



## TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS APPLY TO THE WEBSITE LOCATED AT <https://global.europefx.com/> (THE "WEBSITE") AND THE SERVICES OFFERED THROUGH THE WEBSITE. IF YOU DO NOT AGREE TO ANY OF THE PROVISIONS OF THE TERMS AND CONDITIONS, YOU SHOULD STOP USING THE WEBSITE AND THE SERVICES IMMEDIATELY.

### 1. Acceptance of the Terms and Conditions

- 1.1. These Terms and Conditions (the "**Terms**") are a binding agreement between MARKETS FS GLOBAL LTD, a company incorporated under the laws of Vanuatu, whose registered office is located at Govant Building, PO BOX 1276, Port Vila - Vanuatu, (the "**Company**" "**us**" "**our**" or "**we**") and you, the person who uses the services described herein and/or the Website (the "**Client**" "**you**" "**your**" or "**yourself**").
- 1.2. By your use of the Website and/or opening an account to use our services, you agree to comply with the terms and conditions governing your use of the Website and the services offered through the Website (the "**Services**").
- 1.3. In addition to the Terms, you should also read our Privacy Policy located on our Website (the "**Privacy Policy**"), which sets out how we collect and use your personal information and is an integral part of these Terms.
- 1.4. The Company shall be entitled to modify, change, or amend the Terms at any time and shall post the amended Terms on the Website, indicating the date the Terms were last amended. It is your responsibility to check for any such updates from time to time. If you do not agree with any modification to the Terms your sole and exclusive remedy is to terminate your use of the Services and close your Account (as defined below).

### 2. The Services

- 2.1. Our Services allow you to enter into transactions with the Company for CFD (Contract for Difference) trading, in accordance with any terms and conditions set out herein or on our Website ("**Transactions**"). CFDs give traders and investors an opportunity to profit from price movement without owning the Underlying Assets, where the profits are calculated by the movements in the prices of the Underlying Asset between trade entry and exit, computing only the price change without consideration of the asset's underlying value. For the purposes of these Terms, "**Underlying Assets**" means the security, index, commodity, foreign exchanges, futures contract, bullion or other instrument or asset or factor in reference to which the value of a CFD is determined.
- 2.2. CFDs are over-the-counter derivative financial products, which are not traded on any exchange and do not provide its holder with any rights in or to the Underlying Asset.

### 3. Registration and Your Account

- 3.1. In order to use our Services and initiate any Transaction, you hereby acknowledge and understand that you must open an account through our Website (your "**Account**") and undergo our registration process, including without limitation, for the purposes of KYC, as shall be further described herein. You will be prompted to create a username and password to open your Account on the Website (your "**Log-In**") and to proceed with registration. During the registration process, you shall provide us with requested information, which may include, without limitation, your name, identification number, birthdate, e-mail address, postal address, telephone number, and/or credit card information details, as applicable



("Registration Details"). You will use your Log-In to access your Account and Registration Details, as well as to access any other information that may be posted to your Account from time to time, such as transactional activity once you have been approved to use our Services.

