

# Terms & Conditions

This Agreement is entered into by and these Terms & Conditions (hereinafter referred to as the “Agreement”) shall regulate the relationship between IQ labs LTD, with company No. 26631 BC 2022, and registered at: Suite 305, Griffith Corporate Centre, St. Vincent and the Grenadines (hereinafter referred to as the “Company”), and the user (a natural or legal entity) (hereinafter referred to as the “Client”) of [stocksfinex.com](https://stocksfinex.com) (hereinafter referred to as the “Website”).

The Client confirms that he/she has read, understood and accepted all information, conditions and terms set out on Website which are open to be reviewed and can be examined by the public and which include important legal Information.

By accepting this Agreement, the Client agrees and irrevocably accepts the terms and conditions contained in this Agreement, its annexes and/or appendices as well as other documentation/information published on the Website, including without limitation to the Privacy Policy, Payment Policy, Withdrawal & Refund Policy, Code of Conduct, Order Execution Policy and Anti-Money Laundering Policy. The Client accepts this Agreement by registering an Account on the Website and depositing funds. By accepting the Agreement, and subject to the Company’s final approval, the Client enters into a legal and binding agreement with the Company.

The terms of this Agreement shall be considered accepted unconditionally by the Client upon the Company’s receipt of an advance payment made by the Client. As soon as the Company receives the Client’s advance payment, every operation made by the Client on the Trading Platform shall be subject to the terms of this Agreement and other documentation/information on the Website.

The Client hereby acknowledges that each and any Operation, activity, transaction, order and/or communication performed by him/her on the Trading Platform, including without limitation through the Account, and the Website, shall be governed by and/or must be executed in accordance to, the terms and conditions of this Agreement and other documentation/information on the Website.

By accepting this current agreement, the Client confirms that he/she is able to receive information, including amendments to the present Agreement either via email or through the Website.

A client that is a legal entity can register with the Company not through the Website but by sending an email with its request to [support@stocksfinex.com](mailto:support@stocksfinex.com). All terms and conditions contained herein, including without limitation to 1 to 5 above, shall at all times be applicable to the Legal Entity and the latter shall conform with such terms and conditions, obligations and rights at all times.

## 1. Terms

**Account** – means unique personified account registered in the name of the Client and which contains all of the Client’s transactions/ operations on the Trading Platform (as defined below) of the Company.

**Ask** - means the higher price in a quote. The price the Client may buy at.

**Bid** - means a lower price in the quote. The price at which the Client can sell.

**Digital Option Contract** - means a type of derivative instrument where the Client earns a payout if they correctly predict the price movement of the underlying asset at the time of the

option's expiry. The prediction can be made as to whether the value of the underlying asset will fall above or below the strike price at time of expiration. Should the option expire at the selected strike price, it will be considered to expire out-of-the money and will result in the loss of the invested amount.

**Execution** - means the execution of Client order(s) by the Company acting as the Client's counterparty as per the terms of the present agreement.

**Financial Instruments** - means the Financial Instruments as per paragraph 2.4 below that are available on the Company's Trading Platform.

**KYC documents** - means the documents to be provided by the Client, including without limitation to the a copy of the passport or ID and utility bill of the Client, in case it is a natural person and/or certificates showing the management and ownership going all the way up to the ultimate beneficial owner, in case it is a legal entity, and any other documents the Company may request upon its sole discretion.

**Market** - means the market on which the Financial Instruments are subject to and/or traded on, whether this market is organized / regulated or not and whether it is in St. Vincent and the Grenadines or abroad.

**Market Maker** - means a company which provides BID and ASK prices for financial instruments.

**Operations** – means actions performed at the Client's Account, following an order placed by the Client,, connected with but not limited to crediting of funds, return of funds, opening and closing of trade transactions/positions and/or that relate to financial instruments.

**Prices** - means the prices offered to the Client for each transaction which may be changed without prior notice. Where this is relevant, the "Prices" given through the Trading Platform include the Spread (see definition below).

**Services** – means the services described in section 3 of this Agreement.

**Spread** - means the difference between the purchase price Ask (rate) and the sale price Bid (rate) at the same moment. For avoidance of doubt, a predefined spread is for the purposes of this Agreement assimilated commission.

**Trading Platform** - means an electronic system on the internet that consists of all programs and technology that present quotes in real-time, allow the placement/modification/deletion of orders and calculate all mutual obligations of the Client and the Company.

## **2. Subject of the Agreement**

2.1. The subject of the Agreement shall be the provision of Services to the Client by the Company under the Agreement and through the Trading Platform.

2.2. The Company shall carry out all transactions as provided in this Agreement on an execution-only basis, neither managing the account nor advising the Client. The Company is entitled to execute transactions requested by the Client as provided in this Agreement even if the transaction is not beneficial for the Client. The Company is under no obligation, unless

otherwise agreed in this Agreement and/or other documentation/information on the Website, to monitor or advise the Client on the status of any transaction, to make margin calls, or to close out any of the Client's open positions. Unless otherwise specifically agreed, the Company is not obligated to make an attempt to execute the Client's order using quotes more favorable than those offered through the Trading Platform.

