

## Terms of Use

This document establishes the terms and conditions governing access to and use of the Essentra Finance website. Please read it carefully. By using our website, you agree to these terms and conditions. Please contact our support service if you have any questions or require further information. To access our services and use our features, you must review and agree to our terms of use. We reserve the right to make changes to these terms of use, and in the event of such changes, we will notify you by publishing an updated version on our website.

The following conditions apply to trading operations:

1. Age restriction: To engage in trading operations, you must reach the legal age of majority (18 years) and fully understand the associated risks.
2. Risk understanding: By confirming your agreement to these terms, you acknowledge that you have sufficient knowledge and experience to conduct trading operations and fully understand the risks involved.
3. Limitation of liability: The company is not responsible for any losses or damages arising from trading operations and does not verify your knowledge or the rationale behind your trading decisions.
4. Legal restrictions: Trading, investments, and similar operations are subject to various legal regulations in different countries. Please note that the availability of our website and the provision of tools do not guarantee their legality in your country.
5. License and use of materials: By accepting these terms and conditions, you are granted a limited license, but it is prohibited to create direct links to our website or copy and resell the materials presented on it.
6. Use of information: The information provided by us should be used exclusively for conducting trading operations on our website or within its framework.
7. Limitation of employee liability: Company employees are not liable for missed profits or any form of damage arising from trading operations or the use of our website, even in cases of our negligence.
8. Limitation of company liability: In any confirmed case, our liability is limited to the amount in your trading account.

Please familiarize yourself with these terms before using our services and features.

The preamble to these Terms and Conditions is an integral part thereof and, together with all company policies, constitutes a binding agreement between the User and the Company. By accessing, visiting, and/or using the website (hereinafter referred to as "User" and/or "Client"), the individual expressly and unconditionally expresses their mandatory agreement with all these Terms and Conditions, which constitute a binding agreement between the User and the Company, and undertakes to fully comply with them. Any activity on, with, and/or through this website is governed by these Terms and Conditions.

By using this website in any form, you acknowledge your unconditional acceptance and agreement with the following terms and conditions. If you do not accept any of these

terms and conditions, you are not permitted to use the provided services, and we request that you immediately cease using this website.

## Website Usage

### 1. Terms of Website Usage: Your Agreement and Responsibility

1.1. By accessing this website, the Client expresses their agreement to and understanding of the following Terms and Conditions.

1.2. The Client confirms to the Company that they have the lawful right to visit the website and use the information available on the website.

1.3. The Company reserves the right to modify these Terms and Conditions at any time without prior notice, and therefore, the Client is responsible for regularly reviewing these Terms and Conditions.

1.4. Changes to these Terms and Conditions will be effective upon publication. Continued use of the website after such changes signifies the Client's acceptance of the modified

### 2. Access

2.1. This website, the information, tools, and materials contained therein are not intended for distribution or use by any person or organization who are citizens or residents of a jurisdiction where such distribution or use would contravene the law or regulations or require Company or its affiliates to be registered or licensed in such jurisdiction. By accessing any part of the website, the Client agrees not to use this website in a manner that interferes with, disrupts, or restricts the use of the website by other users; not to upload or transmit through this website any materials that are false, offensive, threatening, indecent, unlawful, or infringe upon the rights of others in any jurisdiction. 2.2. The User acknowledges that they have full legal capacity to enter into legally binding agreements. Users may not engage in commercial, bulk, and/or automated usage of this website. This website strictly prohibits data mining, data harvesting, material theft, offline connection and/or downloading, or mass retrieval or access using any software other than mainstream and officially recognized web browsers.

### 3. Disclaimer of Warranties

3.1. The Company makes no representations regarding the expected results from the use of this website, services, information, or content.

3.2. The Company does not guarantee the accuracy, completeness, security, or timeliness of the content, information, or services provided on or through the use of the website, either explicitly or implicitly, for any particular purpose.

3.3. The Company, its licensors, and suppliers disclaim any warranties concerning this website. By this Agreement, the parties agree and acknowledge that the Company, its licensors, and suppliers make no express or implied promises or representations regarding the functioning of the website or the achievement of specific results through its use. The parties acknowledge that the Company, its licensors, and suppliers do not guarantee the accuracy, completeness, or timeliness of the content, information, or services provided on the website. The Company is not responsible for any infringement of third-party rights arising from the use of the website. The parties agree that the Company, its licensors, and suppliers do not provide any obligations or warranties, whether express or implied, regarding the website and its use, and the use of the website is at the user's own risk.

