

Terms And Conditions

This client agreement, together with any Schedule(s) and accompanying documents, as amended from time to time (hereafter the “Agreement”) sets out the terms of the contract between you and us.

BY CLICKING “I AGREE” BELOW, I AM CONFIRMING THAT:

- I understand all such terms and that these Terms and Conditions, together with all policies are an inseparable part of a binding agreement between me and Smart Invest (the “Agreement”).
- I am over 18 and the information provided in this application is true and correct and that I will notify Smart Invest of any material changes.
- Smart Invest may not be able to ascertain the appropriateness of any product to me, including due to lack of experience or undisclosed information.
- I have entered full, accurate and truthful details, including my residential address and identity. Smart Invest may at any time without limitation amend any of the terms set out in this agreement by posting such information on our website.
- I confirm that I got an opportunity to trade on a demo platform and/or read a tutorial and I understand as a consequence how to trade and the RISKS that are involved. In addition I have read and understood the risks that are involved in trading in Forex.
- By filling the Subscription Form I request and agree to open an account for myself and confirm that I have read and understood all policies and terms including the Risk Disclosure and Terms and Conditions.

PREAMBLE Smart Invest offers access to its website and services to clients that accept the terms and conditions. By using the website you explicitly confirm that you have read these Terms and Conditions and agree to them. Our obligations are subject to any limits or restrictions which we may agree in writing, and any statutory, regulatory, legal or market requirements.

The following terms and conditions apply to all users and in case you require additional information on any of the subjects presented below, feel free to contact our customer support at any time. You must first read and then accept these Terms and Conditions in order to benefit of the best services provided by Smart Invest and the agreement is effective upon acceptance. If you don't agree to be bound by the terms and conditions of the present agreement, make sure to inform us in writing. If Smart Invest decides to make any amendments they will be posted online and in order to keep trading on the website, you might be asked to accept the new terms. In order to be eligible to operate your trading with Smart Invest you must be over the age of 18 and to fully understand the risks involved.

You hereby acknowledge that you have the knowledge and experience to trade and understand the risks involved. We can't be held responsible for any damage or loss and we are not responsible for verifying whether you possess sufficient knowledge or whether your trading choices are wise. The same conditions apply regarding legal restrictions. You should understand in full that trading; investments and similar operations are regulated in a different way, throughout the world. The fact that you can access our website and use the tools Smart Invest offers doesn't necessarily mean that it is legal in your country to do so. Users accessing this site are required to inform themselves about the jurisdiction restrictions of Estonian Governing laws and you are hereby declaring that the funds you are using for trading are not originating from any criminal activity or otherwise breach any law.

Do not abuse the license or services provided to you. By accepting the Terms and Conditions you will be granted a limited license, but you can't deep-link to the website or copy and resell the materials appearing on Smart Invest . The information provided by us should be used entirely for executing transactions inside or within Smart Invest . Please note that closing or suspending your account due to a breach of the terms of service and explicitly the Acceptable Use Policy, may entail loss due to the closing of positions. Do not provide false or inaccurate information. The license granted will be terminated if we notice that the data you provide is not accurate and you will cease to access the services. You agree that Smart Invest can terminate your access to any of the services offered for online trading at its sole discretion and with or without notice and close your transaction.

The present terms and conditions state that under no circumstances shall Smart Invest or its employees be liable for lost profits or any kind of damage occurring during trading, due to connection to our website, including negligence. In any proven circumstance, the liability of Smart Invest is limited to our last monthly commissions received of money you transferred or deposited in your trading account. TERMS AND CONDITIONS The Preamble to these terms of service is inseparable part thereof and together with all company policies constitute a binding Agreement between the User and Smart Invest . You and any person making use of the Site are referred to hereunder as "User" and/or Client. By accessing, visiting and/or using this Site, any person so doing (hereinafter: "User") unequivocally and unreservedly expresses his or her binding agreement to any and all of these Terms and Conditions, constituting a binding agreement between the User and Smart Invest , and undertakes to fully comply therewith. Any and all activity on, with and/or via this Site shall be governed by these Terms and Conditions.

