



iCoin.io



## TERMS & CONDITIONS

The English version of this Terms & Conditions (the "Agreement") is the prevailing version and shall prevail whenever there is any discrepancy between the English version and the other versions.

This Agreement shall apply to all Clients visiting the website found at the address [www.i-coin.io](http://www.i-coin.io) ("Website"). The Website is operated by Millennium Solutions Inc., a company incorporated under the laws of the Commonwealth of Dominica, registration Number: 2019/IBC00022, with its registered office at Cnr and Old Church St., Roseau, Dominica (the "Company"). Your use of the Company, Website or Trading Platform services (the "Services") is strictly subject to the Agreement, which You (the "Client") should carefully review and accept before trading. By accepting the Agreement, the Client hereby confirm and, also acknowledge that s/he understands and agrees with its terms of use and understand its content. Should the Client does not agree with any of the terms and conditions of the Agreement set out below and does not wish to be bound by them, s/he shall not access or in other ways use the Website. The Agreement, as revised from time to time, governs the relationship between the Client and the Company.

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## Introduction

The headings of this Agreement are for convenience only and are not to be used for its interpretation.

2

## Opening of Account

**2.1** Subject to the terms of this Agreement the Client shall apply to receive access to a personal account with the Company (hereinafter referred to the “Account”), where the available balance will be used to facilitate the Client’s activity in the trading instruments available for trading on the platform which is accessible on the Company website. The Client acknowledges and agrees that (i) the Account is a non-interest-bearing account, and the Client shall not be entitled to any interest on any balance presented in the Account, and (ii) except for Client’s right to execute transactions and withdraw the available balance from the Account, subject to the terms and conditions in this Agreement, the Client shall have no other interest in the Account, and (iii) the Client’s use of the Account and Client’s right to obtain the Services is subject to the Company’s consent, based, inter alia, on its know your client (also known as KYC) procedures as set out below.

**2.2** The Client hereby instructs the Company to allocate the Account in the Client’s name. The Client hereby irrevocably declares that s/he is acting for his own sole benefit and not for and/or on behalf of any other person or entity. Should the Client attempt to open more than one account under the Client’s own name or under any other name or should the Client attempt to use the Services by means of any other person’s account or benefit, the Company will be entitled to take protective measurements such as, but not limited to, immediately close all Client’s pending transactions and Accounts, retain all funds in the Accounts and exclude Client from future use of the Services.

**2.3** The Client understands and accepts that upon its registration on the website, and at any time thereafter, the Company will conduct a due diligence process on him/her (the “KYC Process”) and anti-money laundering checks (“AML Checks”). The KYC Process and the AML Checks may require the Company to obtain certain documents from the Client which shall typically include an identity card, passport or driver’s license, proof of address such as a utility bill, and proof of payment method. If deemed necessary, the Company may request additional documents and/ or that any document copies are notarized, meaning that the documents are stamped and their authenticity attested by a Notary Public. The Company may use third parties, which may be based in jurisdictions which are outside the Client’s country of residence, to further investigate the Client to establish whether the Client reflects any, but not limited to, watch lists, databases and address verification services. In the event that any requests for documents and information are not completed by the Client in timely manner or otherwise approved by the Company, the Company may – at its sole discretion – decline to open an Account, block an existing Account from further activity and/or terminate this Agreement, furthermore – the Company may withhold any balance that is present in the Account until such time as the Company is satisfied with the documents and/or information provided by the Client. Should the documents fail the Company’s internal compliance checks or applicable law the Company shall be under no obligation to accept such documents as valid. The Company is under no obligation to provide feedback on the exact nature of its findings with regards to these documents and its decision making with regard.