#### 4. Confidentiality

4.1. The Company's Privacy Policy governs the use of information collected from the Client or provided by the Client on this website.

4.2. Upon receiving your application, we may conduct a credit check or other checks that we deem necessary from time to time, including but not limited to obtaining recommendations from your bank, employer, or credit agencies (if applicable). Credit agencies will record the details of the check regardless of whether your application is accepted or not. We reserve the right to conduct additional credit history checks at any time during the term of this Agreement. You acknowledge and agree that we may use credit rating assessment methods to evaluate your application. This may affect our decision to accept the application or change the terms of your account.

4.3. You are obligated to immediately notify us of any material changes in the information provided in your Application. In the event that your Application is accepted, we will open an account for you and provide you with a user ID and account number. You must not disclose this information to any other person. If you believe that this information has become known to third parties, you must immediately notify us.

4.4. You agree that we are not obligated to confirm or verify the identity of the person using your account or referring to it. You acknowledge that we have the right (but not the obligation) to make all payments owed to you to a single account for all amounts. We may (but are not obligated to) agree to transfer funds to different bank accounts.

4.5. We reserve the right to close or suspend your account at any time in accordance with the terms of this Agreement.

#### 5. Limitation of Liability

5.1. The Company is not liable for any potential losses, liabilities, damages (including direct, indirect, and consequential damages), personal injuries, or expenses that may arise for the Client or third parties in connection with accessing the website, using information on the website, transmitting personal information of the Client or materials through the Company's system. It is important to note that the Company, as well as third parties and data or content providers, are not liable to the Client or any other person, firm, or organization for any potential losses, liabilities, damages (including both direct and consequential damages), personal injuries, or expenses arising from delays, inaccuracies, errors, or omissions in the information, as well as from actions taken based on this information, or from the termination or interruption of access to it.

#### 6. Intellectual Property and Trademarks: Rights Protection and Usage Restrictions

6.1. Intellectual Property and Trademarks

6.2. All trademarks, logos, and names on this website belong to the Company or third parties. The use of these trademarks without written permission from the Company or third parties is prohibited unless otherwise provided in these terms.

6.3. The Client may download content from the website for personal non-commercial use only, but modifying or distributing it is prohibited. All content on the website, including images, texts, and design, cannot be used without written permission from the Company for distribution, downloading, modification, or commercial use. The Company retains the rights to copyrights and trademarks used on the website and will protect these rights in accordance with the law.

6.4. The trademarks, trade names, service marks, and logos displayed on this website may be registered or unregistered. They belong to the Company, its affiliates, or respective owners. No rights to use these trademarks and logos are granted unless written permission is obtained from the rights holder.

On this website, there may be links to other internet resources and third-party websites, including advertising websites. You acknowledge and agree that the Company shall not be held responsible for such external websites, resources, or advertisements, and does not endorse or assume any responsibility for the content, advertising, products, or other materials available on these websites, resources, or in advertisements. Please note that this Agreement is a contract between the Company and the individual or legal entity (hereinafter referred to as "Client") who has applied to open a trading account on the Company's CFD platform, in accordance with the detailed terms set forth herein.

## **Introduction**

1. This agreement (hereinafter referred to as the "Agreement") governs the relationship between the Company and the Client regarding the placement of orders and trading financial instruments on the Company's trading platform.
2. Forex trading is a network of buyers and sellers who exchange currency at agreed-upon prices. The Forex market is an over-the-counter market without a centralized place for conducting operations, unlike, for example, the New York Stock Exchange.
3. To open an account and use the Trading Platform, the Client is granted a limited personal license by the Company. The license is granted to individuals who have reached the age of 18 (or any other legal age requirement if applicable). The Client may not transfer the license or provide access to their trading account to third parties. The Client is responsible for any damages caused to the Client, the Company, or third parties in case of a breach of the Agreement's terms.
4. All services are provided by the Company, which acts as the managing company, and the Client enters into a contractual agreement solely with the Company.