BY USING THIS SITE IN ANY WAY YOU CONFIRM YOUR IRREVOCABLE ACCEPTANCE AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS AND CONDITIONS OR ANY OF THE POLICIES – YOU CANNOT USE Smart Invest ' SERVICES AND PLEASE STOP USING THIS SITE AT ONCE.

Permitted Use:

Any User must be aged 18 or older and legally permitted to engage in usage of this Site under the Estonian Governing laws applicable to him/her. User represents that he or she has full legal capacity to enter into legally binding agreements. Users may not make commercial and/or serial and/or automated use of this Site. This Site strictly forbids any use of data mining, data gathering, bandwidth theft, offline browsing plug-ins and software and/or download and/or batch download or access and any access via any software except for the main common and official web browsers. Your Account and the Bank Account: Upon receipt of your application, we may carry out credit or other checks as we deem appropriate from time to time including without limit obtaining references from your bank, employer or credit agencies (if applicable). Credit reference agencies will record details of the search irrespective of whether your application proceeds or not. We reserve the right to carry out further credit checks at anytime whilst this Agreement is in force.

You acknowledge and accept that we may use credit scoring methods to assess your application. This may affect our decision on whether to accept the application or whether to alter the way in which your Account will operate. You must notify us immediately of any material changes to any of the information set out in your Application Form. In the event that your Application Form is accepted we will open an Account for you and provide you with a user ID and account number.

You must not disclose these details to any other person. In the event that you believe that these details are known by a third party then you will notify us immediately.

You will assist us in investigating any misuse of your Account. You confirm that we are not obliged to confirm or check the identity of anyone using or quoting your Account.

You confirm that we shall be entitled (but not obliged) to make any payments owed to you to one single account for all sums.

We may (but are not obliged to) agree to transfer monies to different Bank Accounts. Notwithstanding the fact that we agree to do so, we shall not be liable for any mistakes made by us in the amount transferred provided that the aggregate sum transferred pursuant to this Agreement is correct. Funds appearing on Clients' account may include agreed or voluntary bonuses and incentives, or any other sums not directly deposited by the Client or gained from trading on account of actually deposited funds ("Non-Deposited Funds"). Please note unless otherwise explicitly agreed, Non-Deposited Funds are not available for immediate withdrawal. Further, due to technical limitations, Non-Deposited Funds may be assigned to Client's account in certain occasions (for example, for the technical purpose of allowing the closing of positions or an indebted account). PLEASE NOTE

NON-DEPOSITED FUNDS, including profits gained on account of or derived of the same, are not Client's funds. If a withdrawal of Non-Deposited Funds has been confirmed, Smart Invest shall have full right to reclaim any and all such funds. Further Covenants: In addition to the above and without limiting the generality of this clause, you: Confirm that the Bank Account details are complete and accurate and that you will notify us immediately if these change and will provide us with such documentation as we

request in respect of such revised Bank Account; Confirm that (unless otherwise agreed by us) the Bank Account relates to a bank account opened in your country of main residence; Acknowledge and accept that we are under no obligation to transfer any monies to or accept any monies from any account other than the Bank Account. Except in the case of fraud (that not includes fraud from a third party), we do not accept responsibility for any loss or damage suffered by you as a result of your trading on monies deposited in or credited to your Account in error by or upon our behalf. We reserve the right to close or suspend your Account at any time in accordance with the terms of this Agreement. Acknowledge explicitly that Smart Invest has the right to change the amount of margin that is allowable per any trading due to market volatility, without prior notice. Multiple Accounts: Except as otherwise expressly provided in this Agreement, if you have more than one Account with us, each Account will be treated entirely separately. Therefore, any credit on one Account (including monies deposited as margin) will not discharge your liabilities in respect of another Account unless we exercise our rights under this Agreement. Joint

