

Terms of Service

These rules are official and the public offer of Capital Gain Incorporation, acting in accordance with the Company, on the one hand, and the individual investor. This is equivalent to the conclusion of the Agreement in accordance with international law. These rules shall enter into force on the date of registration of the Investor on the website of the program Capital Gain and his acceptance of the terms and conditions. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

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CUSTOMER'S UNDERTAKING REGARDING THE TERMS OF USE AND THE VALIDITY OF AGREEMENTS

These Terms of Use are in addition to the contract signed between [icapitalgain](http://www.icapitalgain.com) and the Customer, and these Terms of Use do not change or cancel any condition of the contract.

You agree that all information, interactions, materials coming from Capital Gain are unsolicited and must be kept private, confidential and protected from any disclosure. Besides, the information, interactions and materials present herein are not to be regarded as an offer, nor a solicitation for investments in any jurisdiction which deems non-public offers or solicitations unlawful, nor to any person to whom it will be unlawful to make such offer or solicitation. You must register as a Member to access certain functions of the Website. You are obliged to provide only complete and accurate information about yourself when registering as a Member or updating your Registration Data. You agree to maintain and keep your Registration Data current and to update the Registration Data as soon as it changes. You are responsible for maintaining the security of your password. Our Company and its service providers are not liable for any loss that you may suffer through the use of your password by others. Each Investor can register only one personal account, re-registration is not allowed. In case of multiple registrations, the Company reserves the right to disable all accounts to ascertain the circumstances. Each deposit is considered to be a private transaction between Capital Gain and its Member. Members perform all financial transactions solely at their own discretion and their own risk. The Investor personally decides whether or not to invest and how much to invest. All accruals in the Personal Account are made according to the chosen investment package. The Investor has the right to freely dispose of the funds that are on his personal account. The Investor can make a deposit with only help of electronic payment systems used by the Company. The interest rate depends on the selected investment package while each investment package allows for investing different amounts. All accruals of profit are done automatically and in accordance with chosen investment plan. Depending on the amount of your deposit and the term of chosen investment period, you will receive guaranteed income after a certain period of time. Your earnings is depending from your investment plan and can be in Daily basis or at the end of investment term. If you choose Daily plans you will get your initial capital back at the end of investment term. The withdrawal time can take up to 48 hours.

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CATEGORISATION

It is our policy to treat all of our clients as retail clients irrespective of the existence of any categorisations in the client's country of residence.

COMMUNICATION

The principal method of communication between Capital Gain and Customer will be electronically via Capital Gain website and on-line trading platforms. Information regarding orders placed and executed will be addressed personally to Customer through a customer specific account. However, certain information will be provided generally on our website, such as general market recommendations and Customer hereby consents to receiving information not addressed personally to customer in that form. Customer may also place orders via the phone with our dealing room. In the course of our dealings with you, you may place orders with us via our on-line trading platform in the languages which are posted on our website, which is updated with additional languages from time to time. Where orders are placed by phone via the

dealing room you may communicate with us in any one of the languages which are listed on the website. All written communications from us to you will be in the language used to register your account via our website.

IMPORTANT NOTICES

Capital Gain does not provide investment advice. The market recommendations, signals, information provided by and/or distributed by Capital Gain are general in nature and based solely on the judgment of Capital Gain personnel or from third party information providers. These market recommendations may or may not be consistent with the market position or intentions of Capital Gain, its affiliates, and/or employees. The market recommendations and information provided by Capital Gain are based upon information believed to be reliable, but Capital Gain cannot and does not guarantee the accuracy or completeness thereof or represent that following such recommendations will eliminate the risk inherent in trading Forex, CFDs, Options and Spread Betting.

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Objections may be made initially by email or by telephone. Customer has read and understands the Customer's obligations and rights under this Customer Agreement and agrees and acknowledges that this Customer Agreement, the Risk Disclosure Statement and the Privacy Statement will comprise the terms of the Customer's relationship with Capital Gain. The Customer agrees that Customer is fully responsible for making all decisions as to transactions effected for Customer's account. Customer has

considered the foregoing factors and in view of Customer's present and anticipated financial resources, Customer is willing and able to assume the substantial financial risks. IT IS THE CUSTOMER'S RESPONSIBILITY TO FIND OUT ALL NECESSARY INFORMATION ABOUT TRADING IN FOREX, CFDs, OPTIONS AND SPREAD BETTING AND CAPITALGAIN TERMS AND CONDITIONS AND MAKE SURE THAT ALL RISKS AND ARRANGEMENTS ARE DISCUSSED AND CLEARLY UNDERSTOOD PRIOR TO ANY ACTIVITY.