## **Opening a Trading Account**

1. The Company will open a Trading Account for the Client upon receiving consent and necessary information. The Client acknowledges the completeness and accuracy of the provided information and undertakes to notify the Company of any changes.
2. The Trading Account will be activated upon the deposit of funds. The Company may allow trading with limitations, even without complete verification and with additional requirements. Failure to meet the requirements may result in the Company freezing the account. Funds cannot be refunded until all applicable rules and regulations are complied with.
3. With respect to any Transaction executed in accordance with the Agreement, the Company may, at its sole discretion, act as a principal or as an agent on behalf of the Client. Thus, the Company may act as a counterparty for the Client's trading operations. The Client confirms that they act as a principal, not as an agent or trustee on behalf of another person. The Client hereby declares and guarantees that their

interaction with the Company under this Agreement and the use of the Company's services fully comply with applicable laws and regulations governing the Client.

## **Trading Platform**

1. The trading platform provided by the Company allows trading in exchange rates of various currencies, commodities, and other financial instruments provided by the Company (hereinafter referred to as "Financial Instruments"). The trading platform displays indicative quotes of exchange rates for various pairs of financial instruments based on various information systems that represent the most up-to-date exchange rates in international financial markets. To determine quotes for different time periods, the platform performs mathematical calculations in accordance with well-known and accepted formulas in financial markets. The Parties acknowledge that due to different calculation methods and other circumstances, different trading platforms and/or markets may display different price quotes.
2. The Client can profit from trading in the forex market by buying currency pairs and selling them at a higher price. The difference between the purchase price and the selling price is the profit they can earn. When this concept is applied to trading currency pairs, it is referred to as a "long position." There is also the concept of a "short position." This means that the Client can sell currency pairs at a high price and later buy them at a lower price, thus making a profit equal to the difference between the selling price and the purchase price.
3. The Company does not guarantee continuous availability of trading on the Trading Account. Temporary access problems to the trading platform may occur due to technical or other factors. The Company makes efforts to ensure the stability of the platform but does not take responsibility for possible interruptions or delays. The Client acknowledges that prices on the platform may change, and the Company is not liable for any potential losses or damages.
4. The Client authorizes the Company to trust and act upon any orders, requests, instructions, or communications provided by the Client or an authorized person on their behalf, without additional checks regarding the authenticity and authority of such individuals. The Client is responsible for all obligations that the Company undertakes on their behalf.
5. The Company has the right, but not the obligation, to establish limitations and parameters to control orders and transaction conditions at its discretion. These may include restrictions on order amounts and sizes, overall Company risk, prices, and electronic services. The Company may also require limitations on the number of open trades by the Client.
6. The Company prohibits the Client from using arbitrage calculations or other methods based on system or platform malfunctions, delays, or errors, in order to take specific actions or inactions. Such practices can harm the Company and violate the principles of fair trading. Such actions contradict the Company's policies and principles aimed at ensuring reliability and fairness in its interactions with Clients.
7. The Company has the right to cancel any transaction made due to an error, system malfunction, violation of the agreement by the Client, etc. The Company has the right to rectify or cancel a transaction based on accurate quotes.

8. The Client can view their open trades and the status of their margin funds through their trading account on the Company's platform. Hard copies of reports are not provided.

## **Finances**

1. The client can transfer funds to the Company's account using various payment methods and in any currency accepted by the Company. The funds will be converted and managed in the account's base currency (US dollars, euros, British pounds) at the Company's exchange rate based on market quotations.
2. When making a bank transfer, the client must provide SWIFT confirmation with full information about the bank account registered in their name. Failure to provide SWIFT confirmation or discrepancies in the data may result in the impossibility of crediting funds to the client's account.
3. The funds deposited by the client, along with profits and other benefits, serve as collateral for transactions and will be automatically deducted from the funds in the client's trading account.
4. The Company will return the funds to the same account or card in the same currency from which they were transferred, except when the Company decides independently to return the funds to another account of the client.
5. The client assures that all funds transferred by them are not the result of criminal or illegal activities and do not violate applicable anti-money laundering laws and regulations.
6. The client is not entitled to make claims against the Company and the Company is not responsible for delays and discrepancies arising in connection with calculations by credit companies, banks, or other financial institutions, as well as for fees and other charges.
7. When the client requests a withdrawal, the financial department reviews each request. The payment is made within 7-10 business days after meeting margin requirements and confirming the client's identity.
8. The Company is not responsible for delays in fund withdrawals caused by third parties or force majeure circumstances.
9. The Company deducts commissions from the client's Trading Account. In case the client has an obligation to pay an amount exceeding the available funds, the client must immediately settle such amount upon the Company's request.

