Terms & Conditions

This Agreement is entered into by and these Terms & Conditions (hereinafter referred to as the "Agreement") shall regulate the relationship between Iqoption Ltd, with Reg. No. 094224, and registered at: Global Gateway 8, Rue de la Perle, Providence, Mahe, Seychelles (hereinafter referred to as the "Company"), and the user (a natural or legal entity) (hereinafter referred to as the "Client") of GBX options (hereinafter referred as the "Website").

1\. 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.

2\. 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, the Client enters into a legal and binding agreement with the Company.

3\. 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.

4\. 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.

5\. 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.

1.1. 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 the lower price in a quote. The price the Client may sell at.

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.

Execution - means the execution of Client orders by the Company acting as a broker and/or matched trader, for the Market Maker as per the terms of this Agreement.

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.

Market Maker - means any licensed entity for which the Company acts as a broker and/or facilitator, for the purposes of reception and transmission of orders placed by the Client, including without limitation to Iqoption Liquidity Ltd, a company with registered number 2314028 and registered office at 25 mason Complex, Stoney Ground, P.O. Box 193, the Valley, Anguilla, with which the Company has entered into an agreement for the provision of liquidity and market making services under which the Company acts as a commission based broker for and on behalf of Iqoption Liquidity Ltd.

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 and any transaction, such prices being based on the market rates provided by the Market Maker, and may be changed without prior notice. Where this is relevant, the prices given through the Trading Platform include the Spread (as defined below). The Prices specified are the prices the Market Maker and the Company, as a broker and/or matched trader, are ready to offer to the Client.

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.

2.2. Subject of the Agreement

3. 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.

4. 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 citizen or resident of the following jurisdictions: USA, Canada, Australia, Belgium, Israel, Palestine, Japan, Sudan, Syria, Iran, North Korea and/or any country of the European Union.

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

6. In relation to Clients from the Russian Federation, note is made of the following: for the avoidance of any doubt, this Agreement is not concluded in the Russian Federation. The present Agreement is concluded in the Republic of Seychelles and the provisions of this Agreement shall be regulated by section 10 of this Agreement.

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.

8. The parties affirm that the Agreement is not entered into under and in accordance to, the legislation of the Russian Federation but this is without prejudice to the right of the parties to contract in accordance to clause 2 of article 421 of the Russian Federation Civil code.

9. Services provided to the Client by the Company shall not be considered as (i) forex-dealer services, within the meaning of clause 4.1 of the Federal law of the Russian Federation "About the security market" No. 39-FZ dated 22.04.1996", and/or (ii) gambling and/or wagering within the meaning of the Federal law of the Russian Federation No. 244-FZ "About state regulation of activity regarding organization and fulfillment of gambling and implementation of changes in some legal acts of the Russian Federation" dated 29.12.2006.

10.3. Services of the Company

11. 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.

12. 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.

13. 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.

14. 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.

15. For the avoidance of any doubt, it is noted that the Company acts merely as a commissioned based broker / agent, and therefore, all transactions placed on the Company's Trading Platform will be transmitted for execution to the Market Maker as per the provisions of the agreement placed between them and any market risk associated with the Execution lies with the Market Maker.

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

17. 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.

18. 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.

19. 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.

20. The Client has the right to cancel his/her order submitted with the Company within 3 seconds following submission (hereinafter referred to as the "Cancellation"). Following three seconds from the moment of submission of the order with the Company by the Client via the Trading Platform, the Company may (but is not obliged to do so) offer to buyout the option from the Client and the Client shall have the right to accept such offer (hereinafter the "Buyout option").

21. The Client is entitled to use such Cancellation or Buyout option subject to the conditions specified on the Trading Platform/Website, including without limitation to any fee to be charged by the Company. The Company shall be obliged to provide all necessary information as to the conditions of Cancellation and Buyout, including any applicable costs, etc. The Client acknowledges, accepts and agrees that provision of such information on the Trading Platform is sufficient. The Client acknowledges, accepts and agrees that the use of Cancellation or Buyout option entail large risks for the Client, especially in the case where the costs associated with Cancellation and/or Buyout, depend on the market situation. The Client acknowledges, accepts and agrees that he/she shall bear all risks associated with the use of Cancellation and/or Buyout option.