- 3.2. You warrant and represent that all Registration Details that you provide to us, are true, accurate, and complete, and that you shall promptly update your Registration Details upon any change to this information. You understand and agree that the name you provide must match the name on the credit/debit card(s), bank details, and other payment accounts [(e.g. personal virtual wallet)] which you provide to us.
- 3.3. You further acknowledge and represent to us the following:
  - a) you are at least 18 years of age and the legal age to enter into a binding agreement in your location;
  - b) you are of sound mind and capable of taking responsibility for your own actions with the full legal capacity to accept these Terms;
  - c) the purpose of your Account is for your own personal use;
  - d) you shall only open one Account with the Website;
  - e) you shall not assist others in obtaining unauthorised access to the Website, Services and/or your Account and/or any other activity on the Website that has been strictly authorised for you;
  - f) you shall not access the account of any other person through the Website; and
  - g) you shall be fully responsible for any activities undertaken by you on the Website and during the registration process.
- 3.4. You also acknowledge that certain restrictions may apply to CFD trading based upon applicable laws and regulations in your jurisdiction that may restrict us from entering into certain Transactions with you, and you understand that we have the right not to enter into any Transaction with you.
- 3.5. You acknowledge and agree that you are responsible for maintaining the confidentiality of your Log-In, Account, and Registration Details and the safeguarding of your information. You understand that any compromise of your Log-In, Registration Details, and/or other Account information may expose your personal and confidential information to unauthorised access by a third party, which may also result in loss or theft of your funds, as well as any linked accounts, such as your linked bank accounts and credit cards.
- 3.6. You are responsible for the security of your Account information on your own personal computer and internet access location. You understand that if your username and password combination is 'hacked' from your computer due to any virus or malware that is present on the computer, or other device, from which you access the Website, the Company shall have no liability or responsibility whatsoever. You should report any possible hacking attempts or security breaches from your computer terminal, or other device, immediately to the Company.
- 3.7. In the event you have any knowledge of: (i) a third party gaining access to your Log-In and/or Account, or other breach of security related to your Log-In and/or Account; (ii) compromise of your personal information; and/or (iii) any other unauthorized use of your Registered Details on the Website, you should notify us immediately by sending an email to [Support@global.europefx.com](mailto:Support@global.europefx.com) including all relevant details.
- 3.8. In the event you create a Log-In, open an Account, and gain access to the Services without our permission, we reserve the right to immediately suspend or terminate your use of the Website, as we deem appropriate, as well as suspend or terminate any pending orders or transactions; and we reserve



the right to seek any other remedy to which the Company may be entitled for such violation and the Company may take further actions against you.

- 3.9. The Company does not guarantee to provide you with security alerts or any other alert and the Company shall not be held liable for not providing any alerts. The Company will not be responsible or liable in any way for any damages or losses which you may sustain as a result of your Log-In, Registration Details, or other Account information being compromised in any way whatsoever.
- 3.10. You hereby represent and warrant that you will comply with all applicable laws and regulations. Any criminal activity or fraudulent acts committed by you, or under your supervision and/or control, through your use of the Website and/or our Services are absolutely not permitted. You affirm and declare that you shall not perform or attempt to perform any such activity, including but not limited to, fraud, money laundering, illegal gambling operations, terrorist financing, or malicious hacking. You also agree not to hide your IP location and you shall always disclose your accurate and true location while using the Website and/or the Services.

#### **4. Know Your Customer ("KYC"), AML Policy, and Compliance**

- 4.1. As part of our KYC procedures and in order to be approved to use our Services, we will conduct a verification process to verify your Registration Details and confirm your identity and eligibility to use our Services. During this verification process, we may request certain documents from you, which may include proof of address, such as a utility bill, proof of your payment method and a copy of a government issued identity card. We reserve the right to require certified or notarised copies at your expense. You understand that we shall be under no obligation to accept any documents as valid. In addition to documentation, we may also choose to verify your identity through a video and/or audio call conference (collectively, the "**KYC process**").
- 4.2. Along with our KYC process, we have implemented certain checks to prevent money laundering (the "**AML policy**"). Money laundering means the disguising of the source of proceeds derived from criminal activity so that it appears as though it came from legitimate sources of income. In order to prevent any criminals from laundering or attempting to launder criminal proceeds through our Website or Services, the Company has instituted the AML policy.
- 4.3. You acknowledge that in order to conduct such verification process and/or background checks, in accordance with our KYC process and AML policy ("**KYC/AML Review**"), we may perform inquiries, directly or indirectly through third party service providers to prevent fraud, suspicious activity, misidentification, money laundering or any other prohibited activity. We reserve the right to take any action we deem necessary with respect to the outcome of such inquiries. You agree and consent to the Company's global transfer, if necessary, of your information as required for its legitimate business purposes. The Company will retain your information to perform KYC checks for the period necessary to perform the KYC/AML Review, and as required to comply with the Company's legal obligations.
- 4.4. In the event that you fail our internal compliance and security checks for any reason, you may be prevented from using our Services, accessing the Website, and/or we may limit or suspend your use of the Services and/or Website at any time. You understand that the outcome of such KYC/AML Review, including a decision not to approve you to use our Services, is within the Company's sole and absolute discretion, and we are under no obligation to provide feedback on the exact nature of our findings.

