MISHOV MARKETS CLIENTS AGREEMENT

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1.
Introduction

The followings are the terms and conditions of MISHOV MARKETS, with the registration number (2023-00616) operating under the commercial name of MISHOV MARKETS (hereinafter referred to as "the Company" or "we"), providing you as a customer (from now on referred to as "you," "user," or "customer") with access to its website and services (referred to as "the Agreement," "User Agreement," or "Online Services Agreement"). This Agreement outlines the terms, conditions, and risks applicable to your use of our services available under the domain and subdomains of www.mishovmarkets.com.

If you have any questions regarding this Agreement, please contact our customer support department.

2.
Terms and Conditions Agreement

Before becoming a customer of MISHOV MARKETS, you must read, agree to, and accept all the terms and conditions outlined in this User Agreement, including those explicitly stated below and the incorporated referrals, without any modifications.
Through having access by signing the agreement, ticking the acceptance box, or using our website and services in any manner, you agree to completely accept and adhere to the terms and conditions of this Agreement.

This Agreement becomes effective upon acceptance during registration for new customers.
This Agreement has been valid for all users since 30. Jul 2016.

3.
Disagreement to Terms and Conditions

If you disagree with any of the terms and conditions of this Agreement, do not use or access our services. Furthermore, notify us through writing.

4.
Annexation

MISHOV MARKETS may amend or revise this Agreement at any time and you agree to be subject to any such future revisions. Any significant changes will be announced by posting the updated version on our website, along with the date of the latest revision. Please note that the possibility of the inability to officially announce changes will not prevent the implementation of new rules.

5.
Online Services Agreement

This Online Services Agreement is made between MISHOV MARKETS on one side and you on the other.

This Agreement refers to the website, the company app, the MISHOV MARKETS dashboard, and trading platform, including electronic or software content currently available on the website that provides customers with real-time information on the rates of certain currencies, as well as software capabilities for executing trading transactions in the foreign exchange market through the web, phone, or other means (hereinafter referred to as "Services" or "Market"), and any features, content, or services that the Company may add in the future.

6.
Membership Terms

6.1. Access to Services

Our services are available and accessible only to individuals or entities who can enter into legally binding contracts under the applicable laws of their country of residence. Without limiting the foregoing, our services are not available to individuals under the age of 18, individuals below the legal age, or those who cannot enter into legally binding contracts under the applicable laws of their country of residence ("Minors" or "Prohibited Persons"). If you are a Minor, you cannot use our services. Please refrain from using our services if you are not eligible. We will not be liable for any unauthorized use of our services by Minors in any manner or form.

Important Notice:
Currently restricted countries and regions announced on our website or communication channels cannot enter a legally binding contract or access Mishov Markets services.
Additionally, neither citizens nor residents of the Republic of Türkiye can access or enter a legally binding contract with Mishov Markets.

6.2. Financial Experience and Knowledge

Additionally, our services are available and accessible only to individuals who possess sufficient experience and knowledge in financial matters to assess the benefits and risks of entering into financial contracts through these services, and who do so without relying directly on any information available on this site. Without "minimizing" the importance of the foregoing, we are not responsible for verifying or assessing whether you have adequate knowledge or experience, nor will we be liable for any damages or losses resulting from insufficient knowledge or experience on your part. If you are not qualified please do not use our website, services, or other infrastructure.

6.3. Investment Advice

The execution of any contract or transaction by MISHOV MARKETS does not constitute a recommendation or endorsement of its beneficiary or that it is suitable for you, and should not be construed as such. Without limiting the foregoing, our services are not available where their use is illegal, and the Company reserves the right to refuse or cancel services to anyone at its sole discretion.

7. Legal Limitations

7.1. Legality

Without limiting the foregoing, you understand that financial contract regulations vary worldwide and it is solely your responsibility to ensure full compliance with any laws, regulations, or guidelines related to your country of residence regarding the use of the website. For the avoidance of doubt, actual access to our site does not imply that our services or your activities through it are legal under the laws, regulations, or guidelines of your country of residence.

7.2. Access Restriction

This website and its services do not constitute an offer or solicitation to individuals for whom such activities are prohibited by their jurisdiction. It is inaccessible to any person for whom making such an offer or solicitation is illegal for any reason and should not be used for such purposes. Access to this website and its services, including the provision of financial contracts by us, may be restricted in certain jurisdictions. Therefore, users accessing this site are required to be aware of and comply with such restrictions.

7.3. Source of Funds

You hereby declare that the funds invested in your account with the company are not derived from drug trafficking, money laundering, kidnapping, or any other criminal activities and that investing or trading with those funds does not violate the laws of your country of residence.

7.4. Non-Transferability of Rights and Obligations

You cannot assign any of your rights or transfer any of your obligations under this agreement to another person without the prior written consent of MISHOV MARKETS.

8.
Rights and Remedies

The rights and remedies outlined in this agreement are cumulative and do not exclude any rights or remedies provided by law. Additionally, any delay or failure by MISHOV MARKETS to exercise any right, power, or remedy provided by law or under this agreement, or any partial or inadequate exercise of such rights, powers, or remedies, shall not: Limit or prevent the further exercise of such rights, powers, or remedies; or be deemed a waiver of such rights, powers, or remedies.

