



AML & KYC POLICY

1. It is the policy of Razetrade and its affiliates, (hereinafter «The Company») to prohibit and actively pursue the prevention of money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities. The Company requires its officers, employees and affiliates to adhere to these standards in preventing the use of its products and services for money laundering purposes.
2. For the purposes of the Policy, money laundering is generally defined as engaging in acts designed to conceal or disguise the true origins of criminally derived proceeds so that the unlawful proceeds appear to have been derived from legitimate origins or constitute legitimate assets.
3. Generally, money laundering occurs in three stages. Cash first enters the financial system at the «placement» stage, where the cash generated from criminal activities is converted into monetary instruments, such as money orders or traveler's checks, or deposited into accounts at financial institutions. At the «layering» stage, the funds are transferred or moved into other accounts or other financial institutions to further separate the money from its criminal origin. At the «integration» stage, the funds are reintroduced into the economy and used to purchase legitimate assets or to fund other criminal activities or legitimate businesses. Terrorist financing may not involve the proceeds of criminal conduct, but rather an attempt to conceal the origin or intended use of the funds, which will later be used for criminal purposes.
4. Each employee of The Company, whose duties are associated with the provision of products and services of The Company and who directly or indirectly deals with the clientele of The Company, is expected to know the requirements of the applicable laws and regulations which affect his or her job responsibilities, and it shall be the affirmative duty of such employee to carry out these responsibilities at all times in a manner that complies with the requirements of the laws and regulations.
5. The laws and regulations include, but not limited to: «Customer Due Diligence for Banks» (2001) and «General Guide to Account Opening and Customer Identification» (2003) of Basel Committee of banking Supervision, Forty + nine Recommendations for Money Laundering of FATF, USA Patriot Act (2001), Prevention and Suppression of Money Laundering Activities Law of (1996).
6. To ensure that this general policy is carried out, management of The Company has established and maintains an ongoing program for the purpose of assuring compliance with the relevant laws and regulations and the prevention of money laundering. This program seeks to coordinate the specific regulatory requirements throughout the group within a consolidated framework in order to effectively manage the group's risk of exposure to money laundering and terrorist financing across all business units, functions, and legal entities.
7. Each of the affiliates of The Company is required to comply with AML and KYC policies.
8. All new employees shall receive anti-money laundering training as part of the mandatory new-hire training program. All applicable employees are also required to complete AML and KYC training annually. Participation in additional targeted training programs is required for all employees with day to day AML and KYC responsibilities.

9. All identification documentation and services records shall be kept for the minimum period of time required by local law.
10. The Company has the right to request from the Client to confirm his/her registration information indicated at the moment of opening the trading account at its discretion and at any time. In order to verify the data, the Company may request from the Client to provide notarized copies of: passport, driver's license or national identity card; bank account statements or utility bills in order to confirm the residence address. In some cases, the Company may ask the Client to provide a photograph of the Client holding the identity card close to his/her face. Detailed requirements for client identification are specified in the AML Policy section on the Company's official website.
11. The verification procedure is not mandatory for the Client's identification data if the Client has not received such a request from the Company. The Client may voluntarily send a copy of the passport or other document proving his/her identity to the Company's client support department to ensure verification of the said personal data. The Client must take into account that when depositing/withdrawing funds via bank transfer, he/she must provide documents for full verification of the name and address in connection with the specifics of the execution and processing of bank transactions.
12. If any Client's registration data (full name, address or phone number) have changed, the Client is obligated to immediately notify the Company's client support department of these changes with a request to modify these data or make changes without assistance in the Client's Profile.
13. To change the phone number indicated at the registration of the Client's Profile, the Client must provide a document confirming ownership of the new phone number (agreement with a mobile phone service provider) and a photo of the ID held close to the Client's face. The Client's personal data must be the same in both documents.
14. The Client is responsible for authenticity of the documents (their copies) and recognizes the right of the Company to contact the appropriate authorities of the country that has issued the documents to validate their authenticity.