#### **5. Suspension or Termination of Your Account**

- 5.1. In the event the Company determines, in its sole discretion, that any activity you perform through our Website is suspicious or related to any prohibited activity, the Company may cancel or suspend your



Account and/or access to the Website, block any outstanding Transactions, deny any new Transactions, and/or freeze any funds that may be available to you through our Services. You understand that you shall be held liable for losses incurred by the Company or by any third party due to your non-compliance and/or violation of any of the above. The Company shall be entitled to inform any relevant authorities or entities (including credit reference agencies) of any payment fraud or other criminal activity and may also engage collection services to recover payments. You further acknowledge and understand that the Company, in its sole discretion, has the right to suspend or terminate your Account for any other reason.

- 5.2. You may terminate your Account at any time by submitting your request to terminate your Account to [Support@global.europefx.com](mailto:Support@global.europefx.com). You will be responsible for fulfilling any outstanding payment obligations to the Company existing as of the effective date of termination and to settle any pending transactions, and to pay any applicable fees or charges. The Company reserves the right to suspend any pending transactions upon termination of your Account.

## 6. Taxes

- 6.1. You acknowledge that you are solely responsible for any applicable taxes with respect to your Transaction(s) on the Website and/or through the Services. The Company shall not provide any tax advice concerning your CFD trading or any other Transaction through this Website and/or the Services. It is your responsibility to report, pay and remit your taxes, as applicable, to the appropriate tax authorities in the relevant jurisdiction(s).
- 6.2. Unless otherwise agreed, the terms of any amounts payable by you under these Terms are stated exclusive of any taxes or mandatory payments. You must pay any such taxes or mandatory payments to the relevant government agency, or otherwise, which may apply under applicable laws, and you agree to fully indemnify us for any such payments we may be required to make on your behalf. You hereby acknowledge and agree that we may debit your Account in the amount of any such payments we are required to make on your behalf.

## 6. Fees

- 6.1. You agree to pay to us the following fees and charges (collectively, the "Fees"):
- 6.1.1. **Withdrawal Fees**  
Any amount which you withdraw from your Account shall carry a Withdrawal Fee as set out on our Website;
- 6.1.2. **Dormant Account Fees**  
In the event that no Transaction has been executed through your Account for ninety consecutive days, we may charge your Account with Dormant Account Fees per each such dormant period. The Dormant Account shall be subject to a deduction of fifty USD (or the base currency of the Client's Account) each month (the "Dormant Fee"). You hereby explicitly confirm and authorize us to charge your Account with the Dormant Account Fees, which shall be deducted automatically from your Account;
- 6.1.3. **Finance Charges**  
When you are a long party to a CFD, we charge you for interest payments which accrue on a daily basis and are payable daily by you;
- 6.1.4. **Default Event Charges**  
We may charge you, debit your Account or otherwise be reimbursed by you for any costs and expenses which may apply to us pursuant to your Default Event. For the purposes of these



Terms, "**Default Event**" shall mean any breach by you of these Terms, or you becoming in any way unable to pay your obligations (e.g. if you become insolvent or bankrupt, or a receiver, manager or administrator is appointed to handle any of your assets);

6.1.5. **Additional Fees and Expenses**

We may charge you, debit your Account or otherwise be reimbursed by you for any costs and expenses which may be charged to us by third parties in connection with your trading with us, including, but not limited to, any Transaction charges, commissions, fees, Prices, premiums, settlement and clearing fees, legal expenses and taxes. For the purpose of these Terms, "**Prices**" means the price or rate quoted by us (as adjusted for any fees and/or charges) and agreed to by you, whether it's a buy price or a sell price;

6.2. You hereby explicitly agree and consent that any Fees which shall be payable by you shall be deducted from your Account without prior notice.