2.3. The Investment and Ancillary Services which the Company should provide under the terms of the Agreement are stated below, and the Company will provide them in its capacity as a market maker under the terms of this Agreement. The Services that the Company provides in relation to one or more Financial Instruments are the following (the list below shall not be regarded as exhaustive):

a. Reception and transmission of orders in relation to one or more Financial Instruments;

i. Execution of the orders on behalf of the Clients.

ii. Dealing on Own Account.

iii. Portfolio Management.

b. Ancillary Services

i. Safekeeping and administration of the Financial Instruments for the Client's Trading Account, including custodianship and related services such as cash/collateral management.

ii. Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction.

iii. Foreign exchange services where these are connected to the provision of the Investment Services.

2.4. The Company does not provide investment, tax or trading advice unless specified as such between the Client and the Company in a separate agreement. Our services include 'execution only' meaning that the Company will act on your instructions and will not advise you on any transaction, nor will we monitor your trading decisions to determine if they are appropriate for you or to help you avoid losses. You should obtain your own financial, legal, taxation and other professional advice.

2.5. Financial Instruments (the list below shall not be regarded as exhaustive):

a. Currency pairs;

b. CFD (contracts for difference) contracts for shares, indices, metals;

c. CFD (contracts for difference) contracts for cryptocurrency pairs.

Subject to the provisions of this Agreement, the Company agrees to provide the Client with the Services subject to the Client:

a. Being of age of maturity in accordance with the jurisdiction he/she resides in or is a resident of, is of legal competence and of sound mind.

b. Not residing in any country where distribution or provision of the financial products or services offered by the Company would be contrary to local laws or regulations. It is the Client's responsibility to ascertain the terms of and comply with any local laws or regulations to which they are subject.

c. Not being a USA/territories of the US national and not being a resident of the following jurisdictions: USA/territories of the US, Canada North Korea.

2.6. The Company will offer Services to the Client at the absolute discretion of the Company subject to the provisions of this Agreement.

2.7. The Client is prohibited and shall not, under no circumstances, be allowed to execute any transactions/Operations on the Trading Platform, Website and/or through his/her Account, that would as a result exceed the total balance and/or amount of money deposited/maintained with his/her Account. Such deposited amounts shall be considered to have been provided as collateral, either in the form of a lien or otherwise, to the Company by the Client by which the obligation of the Client to pay any money to the Company is secured.

### **3. Services of the Company**

3.1. Services – services provided by the Company to the Client through the Trading Platform of the Company, including without limitation to customer, analytics, news and marketing information services.

3.2. The Company shall facilitate the execution of trade activities/orders and/or transactions of the Client but the Client hereby acknowledges and accepts that the Company shall not at any time provide any trust services and/or trading consultation or advisory services to the Client.

3.3. The Company shall process all transactions/Operations of the Client in accordance to the terms and conditions of this Agreement and on an execution-only basis. The Company shall not manage the Client's Account nor advise the Client in any way.

3.4. The Company shall process the orders/transactions requested by the Client under this Agreement irrespective of whether such orders/transactions may result to not being beneficial for the Client. The Company is under no obligation, unless otherwise agreed in this Agreement and/or other documentation/information on the Website, to monitor or advise the Client on the status of any transaction/order, to make margin calls to the Client, or to close out any of the Client's open positions. Unless otherwise specifically agreed, the Company is not obligated

to process or attempt to process the Client's order/transaction using quotes more favorable than those offered through the Trading Platform.

3.5. The Company shall not be financially liable for any operations conducted by the Client through the Account and/or on the Trading Platform.

3.6. Each Client shall be the only authorized user of the Company's services and of the corresponding Account. The Client is granted an exclusive and non-assignable right to the use of and to access the Account and it is his/her responsibility to ensure that no other third party, including, without limitation, to any next of kin and/or to members of his/her immediate family, shall gain access to and/or trade through the Account assigned to her/him.

3.7. The Client shall be liable for all orders given through his security information and any orders received in this manner by the Company shall be considered to have been given by the Client. So long as any order are submitted through the Account of a Client, the Company shall reasonably assume that such orders are submitted by Client and the Company shall not be under any obligation to investigate further into the matter. The Company shall not be liable to and/or does not maintain any legal relations with, any third party other than the Client.

3.8. If the Client acts on behalf of any third party and/or on behalf of any third party's name, the Company shall not accept this person as a Client and shall not be liable before this person regardless if such person was identified or not.

#### **4. Reception and Transmission / Electronic Trading**

4.1. By accepting this Agreement, the Client accepts that he has read and understood all provisions of this Agreement and related information on the Website. The Client accepts and understands that all orders received shall be executed by the Company as the counterparty of the transaction in its capacity of Market Maker. The Company shall act as a principal and not as an agent on the Client's behalf for the purpose of the Execution of orders. The Client is informed that Conflicts of Interest may arise because of this model, and further details can be found in the Company's Conflict of Interest Policy.

4.2. Reception of the order by the Company shall not constitute acceptance and acceptance shall only be constituted by the execution of the order by the Company.

4.3. The Company shall be obliged to execute the Client's orders sequentially and promptly.

4.4. The Client acknowledges and accepts a) the risk of mistakes or misinterpretations in the orders sent through the Trading Platform due to technical or mechanical failures of such electronic means, b) the risk of any delays or other problems as well as c) the risk that the orders may be placed by persons unauthorised to use and/or access the Account, and the Client agrees to indemnify the Company in full for any loss incurred as a result of acting in accordance to such orders.

4.5. The Client accepts that during the reception and transmission of his/her order, the Company shall have no responsibility as to its content and/or to the identity of the person placing the order, except where there is gross negligence, willful default or fraud by the Company.

4.6. The Client acknowledges that the Company will not take action based on the orders transmitted to the Company for execution by electronic means other than those orders transmitted using the predetermined electronic means such as the Trading Platform, and the Company shall have no liability towards the Client for failing to take action based on such orders.