Accounts/beneficiaries: If an Account belongs to multiple users or to a corporation, company, partnership or any other corporate body, all beneficiaries or signatories will be required to approve a withdrawal. Linking to this Site: Creating or maintaining any link from another site to any page on this site, without Smart Invest' written permission is prohibited. Running or displaying this Site or any information or material displayed on this Site in frames or through similar means on another Site without our prior written permission is prohibited. Any permitted links to this Site must comply will all applicable laws, rules and regulations and ethical conduct on the internet. IP and Copyright Notice: All texts, graphics, sounds, information, designs, applications, content, source codes and object code files, and other material displayed on or that can be downloaded from this Site are protected by copyright, trademark and other laws and may not be used except as permitted in these Terms and Conditions or with prior written permission of the owner of such material (hereinafter: "information" or "data"). The information on this Site belongs to Smart Invest or its respective affiliates and suppliers and may not be copied or used without prior approval. You may not modify the information or materials displayed on or that can be downloaded from this Site in any way or reproduce or publicly display, perform, or distribute or otherwise use any such information or materials for any public or commercial purpose. Any unauthorized use of any such information or materials may violate copyright laws, trademark, laws, laws of privacy and publicity, and other laws and regulations. Force majeure: Whilst we will endeavor to comply with our obligations in a timely manner we will incur no liability whatsoever for any partial or non-performance of our obligations by reason of any cause beyond our reasonable control including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of Estonian Governing laws or any law or governmental or regulatory requirement and we shall not be held liable for any loss you may incur as a result thereof. Without prejudice to the generality of this clause, the following events shall be considered as an event of force majeure: where we are (in our opinion) unable to maintain an orderly market as a consequence of civil unrest, terrorism, strikes, riots or power or communication failure; excessive volatility in the financial markets; suspension, closure or liquidation of underlying markets. Without prejudice to the generality of this clause, in the event of force majeure we will be entitled to: alter trading times; alter the Margin Requirement; close or cancel any open contracts/positions.

Trademarks:

Certain trademarks, trade names, service marks and logos used or displayed on this Site are registered and unregistered trademarks, trade names and service marks of Smart Invest and its affiliates. Other trademarks, trade names and service marks used or displayed on this Site are the registered and unregistered trademarks, trade names and service marks of their respective owners. Nothing contained on this Site grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks, trade names, service marks or logos displayed on this Site without the written permission of Logins Security: It is your responsibility to maintain your Account at all such times. This includes ensuring that the required level of margin is in place. If you have more than one Account, this responsibility will relate to each Account separately, unless we have agreed otherwise in writing with you. Every person using a login (whether or not in fact such person is a duly authorized client) will be deemed to be authorized to enter into the system and/or (as the case may be) to give any other instructions or communications on behalf of Smart Invest's client that is represented by the login according to the registration information provided by Smart Invest. Smart Invest will act on such instructions without being obliged to obtain any further written or other confirmation, and, for the avoidance of doubt, the relevant transaction fees shall become payable.

Unlawful usage: You are prohibited from making any unlawful usage of this Site, and are informed and aware to the fact that in addition to these terms and conditions and any and all policies for usage of this Site, you may and are expected to be subjected to laws and regulations applicable in your or any relevant jurisdiction, including any promulgations related to gambling, securities, taxation and/or anti-money laundering. Smart Invest does not encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials and/or User from this Site. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials. User undertakes that any and all information provided by him is true, accurate, complete and up-to-date. User undertakes to indemnify, defend and hold Smart Invest harmless, as well as any and all of its subsidiaries, agents, employees and/or officers, against or from any liabilities, obligations, claims, debts, expenses etc., in any way connected with any misuse or abuse of the site, information or services provided or contained herein, including in particular (but not limited to) any breach of these Terms and Conditions and/or violation of any law whatsoever (including any violation or infringement of any third party rights) and/or any breach of any applicable third party terms and conditions;