22. It is understood and agreed by the Client that the Company may from time to time, at its sole discretion, utilize a third party to hold the Client's funds and/or for the purpose of receiving payment execution services. These funds will be held in segregated accounts from such third party's own funds and will not affect the rights of the Client to such funds.

23. 4. Reception and Transmission / Electronic Trading

24. The Client accepts and understands that all orders received shall be transmitted for execution to the Market Maker and that for any orders

placed with the Company, the Company shall act as an agent and not as a principal of the Execution.

25. Reception of the order by the Company shall not constitute acceptance and acceptance shall only be constituted by the transmission for execution of the order by the Market Maker.

26. The Company, upon acceptance of the order, shall only be liable for its due transmission for execution to the Market Maker, having the ability to execute such order.

27. The Company shall be obliged to transmit the Client orders for execution by the Market Maker sequentially and promptly.

28. 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.

29. 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.

30. The Client acknowledges that the Company will not transmit any orders to the Market Maker if such orders were submitted via the use of electronic means other than the predetermined electronic means, namely through the Trading Platform. The Company shall have no liability towards the Client for failing to transmit such orders to the Market Maker.

31. The Company bears no responsibility and shall not be liable for any actions or omissions of the Market Maker or of third parties nor does it bear any responsibility for any direct or indirect damage and/or loss and/or expense caused to the Client, and/or the Market Maker and/or third parties as a result of and/or in relation to any aforesaid action or omission.

32. The Company shall proceed to a settlement of all transactions/Operations upon execution of such transactions/Operations by the Market Maker.

33. The Company will receive fee/commission as well as other remuneration from the Market Maker, based on the agreement concluded between them for the provision of liquidity and market making services. The Company will receive fee/commission from the Market Maker for whom it acts as a broker, through which transactions are executed.

34. The graphs displayed on the Trading Platform are indicative. Thus, the Company does not guarantee that the transaction that was transmitted for execution by the Market Maker will be made at the same prices specified in the Trading Platform at the time that the Client transactions/Operations are processed.

35. The Client acknowledges that the Company will have the right, at any time and for any reason and without justification, and at its sole discretion, to refuse to transmit any order to the Market Maker for execution, including without limitation to 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. If the Client seeks to be or became the US Reportable Person or the citizen or resident of Canada, Australia, Belgium, Israel, Palestine, Japan, Sudan, Syria, Iran, North Korea or of any country of the European Union. Any such refusal by the Company shall not affect any obligation, which the Client may have towards the Company.

36. The Client acknowledges that, under certain market conditions and in particular where the Market Maker has reached or surpassed internal exposure levels, the Company may have to close all or a part of the Client's positions in CFD contracts with cryptocurrencies as underlying assets. The Company undertakes to provide adequate notification to the Client in case a CFD position will be liquidated by the Company and shall provide no less than 5 (five) working days notice before proceeding with the liquidation.

37.5. Rights, Obligations and Guarantees of the Parties

38. 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@iqoption.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 to section 11 herein.

39.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 is an indication that shall reasonably lead the Company to believe that sections 3.7 and 5.2.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.

   J. Shall register only 1 (one) Account with the Company. In case that the Client owns multiple accounts, any transactions/Operations made via such multiple accounts and corresponding financial results of such transactions/Operations, can be canceled to the absolute discretion of the Company. All such multiple accounts can be blocked upon the Company's absolute discretion, and funds deposited and maintained therein shall not be considered/treated as financial obligation of the Company towards the Client.

   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.

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

A. Is not residing in any country where distribution or provision of the 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 an US citizen and/or a citizen of the Australia, Belgium, Israel, Palestine, Japan, Sudan, Syria, Iran, North Korea and/or of any country of the European Union;

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.

41.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 option payments rate, return rate, the possibility of adjusting the return rate, the possibility of acquiring the option type, the minimum and/or the maximum option amount, the possible expiration periods for one, several or all of the of the assets. The company shall be entitled to limit the maximum amount of purchased options for 1 (one) minute, 1 (one) hour, 1 (one) calendar day.

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.

42. 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.