6.3. You acknowledge and agree that:

6.3.1. We may receive commissions and other benefits from third parties in relation to Transactions we enter into with you, or on your behalf, or in connection with other services provided to you. We are entitled to retain such commissions and benefits; and

6.3.2. If you have been referred to us by or on behalf of a broker or other third party, that broker or third party may receive benefits in the form of a commission or rebate from us.

**7. Opening and Closing CFD Transactions**

7.1. Transactions. All Transactions are entered into between you and us as principal. Transactions involve opening, or the closing out of, a CFD. You acknowledge that all Transactions are based upon a Price we quote and is agreed to by you. You also understand that we are not required to enter into any Transaction with you. For the purposes of these Terms, a Transaction may also be referred to as a CFD hereinafter.

7.2. Quotes. Prices for CFDs are quoted by the Company with a buy price and a sell price. The Price quote given to you by us allows you to enter into the Transaction at the higher quoted Price or to close out an existing CFD at the lower quoted Price.

7.3. Long and Short Positions. When entering into a CFD in the expectation that the price of the Underlying Asset will increase, you go "long" and enter into a long position. When entering into a CFD in the expectation that the price of the Underlying Asset will decrease, you go "short" and enter into a short position. Generally, in a long position you will buy, and in a short position you will sell.

7.4. Transaction Prerequisite. Before you enter into a Transaction, you are required to pay an Initial Margin (as defined in Section 9.2 below).

7.5. Confirmations. After you enter into a Transaction, you will automatically receive from us a confirmation via the Company's online trading platform (the "**Platform**") on the Website or other electronic format (e.g. email). You must review any confirmation or statement immediately to ensure its accuracy and you must report any discrepancies to us as soon as reasonably practical. Confirmations are deemed to be conclusive and binding if not objected to by you in writing within 2 Business Days of the confirmation being made available to you.



- 7.6. Trading Halt or Suspension of Underlying Asset. You will not be able to enter into any new Transactions where the Underlying Asset is subject to a trading halt or suspension by the relevant market (or if the relevant index is suspended), or otherwise not being able to be traded.
- 7.7. Closing Out. In general CFDs do not have an expiry date. They remain open until they are closed in accordance with the terms of your Transaction. When you wish to close a CFD position, you enter into a CFD which is equal and opposite to the open CFD. To proceed in this manner, you must contact a Company representative via the Platform and we will determine the current market value (or level) of the Underlying Asset for the CFD, with the view to closing the CFD position (or part of it). Upon receiving the quote of the current market value from us, you will have the opportunity to accept the value. Upon your decision to accept, the next step involves your instruction to us to close your open position in accordance with your instructions. The total closing value is then determined by multiplying the number of CFDs by the value of the CFD's Underlying Asset. In the event the Underlying Asset has its own termination or expiry date, then the relevant CFD will terminate on or before the expiry of the Underlying Asset, unless earlier terminated by you or upon your instructions to rollover the CFD. For example, a CFD over a futures contract traded on an exchange usually has a fixed expiry date, and generally, prior to termination, the exchange will issue a notice of that expiry. It is your responsibility to monitor the notice dates and expiry dates of any Underlying Assets for your CFDs.
- 7.8. Pre-determined Close-out Date. When you open a CFD, you may also have the option to pre-determine a close-out date based on the occurrence of certain events or market prices.
- 7.9. Payment Rights upon Closing. On the day that the CFD is closed, we will calculate the remaining payment rights and obligations to reflect movements in the contract value as of the close of the previous business day (including other credits/debits).