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The information, materials and services provided on or through this website may be out of date, and neither Smart Invest nor any of its respective affiliates makes any commitment or assumes any duty to verify, validate or update such information, materials or services. Except as explicitly set herein and under specific conditions, We DO NOT provide any advisory service. All transactions, investments and decisions are at your own discretion and risk. Smart Invest and/or any or all of its subsidiaries, agents, employees and/or officers, does not assume any responsibility, or will be liable, for any damages to, or any viruses that may infect, your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing this Site, or your downloading of any information or materials from this Site. In no event will Smart Invest or any of its respective officers, directors, employees, shareholders, affiliates, agents, successors or assigns, nor any party involved in the creation, production or transmission of this website, be liable towards you or anyone else for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of

this website, any websites linked to this website, or the materials, information or services contained on any or all such websites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. The foregoing limitations of liability do not apply to the extent prohibited by law in the event of any problem with this website or any content, you agree that your sole remedy is to cease using this website. If you are a registered user you may receive a return of fees received by Smart Invest within the previous month with respect to services that were fully denied as a result of an act or omission by Smart Invest .

All claims against Smart Invest shall become obsolete within 12 months of the occurrence giving rise to the claim. In the event of any problem with the information, products or services that you have purchased on or through this website, you agree that your sole remedy, if any, aside of the above said, is from the 3rdparty provider of such information, products or services. The above disclaimers means that Smart Invest does not undertake to provide any service and/or any and all functionality on the Site. This also means if you believe you have any claim against Smart Invest it should be presented with no delay and shall be null and void within 12 months of the first time it came to be. Revisions to these Terms and Conditions:

Without prejudice to the above, User acknowledges and accepts that Smart Invest and its legal advisors are fully entitled at all times to amend, add to and/or revoke any and all of these Terms and Conditions, at its sole discretion, without giving User any notice thereof. Any such amendment, addition or revocation shall become fully effective and binding upon being posted on Site. You should visit this page to review the then current Terms and Conditions binding on you. Certain provisions of these Terms and Conditions may be added to or superseded by legal notices or terms located on particular pages of this Site. These terms and conditions have been last updated on May 25, 2018. This means that these Terms and Conditions may be reasonably amended from time to time by Smart Invest , and shall apply to any user immediately. Smart Invest shall maintain a link to these Terms and Conditions on every page on the Site, and state the last date these Terms and Conditions were updated on. Termination: You or we may suspend or terminate your account or your use of this Site at any time, for any reason or for no reason. Except for the withdrawal of accumulated funds, you will not be entitled to any remedy for discontinuing the services, all subject to our WD policy and applicable laws and regulations. We reserve the right to change, suspend, or discontinue all or any aspect of this Site at any time without notice.

Additional Assistance: If you do not understand any of the foregoing Terms and Conditions or if you have any questions or comments, we invite you to contact us at any time. This means you should contact us beforehand if anything of these Terms and Conditions is unclear, unfair or unacceptable to you.

Our Commitment to Security and Privacy: To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place the appropriate and reasonable physical, electronic, and managerial procedures to safeguard and secure the information we collect online. Please see our Privacy Policy for further information.

Assignment to Third Parties: Smart Invest is fully entitled to assign, grant, transfer or sublicense any and all of its rights provided for herein, including any rights with regards to information or data, wholly

or in part, to any third party whatsoever. This means that the agreement between User and Smart Invest on the terms set under the Terms and Conditions may be assigned, in full or in part by Smart Invest , but not by the User. These privileges as well as the limitations of liability are Smart Invest 's one-sided prerogatives under these Terms and Conditions but this Site would not be feasible without them.

No Waiver: Smart Invest 's acquiescence to any breach of These Terms and/or failure to exercise any right provided for herein shall be without prejudice to Smart Invest 's legal rights and remedies, and shall not be held to preclude and/or debar it from exercising or seeking any of the same. **Severability:** Should any provision herein be deemed void or invalid by any court of law having proper jurisdiction, such provision shall be severed, and shall not in any way vitiate or detract from the effect and/or validity of any or all remaining provisions herein. This means that if a specific article in these Terms and Conditions is ruled by a competent court as unenforceable for any reason, then such ruling shall only apply to the respective specific articles or provisions and not to this entire agreement. **How to**

