD (Scotland) with registration number 557198 with address at 101 Rose Street South Lane, Edinburgh, Scotland EH23JG (Operating under the Trading name Trade Principal). All access and/or use of our Online Trading Facility is subject to these terms and conditions (hereafter referred to as these "Terms and Conditions" and/of this "Agreement" in accordance with the terms hereof. ZENI MANAGEMENT LTD (Scotland) Provides Clearing Payment Services, answers claims and is responsible for activity of its partners. Please read these Terms and conditions completely and carefully before accessing and/or using our Online Trading Facility. You must read, agree with and accept all of the terms and conditions contained in this Agreement without modifications, which include those Terms and Conditions expressly set out below, and those incorporated herein by reference, before you may become a client of Trade Principal. Subject to the acceptance of terms and conditions of Customer's application to open an Account with ZENI MANAGEMENT GROUP, Customer hereby authorizes ZENI MANAGEMENT GROUP to maintain one or more Accounts in Customer's name and engage in FX transactions for Customer's Account in accordance with oral, written or electronic instructions by Customer and its officers, partners, principals, employees or other agents ("Representatives"). Customer will bear the risk of all unauthorized instructions by its Representatives and will indemnify and hold ZENI MANAGEMENT GROUP harmless from all claims, liabilities, losses, damages, fees, costs and expenses relating to or arising from ZENI MANAGEMENT GROUP's reliance on such instructions, including any improper, unauthorized or fraudulent instructions by the Representatives, except in cases of gross negligence or willful misconduct by ZENI MANAGEMENT GROUP. Unless expressly stated otherwise in writing, all transactions entered into between ZENI MANAGEMENT GROUP and Customer shall be governed by the terms of this Agreement, as amended from time to time (including, without limitation, ZENI MANAGEMENT GROUP's Risk Disclosures and Trading Policies and Procedures). ACCOUNTS 1. ACCOUNT APPROVALS AND MAINTENANCE. ZENI MANAGEMENT GROUP may reject Customer's application or close Customer's Account for any reason, at ZENI MANAGEMENT GROUP's sole and absolute discretion. ZENI MANAGEMENT GROUP may require Customer to provide ZENI MANAGEMENT GROUP with additional information or documentation in order for ZENI MANAGEMENT GROUP to continue carrying Customer's Account. Customer acknowledges that ZENI MANAGEMENT GROUP may, at any time in its sole and absolute discretion, restrict trading, disbursements or transfers. ZENI MANAGEMENT GROUP may amend, change, revise, add or modify the Agreement at any time. The most current Agreement will be posted to ZENI MANAGEMENT GROUP's Web site <http://www.tradeprincipal.com>. Customer understands that this Agreement cannot be modified by any verbal statements or written amendments that Customer seeks to make to the Agreement without written acceptance from the General Counsel of ZENI MANAGEMENT GROUP.

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JOINT ACCOUNT OWNERS.

If this Account is held by more than one (1) person, all of the joint holders agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Account is held in trust, joint ownership, or partnership, the undersigned hereby agrees to indemnify, defend and hold harmless ZENI MANAGMENT GROUP for any losses resulting from breach of any fiduciary duty of the undersigned to the other holders and beneficiaries of this Account. Further, any one or more of the joint owners shall have full authority for the Account and risk of the Account owners, to buy, sell, and trade in transactions of foreign currencies or off-exchange options, to deposit with and withdraw from ZENI MANAGMENT GROUP, currencies, securities, negotiable instruments, and other property, including withdrawals to or for the individual use or Account of the party directing the sale or of any other party, to receive and acquiesce in the correctness of notices, confirmations, requests, demands and all other forms of communications, and to settle, compromise, adjust, and give releases with respect to any and all claims, demands, disputes, and controversies. Upon death or legal incapacity of any of the undersigned, ZENI MANAGMENT GROUP is authorized to take such action in regard to the Account, as ZENI MANAGMENT GROUP may deem advisable to protect itself against any liability, penalty or loss. Customer agrees to notify ZENI MANAGMENT GROUP immediately upon the death or legal incapacity of any joint owner. ZENI MANAGMENT GROUP may terminate this Agreement by written notice to any one of the joint owners. In the event that ZENI MANAGMENT GROUP receives a notice of a dispute between or conflicting instructions from joint account holders, ZENI MANAGMENT GROUP may, but is not required to, place restrictions on the account, including restrictions on withdrawals or transfers from an account, until ZENI MANAGMENT GROUP receives satisfactory documentations that the dispute has been resolved or all joint account holders give ZENI MANAGMENT GROUP instructions. MARGINS AND DEPOSIT REQUIREMENTS. Customer shall provide and maintain margin in such amounts and in such forms as ZENI MANAGMENT GROUP, in its sole discretion, may require. Customer agrees to deposit by immediate wire transfer such additional margin when and as required by ZENI MANAGMENT GROUP, and will immediately meet all Margin Calls in such mode of transmission as ZENI MANAGMENT GROUP shall, in its sole discretion, designate. ZENI MANAGMENT GROUP may change margin requirements at any time without prior notice. ZENI MANAGMENT GROUP retains the right to limit the amount and/or total number of open positions that Customer may acquire or maintain at ZENI MANAGMENT GROUP. ZENI MANAGMENT GROUP reserves the right to close any Customer positions at any time that it deems necessary. ZENI MANAGMENT GROUP shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions including but not limited to loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities. For example, in volatile market conditions a margin call may be delayed resulting in the possibility of a negative usable margin; a margin call may occur even if positions are hedged, in the jurisdictions where hedging is permitted by law, due to currency conversion rate volatility or daily interest charges or credits.