9.
Limited License

9.1. MISHOV MARKETS grants you a personal, non-exclusive, non-transferable, and limited license to access and use its website, dashboard, platforms, software, and internet infrastructure. This license is conditional upon your continuous compliance with the terms and conditions of this agreement.

9.2. You agree not to deep-link (create direct links to internal pages, unless you are our partner) to the website, resell the website, grant access to it to others, or copy any content that appears on the website for resale or any other purpose without the prior written consent of MISHOV MARKETS. Without any doubt, you will be responsible and liable for any unauthorized use of the site and its associated infrastructure.

9.3. You agree to use the information received from MISHOV MARKETS' information systems solely to conduct transactions within and through the MISHOV MARKETS website and the company's affiliated infrastructure.
Additionally, you agree not to use any electronic communication features of our services for any purpose that is illegal, harmful, offensive, invasive of others' privacy, harassing, defamatory, insulting, embarrassing, obscene, threatening, or hateful.

9.4. The license granted under this agreement will terminate if MISHOV MARKETS deems that any information you have provided, including your email address, is no longer current or accurate, or if for any reason you do not comply with any term or provision of this agreement and all applicable laws and guidelines of any service. In the event of such a violation, you agree that your access to the company's services will be terminated.
You agree that MISHOV MARKETS may, at its discretion and with or without prior notice, suspend your access to any or all of the company's services and can remove or make inaccessible the information or content available in your service.

10.
Communications

Any communication or material of any kind that you send to us via email or through other means of the services, including information, data, questions, comments, or suggestions (your communications), will be considered non-exclusive and non-confidential (unless otherwise stated for a particular service). By accepting this agreement, you grant MISHOV MARKETS authorization to use your communications in any manner, whether on the website and its affiliated infrastructure or elsewhere, without any liability or obligation to you.

MISHOV MARKETS may use ideas, concepts, technical knowledge, or information contained in your communications for any purpose, including the development and marketing of products.

MISHOV MARKETS is authorized, but not obligated, to review or retain your communications. MISHOV MARKETS may monitor your communications to assess the quality of the services you receive, your compliance with this agreement, the security of the website, or for other reasons. You agree that such monitoring activities do not entitle you to any right to complain or any other right concerning how MISHOV MARKETS monitors your communications. MISHOV MARKETS will not be liable for any costs, damages, expenses, or any other liabilities as a result of MISHOV MARKETS' monitoring activities.

11.
Identity Verification (KYC) Requirements

To assist governments in combating terrorism financing and money laundering, applicable regulations require all financial institutions to obtain, verify, and record identification information for every person who opens an account. This means that when you open an account, we will ask you to provide your name, address, date of birth, and other information that allows us to identify and verify you. We may also request to see your passport, driver’s license, or other identification documents. We may verify your identity using electronic verification databases or request you to confirm the documents you have provided.

12.
Registration Requirements and Information

When you register for services, MISHOV MARKETS may require you to provide specific identification information. You agree to provide true, accurate, current, and complete information about yourself during the registration process, and you also agree not to impersonate any individual or entity, misrepresent any affiliation or any individual, entity, or organization, usage of false headers, or otherwise conceal your identity from MISHOV MARKETS for any purpose. If you are registering as a business entity or on behalf of a business entity, you hereby represent that you have the authority to bind that entity to this agreement.

MISHOV MARKETS will utilize the information you provide to the company in accordance with the regulations presented during the registration process and in its privacy policy.

During the registration process, you will be asked to choose a username and password that you will use each time to access the website and its associated infrastructure. For your own security and that of other users, you should not share your registration information (including your password and username) with any individual or business entity for any purpose, including facilitating unauthorized access to and use of the services. You are responsible for all actions or faults that occur on the website and its associated infrastructure through the use of your registration information.

If you believe that someone has used or is using your registration information, username, or password to access any services without your authorization, you must immediately notify our customer support department.

13.
MISHOV MARKETS Pledges

MISHOV MARKETS provides instant responses for your financial information and support. Additionally, our customer support is available 24/7 with replies within one hour. We offer informational and technical support 5 days a week, from 22:00 GMT on Sunday to 22:00 GMT on Friday, excluding public holidays in the USA, and Europe.

MISHOV MARKETS will make every effort to execute all your trading orders, register your orders, and complete them, and will provide necessary reports upon your request and when there are no technical issues involved.

MISHOV MARKETS will provide the following online reports based on the standard capabilities of the trading platform:

- Statement: A report that shows your account balance and previous financial transactions up to that point.
- Closed Positions: A report showing the trades and financial transactions of closed positions in your account.
- Activity Report: A report detailing account access activities on your web account.
- Monthly Report: A report showing all transactions in your account for each specific month.

14.
Tax Collection

You acknowledge, understand, and agree that MISHOV MARKETS does not collect taxes in any form or for any authority, except where required by law. In such cases, MISHOV MARKETS is authorized to deduct taxes requested by a tax authority or other competent authorities from any funds held in your account or your funds held with MISHOV MARKETS on your behalf. Without limiting the foregoing, it is solely your responsibility to calculate and pay all applicable taxes in your country of residence or as a result of your trading activities using the company's services. Full responsibility in this regard rests with you.