Privacy Policy

1. When registering with Razetrade, the Client shall provide certain identifying details including, inter alia, information aimed at preventing Money Laundering.
2. The company collects and stores the following client data: email, encrypted password, client's name and address.
3. Client undertakes to provide true, accurate and updated information about his identity and is obliged not to impersonate another person or legal entity. Any change in Client's identifying details must be notified to the Company immediately and in any case not later than the 30th day from the change in such details.
4. Client's details which were provided and/or will be provided by the Client during his/her activity with razetrade.co.uk may be used by the Company for sending Company's advertising content to the Client, unless Client removes the mark approving the Company to do so. Such removal can be done used by the Company for sending Company's advertising content to the Client, unless the Client removes the mark approving the Company to do so. Such removal can be done when (i) opening an account or (il) when receiving such advertising content or (ill) by logging in and going to My Account > Personal Details. The Client may also send to the Company, at any time, an e-mail to support@razetrade.co.uk asking the Company to stop sending such advertising content. The aforesaid mark removal and /or email receipt by the Company will oblige the Company to cease sending advertisement content to the Client within seven business days.
5. Client details which were provided and/or will be provided by the Client during his/her activity on the site, may be disclosed by the Company to official authorities. The company will make such disclosure only if required to do so by applicable law, regulation or court order and at the minimum required extent.
6. Non-confidential information about the Client can be used by the Company in any advertising materials.
7. As a precondition for performing Transactions on the Site, Client may be asked to provide certain identifying documents and any other documents required by the Company. If such documents are not provided, the Company can, at its sole discretion, freeze the Client's Account for any period of time as well as to permanently close the Account. Without prejudice to the above, the Company may, at its sole discretion, refuse to open an Account for any person or entity and for any reason, or no reason.
8. In case a person registers with razetrade.co.uk on behalf of a corporation or other business entity Client, such registration shall be considered as a representation by such person, that such person is authorized to bind the corporation or other business entity Client.
9. The Company shall not divulge any private information of its Clients and former Clients unless the Client approved in writing such disclosure or unless such disclosure is required under applicable law or is required in order to verify Client's identity. The Clients' information is passed only to employees of the Company dealing with Client's Accounts. All such information shall be stored on electronic and physical storage media according to applicable law.
10. Client confirms and agrees that all or part of the information concerning Client's Account and Transactions will be stored by the Company and may be used by the Comp case of dispute between Client and the Company.

11. At its sole discretion, the Company may, but is not obliged, to review and inspect any information provided by the Client, for any purpose. It is manifestly stated, and by its signature hereunder Client also agrees, that the Company holds neither commitment nor responsibility to Client due to any aforesaid review or inspection of information.
12. The Company will take measures to implement advanced data protection procedures and to update them from time to time for purpose of safeguarding Client's private information and Accounts.
13. Upon registration with razetrade, Client will be asked to choose a username and password to be used by Client for each future login and for the performance of Transactions and use of the Company's Services. In order to protect Clients' privacy and operation with razetrade, sharing registration details (including without limitation, username and password) by Client with other persons or business entities is strictly prohibited. The Company shall not be held responsible for any damage or loss caused to Client due to proper use (including prohibited and unprotected use) or storage of such username and password, including any such use made by a third party, and whether or not known to or authorized by Client.
14. Any use of razetrade with the Client's username and password is Client's sole responsibility. The Company shall not be held responsible for any such use, including for validation that Client is actually operating his/her Account.
15. Client is obliged to forthwith notify the Company's client service of any suspicion of unauthorized use of the Account.
16. The Company does not store or collect any Credit Card data.
17. In accordance with the recommendations of Payment Card Industry Security Standards Council (PCI DSS), customer card details are protected using Transport Layer Security - TLS 1.2 and application layer with algorithm AES and key length of 256 bits.

Cookies:

Definition: A cookie is a small amount of data, which often includes a unique identifier, that is sent to your computer or mobile phone referred to here as a «device») browser website's computer and is stored on you device's hard drive for tracking site usage. A which often includes a unique identifier, that is sent to your computer or mobile phone (referred to here as a «device») browser from a website's computer and is stored on your device's hard drive for tracking site usage. A website may send its own cookie to your browser if your browser's preferences allow it, but, to protect your privacy, your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other websites. Many websites do this whenever a user visits their website in order to track online traffic flows. A Client may choose to configure their browser to reject cookies by modifying their browser settings or preferences.

Our cookies policy: During any visit to razetrade website, the pages viewed, along with cookies, are downloaded to the Client's device. Cookies stored help determine the path the Client took on our site and they are used to anonymously identify recurring visits to the website and the most popular pages. However, the Company protects the Client's privacy by not storing the Client's names, personal details, emails, etc.

Using cookies is an industry standard and is currently used by most major Websites. Stored cookies allow razetrade website to be more user-friendly and efficient for Clients by allowing the Company to learn which information is more valued by Clients versus which isn't.

Payment Policy

- 1.1 The company is financially responsible for the clients account balance in any particular moment.
- 1.2 Company's financial responsibility starts with the first record about the customer's deposit and continues up to a full withdrawal of funds.
- 1.3 The client has the right to demand from the Company any amount of funds which is available in his/her account at the time of the enquiry.
- 1.4 The only official methods of deposits/withdrawals are the methods which appear on the company's official website. The client assumes all the risks related to the usage of these payment methods since the payment methods are not the company's partners and not the company's responsibility. The company is not responsible for any delay or cancelation of a transaction which was caused by the payment method. In case the client has any claims related to an of the payment methods, it is his/her responsibility to contact the support service of the particular payment method and to notify the company about those claims.
- 1.5 The company does not assume any responsibility for the activity of any third party service providers which the customer may use in order to make a deposit/withdrawal. The company's financial responsibility for the client's funds starts when the funds have been loaded to the company's bank account or any other account related to the payment methods which appear on the company's website. In case any fraud is detected during or after a financial transaction, the company reserves the right to cancel such transaction and freeze the client's account. The Company's responsibility for the clients' funds ends when the funds are withdrawn from the company's bank account or any other account related to the company.
- 1.6 In case of any technical mistakes related to financial transactions, the company reserves the right to cancel such transactions and their results.
- 1.7 The client may have only one registered account on the company's website. In case the company detects any duplication of the customer's accounts, the company reserves he right to freeze the customer's account and funds without the right of withdrawal.