**2.4** In terms of the Anti-Money Laundering and the prevention of Terrorist Financing: the Company will not tolerate any attempt to use the services, or any association, with the illicit activities of money laundering or terrorist financing in any other way. The Company has therefore implemented policies in place to deter people from laundering money using the Company. These policies include, but not limited to,; ensuring Clients have valid proof of identification; maintaining records of identification information; informing Clients that the information they provide may be used to verify their identity; closely following the Clients’ activity; and, not accepting cash, money orders and third party deposits. The Company directs funds withdrawals back to the original source of remittance, as a preventative measure. The Company will implement guidelines to deter, detect and report potential suspicious activity. These guidelines have been implemented into the Company’s internal procedures and serve to protect the Company and the Clients. For questions/comments regarding these guidelines, please contact the Company using the contact details available at the Website.

**2.5** Know Your Customer: (KYC) policies is also increasingly important in order to prevent identity theft, money laundering, financial fraud and terrorist financing. The Company has a zero-tolerance fraud policy and will take all measures possible to prevent fraud. Any suspected fraudulent activity will be documented and reported to the relevant authorities where applicable. Any funds held in such Accounts will be forfeited. The

Company aims to ensure the integrity of any sensitive data it obtains, such as Account information shall include orders for opening and closing of positions in Trading Instruments as well as deposit and withdrew of funds (the “Transactions”) that the Client makes, using a variety of security measures and fraud controls. Assuring the smooth operation of the Transactions requires the Company to be provided with certain data from the Client, including the Client’s preferred deposit method. When the Client deposits funds the Company will require the following documents (list not exhaustive, please refer to the Anti Money Laundering policy for elaboration):

**2.5.1** A copy of the Client’s valid passport with the signature page;

**2.5.2** A copy of the Client’s credit card/cards being used to make the deposit (front side with only the 4 last digits visible, back side with the CVV covered)

**2.5.3** A copy of a household utility bill dated within the previous three months, in the Client’s name and clearly displaying the Client’s home address;

For questions or comments regarding these KYC guidelines the Company representative as per the contact details available at the “contact us” section at the Website.

**2.6** The services of the Company can be used by those persons who are eligible to form legally binding contracts under the applicable laws of their country of residence. In anyway, the Services are not available to persons under the age of 18 or those of an age where they are considered minors and unable to enter into a legally binding contract. Minors are ineligible to use the Services. As such, the Company shall not be responsible for any unauthorized use of its Services, including by minors or those considered ineligible in their country of residence.

**2.7** Inactive and Dormant Account policy: The Client acknowledges and confirms that any balance in the Account for which s/he has not placed an order and/or made a deposit for a period greater than 60 days shall be classified by the Company as an Inactive Account. Dormant accounts are subject to a fee of the greatest of 10% of account balance or 100 units of the account currency (e.g. EUR, USD, GBP, etc.). The Client agrees that any Inactive Accounts having zero balance shall be considered as Dormant Accounts. For the reactivation of an Inactive or Dormant Account, the Client must contact the Company. The Inactive or Dormant Account will then be reactivated subject to, if required, up-to-date Client identification documentation to be provided to the Company.

**2.8** The Client acknowledges that s/he is asking to be contacted by email and the main communication channel to the contact details recorded in the Company’s systems which are the contact details the Client had provided during his/her enrollment to the Services, and as revised by the Client following a successful registration to the Client zone in the Website or at any other email the Client explicitly asked to be used.

## Compliance with Laws

**3.1** The Company represents and warrants to the Client that it is legally established and incorporated in the commonwealth of Dominica (“Dominica”), and that it is in compliance with the local regulatory framework with regard to the conduct of its business.

**3.2** The Client understands and accepts that the Company is unable to, and shall not provide Client with any legal, financial or investment advice or assurances in respect of the Client’s use of the Services and the Company makes no representations whatsoever as to the legal status of the Services in the Client’s jurisdiction which are subject to change from time to time with or without the relevant stake holder prior notification.