4.7. The client acknowledges and agrees that any products or services that may be offered by the Company may not always be available for purchasing or use for trading purposes, and it is in the Company's absolute discretion whether it will make these products available or not to the clients at any time. The Company shall bear no liability, monetary or otherwise, in relation to this section, including without limitation to not making available any product at any given time.

4.8. The Client acknowledges that the Company will have the right, at any time and for any reason and without justification, at its sole discretion, to refuse to execute orders, including, without limitation, in the following circumstances:

- a. If the execution of the order aims or may aim to manipulate the market price of the financial instruments (market manipulation);
- b. If the execution of the order constitutes or may constitute abusive exploitation of confidential information (insider trading);
- c. If the execution of the order contributes or may contribute to the legalization of the proceeds of illegal activities (money laundering);
- d. If the Client has insufficient funds to cover the purchase of financial instruments or if there is insufficient number of financial instruments to cover their sale;
- e. If the Client fails to fulfill any of his/her obligations towards the Company under this Agreement;
- f. The Company's own exposure levels as set out in the Company's internal policies have been reached in respect of the Financial Instrument or the underlying asset of the Financial Instrument the Client wishes to buy/sell;
- g. If the Client seeks to become or becomes a US Reportable Person or a resident of USA/territories of the US, North Korea.

Any such refusal by the Company shall not affect any obligation, which the Client may have towards the Company.

## **5. Limitation of Liability**

5.1. The Company does not guarantee uninterrupted service, safe and errors-free, and immunity from unauthorized access to the trading sites' servers nor disruptions caused from

damages, malfunctions or failures in hardware, software, communications and systems in the Client's computers and in the Company's suppliers.

5.2. Supplying services by the Company depends, inter alia, on third parties and the Company bears no responsibility for any actions or omissions of third parties and bears no responsibility for any damage and/or loss and/or expense caused to the Client and/or third party as a result of and/or in relation to any aforesaid action or omission.

5.3. The Company will bear no responsibility for any damage of any kind allegedly caused to the Client, which involves force majeure or any such event that the Company has no control of and which has influenced the accessibility of its trading site.

5.4. Under no circumstances will the Company or its Agent(s) hold responsibility for direct or indirect damage of any kind, even if the Company or its Agent(s) had been notified of the possibility of aforesaid damages.

## **6. Settlement of Transactions**

6.1. The Company shall proceed to a settlement of all transactions upon execution of such transactions.

6.2. An online statement of Account will be available to the Client on the Trading Platform of the Company, at all times.

## **7. Rights, Obligations and Guarantees of the Parties**

7.1. The Client shall be entitled to:

a. Submit with the Company any order requesting the execution of a transaction/Operation on the Website in accordance to and subject to the terms and conditions of this Agreement;

b. Request withdrawal of any amounts subject and in accordance to the Withdrawal and Refund Policy, and provided that the Company has no claims against the Client and/or the Client does not have any outstanding debts to the Company;

c. In the event that the Client has any alleged complaint against the Company and/or there is any dispute between the Client and the Company, then the Client can submit his/her complaint, to include all relevant particular and details, to the Company at support@stocksfinex.com. The Company shall acknowledge receipt of any such complaint, initiate an internal investigation of the matter and shall respond to the Client within a reasonable amount of time but not later than 3 months from the date of acknowledging receipt of the complaint.

d. Unilaterally terminate the Agreement provided that there is no debt outstanding from the Client toward the Company and such termination is made in accordance with section 17 herein.

## 7.2. The Client:

- a. Acknowledges that the Account shall be activated upon the deposit of funds/advance payment into the Account.
- b. Warrants that he/she shall at all times be compliant with and honor all terms and conditions of this Agreement
- c. Warrants that he/she shall ensure that at all times the username and password issued by the Company in relation to the use of the Service(s) and the Account, will only be used by him/her and will not be disclosed to any other person;
- d. Shall be liable for all orders submitted through his/her security information and any orders received in this manner by the Company shall be considered to have been given by the Client;
- e. Hereby acknowledges that frequent access and logins to the Account via different IP addresses from different countries and/or via the use of VPN (with the exception of users from Turkey or Indonesia) is an indication that shall reasonably lead the Company to believe that sections 3 paragraph 6 and 7 paragraph d sub-paragraph b, herein have been breached.
- f. Confirms that any trading strategies and/or investment decisions and/or any activities performed by him/her through his/her Account and on the Trading Platform are made having in mind/considered/being aware of all risks involved and solely on the basis of his/her knowledge and upon his/her sole discretion.
- g. Warrants that he/she shall take all necessary steps and action in order not to disclose any confidential information of the Company which the Company shall disclose to and/or make available to the Client from time to time.
- h. Accepts any risk, including without limitation to any risk of financial loss, that arises from unauthorized access to and operation of his/her Account by third and/or unauthorised parties.
- i. Shall notify the Company of any changes of his/her contact details and any other changes of the personal data he/she provided to the Company, within 7 (seven) calendar days since such changes came into effect.
- k. Shall indemnify and hold harmless the Company of any claims and/or legal actions instigated against the Company as a result of disclosure of the Client's personal data.
- l. Irrevocably accept full responsibility for his/her actions according to current tax legislation valid at the place of residence/living of the Client regarding any performed transactions/Operations, including but not limited to revenue/income tax.