15.
Privacy Statement

MISHOV MARKETS places a high priority on protecting the privacy of its clients and safeguarding their information. We store and process your information on servers located in secure environments. These computers are protected by physical and technological security measures. If you disagree with how your information is handled, please refrain from using our services.

We do not sell or rent your personal information to third parties for any purpose without your explicit consent, and we will only use your information solely following what is outlined in our privacy policy.

16.
Disclaimer and Compensation

You agree to compensate and hold harmless MISHOV MARKETS and its affiliates, representatives, employees, and licensors (including third-party providers) from and against all actions, claims, demands, lawsuits, damages, costs, charges, and expenses incurred arising from any communications or operations related to or resulting from your breach of this agreement, as well as any applicable laws or regulations or the rights of any other person, or any misrepresentation made by you, or any termination of your warranties.

MISHOV MARKETS, its managers, CEOs, or employees are not liable, except as specified in this agreement, for any loss of profits or the invested funds by you, or any special, consequential, or incidental damages arising from our website and other infrastructures, our services, or this agreement (whether due to negligence or otherwise).

The liability of MISHOV MARKETS, its directors, executives, or employees to you or any third party under any circumstances is limited to the amount of money that you have deposited into your account at MISHOV MARKETS. It is important to note that you have the possibility of losing part or all of your invested funds through your transactions.

17.
Risk Statement

17.1. You agree to use our services at your own risk. Without limiting the above, the financial services available on this site, the company's infrastructure, and other services are only suitable for clients who are capable of bearing the loss of all the money they invest, understand the risks involved, and have experience in accepting the risks associated with financial contracts.

The prices of trading items are highly volatile and predicting them is very difficult. Given such volatility, in addition to commissions, the overnight holding costs, and the spreads that MISHOV MARKETS adds to all calculations and prices, no financial contract purchased or other services provided on our website and other infrastructures can be considered a safe trade.

Due to the full connection of trading accounts to financial markets, the customer's losses may exceed the amount deposited into the company's account. Therefore, if this happens, the customer is obligated to pay the excess loss over the initial balance in full to the company. In this regard, if applicable, the company is authorized to withdraw the mentioned amount from other accounts belonging to the customer.

17.2. Stop Loss Orders will not necessarily be executed at the rate specified by the customer or exactly at the amount of loss stated by the customer. Instead, the closest price available from the market and liquidity providers will be the final criterion. A transaction of this nature will be executed as soon as a distinct rate is found in the financial information systems, which matches either the company's spread or the order placed by the customer.

The calculation of withdrawal (or deposit/withdrawal amount) for financial contracts on this site and its affiliated infrastructures at the time of buying or selling a financial agreement is based on the company’s best estimate of market prices and the expected current international rates, implied volatility, and other market conditions during the life span of this financial contract. This calculation involves a spread in favor of the company.

17.3. The price of financial contracts (or the amount of payment) provided to customers trading on market prices or stock indices, CFDs, etc. may differ significantly from the prices available in the primary markets where the contracts are traded, due to the spread in favor of the company, swaps, and similar costs included in the above-mentioned price calculation system.

The company does not provide a market for investing or trading between customers. Each financial contract purchased by a customer through this site and its affiliated infrastructures is an individual agreement between that customer and the company and is not transferable, negotiable, or assignable to a third party.

18.
Market Information

MISHOV MARKETS may, through one or more of its services, provide you with a range of financial information that has been produced internally or obtained through agents, vendors, or business partners (hereinafter known as "third-party providers"). This information includes, and is limited to: financial market data, spot prices, News, analyst opinions and Research reports, charts, or data (collectively known as "market information").

The market information provided on these web pages, trading platforms, and affiliated infrastructures is not intended as investment advice. MISHOV MARKETS neither confirms nor denies this information and provides it solely as an additional tool to facilitate your trading. MISHOV MARKETS and its third-party providers do not guarantee the accuracy, timeliness, completeness, or proper order of market information and do not warrant any results from your use or reliance on this information. Market information may become unreliable quickly due to various factors, including changes in market or economic conditions. Neither MISHOV MARKETS nor its third-party providers are obligated to update any information or opinions contained in the market information, and we may cease providing market information at any time without prior notice.

You agree that neither MISHOV MARKETS nor its third-party providers shall be liable in any way for the termination, interruption, delay, or inaccuracy of any market information. You are not permitted to create deep links to market information, republish it, or facilitate its republishing, nor are you allowed to provide access to this information to anyone not authorized by MISHOV MARKETS.

19. Access and Use of the Website and Trading Platform

19.1. You are responsible for providing and maintaining the necessary tools to access the website and its associated infrastructure. These tools may include, but are not limited to, personal computers, modems, phones, or any other communication lines. You are responsible for paying all costs associated with access and services necessary to connect to the website and its associated infrastructure, and you bear all expenses arising from accessing such systems. Additionally, you are responsible for all risks related to the use and storage of information on your personal computer or any other computer you use to access the website and its services and associated infrastructure (hereinafter referred to as “computer” or “your computer”).