Contact Us: Should you have other questions or concerns, please contact us anytime. **DEPOSIT AND WITHDRAWAL POLICY (WD POLICY)** Trading in any investment opportunity that may generate profit requires Smart Invest 's customers to deposit money on their online account. Profits may be withdrawn from the online account. Deposits and withdrawals are regulated by this WD policy as well as the generally applicable terms and conditions. **DEPOSITS** You, the Client, have to perform all the deposits from a source (e.g. single bank account). If you want to start trading, you should make sure this account is in your country of residence and in your name. In order to certify that a SWIFT confirmation is authentic, it has to be sent to Smart Invest to confirm the origin of the money which will be used for trading. If you don't comply with this WD policy, you may be prevented from depositing the money via Bank/Wire Transfer. If you did not login and traded from your account within three (3) months, your Account will be subject to a deduction of 10% each month. **WITHDRAWALS** According to generally acceptable rules and regulations, withdrawals must be performed only through the same bank account or credit/debit card that you used to deposit the funds. Unless we agree otherwise, withdrawals from the Account may only be made in the same currency in which the respective deposit was made. In addition, when you deposit or withdraw money for trading purposes using alternative payment methods, you should be aware that additional fees and restrictions may apply. Withdrawals are subjected to withdrawals processing and handling fees. Those fees will be deducted from the transferred withdrawn amount. The fees schedule is available on Smart Invest . Without derogating of the foregoing, Smart Invest may execute withdrawals to a different facility than the one used for the deposit, subject to Anti Money-Laundering regulations. Furthermore, when it comes to withdrawals, Client may be required to present additional information and documents. **NON-DEPOSITED FUNDS** Funds appearing on Clients' account may include agreed or voluntary bonuses and incentives, or any other sums not directly deposited by the Client or gained from trading on account of actually deposited funds ("Non-Deposited Funds"). Please note unless otherwise explicitly agreed, Non-Deposited Funds are not available for withdrawal. Further, due to technical limitations, Non-Deposited Funds may be assigned to Client's account in certain occasions (for example, for the technical purpose of allowing the closing of positions or an indebted account). Without derogating from the abovementioned, bonuses issued to Client by Smart Invest may only be withdrawn subject to execution of a minimum trading

volume of 30 times the deposit amount plus the bonus issued ("Minimum Trading Volume").

SUBMITTING A WITHDRAWAL REQUEST In order to process your withdrawal request, you must: Print the [withdrawal.pdf] form. Client will log in to his account through the website, click on withdrawal, fill up the information and fill up the withdrawal form. Sign the printed form. Send the form to us via e-mail as a scanned image (JPG, GIF, PNG, non-password protected PDF) to. All compliance documentation must have been received and approved by Smart Invest's compliance officer in order to proceed with the withdrawal. Beneficiary Name must match the name on the trading account. Requests to transfer funds to third party will not be processed. Important: Account holder is required to monitor account regularly, and ensure that available margin exists in the account prior to submitting this request, as such withdrawal may have an impact on existing open positions or trading strategy used.

TYPICAL WITHDRAWAL PROCESSING TIME The time it takes for the money to reach your credit card or bank account that has been used to deposit funds may vary (usually up to five business days). Note that it might take longer for withdrawals to bank accounts due to the additional security procedures in force. The request will generally be processed by Smart Invest within 2 to 5 working days of receipt. In order to avoid any delays please review your information carefully before submitting your request. Smart Invest assumes no responsibility for errors or inaccuracies made by the account holder. Corresponding withdrawals will take 3 to 5 working days to process. Smart Invest cannot monitor and is not responsible in any way for the Client's Credit Card Company or bank's internal procedures. Client must follow up with the credit card or respective bank independently. Funds are released to your credit account once your credit card merchant has debited the funds from our account. This process may take up to 2-14 working days or more to reflect on your credit card account balance. If you do not have online access to your credit card, it should appear on the next billing statement(s) depending on your card's billing cycle. Please note clearly that we are not committed to any time frame and that any additional charges imposed by third parties shall be deducted from the deposit or the withdrawal, as applicable. Additional Charges: If the receiving bank uses an intermediary bank to send/receive funds, you may incur additional fees charged by the intermediary bank. These charges are usually placed for transmitting the wire for your bank. Smart Invest is not involved with and nor has any control over these additional fees. Please check with your financial institution for more information. **CREDIT/DEBIT CARDS** For Credit card deposits, when you choose an account in a different currency than USD (United States Dollar), your credit card will be debited properly in accordance with amount deposited and the applicable exchange rates. In addition to the exchanged sum deposited, additional credit cards fees may apply (as a result, in such cases you may notice discrepancies between the sum of deposit and the sum charged on your credit card). Customers must accept these slight variations that can occur and won't try to charge this back. If you have used a credit card to deposit money, performed online trading and decide to cash in on your winnings, the same credit card must be used. Amount of withdrawal per credit card is only allowable to an equal amount of money deposited per credit card or less. Greater amounts must be wire-transferred to a bank account. **CURRENCY** Your Account may comprise of different currencies.