**3.3** The Services are intended only for users who are not prohibited by the laws of any applicable jurisdiction from trading the Trading Instruments over the Internet or otherwise obtain the Services from the Company. The offering of the Services may not be legal in some jurisdictions and it is for the Client to verify the legitimacy of using the Services prior placing any order in relation to the Trading Instruments. In addition, Clients based in restricted jurisdictions, a dynamic list of countries that may be changed from time to time to the sole discretion of the Company, and covers – among others - the Financial Assessment Task Force (the “FATF”) recommendation as appears on its website at address <http://fatf-gafi.org/>, are forbidden to consume Services from the Company. The Client represents, warrants and agrees to ensure that Client’s use of the Services and the information provided in the Website and the platforms it makes available for placing Transactions (hereinafter referred to the “Trading Platforms”) will comply with all applicable laws, statutes and regulations. The Company

shall not be responsible for any illegal or unauthorized use of the Website and/or the Trading Platforms and/ or the Services by the Client. By accepting the Agreement, the Client agrees to assist the Company, to the extent that the Client is able, with its compliance with applicable laws and regulations.

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### Client's Representations and Undertakings:

In consideration of the rights granted to the Client to use the Services, the Client represents, warrants, covenants and agrees that:

- 4.1 The Client is Legally of Age, not Political Exposed Person or hold any type of criminal record and practices legal competence to be capable of taking responsibility for Client's own actions.
- 4.2 All information provided by Client to the Company either during the KYC Process or at any time thereafter, including as part of any Transaction, is true, current, correct and complete and matches the name(s) on the credit/ debit card(s) or other payment accounts to be used to deposit or receive funds in Account. Client will notify the Company promptly of any changes in such information or its accuracy as of any time.
- 4.3 Client's entering into of this Agreement and all Transactions contemplated hereunder, and performance of all of Client's obligations contemplated under this Agreement and any Transaction, will not violate any statute, rule, regulation or law applicable to the Client.
- 4.4 Client has full beneficial ownership of the Account and has not granted and will not grant a security interest in the Account (other than the security interest granted to the Company hereunder) to any person.
- 4.5 The Client will be liable for all Transactions given through and under its username and password and any such Transactions received by the Company will be considered as received from the Client and that the relevant information posted in the Account shall be referred to as sole "Institutional Records" in reference to the Account activity.
- 4.6 The Client fully understands the methods, rules and procedures of the Services and the execution of Transactions in general. Furthermore, the Client has sufficient experience and/ or knowledge in financial matters to be capable of evaluating the merits and risks of trading with the Trading Platforms and the derivatives in it and have done so without relying on any information contained in this Website or in any other information or marketing communication of the Company.
- 4.7 The Client has implemented and plans to operate and maintain appropriate protection in relation to the security and control of access to Client's front-end device (such as computer or mobile device) against viruses or other similar harmful or inappropriate materials, devices, information or data.

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### Trading – Orders and Instructions

- 5.1 The Client will place all orders through the Trading Platforms, or, subject to the Company's consent, over the email, chat or telephone, at the Client's sole responsibility, risk and expense.
- 5.2 All transactions shall be subject to and carried out in accordance with the then applicable offering in terms of the following which include, but is not limited to, Trading Instruments, leverage, order size, prices and rates (collectively referred to as "Trading Conditions") and other parameters set out in the Website and/or the Trading Platforms, and the Company's prevailing practice as applicable at such time. All the Trading Conditions, including, without limitation, market hours, minimum quantities, where applicable, and expiry dates, are available to the Client at the Trading Platform. All Trading Conditions may be amended by the Company from time to time at its sole discretion and prior notification shall be practiced where the Company can afford it in the light of its risk management and liquidity constraints.
- 5.3 The Client will be solely liable for any loss, damage, costs or expenses arising out of or in connection with the Transactions, the use of the Trading Platforms and the use of the Website.
- 5.4 The Client acknowledges and agrees that all Transactions will be carried out on a non-delivery basis only and that it will not be entitled to the physical delivery of any Trading Instrument when closing an open position.
- 5.5 The Company will accept all orders on an industry practice reasonable-effort basis only. The Company will have no liability for failure to execute orders and makes no representations, warranties or guarantees of an Transaction's priority over other Transactions whether or not involves its other counterparties. The Company

will have the right, but not the obligation, to reject any order before or after confirmation or to cancel or reverse or amend any Transaction where the execution of such Transaction violates any applicable law, is associated with unfair trading practices, which will be set out hereunder, or is otherwise suspected to exploit the Services not as per the terms of this Agreement.