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ROLLOVERS.

ZENI MANAGMENT GROUP may, in its sole discretion and without notice to Customer, offset Customer's open positions, roll over Customer's open positions into the next settlement time period, or make or receive delivery on behalf of Customer upon any terms and by any methods deemed reasonable by ZENI MANAGMENT GROUP, in its sole discretion. Terms and/or methods for delivering, offsetting, or rolling over Customer's open positions may differ on a customer-by-customer basis, at ZENI MANAGMENT GROUP's sole discretion. OTHER FEES Zeni Management reserves the right to charge a 10% monthly inactivity fee off the balance of the account if the account has a period of inactivity of 3 months or more, this fee will be subtracted from the balance of the account.

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LIQUIDATION OF ACCOUNTS.

In the event of: (a) death or judicial declaration of incompetence of Customer or, in the case of a legal entity, its dissolution or liquidation; (b) filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) filing of an attachment against any of Customer's Accounts carried by ZENI MANAGMENT GROUP; (d) insufficient margin, or ZENI MANAGMENT GROUP's determination that any collateral deposited to protect one or more Accounts of Customer is inadequate, regardless of current market quotations, to secure the Account; (e) Customer's failure to provide ZENI MANAGMENT GROUP any information requested pursuant to this Agreement; or (f) any other circumstances or developments that ZENI MANAGMENT GROUP deems appropriate for its protection, and in ZENI MANAGMENT GROUP's sole discretion, it may take one or more, or any portion of, the following actions: (1) sell any or purchase any or all FX contracts, securities or other property held or carried for Customer; and (2) cancel any or all outstanding orders or contracts, or any other commitments made with Customer. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal or appointed representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Customer's or held jointly with others.

DISCLOSURE OF FINANCIAL INFORMATION.

Customer represents and warrants that the financial information disclosed to ZENI MANAGMENT GROUP in the Application is an accurate representation of the Customer's current financial condition. Customer represents and warrants that in determining Customer's Net Worth, Gross Income, Total Assets and Liabilities were carefully calculated. Customer represents and warrants that in determining the value of Total Assets, the Customer included cash and/or cash equivalents, Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable Assets. Customer represents and warrants that

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in determining the value of Liabilities, Customer included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence) and other debts. Customer represents and warrants that Customer has very carefully considered the portion of Customer's Total Assets which Customer considers to be Risk Capital. Customer recognizes that Risk Capital is the amount of money Customer is willing to put at risk and if lost would not, in any way, change Customer's lifestyle. Customer agrees to immediately inform ZENI MANAGMENT GROUP if the Customer's financial condition changes in such a way as to reduce Customer's Net Worth and/or Risk Capital.

DEPOSITS AND WITHDRAWALS.

ZENI MANAGMENT GROUP shall neither receive nor disburse Customer's funds in cash currency or cash equivalents. All transactions between Customer and ZENI MANAGMENT GROUP shall be performed by wire, Automatic Clearing House ("ACH"), Credit card such as Visa or Mastercard or other method in which the identities of both the sending and receiving parties can be verified by ZENI MANAGMENT GROUP and which ZENI MANAGMENT GROUP, in its sole discretion, shall deem appropriate. ZENI MANAGMENT GROUP shall perform deposit/withdrawal transactions only between Customer's ZENI MANAGMENT GROUP Account and another Account which is held in Customer's name or of which Customer clearly demonstrates ownership to ZENI MANAGMENT GROUP. In order to prevent money laundering, fraud, and other unauthorized activity, ZENI MANAGMENT GROUP may limit Customer's withdrawal options. Withdrawal of funds can only be made to the same Credit Card with which the initial deposit or any of the deposits was made by the customer, or by the same method the customer used in order to deposit funds to his accounts. If the customer makes a deposit to his trading account, then the withdrawals will only be made by bank transfer or i-accounts. Withdrawals take 2-5 business days to process, consider that it can take up to 10 business days to show in you bank statement and in some cases can take longer depending on the institutions you are banking with. Your withdrawal can be made effective as long as your extensions of equity allow it.