## **Fees and Commissions**

1. The company charges clients broker fees or commissions for executing trading operations. These fees or commissions form part of the cost of executing trades and may vary depending on the type of operation, trading volume, and other factors.
2. All deposits made to the company's account using credit cards or bank transfers are not subject to fees from the company. Clients may incur fees on their side, which will be charged by their bank.
3. All withdrawals made using credit cards or bank transfers are processed without any fees charged by the company. The company covers all fees for bank transfers

associated with fund withdrawals. Thus, clients can withdraw funds from their account without incurring any additional expenses in terms of company fees.

4. According to the rules of your trading account's activity, there may be an inactivity fee. A monthly fee will be deducted from your account until you resume activity on the account or the balance reaches zero. The fees will be deducted from your account balance on a monthly basis if you don't resume activity.
5. The company reserves the right to introduce additional fees and commissions, as well as modify existing fees and commissions, at any time, provided that the client is notified of such changes no less than 10 business days in advance.

### **Bonus Policy**

1. The company may offer various attractive rewards, including welcome bonuses, contests, and rewards for new or existing clients. Bonuses and trading credits provided to clients are part of the company's promotional programs. These bonuses are limited offers, and the terms associated with any bonus rewards may change from time to time.
2. Bonuses and profits derived, even partially, from the use of bonus credits will be canceled in case the company suspects fraudulent activities or violation of the company's Terms and Conditions by the client.
3. To withdraw funds from an account that has been funded with a trading bonus, the trader will need to execute a minimum trading volume equal to (bonus amount + deposit) x30.

### **Privacy and Data Protection**

1. In connection with the nature of the business activities and client relationships, the Company processes certain personal information about its clients. All collected information, whether in paper or electronic form, is protected in accordance with data protection laws to ensure client confidentiality.
2. The Company has the right to use and/or disclose client information:
  - (a) for internal use, including affiliated companies;
  - (b) in accordance with permissions or legal requirements;
  - (c) to protect against actual or potential fraud, unauthorized transactions, or actions;
  - (d) for computer monitoring of client service usage, review and/or observation, development, and/or maintenance of service quality;
  - (e) to protect the rights of the Company or comply with any applicable law.
3. The client grants the Company permission to use their contact information for providing updates and/or information and/or conducting promotions or marketing activities via email or other contact details. Withdrawal of this consent must be submitted to the Company in writing and will be effective for new communications not yet sent.
4. The client agrees that the Company has the right to record all conversations with the client and monitor (record) all electronic emails sent by or received from the Company. All such recordings are the property of the Company and may be used by the Company, including in the event of a dispute between the Company and the client.

5. Affiliation: The Company may share commissions and fees with its partners, including introducing brokers or other third parties ("Partners"), or receive compensation from them for transactions executed by the Company. Such Partners may have access to client information.
6. The use of "Cookies" files may be necessary for the operation of the Trading platform, website, or other services provided by the Company.

### **Advice, Information, and Taxes**

1. The company provides market commentary or other information:
  - (a) as a supplementary service in relation to the client's activities;
  - (b) to assist the client in making independent investment decisions.
2. The company is not liable for the consequences arising from the client's actions based on trading recommendations, market commentary, or other information.
3. The client acknowledges that the company is not responsible for any losses, expenses, costs, or damages incurred by the client due to inaccurate or erroneous information, except in cases of fraud, intentional non-performance, or gross negligence on the part of the company.
4. The company is not obligated to assess the appropriateness of the client's transactions or evaluate whether the client possesses the necessary knowledge and experience to understand the risks associated with such transactions. The client bears full responsibility for the risks involved.