## **8. Deposits, Withdrawals and Chargebacks**

- 8.1. Deposits. In order to initiate any Transaction, you must first maintain sufficient cleared funds into your Account by way of deposits to cover your desired transaction. You may deposit funds either through the use of credit card payment or a bank transfer to the account provided by the Company. You understand and acknowledge that the payment methods accepted by the Company may change from time to time at our discretion and there may be a required minimum deposit posted on our Website.
- 8.2. Withdrawals. At any point, you may make a request for a withdrawal to withdraw funds from your Account, subject to a minimum withdrawal amount posted on our Website. Pursuant to an approved withdrawal request, the Company may either credit your credit card, using the credit card details you provided, or initiate a bank transfer to the bank account you provided.
- 8.3. Record. All of your deposits and withdrawals shall be recorded under your Account.
- 8.4. Acceptance of Funds. You understand and acknowledge that the Company cannot guarantee that your credit card provider or bank will accept the funds and it is your responsibility to ensure that the credit card company or bank that you wish to use will accept your funds.
- 8.5. Chargebacks. You agree that you will not make or attempt to make any chargebacks, and/or deny or reverse any payment or deposits that you have made. You hereby agree that you will reimburse us for any chargebacks, denial or reversal of your payments or deposits and any loss suffered by us as a consequence of this. In any such event, we reserve the right to cease to provide the Services, terminate these Terms, withhold payments to you, and take any further action which we may see as appropriate.



8.6. Set-off. You also agree that the Company may, at any time, set off any amount owed by us to you against any amount owed by you to us and adjust your Account records to reflect any changes resulting from such set-offs.

## 9. Leverage and Margin

9.1. CFDs are leveraged products, meaning that you are required to pay only a certain fraction of the total value of the contract in order to enter and maintain a CFD ("**Margin**"). This means that with a small amount of money you are able to control a larger amount, giving you a higher market exposure. You should be always aware that just as the leverage may work in your favor, magnifying your gains, it may also work against you, in similarly magnifying your losses. Since the CFDs are leveraged instruments, by trading them you are exposed to the risk of losing substantially more than your initial investment amount.

9.2. The following Margins will apply to your Account:

1. **Initial Margin** to enter into a CFD, which will typically be a percentage of the total value of the CFD, to be determined by us.

9.3. The Variation Margin and Maintenance Margin must be paid by you, as further detailed in Section 10. The minimum Initial Margin will be set by us at our sole discretion, and will represent a percentage of the total value of the CFD. The minimum Initial Margin will typically be between 0.5% and 10%, but may be as low as 0.5%, or as high as 100% of the CFD value.

9.4. The Margin is usually provided from available funds in your Account. This means that you must have sufficient funds in your Account before you can trade and open a Transaction. Owing to the volatility of the market, the amount of the required Margin may change after a position has been opened, requiring a Variation Margin to be paid by you at that time. The Margin requirement is calculated to cover the maximum expected movement in the market at any time (e.g. 100% of the CFD value).

## 10. Margin Calls

10.1. We may call in a request for you to deposit additional funds into your Account to meet Margin requirements and maintain your open position ("**Margin Call**").

10.2. Upon receipt of a Margin Call, you may either reduce your position in order to reduce your Margin requirement or deposit additional funds into your Account to increase the equity amount and satisfy the Margin Call.

10.3. During the period commencing from the moment you receive a Margin Call, and until the completion of one of the two steps above, you will not be able to open new positions. In the event you do not comply with a Margin Call, we reserve the right to close out all positions in order to protect against exposure to further losses. Any losses resulting from closing out your positions will be debited from your Account and you may be required to provide additional funds.

10.4. It is important to note that we are under no obligation to send you a Margin Call, and that the obligation to pay the Variation Margin is upon you, and such obligation begins upon the occurrence of any movement in the market which results in an unrealised loss, regardless of whether a Margin Call is requested of you.