m. Acknowledges that the provision of the Service(s) may involve information being transported over an open network. Information is therefore transmitted regularly and without control across borders. The Company shall take reasonable steps to avoid information being intercepted and read by third parties by utilizing techniques such as encryption, however it is not always possible to avoid third party unauthorized access to/view of the Client's information/personal data. The Client hereby acknowledges this risk and accepts and consents to this, so long as he/she is reasonably satisfied that any such unauthorized access/disclosure was not made intentionally and that the Company took all reasonable measures and actions in order to prevent such unauthorized access/disclosure.

n. Acknowledges and agrees that the Company has the right to close any transaction, at its sole and absolute discretion without providing prior notice to the Client if the underlying asset or contract on which the transaction is based settles on an expiry date as determined by the relevant financial market, on which the said asset is traded (such time referred to as 'Closing Time' and the relevant expiring transaction referred to as an 'Expiring Transaction'). The Company shall not be obligated to take actions to roll over an open position in an Expiring Transaction.

o. Acknowledges that the Company prohibits third party or anonymous payments into the Client's Account. Only funds sent from an account held in the Client's name and belonging to the Client are acceptable. The Company reserves the right at its discretion, if it has identified third party or anonymous deposits, to block the Account. The Client should note that any remaining funds will be returned to the third-party source via the same payment method and any profits accumulated by the Client using third party or anonymous funds will not be made available to the Client.

p. Agrees that in case the Company carries out a transaction/Operation on his/her behalf which is not covered by the balance of his/her Account, the Company shall have the right to liquidate his/her assets and use the proceeds to cover part or the total difference.

q. Irrevocably accepts that he/she is solely responsible for any technical deficiencies that may occur in Client's connection to the Trading Platform, in Client's equipment used for receiving the services (including, but not limited to, personal computer, laptop, mobile phone and etc.), and confirms that he/she shall have no claims whatsoever against the Company for any direct and/or indirect damages the Client may suffer due to such deficiencies.

r. Acknowledges that the Company has the right to refuse to execute any transaction/Operation requested by the Client and/or any other action required, under this Agreement, for as long as it maintains any claims against the Client, whether these are due, future or contingent and regardless of whether these arise from the same transaction/Operation from which such obligations arise.

s. Acknowledges and accepts that this Agreement and/or to any materials made available on the Website may be amended unilaterally, from time to time, by the Company, and that he/she shall be responsible to check on the Website frequently in order to ensure that he/she has made himself/herself aware of any changes effected in such manner. Upon the submission of a request by the Client of any transaction/Operation, any changes effected to this Agreement and/or to any materials made available on the Website shall be deemed as acknowledged and accepted by the Client.

t. If the Company deems that the amendments are material, such amendments will take effect on the date specified in the notice to the Client and if no date is specified, then on the date of receipt of the notice.

u. The Client understands and agrees that her/his consent is not necessary for any change to be effective. Whether the Client does not respond and/or disagrees with the content of the amendments implemented in the Company's Terms and Conditions, this will be considered as an acceptance by the Client of the contents of the amendment and of the amended Terms and Conditions. Further, any order of the Client to execute a transaction(s) following the receipt of the notice and/or login into his Account, shall be deemed as acceptance by the Client of the contents of the amendment and of the Agreement as amended.

v. The Client understands that it is his/her sole responsibility to remain up-to-date with all changes. The applicable version shall be the latest version uploaded on the Company's website and in the event of a dispute the latest version shall prevail.

w. In case the Client does not agree with the amendments, the Client shall be entitled to terminate this Agreement in accordance with the Duration and Termination of the Agreement section herein included.

7.3. The Client hereby warrants and represents to the Company that he/she:

a. Is not a USA/territories of the US national and is not residing in any country where distribution or provision of financial products or services offered by the Company would be contrary to local law or regulations.

b. Is responsible to ascertain the terms of and shall comply with, any and all applicable local laws and/or regulations to which he/she is subject to.

c. Has the legal capacity/competence, is of sound mind and has reached the age of maturity in the country which he is resident or citizen;

d. Is not a USA/territories of the US citizen and/or a citizen of North Korea;

e. Is not under any legal disability with respect to, and is not subject to any laws or regulations which prevents his/her performance of this Agreement or any contract or transaction contemplated by this Agreement.

f. The Client acts as principal and not as an authorized representative / attorney or trustee of any third party.

g. The monetary funds and/or financial instruments and other assets delivered for any purpose by the Client to the Company are not connected directly or indirectly to any illegal and/or criminal activities and/or terrorism.

h. The monetary funds and/or financial instruments and other assets delivered for any purpose by the Client to the Company, shall belong exclusively to the Client and at all times be free from any charge, lien, pledge or encumbrance, unless the Client has otherwise disclosed to the Company in writing.

i. The financial instruments, information and/or legal documents, which the Client delivers to the Company are authentic, valid and free of any defect and they shall have the legal effect which they contend to have.

j. The Client certifies that he has provided accurate, complete and true information about himself upon registration and will maintain the accuracy of the provided information by promptly updating any registration information that may have changed. Failure to do so may result in Account closure, Account limitations and/or voiding of any transactions.

k. The Client will provide KYC documents to the Company within a period not exceeding 7 days from the moment of depositing funds.

l. The Client confirms that the purpose and reason for registering and operating an Account is to trade, on his/her personal/own behalf, in any financial instruments and to take advantage of the Services offered by the Company. The Client warrants that should the reason for operating an Account change, he/she will inform the Company immediately.

m. The Client warrants and/or shall repeat the above warranties at all times, including, without limitation, during and/or upon the execution of any transaction/Operation and/or trade, through the Account and the provision of the Services.