**5.6** Without prejudice to any other provisions herein, the Client acknowledges that the Company shall have the right, at its sole discretion, at any time and without providing a notice and/ or referenced explanation to: refuse, adjust, reverse, suspend, freeze, or close any and all Transactions, quotes and positions, including without limitation in the event of irregular market conditions or when the Client uses the Trading Platforms to facilitate unfair trading practices and/or trade in an abusive way in which the Client close a position less than 5 (five) minutes from its opening whether manually, by pending order or any other way. Such trading patterns also known as lag trading and/or usage of server latency, price manipulation, trading outside market then current price, time manipulation or any other practices which are illicit and/or are utilized to give Client an unfair advantage or which the Company considers at its own discretion as inappropriate and outside the scope of this Agreement.

**5.7** Without limiting the foregoing or from any of the Company's rights under applicable law, if the Company in its sole discretion determines that Client is engaging or has engaged in trading practices, strategies or activities designed intentionally to exploit errors in price quotations, the Company may, upon notice to the Client, in addition to any other measurement, suspend and/or freeze and/or set trading restrictions and/or deposit or withdrawal limitation and/or close the Account and any other Account associated with the Client, adjust the balance in the Account, eliminate trading incentives and/or terminate this Agreement.

**5.8** The Client will be provided with Access Codes for gaining online access to the Company's website and/ or trading platforms, thereby being able to place orders for any Trading Instrument available from the Company and entering into Transactions with the Company. Further, the Client will be able to trade on the Company's Trading Platforms with and through the Company with the use of a personal computer, smartphone or any other similar device that is connected to the internet. In this respect, the Client understand that the Company can, at its absolute discretion, terminate Client's access to the Company's systems in order to protect both the Company's and the Client's interests and to ensure the systems' effectiveness and efficiency.

**5.9** The Client is responsible to monitor the Client's Account and to notify the Company immediately if it comes to the Client's attention that The Client's Access Codes are lost or being used by an unauthorized third party. Also, the Client agrees to immediately notify the Company should the Client become aware of any failure by you to receive a message indicating the reception and/ or execution of an Order, the accurate confirmation of an execution, any information for the Client's Account balances, orders or transactions history as well as in case the Client receives confirmation of an Order that it did not place.

**5.10** The Company will not be held responsible in the event of an unauthorized access from third persons to information including, but not limited to, electronic addresses and/ or personal data, through the exchange of these data between you and the Company and/ or any other party using the Internet or other network or electronic mean available. The Company is not responsible for any power cuts or failures that prevent the use of the system and/ or the Trading Platform and cannot be responsible for not fulfilling any obligations under this Agreement because of network connection or electricity failures.

**5.11** The Company shall have no liability for any potential damage the Client may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, viruses, system errors, delays in execution, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. The Client acknowledges that access to electronic systems/ trading platforms may be limited or unavailable due to such system errors, and that the Company reserves its right, upon notifying the Client, to suspend access to electronic systems/ trading platforms for this reason.

**5.12** Any usage of third-party trading software other than software that was authorized by the Company is strictly forbidden and the Company reserves the right to cancel transactions that were executed through such unauthorized software.