These will be subject to the following conditions: We may accept payments into the account in different currencies and any payments due to or from us and any net balances on the account shall be reported

by us in the respective currency; The account is maintained in PLN, US Dollars, Euro ("Base Currencies") and any other currency will be converted at the exchange rate existing at the point of conversion ("Exchange Rate"); if the Client send funds in another currency than his account's currency, we will apply an exchange rate to our discretion. We will generally settle trades or perform any required setoffs and deductions in the relevant currency where the account comprises such currency ledger, save that where such currency balance is insufficient, we may settle trades in any currency using the Exchange Rate. ADDITIONAL CONDITIONS Please note this policy cannot be exhaustive, and additional conditions or requirements may apply at any time due to regulations and policies, including those set in order to prevent money laundering. Please note any and all usage of the site and services is subject to the Terms and Conditions, as may be amended from time to time by Smart Invest , at its sole discretion. For queries concerning policy matters, please contact us anytime.

RISK DISCLOSURE AND RISK DISCLAIMER POLICY Smart Invest strives to provide its customers with the best tools for trading, including introductory guidance for the live trading environment. Smart Invest does not manage or advise on investments. Smart Invest allows you to trade in highly speculative investments which involve a significant risk of loss. Such trading is not suitable for all investors so you must ensure that you fully understand the risks before trading. You accept that the transactions you perform with Smart Invest may involve financial instruments that are not: Traded on any stock or investment exchange; Readily realizable investments. Risks associated with the services include: All investment is subject to risk and the degree of risk is a matter of judgment and cannot be accurately pre-determined. Trading in Financial Instruments is generally regarded as involving a high degree of risk compared with other common forms of investment such as recognized collective investment schemes and debt and equity securities. We give no warranty or promise as to the performance or profitability of your Account with us or your investments or any part thereof. The value of investments and the income derived from them can fall as well as rise and is not guaranteed.

FOREX IS HIGHLY SPECULATIVE, CARRIES A HIGH LEVEL OF RISK AND MAY NOT BE SUITABLE FOR ALL INVESTORS. CLIENT MAY SUSTAIN A LOSS OF SOME OR ALL OF CLIENT'S INVESTED CAPITAL; THEREFORE, CLIENT SHOULD NOT SPECULATE WITH CAPITAL THAT CLIENT CANNOT AFFORD TO LOSE. CLIENT SHOULD BE AWARE OF ALL THE RISKS ASSOCIATED WITH TRADING ON MARGIN. CLIENT HEREBY CONFIRMS THAT HE IS KNOWLEDGABLE AS FOR THE ABOVEMENTIONED RISKS. Due to the high risk nature of trading, we explicitly do not make any EXPRESS OR IMPLIED warranties or guarantees that you will make any profit or that you will not lose any OR all of your DEPOSITED investments. Further, Smart Invest is not responsible for the accuracy of information or content provided by third parties, including site and information linked to or presented in this website. Please note any and all usage of the site and services is subject to the Terms and Conditions, as may be amended from time to time by Smart Invest , at its sole discretion. There is a possibility that you may sustain a partial or total loss of your investment funds when trading. Even if you make money, you should be aware that the market can quickly turn. Never trade with more than you can afford to lose.