ZENI MANAGMENT GROUP'S RESPONSIBILITIES.

ZENI MANAGMENT GROUP will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond ZENI MANAGMENT GROUP's control or anticipation. ZENI MANAGMENT GROUP shall not be liable for losses arising from the default of any agent or any other party used by ZENI MANAGMENT GROUP under this agreement.

CURRENCY FLUCTUATION RISK

If Customer directs ZENI MANAGMENT GROUP to enter into any foreign exchange FX transaction: (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for Customer's Account and risk; (b) all initial and subsequent deposits for margin purposes shall be made in USD, or another currency which ZENI MANAGMENT GROUP may choose to accept, in such amounts as ZENI MANAGMENT

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GROUP may in its sole discretion require, with subsequent deposits being in the same currency as the initial deposit; and (c) ZENI MANAGEMENT GROUP is authorized to convert funds in Customer's Account for margin into and from such foreign currency at a rate of exchange determined by ZENI MANAGEMENT GROUP in its sole discretion on the basis of then prevailing money market rates. CROSS TRADE CONSENT Customer hereby acknowledges and agrees that ZENI MANAGEMENT GROUP may act as the counter-party to Customer for any trade entered for the undersigned's Account. The undersigned hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules or Regulations of any bank, institution, exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable Regulations of the Financial Services Commission of British Virgin Islands or other regulatory agency.

GENERAL COMMUNICATIONS

Reports, statements, notices and any other communications shall be transmitted to Customer electronically by posting to Customer's online Account or via e-mail to the e-mail address on Customer's application, or to such other e-mail address as Customer may from time to time designate to ZENI MANAGEMENT GROUP. E-MAIL AND ELECTRONIC COMMUNICATIONS. All e-mails sent to and from ZENI MANAGEMENT GROUP are subject to monitoring, review or disclosure to someone other than Customer or Customer's intended recipient. Customer acknowledges that there may be delays in e-mail being received by Customer's intended recipient. Customer agrees to hold ZENI MANAGEMENT GROUP harmless for any delay in e-mail delivery regardless of whether the delay was caused by ZENI MANAGEMENT GROUP or a third party. E-mail sent to and from a ZENI MANAGEMENT GROUP address may be retained by ZENI MANAGEMENT GROUP's corporate e-mail system. Customer agrees not to use e-mail to transmit orders to purchase or sell FX and further agrees that ZENI MANAGEMENT GROUP is not liable for any actions taken or any omissions to act as a result of any e-mail message Customer sends to ZENI MANAGEMENT GROUP. Electronic communications with ZENI MANAGEMENT GROUP via our Web site, wireless device or touchtone service are also subject to monitoring, review by or disclosure to someone other than the recipient and such communications may be retained by ZENI MANAGEMENT GROUP.

COMPLIANCE 1.ANTI-MONEY LAUNDERING PROCEDURES.

Customer agrees to and acknowledges that ZENI MANAGEMENT GROUP may conduct the following procedures at the time of the opening and throughout the existence of the Account:

a. Identity Verification. To help the government fight the funding of terrorism and money laundering activities, ZENI MANAGEMENT GROUP is required to obtain, verify, and record information that identifies each person who opens an Account with ZENI MANAGEMENT GROUP. When Customer opens an Account, ZENI MANAGEMENT GROUP is required to collect information such as the following: 1) Customer's name; 2) date of birth; 3) permanent address; and 4) identification number. ZENI MANAGEMENT GROUP may verify Customer's identifying information by performing a credit check, or requiring Customer to provide a driver's license or other identifying documents.

b. Monitoring. ZENI MANAGEMENT GROUP may monitor the trading activity in Accounts to investigate or identify potential money laundering. The Customer may not, directly or indirectly, deposit money into the ZENI MANAGEMENT GROUP trading

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Account from a Restricted entity. Nor may the Customer, directly or indirectly, withdraw money from the ZENI MANAGEMENT GROUP trading Account to any Restricted entity. If we become aware that any Restricted entity is associated with a Customer's ZENI MANAGEMENT GROUP trading Account, we will take appropriate steps to prevent such access, including, where necessary, terminating the Account.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY.