19.2. You confirm and warrant that you have taken, intend to take, and will maintain the necessary measures for the security and control of access to your computer, including protection against computer viruses or other harmful or inappropriate materials, devices, information, or data. You agree that MISHOV MARKETS will not be liable to you in any way for the malfunction, damage, or destruction of your computer systems, data, or records, or for any delays, damages, errors, or deletions arising from the malfunction or mismanagement of any telecommunications or computer equipment or software. You will not directly or indirectly transfer any computer virus or other harmful or inappropriate materials or devices to MISHOV MARKETS or any of MISHOV MARKETS' online service providers and will not expose them to such materials.

The completion of a financial contract occurs when the contract is personalized, the payment amount (or margin, as applicable) is calculated, and the payment is confirmed. You agree to take full and personal responsibility for the settlement of any transaction under your account with the company. You are responsible for ensuring that access to your account is controlled and that no minor or other unauthorized person has access to trading on the website and its associated infrastructure using your account. In any case, you take full responsibility for all trading positions in your account, any credit card transactions, or any other type of transaction including, but not limited to, cash/credit/cryptocurrencies/intermediary parties, etc., on the website and its associated infrastructure for your account. You agree to fully indemnify the company for any costs and damages that may be incurred directly or indirectly as a result of your failure to perform or settle such transactions.

19.3. You agree that if any financial contract is purchased or sold at a price that does not reflect market prices or due to a programming error, defect, glitch, or undetected fault in the website's software and its associated infrastructure (hereinafter referred to as "error") leading to an unusually low-risk price ("incorrect pricing"), MISHOV MARKETS has the right to cancel such transactions after notifying you of the nature of the computer error that led to the incorrect pricing, to withdraw any potential proceeds from it, and even if determined, to revoke the customer's right to trade.

You are required to report any issues, errors, or potential system defects you experience to the company.

20.
Unauthorized Activities

You agree and acknowledge that you will not use our products and services for any unauthorized activities. "Unauthorized activities" refer to any actions, including but not limited to:

- Money laundering, fraudulent activities, arbitrage, trading based on off-market prices, or any activity involving buying products and financial transactions in one market for immediate resale in another market to profit from price differences or price errors.
- Simultaneous trading across multiple accounts by one trader or multiple traders in coordination.
- Unnecessary internal/external risk hedging.
- High-volume and unnecessary trading.
- Abuse of our "Guaranteed Stop Loss" feature.
- Use of fake identifiers.
- Trading patterns such as risking the entire trading capital in large and one-sided trades.
- Excessive use of leverage.
- Use of electronic IP identifiers similar to other users.
- Specific patterns in deposit and withdrawal transactions.
- Skeptical interactions with other account holders.
- Placing opposing orders to exploit guaranteed trade completion.

Any form of exploit and misconduct related to the company's special accounts that would result in potential profits in your accounts not being achieved through standard trading.

We reserve the right to cancel or reverse any transaction that we reasonably believe involves any form of unauthorized activity, or to terminate our agreement with you immediately. In cases where such activities have resulted in immediate profit for you, we may suspend your account, deduct any losses incurred by the company and any excessive profits, and then refund any remaining balance.

21.
MISHOV MARKETS Rights

MISHOV MARKETS reserves the right to suspend or completely discontinue the operation of this website or any part or section of it and its subsidiaries. In such circumstances, MISHOV MARKETS may, at its discretion (with or without notice), settle or transfer the open financial contract of clients at a price it deems fair and reasonable at that time, and no claims related to this against the company will be accepted.

MISHOV MARKETS may, at its discretion, impose restrictions on the trading volume of customer accounts.

Contract payments by MISHOV MARKETS are determined based on the daily reported values on this website and the company's other subsidiaries and are related to trading data received from liquidity providers (LPs) by the company for financial prices. However, MISHOV MARKETS retains the right to make corrections to this data in the event of pricing errors or typographical mistakes.

22.
Force Majeure

You agree that MISHOV MARKETS is not liable to you or any other person for any force majeure events, for actions of any government or legal authority, or the failure, damage, destruction of computer systems, data, records, or any part thereof, delays, damages, errors, or deletions resulting from the failure or mismanagement of any telecommunications or computer equipment or software.

The company will be exempt from all liabilities for the partial or complete non-performance of obligations arising from this agreement, as well as for the improper performance of these obligations, if such non-performance or improper performance is due to extraordinary events occurring after the conclusion of this agreement that the concerned party could not have anticipated or prevented (natural disasters, wars, sanctions, armed conflicts, or any other events beyond the control of that party).

23.
Technical Issues

23.1. You understand that, despite the generally reliable nature of the Internet and the World Wide Web, technical problems or other conditions may delay or disrupt your access to the website and the company's associated infrastructure.

MISHOV MARKETS will not be liable for technical problems, system failures, communication line failures, equipment or software malfunctions, system access issues, system capacity problems, high internet traffic, security breaches, unauthorized access, software problems on related platforms, or similar computer-related issues and defects. You agree not to hold MISHOV MARKETS or any of its representatives or service providers responsible for such matters or attempt to do so.