### **Account Balance**

1. Trading account balances and statements are displayed in the trading platform provided by the company to the client. General definitions of terms can be found on the company's website.
  - 1.2 Account Closure and Termination of Agreement
  - 1.3 Either party may terminate this Agreement by providing written notice of termination to the other party within 10 (ten) days. Either party may immediately terminate this Agreement in case of a breach of this Agreement by the other party or the occurrence of a default event. Upon receipt of the termination notice, the client is obligated to close all open positions; otherwise, the company has the right to close all open positions without any liability. Such closure may result in less favorable outcomes for the client.
  - 1.4. After termination, all amounts payable by one party to the other become immediately due.
  - 1.5. Termination does not affect rights and obligations that remain in force in accordance with applicable laws and the provisions of this Agreement.

### **Limitation of Liability and Compensation**

2. The company's services are provided "as is" and "as available" without any express or implied warranties. The company is not responsible for the potential presence of viruses or other harmful components in the software, services, or communications provided or used by the client. Furthermore, the company is not liable for any losses



incurred by the client as a result of using the company's services, including direct, indirect, incidental, punitive, and consequential losses.

3. The client agrees that the trading platform will monitor the relevant market and execute the client's orders according to their instructions, regardless of their presence at the computer or computer's connectivity.
4. Upon the company's first demand, the client agrees to indemnify the company for all liabilities, damages, losses, expenses (including reasonable legal costs), fees, taxes, commissions, and other expenses incurred by the company.
5. The company has the right to set off any amounts it owes to the client by deducting them from the client's debt or other obligations to the company. In the event of the client's default (voluntary or involuntary), all present and future debts and other obligations of the client to the company become immediately due.

## **General Terms**

1. The company has the right to modify the Agreement without obtaining prior consent from the client. If the company makes any substantial changes to the Agreement, it will provide the client with a notice of such changes at least 10 (ten) business days before they come into effect. Such changes will become effective on the date specified in the notice. Unless otherwise stated, the changes will not affect any existing orders or transactions or any rights or obligations that may have already arisen.
2. Partial Invalidity: If at any time any provision of this Agreement becomes unlawful, invalid, or unenforceable in any respect under the laws of any jurisdiction, it will not affect the legality and enforceability of the remaining provisions of the Agreement, nor the legality and enforceability of such provision in accordance with the laws of any other jurisdiction.
3. Language, Notices, and Complaints - All communications between the company and the client will be conducted in English or any other language acceptable to both the client and the company.
4. Unless otherwise specified, all notices, instructions, and other communications must be provided by the company via email or other electronic means using the client's contact information provided to the company. Any complaints should be directed to the company's customer service department, which will review the complaint and make every effort to resolve it. All disputes will be considered within 48 hours of notification.
5. The company has the right to collect debts from the client or protect the company's rights, such as reputation, intellectual property, confidentiality, etc., by promptly filing a lawsuit against the client in their place of residence and in accordance with the applicable laws of their place of residence.
6. Prohibition of Rights Transfer - No rights under this Agreement can be transferred, and no obligations can be assumed by another party, except for an affiliate of the company. In the event of a transfer to an affiliate of the company, the terms of this Agreement may be modified in accordance with applicable regulations applicable to the transferring party, and the client agrees in advance to such regulatory changes to this Agreement. This Agreement will be binding and enforceable for the successors of the client.

## **Applicable Law and Jurisdiction**

1. These Terms and Conditions shall be construed in accordance with the relevant courts. The said courts shall have exclusive jurisdiction to resolve any claims or disputes that may arise from or in connection with these terms and conditions.

## **Identity Verification**

1. In order to prevent fraud and ensure data security, the company implements a "Know Your Customer" (KYC) policy. We reserve the right to close accounts and confiscate funds upon detection of fraudulent activity. To ensure the security of your transactions, identity verification and document submission, such as proof of identity, copy of card, and utility bill, are required.

Any fraudulent activity will be documented, and all associated accounts will be promptly closed. All funds in these accounts will be confiscated.

**WARNING:** The company ensures the security of the data received, including account information and transactions made. For the security of electronic transactions, certain data, including identity verification documents, must be provided. When requesting a withdrawal, the following documents may be required: • Copy of valid identification document (passport, driver's license, national identification card) • Copy of credit/debit card (with the first twelve digits concealed, showing the name and expiration date) • Copy of utility bill or bank statement (not older than 3 months) indicating the name and address All documents must be unaltered and with visible corners. If the name is not indicated on the card, official proof of ownership of the card by the client is required. If the card belongs to another person, the cardholder must provide their own proof of identity and utility bill. Additionally, documents confirming the use of the card for deposit purposes are required.