7.4. The Company shall be entitled to:

a. Modify the size of the value of the Company's financial obligations to the Client with changes of the appropriate entry of the trade operations register in case of violation of one or several provisions of the Agreement herein by the Client.

- b. The Company reserves the right to change, add or set as default the trade fee rate, spread, margin requirement level.
- c. Contact the Client with any question concerning the Agreement herein, including, in order to clarify the Client's intentions regarding his/her actions through the Account.
- d. Unilaterally modify and/or amend and/or restate the terms and conditions of this Agreement and/or the material made available on the Website without prior notice to the Client. The Company shall notify the Client of any such changes through the Website and/or by the delivery of an email to the Client.
- e. Modify the size of the value of the Company's financial obligations to the Client, if fulfillment of Operations on the Trading Platform does not comply with conditions of the Agreement herein.
- f. Engage third parties with a view to cooperate in order to facilitate and/or enhance any and/or the provision of, the Services under this Agreement.
- g. With regard to any matters and/or obligations that are not covered by this Agreement, the Company shall act accordingly upon its own discretion but at all times in accordance to business custom and existing practices within the line of the Services.

#### 7.5. Obligations of the Company:

- a. Subject to the provisions of this Agreement and the Company being reasonably satisfied that the Client is compliant with the terms and conditions of this Agreement and/or has not in any way breached any terms of this Agreement, the Company shall offer the Services through the Website;
- b. To fulfill provisions of the Agreement herein.

## **8. Indemnity and Liability**

8.1. The Client shall indemnify and keep indemnified the Company and its directors, officers, employees or representatives against all direct or indirect liabilities (including without limitation all losses, damages, claims, costs or expenses), incurred by the Company or any other third party in respect to any act or omission by the Client in the performance of his/her obligations under this Agreement and/or the liquidation of any financial instruments of the Client in settlement of any claims with the Company, unless such liabilities result from gross negligence, willful default or fraud by the Company. This indemnity shall survive termination of this Agreement.

8.2. The Company shall not be liable for any direct and/or indirect loss, expense, cost or liability incurred by the Client in relation to this Agreement, unless such loss, expense, cost or liability is a result of gross negligence, willful default or fraud by the Company. Notwithstanding the

provisions of section 8.1 above, the Company shall have no liability to the Client whether in tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under and/or in connection with the Agreement.

8.3. The Company shall not be liable for any loss of opportunity as a result of which the value of the financial instruments of the Client could have been increased or for any decrease in the value of the financial instruments of the Client, regardless of the cause, unless such loss is directly due to gross negligence, willful default or fraud on the part of the Company.

8.4. The Company shall not be liable for any loss which is the result of misrepresentation of facts, error in judgment or any act done or which the Company has omitted to do, whenever caused, unless such act or omission resulted from gross negligence, willful default or fraud by the Company.

8.5. The Company shall not be liable for any act or omission or for the insolvency of any counterparty, bank, custodian or other third party which acts on behalf of the Client or with or through whom transactions on behalf of the Client are carried out.

## **9. Personal Data**

9.1. By accepting the terms and conditions of this Agreement, the Client irrevocably consents to the collection and processing of his/her personal data/information by the Company without the use of automatic controls, as the same are provided by him/her to the Company. The term personal data for the purposes of this Agreement shall mean: the Name, Surname, Patronymic, gender, address, phone number, e-mail, IP address of the Client, Cookies and information that relate to the provision of Services to the Client (for example, the Client's trading story).

9.2. The Client shall be obliged to provide correct, accurate and complete personal data/information as requested by the Company.

9.3. The purpose of collecting and processing the personal data is to comply with applicable regulating legislation requirements, including without limitation to anti-money laundering regulations, as well as for any and all purposes in relation to this Agreement, including without limitation to enable the Company to discharge its obligations towards the Client.

9.4. The Client acknowledges and consents to that, for the purposes described at the section directly above, the Company shall be entitled to collect, record, systematize, accumulate, store, adjust (update, change), extract, use, transfer (disseminate, provide, access), anonymize, block, delete, destroy such personal data and/or perform any other actions according to the current regulating legislation.

9.5. The Client acknowledges and consents to the Company storing, maintaining and processing his/her personal data in the manner as described in this Agreement during the term of the Agreement and for 5 years following any termination of the Agreement.

9.6. The Client hereby acknowledges, accepts, agrees and consents to the disclosure of personal data by the Company to third parties and their representatives, solely for the purposes of the Agreement, including without limitation in order to facilitate processing/execution of the Client's orders/Operations, provided that at all times (i) the amount of personal data to be disclosed to any such third party is proportionate and/or limited solely to facilitate to the

actions as described above, and (ii) the Company shall ensure that such third party shall treat the personal data in accordance to applicable laws and regulations.

9.7. The Company shall not be entitled to make available the personal data in public and/or disclose such personal data for any other purposes, subject to disclosure required under applicable laws and regulations.

9.8. During processing of the personal data, the Company shall take necessary legal, organizational and technical measures to protect such personal data from unauthorized or accidental access, destruction, change, blocking, copying, provision, and dissemination as well as from any other illegal actions.

## **10. Assignment**

10.1. The Agreement shall be personal to the Client and the Client shall not be entitled to assign or transfer any of his/her rights or obligations under this Agreement.