ACCEPTABLE USE POLICY [AUP] Important: You are hereby advised that any breach of this acceptable

use policy or otherwise manipulating, abusing or exploiting Smart Invest 's online trading services offered to the public, may result in significant monetary and other damages to Smart Invest and/or third parties, including other users and traders like yourself, and Smart Invest shall be entitled to seek any remedy available to it hereunder or under law, including an injunctive RELIEF. Without derogating of the provisions of the following Acceptable Use Policy, any of the following activities are explicitly prohibited and shall be deemed fundamental breach of the Terms of Service Agreement: Unauthorized automated access to the services and systems. Latency exploitation in trading. Coordinated trade through multiple accounts (including trading in tandem). Any reverse engineering of the software or the services. Scope Of AUP

1.1. The AUP Applies To All Systems And Services Offered By Smart Invest , Without Exceptions.

1.2. The AUP Applies To Everyone, Including All Clients, Users And Visitors ("User" Or "You").

1.3. The prohibited activities and]Uses Set Out In This AUP Are Not A Complete List. If you are unsure about any Contemplated Action You Should Contact Smart Invest Immediately. Automated Access

2.1. You May Not Use, Under Any Circumstances, Any Software Which Automatically Accesses Or Operates OnFx203 's Systems, Websites Or Systems, Unless Such Software Is Officially Provided By Smart Invest . Prohibited Activities

3.1. Smart Invest Shall Not Use, And Will Take Reasonable Actions To Ensure That No User Or Third Party Shall Use Its Systems In Any Of The Following Ways:

3.1.1. Fraudulently Or In Connection With Any Criminal Offense.

3.1.2. To Send, Knowingly Receive, Upload, Download, Or Use Any Material Which Is Offensive, Abusive, Indecent, Defamatory, Obscene Or Menacing, Or In Breach Of Copyright, Confidence, Privacy And/Or Any Other Rights.

3.1.3. To Cause Annoyance, Inconvenience Or Anxiety.

3.1.4. To Spam Or To Send Or Provide Unsolicited Advertising Or Promotional Material Or, Knowingly To Receive Responses To Any Spam, Unsolicited Advertising Or Promotional Material Sent Or Provided By Any Third Party.

3.1.5. In Any Way Which, InFx203 Reasonable Opinion, Is Or Is Likely To Be Detrimental To The Provision Of The Smart Invest Service To The Company Or Any Of Smart Invest 's Or Its Shareholders' And/Or Affiliates' And/Or Directors And/Or Lawyers And/Or Trustees And/Or Bankers And/Or Customers And/Or Business And/Or Reputation.

3.1.6. In Contravention Of Any Licenses Or Third Party Rights.

3.1.7. To Attempt To Interfere With Any Smart Invest Service To Any User, Host Or This Includes

Without Limitation:

3.1.7.1. Flooding Of Networks;

3.1.7.2. DOS (Denial Of Service) Attacks Of Any Sort;

3.1.7.3. Deliberate Attempts To Overload A Service And Attempts To Crash A Host;

3.1.7.4. Any Attempt To Abuse, Manipulate Or Benefit Of An Error, Software Bug, Security Backdoor Or Breach, Latency Differences;

3.1.7.5. Resale Of Services;

3.1.7.6. Any Sort Of Automated, Cooperative Or Multi-User Operation (Explicitly Including Tandem-Trading) To Circumvent Or Exploit The Services Or Systems;

3.1.7.7. For Transmitting E-Mails, Code Or Files Which Contain Computer Viruses Or Corrupted Data Or Trojan Horses Or Tools Which Compromise The Security Of Web Sites Or User Data. This Explicitly Includes Spyware And Malware Of Any Sort.

3.2. You Acknowledge And Agree That The List Of Prohibited Activities Set Out In Clause

2.1 Is A Non-Exhaustive List. Smart Invest Reserves The Right To Cancel Any Deal And/Or Hold And Offset Any Funds And/Or Demand Any Fund Or Right Due To unacceptable Use Of Its Services, Taking Advantage Of Mistakes Or Abusing Its Systems.

3.3. You Will Not Allow Use Of The System Or Access To Any Person Who Is Not A Client And Will Not Copy, Distribute, Publish, Transmit, Display, Modify, Prepare Derivative Works Based On, Report Or Otherwise Use The System In Whole Or In Part For The Use Of Any Other Person.