## **Joint Accounts / Beneficiaries**

1. If an account is owned by multiple users or a corporation, company, partnership, or any other legal entity, all beneficiaries or signatories must verify their identity.

## **Links to this Website**

1. Creating or maintaining links from other websites to any page of this website without prior written permission is prohibited. This means that you cannot place links on your website that lead to pages on our site without our written permission.
2. Posting or displaying this website or any information or materials posted on this website within frames or by using similar means on another website without prior written permission is prohibited. This means that you cannot include our site or its parts in frames or similar means on your website without our written permission.
3. Any permitted links to this website must comply with all applicable laws, rules, and ethical standards on the Internet.

## **Copyright**

1. All text, graphics, sounds, information, designs, applications, content, source code, object code, and other materials displayed on this website or available for download are protected by copyright, trademarks, and other laws and may not be used except as provided in these Terms and Conditions or with prior written permission from the owner of such materials (hereinafter referred to as "information" or "data").
2. The information on this website belongs to the Company and/or its affiliates and suppliers and may not be copied or used without prior approval.
3. You may not modify the information or materials displayed on this website or available for download in any form, nor reproduce or publicly display, perform, distribute, or otherwise use such information or materials for any public or commercial purposes.
4. Any unauthorized use of such information or materials may infringe copyright, trademark rights, privacy and advertising laws, as well as other applicable laws and regulations, and may result in legal consequences, including, but not limited to, claims for damages and injunctions.

## **Prohibited Actions**

We will take reasonable measures to ensure that no user or third party uses our systems in the following ways:

1. Fraudulently or in connection with committing a crime.
2. Sending, receiving, uploading, downloading, or using any material that is offensive, defamatory, indecent, libelous, obscene, or threatening, or that infringes on copyright, privacy, confidentiality, and/or other rights.
3. Causing annoyance, inconvenience, or distress.
4. Sending spam or providing unsolicited advertisements or promotional materials or knowingly soliciting responses to any spam, unsolicited advertisements, or promotional materials sent or provided by third parties.
5. In any manner that, in our reasonable opinion, may harm the provision of the company's services or any of our shareholders, and/or affiliated persons, and/or directors, and/or lawyers, and/or managers, and/or bankers, and/or customers, and/or business, and/or reputation.
6. In violation of any licenses or third-party rights.
7. Attempting to interfere with the services we provide to any user or host, including but not limited to:
  - Impeding the normal operation of the network by creating artificial congestion or disrupting its stability.
  - Engaging in any form of denial of service (DOS) attack.
  - Deliberate attempts to overload the service and disrupt host operations.
8. Any attempts to abuse, manipulate, or take advantage of an error, software bug, security vulnerability, or breach, response time differences.

## **Resale of Services**

1. Any form of automated, cooperative, or multiplayer activity (including tandem trading) aimed at circumventing or exploiting services or systems is prohibited.
2. The transmission of emails, codes, or files containing computer viruses, corrupted data, Trojan horses, or tools that undermine the security of websites or user data is prohibited. This includes spyware and any type of malware.
3. You shall not allow the use of the system or access by any persons who are not clients, and you shall not copy, distribute, publish, transmit, display, modify, create derivative works based on, report, or otherwise use the system, in whole or in part, for use by others.

**Network Security You shall not:**

- Violate or attempt to violate the security of the website or interfere with the operation of networks, authentication measures, servers, or equipment.
- Attempt to bypass user authentication or the security of any host, network, or account, including accessing data not intended for the recipient, unauthorized access to a server, or testing the security of other networks.
- Attempt to gain access to an account or computer resource that does not belong to you through the company's system and/or services.

We notify you that this policy cannot cover all possible situations, and additional terms or requirements may be introduced at any time in relation to changes in technology, regulations, and policies, including measures aimed at preventing money laundering or any forms of fraud. We recommend that you contact us with any questions, comments, or requests for clarification to obtain more detailed information. We are always ready to assist you in understanding this policy and ensuring clarity regarding its terms.