23.2. MISHOV MARKETS does not warrant or guarantee that you will have access to the website and its associated infrastructure at any time or from any location, or that MISHOV MARKETS can provide services for the entire website and associated infrastructure from every geographical location.

MISHOV MARKETS does not guarantee or warrant that the website and its associated infrastructure will provide uninterrupted and error-free services. MISHOV MARKETS does not provide any warranty or obligation to the website and its content, including, but not limited to, warranties of marketability or fit for a specific purpose.

Without limiting the foregoing, MISHOV MARKETS will not be liable for the inability to execute orders and requirements due to system performance failures caused by technical defects beyond the company's control.

24.
External links (Hyperlinks)

MISHOV MARKETS may provide links to other websites that are controlled or provided by third parties. Such links to other websites do not imply endorsement, authorization, sponsorship, or affiliation with those websites, their owners, or service providers. MISHOV MARKETS urges you to ensure that you understand the risks involved in using those websites before you access, use, rely on, or purchase anything through the internet. Links to these websites are provided solely for your convenience, and you agree that MISHOV MARKETS will not be liable under any circumstances for any damage or loss arising from the use of or your reliance on any content, goods, or services available on other websites.

25.
Trademarks and Copyrights

25.1. All content, websites, platforms, company apps, trademarks, service marks, trade names, brands, logos, and icons are owned by MISHOV MARKETS or its affiliates or representatives and are protected by copyright laws and international treaties and provisions. You agree not to remove or alter any copyright notices or other indications of protected intellectual property rights from any materials you have printed or downloaded from the website and associated infrastructure of the company. You will not acquire any intangible property rights in such materials or the website and all related content and software, or any right or permission to use them other than as specified in this agreement.

25.2. Images displayed on the website are either owned by MISHOV MARKETS or used with permission from MISHOV MARKETS. You agree not to upload, transmit, reproduce, or distribute any information, software, or other materials protected by copyright or any other intellectual property rights (including rights related to reputation and privacy) without prior written permission from the rights owner and prior written consent from MISHOV MARKETS.

No part of the website's content can be construed as granting a license or right to use any trademark without written permission from MISHOV MARKETS or any third party that may own the trademarks, whether implied by estoppel, or otherwise. Your use of trademarks or any other content on the website, except as stated in this agreement, is strictly prohibited.

26.
Rule of law, Arbitration, and Jurisdiction of the Court

This agreement, taking into account mandatory requirements imposed by the laws of your country of residence, shall be governed by the laws of Saint Lucia and the Grenadines, regardless of any conflict with its legal principles. This applies regardless of where you live or transact with MISHOV MARKETS.

If any part of this agreement is deemed illegal, invalid, or unenforceable under the laws of any jurisdiction, that part shall be considered detachable and shall not affect the validity and enforceability of the remaining provisions under the laws of that jurisdiction, nor shall the legality, validity, or enforceability of that part under the laws of any other jurisdiction be in any way affected.

The parties acknowledge that electronic and magnetic records shall be recognized as evidence in resolving disputes, as they may be used to present any facts related to the obligations concerning trading operations in the forex market.

27.
Settlement of the Dispute

27.1. Internal Arbitration

You are required to formally notify MISHOV MARKETS regarding any dispute or disagreement you have with any part of this agreement.

MISHOV MARKETS will attempt to investigate and resolve any dispute or problem according to its internal complaint-handling system. You will be required under this contract to comply with all clauses and ultimately to be arbitrated by the company

27.2. External Arbitration

If a dispute or problem is not resolved according to the internal system of handling MISHOV MARKETS complaints to your consent, you do not have the right to refer it to an external reference to determine the assignment. Note that MISHOV MARKETS will have the right to any legal action to exercise its rights at any time and anywhere. So this right is exclusively one-sided and can only be tracked by the company.

27.3. Jurisdiction of the Exclusive Court

As an alternative and solely for the benefit of MISHOV MARKETS, you agree to submit to the exclusive jurisdiction of the courts located in Saint Lucia and the Grenadines, or international courts or arbitration bodies approved by the company, for resolving any disputes that may arise in connection with this agreement.

Despite these provisions, any dispute with MISHOV MARKETS may be referred to the regulatory authority or competent body in your country of residence, or other dispute resolution methods as prescribed by the laws of your country.

However, this does not prevent MISHOV MARKETS from initiating or continuing proceedings against you in any other relevant jurisdiction. Additionally, please note that all agreements and contracts you have had with the company, past and present, will be subject to the approval and validation of the company, and you will have no right to object to this. Lastly, any objection or complaint regarding the resolution of disputes between you and the company will be considered invalid and disregarded unless confirmed by the company to any competent authority in any country, and you expressly understand and accept this.

28. Disclosures

Services under this agreement are provided by MISHOV MARKETS located in Saint Lucia and the Grenadines. It is important to be fully aware of the following points:

- High Leverage Effect: In financial transactions due to the necessity of margin consumption or a relatively low guarantee compared to the total transaction, the leverage effect is very high.

- Market Volatility: As a result of the leverage effect, even minor fluctuations in the market can lead to significant gains if they align favorably, but can also lead to substantial losses if they do not.