**5.13** The Company may require the Client to limit the number of open positions which the Client may have with the Company at any time and the Company may in its sole discretion close out any one or more Transactions in order to ensure that such position limits are maintained. The position limits will be notified in advance to the Client either through the Company's website or trading platforms. If any underlying asset of the Trading Instrument becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the

right to withdraw the specific Trading Instrument from the Company's trading platform. The Company has the right to set control limits in relation to Client's orders at its own and absolute discretion. Such limits may be amended, removed or added and may include without limitation:

**5.13.1** Controls over maximum order amount and size;

**5.13.2** Controls over the electronic systems and/ or trading platforms to verify for example the Client's identity during the receipt of the order; or

**5.13.3** Any other limits, parameters or controls which the Company may deem required to be implemented in accordance with Applicable Regulations.

## Collateral and Margin Requirement; Limit on Transactions

**6.1** As a condition to the performance of transactions in the Account, the Client must provide and maintain with the Company sufficient funds to secure any new or open transactions prior to, and after the execution of any order placed with the Company, as determined by the Company in its sole discretion from time to time.

**6.2** Following the entering into of this Agreement, Client will transfer to the Account a deposit in such minimal amount, by bank transfer, credit card or payment undertaking, as determined by the Client. Such first deposit together with any profits and losses from existing open and closed Transactions, credits and debits from daily rollovers, and charges on account of commissions, if applicable, shall serve as Collateral for the performance of Transactions in the Account (hereinafter referred to as "Collateral" or "Margin") and are hereby pledged by Client as a first degree and sole pledge in favor of the Company and will be subject to a security interest and right of setoff for the discharge of any and all of Client's obligations or indebtedness to the Company under this Agreement. Such pledge will remain in effect until this Agreement has been terminated and all of Client's obligations to the Company hereunder have been indefeasibly satisfied.

**6.3** Without prejudice to any rights of the Company, including rights in any other security provided by the Client, the Client hereby irrevocably and unconditionally authorizes the Company (which may but is not obliged) to cover or liquidate any position or Collateral in any manner which the Company, in its sole discretion, deems appropriate, to set-off, at any time and from time to time, any Collateral amounts in the Account against or otherwise and to close the Account in the event that the Margin in the Account shall fall below the minimum margin determined by the Company both with at least 24 hours' prior email notice to the Client. The Company will not be responsible for any losses that the Client may incur as a result of such liquidation or set off. In the event the Collateral is insufficient for the payment of all liabilities under this Agreement and the Account. The Client acknowledges that the minimum amount of margin deposit required to open an Account with the Company and perform transactions in the Account is 250 USD (or the same absolute amount in an alternative currency). The Company may, at its sole discretion, and from time to time, upon providing the Client with prior email notice where applicable, change the minimum Margin requirements, set different minimum Margin requirements for different assets and notify the Client of the need to make further deposits to keep the minimum Margin requirement. The Company may also notify the Client that s/he may at its discretion, or shall, if requested by the Company, increase the Collateral amount in the account by making further deposits. At no time will the Client maintain Margin in an amount less than required by the Company. In all cases, Margin deposits will be deemed made when received by the Company.

**6.4** It is hereby agreed that if the Company informs the Client of a margin call and the margin call exceeds the amount of available Balance in his Account and if lower than USD 100 (or the same absolute amount in an alternative currency), the Company has the right to recover the remaining amount of the margin required by enforcing the promissory note. The maximum amount of the promissory note will be equal to the difference between the Client's deposit and the margin call. The Company will not enforce the promissory note if the margin call of the Client is lower or equal to the Client deposit at any point in time.

**6.5** Upon written request, the Client may withdraw from its Account such excess Collateral that is not required to margin open positions or otherwise required to satisfy Client's obligations to the Company. The withdrawal payment will be made by either a credit / debit card reimbursement or wire transfer first to the same source of deposit and then according to what is requested by the Client subject to the terms set in this Agreement, within Ten (10) Business Days from the date of receipt of Client's written request and its approval by the Company. For avoidance of doubt any such transfer by the Company is subject to (i) any and all applicable laws such as money laundering laws, any requirements for withholding of tax and any foreign currency regulations, (ii) Client

providing full identification as required by the Company, (iii) Client is not in a breach of this Agreement, and (iv) Client duly signed any deposit confirmation requested by the Company. Withdrawals shall only be made in the currencies deposited by the Client, provided that the Company supports these currencies as currencies of the Account and upon availability of payment venues to facilitate such. Business Days, in reference to the whole Agreement, are days on which the banks and payment solution provider the Company uses - and days which businesses in the jurisdiction of Dominica - are open for business.