3.4. The Trademarks And Logos Displayed On The System Are Registered Trademarks Of Smart Invest And/Or Respective Persons. Any Use Of Such Trademarks May Only Be Allowed After The Written Consent Has Been Obtained. Network Security

4.1. You Shall Not:

4.1.1. Violate Or Attempt To Violate Smart Invest 's Security Or Attempt To Interfere Or Interfere With Smart Invest 's Networks, Authentication Measures, Servers Or Equipment.

4.1.2. Attempt To Circumvent User Authentication Or Security Of Any Host, Network Or Account Which Includes Accessing Data Not Intended To The Recipient, Logging Onto A Server Where Access Is Not Authorized Or Probing The Security Of Other Networks.

4.1.3. Attempt To Gain Access To Any Account Or Computer Resource Not Belonging To You Through Smart Invest System And/Or Services. Violation Of This AUP

5.1. Smart Invest Shall Be Entitled To Take Organisational, Automated And Discretionary Measures To

Ensure Compliance With This AUP And All Other Rules And Policies By All Users.

5.2. Any Right Of Smart Invest Hereunder, Explicitly Including The Right To Impose A Sanction, Shall Not Be Deemed As To Obligate Smart Invest In Any Way To Exercise Such Right (Or Impose Such Sanction).

5.3. Failure To Exercise Any Right Of Smart Invest Herein Shall Not Be Deemed A Waiver Of Such Right, Including The Imposition Of A Specific Sanction.

5.4. Smart Invest May Stop Any Person From Accessing The System And May Take Such Adequate Measures As Smart Invest Deems Necessary To Prevent Such Access, If Smart Invest Becomes Aware Of Any Circumstances Which Give Reason To Believe That A Login Is Being Misused.

5.5. If You Or Any Other Person Violate Any Term Of This AUP, Smart Invest May, Without Notice To Smart Invest And Without Any Liability To Smart Invest And/Or Its Clients And/Or Any Other Party:

5.5.1. Require Clarifications, Authentications, Documentations Or Other Proof Or Details Relevant To An Investigation.

5.5.2. Prevent Client Access To The System For Good Cause At Its Discretion.

5.5.3. Repair, Rectify And/Or Rollback Client's Transactions To Perform Restitution For And By Smart Invest 's Or Third Party.

5.5.4. Offset, Deduct And/Or Confiscate Funds And/Or Information As Required At Its Discretion In Accordance With Law And/Or Any Court Order Or Instructions From A Competent Investigative Or Law Enforcement Authority.

5.5.5. Suspend Or Terminate Smart Invest 's Use Of Its Systems And/Or Service; Or

5.5.6. Take Any Action As It Considers Appropriate. For The Avoidance Of Doubt, The Exercise By Smart Invest Of Its Rights Hereunder Will Not Require Smart Invest To Compensate The User For Loss Of Access To The Smart Invest System And Service.

5.6. A Violation Of This AUP By A Person Having Only Indirect Access To The Smart Invest Service Through You, Will Be Considered A Violation By You, Including Whether Or Not The Violation Was In With Your Knowledge Or Consent. You Are Responsible For Any And All Actions Of Its Clients To Whom It Directly Or Indirectly Provides Its Services.

5.7. Smart Invest May Cooperate With System Administrators Or Other Network Or Computing Services Providers To Enforce This AUP Or A Policy Of Another Provider.

5.8. Smart Invest May Involve, And Will Cooperate With, Law Enforcement If Criminal Activity Is Suspected. Additional conditions Please note this policy cannot be exhaustive, and additional conditions or requirements may apply at any time due to technological changes, experience, regulations and policies, including those set in order to prevent money laundering. This AUP is subject to change at

Smart Invest 's sole discretion at any time and any change is effective when posted on Smart Invest 's website or otherwise made known to Smart Invest Please note any and all usage of the site and services is subject to the Terms and Conditions, as may be amended from time to time by Smart Invest , at its sole discretion. For queries concerning policy matters, please contact us at anytime.