10.2. The Company may at any time assign or transfer any of its rights or obligations under this Agreement to a third party. The Company shall notify the Client of any such assignment.

## **11. Risk Statement**

11.1. The Client hereby confirms to have read, understood and hereby accepts the risk statement relating to the use of Services on the Website, as the same is available electronically via the Website.

11.2. By accepting this Agreement the Client accepts that the Client has read and understood the information contained in this Agreement and the Company's general description of the nature and risks of different Financial Instruments and/or Service(s) which can be found in our Risk Disclosure.

## **12. One Click Trading terms and conditions**

12.1. One Click Trading mode allows you to perform trading operations on the platform with only one click on the Buy or Sell buttons without any additional confirmations.

12.2. The current version of the platform provides the ability to carry out operations exclusively in the one-click trading mode. You agree to all mandatory procedures and conditions for each of these regimes.

12.3. The "One-Click Trading" mode for sending orders is a one-step process. Here you send an order after each click on the button "Buy" or "Sell".

12.4. The One Click Trading mode for order submission ("One-click trading") is a one-step process. You will be submitting orders when you single-click either Buy or Sell.

12.5. There will be no subsequent confirmation prompt for you to click; hence you should ensure beforehand that all parameters are set based on your trading intentions. You will not be able to withdraw your order once you click Buy or Sell buttons.

12.6. You understand that your orders will be submitted by clicking the Buy or Sell/Put button, without any further order confirmation. You agree to accept all risks associated with the use of the order submission mode you have chosen, including, without limitation, the risk of errors, omissions or mistakes made in submitting any order.

12.7. You agree to fully indemnify and hold harmless the Company from any and all losses, costs and expenses that may incur as a result of any such errors, omissions or mistakes by you or any other person trading on your behalf.

### **13. Charges and Fees**

13.1. The Company shall be entitled to receive a fee from the Client regarding the Service(s), provided by the Company.

13.2. The Company may pay fee/commission to business introducers, referring agents, or other third parties based on written agreement. This fee/commission is related to the frequency/volume of transactions and/or other parameters

13.3. The Company may pay fee/commission to business introducers, referring agents, or other third parties based on written agreement. This fee/commission is related to the frequency/volume of transactions and/or other parameters. Specifically, The Conflicts of Interest such payments to business introducers may create and the procedures established by the Company for their management are described in the Company's Conflicts of Interest Policy.

13.4. All applicable fees or charges can be found on the Company's Website (General Fees). The Company has the right to amend its fees and charges from time to time.

13.5. Ongoing trading fees including inter alia swaps shall be charged and deducted from the Client's account balance. In case the Client's account balance does not maintain enough funds to provide for it, trading fees shall be deducted directly from the relevant positions' profit or loss.

13.6. The Client agrees that any amounts sent by the Client will be deposited to the Account at the value on the date of the payment received and net of any charges / fees charged by the bank or any other intermediary involved in such transaction process and/or in any other case, the Client shall authorize the Company to withdraw the fee by way of transfer from the Client's Account.

### **15. Governing Law**

15.1. The terms and conditions of this Agreement as well as any matters pertaining to this agreement, including without limitation to matters of interpretation and/or disputes, shall be governed by the laws of St. Vincent and the Grenadines.

15.2. The Company and the Clients irrevocably submit to the jurisdiction of the courts of St. Vincent and the Grenadines.

15.3. The Company shall be entitled to use the interpreter's' services during the court trial in case of dealing with disputable situation according to the legislation of the St. Vincent and the Grenadines.

## **16. Duration and Termination of the Agreement**

16.1. The Agreement herein shall be concluded for an indefinite term.

16.2. The Agreement herein shall come into force when the Client accepts the Agreement and makes an advance payment to the Company.

16.3. In case of any discrepancies between the text of the Agreement in English and its translation in any other language, the text of the Agreement in English as a whole shall prevail, as well as the English version/text of any other documentation/information published on the Website.

16.4. The Agreement may be terminated in any of the following circumstances:

a. Each Party shall be entitled to terminate this Agreement at any time by giving to the other Party 15 (fifteen) days written notice. During the 15 days notice, the Company may limit the services available to the Client, however access will be granted in order for the Client to withdraw any remaining balance.

b. The Company shall be entitled to terminate this Agreement, block the Client's account, and return any remaining funds (if applicable) immediately and without giving prior notice under the following circumstances:

i. Death or legal incompetence of the Client.

ii. If any application is made or any order is issued, or a meeting is convened, or a resolution is approved, or any measures of bankruptcy or winding up of the Client are taken.

iii. The Client violates or the Company has reasonable grounds to believe that the Client violated, any of the Client's obligations under and/or terms of, this Agreement and/or is in breach of any of the warranties and representations made by her/him in this Agreement.

iv. If it comes to the Company's attention and/or the Company has reasonable grounds to believe that the Client has not reached the age of maturity in the country which he is resident or citizen, as applicable.

v. If it comes to the Company's attention and/or the Company has reasonable grounds to believe that the Client became a citizen of the USA/territories of the US and/or a resident of



either the USA/territories of the US, Canada, Australia, Belgium, Israel, Palestine, Japan, Sudan, Syria, Iran, North Korea, the Russian Federation and/or any country of the European Economic Area.

vi. If it comes to the Company's attention and/or the Company has reasonable grounds to believe that the Client is or became a Russian resident and his/her Account was registered after the 1st of July 2016.