2. Client's registration

Client's registration is based on two main steps:

- Client's web registration.
- Client's identity verification.

2.1 In order to complete the first step the client needs to:

- Provide the company with his/her real identity and contact details.
- To accept the company's agreements and their appendices.

In order to complete the second step, the company needs to request and the client needs to provide.

- A scan or digital photo of his/her identification document.
- full copy of all the pages of his /her ID document with the photo and personal details.

The company reserves the right to demand from the client any other documents, such as payment bills, bank confirmation. Bank card scans or any other document that may be necessary during the verification process.

2.2 The identification process must be completed in 10 business days since the company's request. In some cases, the company may increase the identification period up to 30 working days.

3. Deposit process

In order to make a deposit, the client shall make an enquiry from his Personal Cabinet. In order to complete the enquiry, the client needs to choose any of the payment methods from the list, fill in all the necessary details and continue with the payment.

3.1. The following currencies are available for deposit: USD

Withdrawal request processing time depends on the payment method and may vary from one method to another. The company cannot regulate the processing time. In case of using electronic payment methods, the transaction time can vary from seconds to days. In case of using direct bank wire, the transaction time can take up to 45 business days.

4. Taxes

The company is not a tax agent and does not provide the clients' financial information to any third parties.

This information can only be provided in case of an official demand from government agencies.

At any time, a client can withdraw a part or all funds from his/her Account by sending the Company a Request for Withdrawal containing the Client's order to withdraw money from the Client's Account, which complies with the Following terms:

- the Company will execute the order for withdrawal from the Client's trading account, which will be limited by the remaining balance of the Client's Account at the time of order execution. If the amount withdrawn by the Client (including commissions and other expenses as per this Regulation) exceeds the balance of the Client's Account, the Company may reject the order after explaining the reason for the rejection.;
- the Client's order to withdraw money from the Client's Account must comply with the requirements and restrictions set forth by current legislation and other provisions of the countries in the jurisdiction of which such transaction made;
- money from the Client's Account must be withdrawn to the same payment system with the same purse ID that was previously used by the Client to deposit funds to the Account. The Company may limit the amount of the withdrawal to a payment system with amount of the deposits came on the Client's account from that payment system. The Company may, at its discretion, make exceptions to this rule and withdraw Client money to other payment systems, but the Company may at any time ask the Client for the payment information for the other payment systems, and the Client must provide the Company with that payment information;
 - A Request for Withdrawal is executed by transferring the funds to the Client's External Account by an Agent authorized by the Company.

- The Client shall make a Request for Withdrawal in the currency of the deposit. If the deposit currency is different from the transfer currency, the Company will convert transfer amount into the transfer currency at the exchange rate established by the Company as of the time when the funds are debited from the Client's Account.
- The currency in which the Company makes transfers to the Client's External Account may be displayed in the Client's Dashboard, depending on the currency of the Client's Account and the withdrawal method.
- The conversion rate, commission and other expenses related to each withdrawal method are set by the Company and may be changed at any time at the Company's sole discretion.
- The exchange rate may differ from the currency exchange rate set by the authorities of a particular country and from the current market exchange rate for the relevant currencies. In the cases established by Payment Service Providers, funds may be withdrawn from the Client's Account in a currency that is different from the currency of the Client's External Account.
- The Company reserves the right to set minimum and maximum withdrawal amounts depending on the withdrawal method. These restrictions will be set out in the Client's Dashboard.
- The withdrawal order is deemed accepted by the Company if it is created in the Client's Dashboard, and is displayed in the Balance History section and in the Company's system for accounting clients' requests. An order created in any manner other than that specified in this clause will not be accepted and executed by the Company.
- The funds will be withdrawn from the Client's account within five (5) business days.
- If the funds sent by the Company pursuant to a Request for Withdrawal have not arrived in the Client's External Account after five (5) business days, the Client may ask the Company to investigate this transfer.
- The Client's profit in excess of the funds deposited by the Client may be transferred to the Client's External Account only by a method agreed by the Company and Client, and if the Client made a deposit to his/her account by a certain method, the Company has the right to withdraw a previous deposit of the Client by the same method,