10.5. In the case where you choose to deposit additional funds to comply with a Margin Call, it is your responsibility to provide the payment in cleared funds on time, taking into account the processing time of the deposit.

## 11. Closing Out upon Adjustment Events

11.1. Should any event which gives us the discretion to adjust the terms of the CFD occur (each, an "**Adjustment Event**"), whether prior to or after you entered into a position relating thereto, we may, at our sole discretion:

- (i) Adjust any of the terms, including the Price of a CFD in accordance with this section; or
- (ii) If we determine, in our sole discretion, that it is not reasonably practicable to make such an adjustment, we may close out the CFD in accordance with these Terms.

11.2. An Adjustment Event may include, but not be limited to, the following:

- (i) Any event which has a dilutive or concentrative effect on the market value of the Underlying Asset;
- (ii) If the Underlying Asset is a derivative which is able to be traded on a market – any event in respect of which the operator of the market makes an adjustment to the terms of the derivative.
- (iii) If the Underlying Asset is a share, debenture, unit or other security (or depositary receipt of any kind in respect of such) – upon any consolidation, reclassification or sub-division, buy back, in specie distribution, takeover, scheme of arrangement or similar event or other corporate action event in respect of the security, whether or not the event triggers an adjustment to any exchange traded derivative of it;
- (iv) A distribution to existing holders of additional shares or other securities or other financial products granting them the right to receive dividends or other proceeds equally and proportionately with payments made to holders of the underlying securities; or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe, or receive shares, in any case for payment (in cash or money's worth) at less than the prevailing market price per share as determined by us; or
- (v) If the Underlying Asset is an index, a substantial adjustment to the composition of the index outside its own terms allowing for adjustments or weightings; a failure to publish the index or a suspension or cancellation of the index.

11.3. Adjustment of CFDs:

11.3.1. Following our determination that an Adjustment Event has occurred, we will determine the adjustment, if any, which should be made in the CFD in order to place the parties in substantially the same economic position they would have been had the event not occurred; and

11.3.2. We will notify you as soon as practicable of the adjustment, which will be deemed to be conclusive and binding on you.

11.4. Closing Out CFDs:



- 11.4.1. If at any time after the occurrence of an Adjustment Event we determine, in our sole discretion, that it is not reasonably practicable to make an adjustment in accordance this section, we may at any time after the Adjustment Event close out the Transaction.
  - 11.4.2. If the Underlying Asset is subject to a take-over offer or similar event, we may at any time prior to the closing date of such offer, close out the CFD at our sole discretion.
  - 11.4.3. If the issuer whose security represents the Underlying Asset on which all or part of a CFD is based becomes externally administered, the CFD will be taken to have been closed out at that time. The closing price of the CFD will be determined by us in good faith, considering a number of factors we deem appropriate including, for example, the last traded price of the Underlying Asset.
  - 11.4.4. If the Underlying Asset on which the CFD is based becomes subject to a trade halt or suspension under the rules of the relevant market, or ceases to be listed for quotation on a market for two (2) consecutive business days, we may, in our absolute discretion, close out all relevant CFDs.
- 11.5. Prior to the adjustment or closing out of a CFD under this Section 11, we will give you notice of our intention to do so, including the terms of such adjustment or closing out. Notwithstanding, if we determine, in our sole discretion, that it is not reasonably practicable to give you such notice prior to the adjustment or closing out of a CFD, we may do so as soon as reasonably practicable thereafter, which shall not affect the terms and the time which the adjustment or closing out of the CFD has taken place. Any such notice shall be provided to you via the Platform and/or by email.