43. 6. Indemnity and Liability

44. The Client shall indemnify and keep indemnified the Company and its directors, officers, including, without limitation to, Mrs. Vanessa Boulle with passport number N0121465 the current sole director of the Company, 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.

45. 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 6.1 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.

46. 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.

47. 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.

48. 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.

49.7. Personal Data

50. 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 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 and information that relate to the provision of Services to the Client (for example, the Client's trading story).

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

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57.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.

58.8. Risk Statement

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.

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.

59.9. One Click Trading terms and conditions

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

Opting in for the One Click Trading mode means that you acknowledge that you have read and understood the following terms and conditions, and you agree to be bound hereby.

Your current version of the platform enables you to choose between the following modes for order submission. You agree that you will be bound by the procedures and conditions specified herein with respect to each such mode.

60.There are several steps you have to follow when using the default mode for the submission of orders. Using the default mode, you first invoke the instruments menu and choose the assets you want to trade. Then you

select all parameters depending on the instrument you have chosen and confirm your order submission by clicking either Buy/Call or Sell/Put buttons depending on the particular order type selected and your trading intentions. Using the default mode, a confirmation window will appear and will you have to confirm your intentions and the trade details in order to confirm the transaction. Your order will not be submitted until you have completed the aforementioned procedure.

61. 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/Call or Sell/Put buttons.

    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/Call or Sell/Put buttons (with the exemption of a 3 second cancellation period for binary options) and only certain parameters such as stop loss and take profit orders for CFDs can be modified after having opened a trade. Under normal market conditions and system performance, a market order will be promptly filled after submission and you will have entered into a binding transaction.

    You can activate or deactivate One Click Trading mode in the settings of the platform. One Click Trading can be activated or deactivated for one or several instruments in the settings.

    By selecting the One Click Trading mode, you understand that your orders will be submitted by clicking the Buy/Call 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.

    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.

If you accept the One Click Trading terms and conditions, tick the "buy in one click" option when opening trades on the platform. If you do not accept the conditions, do not tick the box and do not use the One Click Trading function.

62.10. Charges and Fees

1. The Company shall be entitled to receive a fee from the Client regarding the Service(s), provided by the Company.
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
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.
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.
5. The Client is entitled to use OTN tokens to reduce the brokerage commission charged by the Company for opening CFDs on cryptocurrencies. For this purpose, clients can find the current internal rate of OTN tokens value for paying commissions on the OTN tab of the trading platform.
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.

63.11. Governing Law

64.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 the Republic of Seychelles.

65. The Company and the Clients irrevocably submit to the jurisdiction of the courts of the Republic of Seychelles.

66. 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 Republic of Seychelles.

67.12. VIP benefits

The Company may and at its sole discretion, provided a Client deposits in his/hers Trading Account a total amount of €3,000 (Euro Three Thousand) or the equivalent amount in another currency, grant the Client VIP status and benefits as these will be set out from time to time at the Company's website. The Company is entitled, at its sole discretion, without cause and/or without prior notification, to revoke VIP status and benefits from a Client and/or remove and/or alter the benefits offered to VIP Clients. Clients who are granted VIP status and benefits agree that any such alteration and/or revocation of the VIP status and/or benefits offered to them due to their VIP status, shall not entitle them to any compensation and neither shall constitute a cause of action against the Company.

68.13. Duration and Termination of the Agreement

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

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

71. 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.

72. 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.

V. If it comes to the Company's attention and/or the Company has reasonable grounds to believe that the Client became a resident or citizen of either the USA, Canada, Australia, Belgium, Israel, Palestine, Japan, Sudan, Syria, Iran, North Korea, or any country of the European Union,

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 citizen or resident and his/her Account was registered after the 1st of July 2016.

VII. The Client being 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.

VIII. If it comes to its attention and/or has reasonable grounds to believe that the Client is guilty of 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 of acceptance of this Agreement.

XII. In case the Client uses and/or there are indications that lead the Company to reasonably believe that the Client uses different IP addresses from different countries and/or VPN during the course of executing any transactions and/or trades through the Trading Account and/or the provision of the Services. Whether the Client has provided notice to the Company for any change to its IP address and/or of the use of VPN is irrelevant.

73. The Company shall be entitled to terminate this Agreement immediately without giving prior notice if the Client fails to provide to the Company his/her KYC documents within 14 days from the moment of acceptance of this Agreement, constituting, thus, his/her Account as an unverified Account.