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### Expiry of Transactions

**7.1** The Client 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 contract on which the Transaction is based settles on an expiry date as determined by the relevant market, a reasonable time prior to such Expiry Date (such time referred to as “Closing Time” and the relevant expiring Transaction referred to as an “Expiring Transaction”).

**7.2** The Client acknowledges that he/ she is responsible for reviewing the expiration dates for the Trading Instruments on the Website and/or the Trading Platform.

**7.3** The Client acknowledges that when the Account balance has been depleted to 0 (i.e., when 100% of the client’s deposited funds have been depleted) and all of a client’s positions will be terminated and closed out.

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### Market Suspension and Delisting; Corporate Events

**8.1** If at any time trading on a relevant Market is suspended, the Company shall calculate the value of the underlying asset with reference to the last traded price before the time of suspension, as reasonably determined by the Company if no trading in that asset is undertaken during the business day on which a suspension occurs. In the event that the aforesaid suspension continues for ten (10) Business Days, the Company may decide, at its sole and absolute discretion, a Closing Time and price for the underlying asset. During the term of a Transaction whose market is suspended, the Company shall have the right to terminate the Transaction at its discretion, and to amend or vary the Transaction.

**8.2** The Company reserves the right at its sole discretion to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at the Company’s sole discretion, the Company consider necessary or appropriate to cover, reduce or eliminate its loss or liability under or in respect of any of Client’s contracts, positions or commitments.

**8.3** Cancellation of Transactions: in further to the above mentioned, the Company may open, maintain and/ or close your account, as well as seize, retain, hold and/ or forfeit all or part of the funds (including profits) held in your account, cancel any actions (including, but not limited to, any trades performed via your account) and recover and/ or forfeit any and all profits paid to the Client or to which the Client is entitled; the Company’s rights in accordance with this clause will be at its sole discretion, including, but not limited to, in the following situations:

**8.3.1** Any instance when the Company has cause to believe that activities on the Account may be illegal or fraudulent nature;

**8.3.2** Any instance where the Company may suffer any fiscal, regulatory, or pecuniary disadvantage by virtue of anyone’s activities;

**8.3.3** Any instance where one or more transactions on the site are judged by the Company to have been performed in violation of this agreement;

**8.3.4** Orders placed on prices that have been displayed as a result of system errors or systems malfunctions either of those of the Company or of its third-party service providers or are priced in an abnormally low level of risk.

## Intellectual Property

**9.1** The brand names relating to the Trading Platforms and the Website and any other trademarks, service marks and trade names used by the Company either on its own behalf or together with its partners from time to time (hereinafter referred to the “Trademarks”) are the trademarks, service marks and trade names of the Company or one of its group companies or its licensors or its partners and these entities reserve all rights to such Trademarks and all liability towards the Clients are.

**9.2** In addition to the rights in the Trademarks, the Company (or one of its group companies, licensors or partners) own the rights in all other content, including but not limited to the Trading Platforms and Website images, pictures, graphics, photographs, animations, videos, music, audio and text available via the Trading Platforms and in the Website (the “Website Content”) and the Website Content is protected by copyright or other intellectual property rights.

**9.3** Client hereby acknowledges that by using the Services or the Trading Platforms and the Website Client obtains no rights in the Trademarks or the Website Content and Client may only use the same in complete accordance with this Agreement.

**9.4** The Company shall not be responsible for any power cuts, Internet or mobile failures or other failures that prevent the use of the system and/ or the Trading Platforms and shall not be responsible for any network connection failure or otherwise for the unavailability, for any reason, of the system and/ or the Trading Platforms. The Company shall hold any and all obligations and liabilities towards the Client, arising from this Agreement.