## **12. Intellectual Property; Website Technology**

- 12.3. The brand names relating to the Website and any other trademarks, service marks and/or trade names used by us either on our own behalf, or on behalf of our licensors, are owned by us, or our licensors (the "**Trade Marks**"). In addition to the Intellectual Property Rights in the Trade Marks, we and/or our licensors own the IPR in all other content of the Website (the "**Content**"). By using the Website and/or the Services, you shall not obtain any rights in the Trade Marks or the Content and you may only use the Trade Marks and Content in accordance with these Terms.
- 12.4. You may only install and use the software connected to the Website (the "**Software**") and all content derived from the Software, including, but not limited to, the IPR in the Software, in connection with the Services for your personal and non-commercial use and in accordance with these Terms. The Software's code, structure and organization are protected by IPR.
- 12.5. For the purposes of these Terms, "**Intellectual Property Rights**" or "**IPR**" shall mean means pending or granted patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including, but not limited to, rights in source code), and any applications thereof, database rights, design rights, know-how, trade secrets, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not, which may subsist in any part of the world.
- 12.6. You hereby undertake not to: (a) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise; (b) sell, assign, sublicense, transfer, distribute or lease the Software; (c) make the Software available to any third party through a computer network or otherwise; (d) export the Software to any country (whether by physical or electronic means); or (e) use the Software in a manner prohibited



by any laws or regulations which apply to the use of the Software (collectively, and individually, the "**Prohibited Actions**").

- 12.7. You shall be held liable for any loss, including direct and indirect damages, costs or expenses, we may suffer as a result of your Prohibited Actions. You agree to immediately notify us if you commit any Prohibited Actions or if you have knowledge of any third party committing any Prohibited Actions. You agree to provide us with reasonable assistance with any inquiry or investigation we may conduct as a result of the information provided by you in regards to the Prohibited Actions set out above.
- 12.8. You acknowledge and agree to bear the risk that any use of the internet may be subject to a virus attack and/or communication failure. You should use a reputable and available virus screening and prevention software at all times. The Company shall not bear any liability whatsoever for any damage or interruptions caused by computer viruses, spyware, Trojan horses, worms or other malware that may affect your systems, computer or other equipment, or any phishing, spoofing or other virus attacks. The Company cautions you to carefully review any electronic messages purporting to originate from the Company, and to be aware that electronic devices are vulnerable to phishing and spoofing scams and additional viruses. The Company advises you to always provide your Log In through the Website only and avoid using unauthentic communications advising you of other options to provide your Log In (or other Registration Details) to gain access to the Services offered through the Website.

### 13. **External Websites**

The Company makes no representations, and takes no responsibility whatsoever regarding any third party websites, services, or content which you may access through this Website. The Website may present links or other forms of reference to other websites (the "**External Websites**") or resources over which the Company has no control. You acknowledge that the Company may present such links or references to you only as a convenience and that Company does not endorse any of the External Website services or offerings made to you or any content provided therein. The Company is not responsible for the availability of, and content provided on External Websites. You are requested to review the policies posted by the External Websites regarding privacy and other topics before use. The Company is not responsible for third party content accessible through the Website, including opinions, advice, statements, prices, activities, and advertisements, and you shall bear all risks associated with the use of such content. It is up to you to take precautions to ensure that whatever you select for your use is free of viruses, worms, Trojan horses and other items of a destructive nature. If you access any such External Websites you agree that you do so at your own risk and you agree that we will have no liability arising from your use of or access to any External Websites.

### 14. **No Warranty**

YOU HEREBY ACKNOWLEDGE AND UNDERSTAND THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN WRITING BY THE COMPANY: (A) THE USE OF THE SERVICES, SOFTWARE, PLATFORM AND WEBSITE IS ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE SERVICES, SOFTWARE, PLATFORM AND WEBSITE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, SOFTWARE, PLATFORM OR WEBSITE ARE RELIABLE, CURRENT OR ERROR-FREE, OR THAT THEY MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE SERVICES, SOFTWARE, PLATFORM OR WEBSITE WILL BE CORRECTED; AND (C) THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE,



PLATFORM OR WEBSITE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS AND YOU ACKNOWLEDGE THAT THE USE OF THE SERVICES, SOFTWARE, PLATFORM AND WEBSITE ARE AT YOUR SOLE RISK.