vii. The Company has suspicion based on available information that the Client:

a. Is and/or has been using fraudulent means or was involved in a fraudulent scheme in relation to the performance of this Agreement;

b. Has illegally and/or improperly and/or unfairly and/or otherwise gained an unfair advantage, over and/or to the detriment of (i) other clients of the Company and/or (ii) the Company;

c. Has unjustly enriched by using information which was intentionally and/or negligently and/or otherwise concealed and/or not disclosed in advance by the Client to the Company and/or for which if the Company had known in advance, it would have not consented and/or it would not have authorised the use of such information by the Client for the purposes of this Agreement; and/or

d. Has performed acts with the intention and/or effect of manipulating and/or abusing the market and/or the Company's trading systems and/or deceiving the Company and/or defrauding the Company; and/or

e. Has acted in bad faith during the performance of his obligations under the Agreement.

viii. The Client being guilty or the Company has suspicions that the Client is guilty, of malicious conduct or gross negligence or fraud or of using fraudulent means or was involved in fraud scheme in relation to the performance of this Agreement.

ix. The termination is required under applicable law.

x. In case the Client receives 2 warnings regarding verbal abuse against employees of the Company.

xi. If the Client didn't provide to the Company his KYC documents within 14 days from the moment request from the Company.

xii. The Client has initiated a chargeback in relation to the funds held in the Client's Account.

xiii. Where the Company identifies that the Client is involved and/or is using a high frequency trading software with the purpose of manipulating the Company's systems and/or trading platform and/or has illegally and/or improperly and/or maliciously and/or knowingly gained an

unfair advantage over and/or to the detriment of other clients of the Company and/or the Company and/or this high frequency trading software is designed to abuse the Company's systems and/or trading platform.

In case of termination of this Agreement for a reason indicated in section 16.b of this Agreement, the Company shall have no liability towards the Client and no obligation to pay the profit of the Client (if any).

In case of termination of this Agreement for a reason indicated in sections 16.a of this Agreement, the Company shall have either to wire to the Client the remaining balance or to give to the Client the opportunity to withdraw his/her remaining balance. In case of termination of this Agreement for a reason indicated in section 16.b of this Agreement, the Company shall have to wire to the Client the remaining balance excluding any profit.

## **Annex 1 - General Terms**

### **Technical Regulation**

#### **1. The Client's Responsibility**

1.1. The Client acknowledges that these General Terms is as an integral part of this Agreement.

1.2. It is the Client's responsibility to verify that all transactions and Service(s) received are not contradictory to any applicable law and to undertake any other legal duty emanating from the use of Website at the Client's sole option, discretion and risk, and the Client is solely responsible for ascertaining whether it is legal in the Client's jurisdiction and/or place of residence. The Client holds sole liability for all transactions in his Trading Account, including all cards transactions or other means of deposit and withdrawal transactions (as stated below).

1.3. The Client is responsible for securing his/her Username and Password for his Trading Account. The Client holds sole responsibility for any damage caused due to any act or omission of the Client causing inappropriate or irregular use of the Client Trading Account.

1.4. It is clearly stated and agreed by the Client that the Client bears sole responsibility for any decision made and/or to be made by the Client relying on the content of the Website and no claim and/or suit of any kind will arise to that effect against the Company and/or its directors and/or employees and/or functionaries and/or Agents (the Company and/or its Agents). The Company and/or its Agents will hold no responsibility for loss of profits due to and/or related to the Website, Transactions carried out by the Client, Services and the General Terms of use or any other damages, including special damages and/or indirect damages or circumstantial damages caused, except in the event of malicious acts made by the Company.

1.5. Without limitation of the aforesaid and only in the event of definitive judgment by court or other authorized legal institution resolving that the Company and/or its Agent(s) hold liability

towards the Client or third party, the Company's liability, in any event, will be limited to the amount of money deposited and/or transferred by the Client to the Trading Account in respect of the transaction which caused the liability of the Company and/or its Agent(s) (if such was caused).

1.6. No Trading Account will be approved without the completion of the Company's compliance procedures, including the identification and verification of the Account.

## **2. Risks**

2.1. The value of the Financial Instruments offered by the Company may increase or decrease. The Client acknowledges that they fully understand the risks involved in trading digital options, including, but not limited to, the risk of loss of all funds.

2.2. Digital options Trading does not give you any right to the underlying instrument of the Transaction. This means that you do not have any interests in, or the right to purchase any underlying shares in relation to such instruments because the Digital options represent a notional value only.

2.3. Virtual currencies are complex and high-risk products, and their prices fluctuates widely; as such, they entail the risk of losing the entire invested capital. Trading cryptocurrencies may result in significant loss over a short period of time. Clients should not trade in virtual currencies in case they do not have the necessary knowledge and expertise in these products.

2.4. The Client acknowledges that he has read, understood and accepted the Company's risk disclosure information found on the Company's Website.

## **3. Financial Information**

3.1. The Company should not be held responsible for any losses that the Client may incur (or to third party) due to reliance on inaccurate or erroneous financial information on the Website.

3.2. The Client should verify the accuracy and reliability of the information on the Website and its appropriateness in comparison with other dependable information sources. The Company will not be held responsible for any allegedly caused claim, cost, loss or damage of any kind as a result of information offered on the Website or due to information sources used by the Website.

3.3. The Client approves and accepts that any oral information given to him/her in respect of his Trading Account might be partial and unverified. The Client accepts sole risk and responsibility for any reliance on the aforementioned information. The Company does not give any warranty that pricing or other information supplied by it through its trading software or any other form is correct or that it reflects current market conditions.