74. In case of termination of this Agreement for a reason indicated in section 12.4.b of this Agreement, the Company shall have no liability towards the Client and no obligation to pay the profit of the Client.

75. In case of termination of this Agreement for a reason indicated in sections 12.4.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 12.4.b of this Agreement, the Company shall have to wire to the Client the remaining balance excluding any profit.

76.14. Terms and Conditions for 1-Click Service

77. The Client shall agree to make a deposit to his/her Account to use the Company Services or any other additional services ordered by the Client

on the Website as well as all additional expenses (if necessary), including but not limited to any taxes, duties, etc. The Client shall be completely responsible for timely depositing the funds into his/her Account. Provider of payment services shall ensure only fulfillment of payment in the amount defined by the Site and shall not be liable for payment of the above-mentioned additional amounts by the Website's Client.

78. The payment is considered to be processed and cannot be returned after clicking the "Payment" button. By clicking the "Payment" button, the Client shall agree that he/she cannot return the payment or require its recall. Additionally, by accepting the terms and conditions herein contained , the Client as the owner of the payment card confirms that he/she shall be entitled to use the Services offered on the Website.

79. By accepting the terms and conditions of this Agreement and depositing funds to the Account, the Client agrees to the use the Website's Services and accepts that the processing of any of the Client's payment shall be executed by a provider of payment services, being a third party to this Agreement (the "Provider"), and the Client further acknowledges and accepts that no legal right exists for return of already purchased Services or other options of payment cancellation. In case if the Client is willing to refuse from using of the 1-Click service for the next purchase of the Service, the Client can refuse from 1-Click service using the Account on the Website.

80. Note that 1-click deposits (recurring payments) are not processed as 3-D secure transactions, the client needs to enable 3-D secure function if he would like the payments to be processed as 3-D secure", as it's a vital information in regards to BTC withdrawal policy.

81. The Provider shall not be in any case liable for refuse/impossibility to process the data connected with payment card of the Client, or for refuse connected with failure to obtain permission from the issue bank to process payment using the payment card of the Client. The Provider shall not be in any case liable for quality, amount, and price of any service, offered to the Client or purchased by the Client of the Website using the payment card of the Client. Paying for any Services of the Website the Client first of all shall be obliged to fulfill the rules of using the Website. We are asking to consider that only the Client as the owner of the payment card shall be liable for timely payment of any service ordered

via the Website and for all additional expenses/fees connected with this payment. The Provider shall only be the performer of payment in the amount specified by the Website and shall not be in any case liable for any pricing, general prices and/or total sums.

82. In case of the situation connected with the Client's dissent with the terms mentioned above and/or any other reasons, we are asking the Client to promptly refuse from making a payment and to directly address the administrator/support of the Website if necessary.

Annex 1 to Terms and Conditions

Technical Regulation

1.1. Processing of Trade Requests and Orders

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

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

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

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

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

6. 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.

B. 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.

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

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

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

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

9. 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.

E. When using the trading platform it is allowed to use only one tab of the browser. In case of using several tabs of the browser the results of trade can be corrected and/or cancelled.

10.2. Quotes

11. 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.

12.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.

13.The price displayed on the Trading Platform is formed by the formula (Bid+Ask)/2

14.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").

15.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:

16.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;

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

18.3. Processing of Client Orders to Open Positions

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

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

21. 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.

22.4. Processing of Client Orders to Close Positions

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

23.5. OTC Assets

24. OTC Asset or "over the counter" is an asset that traded out of the regular market (hereinafter referred to as the "Asset").

25. The Asset's price is formed from data for trade requests and orders of the Clients, received by the Company.

26. The Client acknowledges that by making trade requests and orders on such Asset, he/she understands the essence of the work of such an Asset and the pricing algorithm of the Asset.

27. The Client acknowledges that by making trade requests and orders on such Asset, he/she admits that the only reliable source of quoting information is the main server for the trade orders of the Clients.

28.6. Fraud

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:
A. Fraud associated with credit card transactions and other ways to fill a

balance that does not belong to the Client;
B. Fraud associated with the use of software for false trading results;
C. 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.