All copyright, trademark, trade secret and other intellectual property rights in the ZENI MANAGEMENT GROUP MetaTrader Online Trading Platform ("Trading Platform") shall remain at all times the sole and exclusive property of ZENI MANAGEMENT GROUP and/or its 3rd party service providers and Customers shall have no right or interest in the Trading Platform except for the right to access and use the Trading Platform as specified herein. Customer acknowledges that the Trading Platform are confidential and have been developed through the expenditure of substantial skill, time, effort and money. Customer will protect the confidentiality of ZENI MANAGEMENT GROUP and/or its 3rd party service providers by allowing access to the Trading Platform only by its employees and agents on a need to access basis. Customer will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading Platform. Customer will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading Platform or in the manner in which it operates.

RISK ACKNOWLEDGMENT.

Customer acknowledges that investments in leveraged FX transactions are speculative, involve a high degree of risk, and are appropriate only for persons who can assume risk of loss of their margin deposit. Customer understands that because of the low margin normally required in trading FX contracts, price changes in FX contracts trading may result in the loss of Customer's margin deposit. Customer warrants that Customer is willing and able, financially and otherwise, to assume the risk of FX contracts trading, and in consideration of ZENI MANAGEMENT GROUP's carrying his/her Account(s), Customer agrees not to hold ZENI MANAGEMENT GROUP responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives. Customer recognizes that guarantees of profit or freedom from loss are impossible in FX trading. Customer acknowledges that Customer has received no such guarantees from ZENI MANAGEMENT GROUP or from any of its representatives or any introducing agent or other entity with whom Customer is conducting his/her ZENI MANAGEMENT GROUP Account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations. RECORDINGS. Customer agrees and acknowledges that all conversations regarding Customer's Account(s) between Customer and ZENI MANAGEMENT GROUP personnel may be electronically recorded with or without the use of an automatic tone-warning device. Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Customer or ZENI MANAGEMENT GROUP. Customer understands that ZENI MANAGEMENT GROUP destroys such recordings at regular intervals in accordance with ZENI MANAGEMENT GROUP's established business procedures and Customer hereby consents to such destruction. RISK

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DISCLOSURE STATEMENT.

1.Trading in margined FX involves a high degree of risk including the risk of loss of the Customer's entire Risk Capital deposited with ZENI MANAGMENT GROUP. Losses, in some cases, have the potential to extend beyond the Customer's Account Value. In consideration of ZENI MANAGMENT GROUP agreeing to enter into FX Contracts with its Customer(s) for this Account, ZENI MANAGMENT GROUP requires all the undersigned Customer(s) to analyze their financial objectives, financial status, investment constraints and tax situation to determine whether FX trading is suitable. In addition, we require our Customers to carefully read and acknowledge the ZENI MANAGMENT GROUP

Risk Disclosure Statement that outlines without limitation the risks associated with trading margined FX through ZENI MANAGMENT GROUP. By signing this Agreement, the Customer understands and agrees that: 2.OTC Margined FX Trading involves a high amount of risk and is highly speculative. Customer(s) agrees that they are in full understanding and willing to assume the legal, economic, and other risks associated with the trading in margined FX, and are willing and able to assume the loss of their entire Risk Capital, defined as those funds, that if lost, would not change your lifestyle or your family's lifestyle. As such, they further agree that margined FX trading is not suitable for Retirement Funds. ZENI MANAGMENT GROUP encourages Customers to closely manage outstanding open positions and to use prudent money management precautions such as, but not limited to, Stop Loss Orders. PAYMENTS AND REFUND POLICY. ZENI MANAGMENT GROUP and all its sites use several Merchant Solutions ("Merchant Solutions")for online payment, order processing, order delivery, and other merchant solutions. Billing occurs at the time of or shortly after your transaction. If a credit card is being used for a transaction, ZENI MANAGMENT GROUP may obtain preapproval for an amount up to the amount of the order. You agree that you will pay for all products you purchase through the Merchant Solutions, and that ZENI MANAGMENT GROUP may charge your credit card for any products purchased. All sales of products are final. Fees paid for products and services are non-refundable. Prices for products offered via the Merchant Solutions may change at any time, and the Merchant Solutions does not provide price protection or refunds in the event of a price reduction or promotional offering.

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