## **4. Processing of Trade Requests and Orders**

4.1. The processing of a Client's request and/or order shall be carried out as follows:

Following submission of a request/order, such request/order shall undergo a correctness test on the Trading Platform;

The request/order shall be send from the Trading Platform to the server;

The request/order shall undergo a correctness test by the server;

The server shall then forward the results of the correctness test to the Trading Platform;

4.2. In case that the connection between the trading platform and the server is correct, the trading platform will receive the results of processing of the Client request or order by the Company.

4.3. The time of the process may vary and depends on the quality of the communication between the Trading Platform and the server of the Company, as well as on the market conditions. In normal market conditions the time of the process usually varies between 0-4 seconds. In market conditions that differ from normal, the time of Client request/order processing can be higher than that.

4.4. The server of the Company may refuse the Client's request/order in the following cases:

4.5. If the client sends the request before the first quote in the Trading Platform on the market opening:

If there is not enough funds on the Client's account for opening a new position;

If the Client sends the request/order before the opening of the trading session;

When market conditions differ from normal, such as there are significant volatility or instability in the markets, or the industry as a whole, preventing us from providing our services in an orderly manner, including any instances where we are unable to receive data and/or we receive incorrect data from our services providers.

## **5. Quotes**

5.1. The Client acknowledges that the only reliable source of quote flow information is the main server for customer requests. The quotes on the Trading Platform cannot serve as a reliable source of information about the real quotes flow, as in the case of unstable connection between the Trading Platform and the server part of the quotes from the flow may not reach the Trading Platform.

5.2. The graphs displayed on the Trading Platform are indicative. Thus, the Company does not guarantee that the transaction will be made at the same prices specified on the graphs in the Trading Platform at the time of submission of the other customer transactions.

5.3. The price displayed on the Trading Platform is formed by Bid.

5.4. Non-market quote – the price in the Trading Platform which does not correspond to the price on the market at this moment of time (hereinafter referred to as the **“Non-market price”**).

5.5. In case that the Company executed the Client's request/order for Non-market quote, the following shall be imposed on the Company's duty:

In case of position closing – correction of the financial result between incorrect closing of the position and closing according to real market price corresponding to the closing moment of transaction according to Non-market price;

In case of position opening – the Company reserves the right to cancel the financial result regarding such position.

## **6. Copyright**

6.1. Copyrights and Intellectual Property (IP) on the Website are the Company's property or of third parties which have authorized the Company to use such IP on the Website and Service(s). It is forbidden to copy, distribute, duplicate, present in public, or deliver the copyrighted material, in whole or in part, to third parties. It is forbidden to alter, advertise, broadcast, transfer, sell, distribute or make any commercial use of the copyrighted material, in whole or in part, except with duly signed prior permission from the Company.

6.2. Unless explicitly stated otherwise, any material and/or message, including without limitation, idea, knowledge, technique, marketing plan, information, questions, answers, suggestions, emails and comments (hereinafter – “Information”) delivered to the Company shall not be considered the Client's confidential or proprietary right of. Consent to the Agreement will be considered as authorization to the Company to use the entire Clients' Information (excluding Clients' Information designated for personal identification), at the absolute and sole discretion of the Company without requirement of any additional permission from the Client and/or the payment of any compensation due to such use.

6.3. Client undertakes that any notice, message or any other material supplied by the Client shall be appropriate and shall not harm other persons including their proprietary rights. Client shall refrain from uploading or sending any illegal and/or harmful and/or disturbing to other Clients material, and is strictly forbidden from taking any action, which might damage the Company.

## **7. Content and Third Parties' Websites**

7.1. The Website might include general information, news, comments, quotes and other information related to financial markets and/or advertising. Some information is supplied to the Website by unaffiliated companies.

7.2. The Company does not provide investment research. All news, comments, quotes and other information related to financial markets published by the Company are of promotional/marketing nature only.

7.3. The Company does not prepare, edit or promote the information/links and/or other information provided by unaffiliated companies.

7.4. The Company will not be liable for the content of any third-party websites or the actions or omissions of their proprietors nor for the contents of third party advertisements and sponsorship on those websites. The hyperlinks to other websites are provided for information purposes only. Any Client and/or potential client use any such links at his/her own risk.

## **8. Processing of Client Orders to Open Positions**

8.1. If the amount of available funds is sufficient to open a position - the position will be opened.

8.2. If the size of the available funds is insufficient to open a position - the position will not be opened.

8.3. The Client's order to open a position is processed, and the position is opened only after the corresponding entry in the server log file. Each new position is assigned with a serial number.

## **9. Processing of Client Orders to Close Positions**

9.1. Closing of trading position occurs at the current price at the trading server at the moment of closing of the trading operation.

## **10. Position Liquidation**

10.1. In the event that a trader's margin level drops to a certain percentage, known as the stop-out level, when there are not enough funds to maintain open positions, the position is automatically closed.

## **10. Fraud**

10.1. In the event that the Company has reasonable suspicion to believe and/or comes to its attention that the Client has acted fraudulently with regard to the subject matter of the Agreement, including without limitation to the following occurrences:

10.2. Fraud associated with credit card transactions and other ways to fill a balance that does not belong to the Client;

10.3. Fraud associated with the use of software for false trading results;

10.4. Fraud associated with errors and system failures for false trading results, the Company shall be entitled to block the Client's account without prior notice and without the possibility of further money withdrawal and/or entitled to unilaterally terminate the Agreement in the extrajudicial procedure.