## 15. No Liability

YOU ACKNOWLEDGE AND AGREE THAT TO THE EXTENT PERMITTED BY ANY APPLICABLE LAW IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, LICENSORS AND/OR SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES (COLLECTIVELY, "**COMPANY REPRESENTATIVES**"), BE LIABLE FOR ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO THE USE OF, THE SERVICES, SOFTWARE, PLATFORM AND WEBSITE, UNDER ANY CAUSE OR ACTION WHATSOEVER IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE); AND THAT COMPANY AND/OR COMPANY REPRESENTATIVES, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF THE SERVICES, SOFTWARE, PLATFORM OR WEBSITE.

## 16. Indemnification

You agree to defend, indemnify and hold harmless the Company, and the Company Representatives, from any claims, demands, liabilities, damages, or costs (including attorneys' fees, fines, or penalties) suffered by the Company and arising out of or related to: (i) your breach of these Terms; (ii) your use of the Services, Software, Platform or Website, or use by any other person accessing the Services, Software, Platform or Website using your user identification whether or not with your authorisation; or (iii) any violation by you of any law, rule, regulation, or rights of any third party.

## 17. Risk Factors

- 17.1. Trading in leveraged financial instruments, such as CFDs, carries a high level of risk, including the risk of losing your entire invested capital, and may not be suitable for all investors. The high degree of leverage can work against you as well as for you.
- 17.2. Trading in CFDs should not be undertaken unless you understand and are comfortable with the risks of CFDs. You should consider whether dealing in CFDs is appropriate for you in the light of your financial circumstances and after carefully reviewing all the risk factors of CFDs.
- 17.3. CFDs are derivative products that are speculative and carry significant risks. We do not make or give any recommendation, advice or opinion in relation to CFDs. We do not take into account your objectives, financial situation or needs. You should obtain your own independent financial, legal, taxation and other professional advice as to whether CFDs are an appropriate investment for you.

## 18. Miscellaneous

- 18.1. Entire Agreement. These Terms comprise the entire understanding and agreement between you and the Company as to the subject matter hereof, and supersede any and all prior discussions, agreements and understandings of any kind, including without limitation any prior versions of this Agreement between you and the Company.



- 18.2. Status of Parties. Both you and the Company are independent parties, and nothing in these Terms shall be deemed to create between you and the Company any other form of relationship, and the parties shall not be deemed to be employer/employees, partners, joint venturers or agents. You are not authorised to undertake any obligations on behalf of the Company.
- 18.3. Assignment. You may not assign any rights and/or licenses granted under these Terms, including without limitation, the right to use the Account which is exclusively for your personal use. The Company reserves the right to assign its rights without restriction, including without limitation to any Company affiliate or subsidiary, or to any successor in interest of any business associated with the Company.
- 18.4. Severability. If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, such provision will be modified and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of these Terms shall not be affected.
- 18.5. Survival. All provisions of these Terms which by their nature extend beyond the expiration or termination of these Terms, including without limitation sections pertaining to suspension or termination of these Terms, Account cancellation, debts owed to the Company, general use of the Company Website, disputes with Company, and general provisions shall survive any expiration or termination of these Terms.
- 18.6. Force Majeure. Company shall not be liable for delays, failure in performance or interruption of Service which results directly or indirectly from any cause or condition beyond its reasonable control, including, but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond Company's reasonable control.
- 18.7. Prevailing Language. Any translation of these Terms is provided for your convenience only and in the event of a discrepancy between the translated version and the English version, the English version of these Terms shall prevail.
- 18.8. Governing Law. These Terms shall be governed by, and interpreted in accordance with, the laws of the Republic of Vanuatu and you irrevocably submit, for the benefit of the Company, to the exclusive jurisdiction of the courts of Port Vila, Vanuatu to settle any disputes which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, these Terms or otherwise arising in connection with these Terms.

**These Terms and Conditions are effective as of 11.09.2019.**