- No Guarantee of Profitability: No system can guarantee that trading in financial markets will result in significant profits, and there is no guarantee of profitability for your trades.

- Order Execution Failures: Market conditions may occasionally make it impossible to execute one or more orders, whether limited (limit order) or market orders, at a specified price.

- Risk Limitation: The amount you can lose in a trade with limited risk will never exceed the amount you could lose in unrestricted trades.

- High Risk of Loss: Although the amount of loss may be subject to an agreed limitation, the risk of incurring a loss can be high, and such a loss can occur within a relatively short period.

- Potential for Total Capital Loss: Adverse market conditions could occur quickly and result in the complete loss of your capital.

- Mandatory Settlement of Loss-Making Trades: Since depositing additional collateral is not mandatory, MISHOV MARKETS reserves the right to settle debts without the client's consent.

- Incompleteness of Risk Information: The risk information provided here does not reflect all risks and other important aspects inherent in financial markets. Therefore, you should be fully aware of the details of trading in any market before you begin trading.

- Trading with Risk Awareness: You should enter into or close trades in financial markets only when you are fully aware of the extent of the risk and potential consequences, and have a complete understanding of the scope and limits of your rights and obligations.

29. Deposits and Withdrawal

29.1. Withdrawals and Documentation Policies

Under anti-money laundering & CTF regulations, credit card companies, cryptocurrency intermediary companies, and MISHOV MARKETS may request documents from you before processing a withdrawal. These documents must be provided, and failure to complete or inability to provide these documents may result in a complete suspension or various restrictions imposed by the company on all your accounts with the company.

Funds paid by credit card will be refunded to the same credit card according to the rules of credit card companies. Withdrawals to the bank account where the initial deposit was made by credit card will be returned to the credit card or bank account at the company's discretion. Withdrawals to a bank account may take longer due to additional security procedures.

29.2. Withdrawal Restrictions Without Trading Activity

29.2.1. Deposit Conditions

Customers of MISHOV MARKETS are required to use their deposits for trading activities in their accounts.
Any deposit made without trading activity (i.e. for the sole purpose of quick withdrawal) will be considered a violation of the rules.

29.2.2. Withdrawal Conditions

Customers must achieve a specific trading volume for each amount of deposit to be eligible to request a withdrawal. This trading volume is determined as follows:

- For total deposits up to $10,000: Minimum 2 LOTs for each $10,000 withdrawal.
- For total deposits over $10,000 up to $50,000: Minimum 10 LOTs for each $10,000 withdrawal.
- For total deposits over $50,000: Minimum 20 LOTs for each $50,000 withdrawal.

If trading is not conducted up to the specified volume, withdrawal requests will be subject to additional fees and penalties.

If MISHOV MARKETS ascertains that a customer has intentionally and solely engaged in opening and closing trades to fulfill the trading volume requirement, this behavior will be considered a violation of the rules and will not be accepted.

29.3. Withdrawal Fees for Accounts Without Trading Activity

If a withdrawal request is made without conducting trading activities within the specified range, upkeep, and financial transfer fees will be the responsibility of the customer.

These fees will include the following percentages of the withdrawal amount:

- For deposits up to $10,000: 5% of the withdrawal amount or $500, whichever is greater.
- For deposits up to $50,000: 7% of the withdrawal amount or $3,500, whichever is greater.
- For deposits over $50,000: 9% of the withdrawal amount or $4,500, whichever is greater.

29.4. Restrictions and Fines

MISHOV MARKETS reserves the right to deny a withdrawal request until sufficient trading has been conducted.

In cases of repeated such behavior, the customer's account may be suspended or the collaboration be terminated.

The reference detecting the violation of these rules and regulations will be merely the financial unit of MISHOV MARKETS and the customer will not be entitled to any objection.

29.5. Credit Card Deposits Difference

When choosing a base currency other than US dollars for your account, the amount withdrawn from your credit card may differ slightly from the initial deposit amount due to fluctuations in exchange rates and fees imposed by credit card companies. You acknowledge that such changes may occur and confirm that you have no objections or claims regarding this issue.

29.6. Considerations of Bank Deposits

When depositing via bank transfer, under anti-money laundering & CTF regulations and requirements, you are required to use only a bank account in your name from the country of your residence.

A valid SWIFT confirmation, indicating the origin of the funds, must be provided to MISHOV MARKETS. Failure to provide such a SWIFT confirmation may result in the return of the deposited amount and consequently, prevent the transfer of funds to your MISHOV MARKETS account. Any withdrawal of funds from your MISHOV MARKETS account to a bank account can only be made to the same bank account from which the initial funds were received.

29.7. Alternative Payment Methods

When depositing funds using a method other than credit cards or banks (such as online payment service providers, money transfer services, etc.), you agree and commit to comply with the regulations and rules of such services, including fees and other restrictions. MISHOV MARKETS may, at its discretion and under anti-money laundering & CTF laws, process withdrawals using a method different from the one used for your initial deposit.

29.8. Crypto-Currencies Deposit and Withdrawal Policies in MISHOV MARKETS

When depositing funds using a method other than credit cards or banks (such as online payment service providers, money transfer services, etc.), you agree and commit to comply with the regulations and rules of such services, including fees and other restrictions. MISHOV MARKETS may, at its discretion and under anti-money laundering & CTF laws, process withdrawals using a method different from the one used for your initial deposit.

29.8.1. Deposit Procedure for Crypto-Currency

MISHOV MARKETS does not handle transfers from third parties. If we receive funds from a third party's account, we will refund them to the sender. The customer will be responsible for any transfer fees.

29.8.1.1. If a conversion is necessary, it will be performed at MISHOV MARKETS' standard rates. When we receive your deposits, we will convert them depending on the current rates. Conversions for withdrawals, deposits, and account-to-account transfers will occur at the rates that apply when your money is debited from your account. Please be aware that the amount displayed in the "Amount to be Credited" column may differ from the amount actually credited to your account.

29.8.1.2. Keep in mind that the wallet address code is only valid once and only for 15 minutes. To acquire your new one-time wallet address code, you must first initiate a new transaction for each deposit. Failure to do so will result in funds not being credited to your account.

29.8.1.3. If you make an improper transfer or pick the wrong cryptocurrency network, funds will not be credited to your account. In case of an incorrect transaction, MISHOV MARKETS will not be liable, but if MISHOV MARKETS decides to follow up, the cost of the services will be applied and the amount will be decided solely by MISHOV MARKETS. The sender will be responsible for any additional converting expenses as well.

29.8.1.4. The minimum deposit amount is indicated on the payment page for each individual currency.

29.8.1.5. The exact amount to be received will be updated as soon as the transfer achieves the required number of confirmations on the chosen blockchain network.

29.8.1.6. When transmitting cryptocurrency, the blockchain network charges an extra fee, which varies depending on the network of the chosen cryptocurrency and will be deducted from the users' personal wallets before the transaction is executed. This transaction fee is beyond the control of MISHOV MARKETS, and the company doesn't have any responsibility in this regard.

29.8.2. Withdrawal Procedure for Crypto-Currency

Transfers to third-party accounts are not permitted. The recipient's name must exactly match the name provided while registering for a personal account at MISHOV MARKETS.

29.8.2.1. At any moment, MISHOV MARKETS may request users to provide a screenshot of the wallet they have registered as the destination for the funds, in order to verify the recipient's wallet address. This image must include the full blockchain wallet address listed on the MISHOV MARKETS website as the recipient's address. The user must upload this image to their account in the MISHOV MARKETS dashboard.

When submitting a withdrawal request, please ensure accuracy in selecting the network for the destination wallet address. Otherwise, the requested funds will be deposited into the incorrect address you provided.

29.8.2.2. When withdrawing funds, pay attention to your destination wallet's blockchain network. Otherwise, the funds will be deposited into the incorrect address you provided.

29.8.2.4. The minimum withdrawal amount varies by each cryptocurrency network. The current limitations are accessible at the bottom of the related section.

29.8.2.5. To withdraw the initial deposit, utilize the same payment method used to make the deposit. AML policies are applicable to these kinds of transactions, which might take longer to qualify and verify. The user will be responsible for any additional converting expenses.

30.
Trading Software and Platform

You acknowledge and agree that MISHOV MARKETS makes no guarantees regarding the compatibility or uninterrupted performance of any software ("The Software") downloaded from the website and its associated infrastructure, or from any other source to your computer. MISHOV MARKETS also does not guarantee that the Software will be uninterrupted, error-free, or always available.

You further understand and agree that downloading or using the Software may expose you to risks associated with downloading or using Software that may not be compatible with your computer. By accepting such risks, you agree to be responsible for any damages, which may include: hardware or software malfunctions or damage, communication line or system failures, or other computer equipment issues.

MISHOV MARKETS expressly disclaims any responsibility for the aforementioned issues, and you agree to fully indemnify and hold MISHOV MARKETS harmless against any damages, liabilities, losses, costs, and expenses that may arise from such matters.

30.1. Terms of Use for the MetaTrader 5 Platform with MISHOV MARKETS

The following additional conditions apply to customers using the MT5 platform.

30.2. Use of These Conditions

By using the program, you agree to the additional conditions outlined below and authorize MISHOV MARKETS to act based on them. These additional conditions apply in addition to the general terms and conditions stated above. In the event of divergence between these additional terms and the general terms and conditions outlined above, the provisions of these additional terms will be given priority.

30.3. Use of the Program for Executing Trades

You intend to use the program to execute trades and send trade signals and details to MISHOV MARKETS.

Important Notice:

You acknowledge and agree that by using the program, you do not enter into a trade directly with MISHOV MARKETS, but rather enter into a trade through the program (which is a third party).

You hereby authorize MISHOV MARKETS to execute trades for your account based on the trading feeds produced by the program and sent to MISHOV MARKETS.

You acknowledge, confirm, and agree that:

- Orders and trade details are generated by the program you are using, not by MISHOV MARKETS.

It is MISHOV MARKETS' responsibility to make best efforts in good faith to record orders following the orders and trade details generated by the program and as received by MISHOV MARKETS.

30.4. Limited Liability of MISHOV MARKETS

You acknowledge and agree that:

- MISHOV MARKETS has neither endorsed nor recommended your participation in the program in any way.
- You have conducted sufficient research on the program to make an informed investment decision.
- MISHOV MARKETS does not guarantee that you will profit from the program.
- MISHOV MARKETS will not be responsible for the performance of the program or any trading losses incurred in your account as a result of trades made according to the program.
- MISHOV MARKETS executes trade orders for your account per the orders and trade details created by the program.
- You understand and acknowledge that your trading access through the program is provided by the program's provider and developer, not by MISHOV MARKETS.
- You understand and acknowledge that MISHOV MARKETS will only be responsible for making reasonable efforts to execute orders and trade details created by the program promptly.
- MISHOV MARKETS will not be responsible for any program malfunctions, mechanical or communication line failures, system errors, data failures, or any other reasons beyond its control.
- You understand and acknowledge that MISHOV MARKETS can only accept and execute orders if they have been received or generated, that is, MISHOV MARKETS will not be liable for or otherwise execute the order at the stated price.
- You acknowledge that you have had the opportunity and the ability to ask questions about how your account is managed.
- You understand and acknowledge that you did not purchase the program from MISHOV MARKETS.

30.5. Liability Limitation for Program Performance

- You understand and acknowledge that no trading system or service offered, including the program, is without the potential risk of loss.
- MISHOV MARKETS does not guarantee that you will make a profit.
- You acknowledge and agree that neither MISHOV MARKETS nor any of its directors, employees, advisors, representatives, or affiliates will be liable for the performance of the program or for any trading losses incurred in your account as a result of trades made according to the program.
- MISHOV MARKETS may act based on the authority given by this directive until you revoke this authority with written notice sent to MISHOV and MARKETS (according to the website and/or related infrastructure guidelines) and received by the company.
- MISHOV MARKETS may also, at its sole discretion, terminate your use of the program at any time and for any reason, and in such case will formally send you a written notice.
- You acknowledge and agree that, upon termination of the program's use authorization, you will be responsible for any open positions in your account.
- You acknowledge and agree that, upon termination of the program's use authorization, you will allow MISHOV MARKETS to execute offsetting orders for any open positions in your account.

30.6. Limitation of Liability

You acknowledge and agree that, except in cases of willful misconduct or negligence, neither MISHOV MARKETS nor any of its directors, employees, advisors, representatives, or affiliates will be liable for any actions or abandonment during your participation in or in connection with the program.

30.7. Compensation

You acknowledge and agree to compensate MISHOV MARKETS, its directors, officers, employees, representatives, successors, and assigns against any damages or liabilities (including reasonable attorney's fees and accounting fees) arising from these instructions for using the program to execute your trades or any financial operations conducted by you. This obligation is enforceable and non-negotiable in all cases regarding changes to the substantive meaning of indemnification.

31. Termination

MISHOV MARKETS reserves the right to modify or terminate any part or all of this agreement at any time and place, without reason or prior notice to the customer. By signing this agreement, the customer acknowledges that they are aware at all times that modifications, deletions, or additions to the terms of the agreement are possible and accepts this in advance. Implementing customer orders in unconventional ways in special circumstances such as public internet outages, through telephone calls or other methods at our discretion, requires separate authentication of the customer, please note that the company has the authority to identify the appropriate KYC (Know Your Customer) method and you have no right to object.

31.1. Account Inactivity Policy

At necessary times, the broker will have to deactivate the client's account (transactions prevention - account restrictions), this process is called "deactivation of the account".

31.1.1. Inactivity without any open position

If your trading account does not have any trading position or activity after 80 days, a notification will be sent to your email, in which case you will have 10 days to have at least one activity in your trading account. Otherwise, your account will be deactivated and if you have a balance, it will be transferred to your personal wallet at Mishov Market.

31.1.2. Inactivity with open positions

If you have an open trading position (buy or sell) until 80 days of inactivity, you will receive an email notice. After receiving the 10-day warning, swap fees will be implemented into the open positions of your account. If this inactivity continues for another 30 days without any action, the broker reserves the right to take any necessary actions and restrictions regarding your open positions and account.

31.2. Account Management of Deceased Clients

At any time after the client's death is confirmed to the broker, a heirs' identification form is required. Any decisions made by the heirs will be implemented by the broker; however, if the heirs cannot reach a mutual agreement, they will be given 10 days to resolve the matter. If this period expires without an agreement, the broker reserves the right to take any necessary actions or restrictions regarding the deceased's account.

Important Notice:

It is important to note that by providing the heirs' identification form, any actions taken by the broker in agreement with the heirs on the deceased's account are considered approved; however, a court order is required for withdrawing any funds and fully closing the account.

32.
Final Approval and Acceptance of the Contract

This agreement is made with the full consent and mental and emotional capacity of both parties and has been approved by both parties. The signatory or approver of this agreement, upon registering on the company's dashboard by ticking the acceptance of all terms, waives any legal rights to cancel this agreement. Additionally, you agree that the English version of this agreement is the sole basis and reference for any legal purposes, and other language versions are merely for user convenience and have no legal validity.

For inquiries, please contact us via email:

support@mishovmarkets.com

Your reviews and feedback are important to us.

www.mishovmarkets.com