## Pricing & Commissions

**10.1** Unless otherwise notified by the Company to the Client, the Company shall not charge commissions. A full list of the fees, interest and charges applied by the Company can be found at the Trading Platform. You may also request it from a member of the Company’s team by contacting the Company. The Company may charge for incidental banking related fees such as wire charges as the Company may from time to time charge to the Account, and all other charges (including, without limitation, overnight interest debits, statement charges, Account transfer charges and other charges) and fees (including, without limitation, fees imposed by any bank). All such charges payable to the Company by the Client shall be debited from the Account and the Client hereby expressly authorizes the Company to withdraw the amount of any such charges, and if applicable, commissions, directly from the Account.

**10.2** Funds belonging to the Client that will be used for trading purposes will be kept in a segregated client money account and held in accordance with client money rules with the bank or credit institution used to accept funds from Clients, from time to time, and will be held as an omnibus segregated client account the balance of which should not be available to the creditors of the Company upon the unlikely insolvency or liquidation of the Company. The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this clause.

**10.3** Subject to the above, any amount payable by the Company to the Client, shall be paid directly to you to a bank account (or payment method of which the Client is the beneficial owner in case of credit/debit card transaction). Fund transfer requests are processed by the Company within the time period specified in this Agreement and the time needed for crediting into your personal account will depend on your bank account provider.

**10.4** The Company retains a right of set off and may, at its discretion, from time to time and without Client’s authorization, set-off any amounts held on behalf and/ or to the credit of you against your obligation to the Company. Unless otherwise agreed in writing by the Parties, this Agreement shall not give rise to rights of credit facilities.

**10.5** The Client has the right to withdraw the funds which are free from any obligations from his/ her Account without closing the said Account. The Company reserves the right to decline a withdrawal request if the request is not in accordance with the requirements of this Agreement or delay the processing of the request if not satisfied on full documentation provided.

**10.6** The Client agrees that any amounts sent by him/her in the Company’s bank accounts, will be deposited to his/her trading account at the value date of the payment received and net of any charges/ fees charged by the Bank Account providers or any other intermediary involved in such transaction process. In order for the



Company to accept any deposits by the Client, the identification of the sender must be verified and ensure that the person depositing the funds is the Client. If these conditions are not met, the Company reserves the right to refund the net amount deposited via the method used by the depositor.

**10.7** Withdrawals should be made using the same method used by the Client to fund his/ her trading account and to the same remitter. The Company reserves the right to decline a withdrawal with specific payment method and to suggest another payment method where you need to complete a new withdrawal request. In the event that the Company is not fully satisfied with the documentation provided in relation to a withdrawal request, the Company can request for additional documentation and if the request is not satisfied, the Company can reverse the withdrawal request and deposit the funds back to your trading account. Withdrawal requests are processed by the Company in the timeframe specified in paragraph 6.5 of these Terms and Conditions and are subject to availability of the relevant banking infrastructure for the safe and timely delivery of funds.

**10.8** Minimum Withdrawals: The minimum withdrawal amount for funds deposited using credit/debit card is 10 USD (or the same absolute amount in an alternative currency) and the minimum withdrawal amount for funds deposited using wire transfer is 30 USD (or the same absolute amount in an alternative currency).

**10.9** Withdrawal Fees: The Company reserves the right to charge the following fees for processing withdrawals. Withdrawals made via credit card will not be subject to any additional withdrawal fees.

**10.10** For an account without Credit and with a total withdrawal amount of less than 1,000 USD (or the same absolute amount in an alternative currency) no fees will be charged;

**10.11** For an account without Credit and with a total withdrawal amount of between USD 1,000 and 4,999 USD (or the same absolute range in an alternative currency) a fee of 50 USD (or the same absolute amount in an alternative currency) will be charged; and,

**10.12** For an account with or without Credit and with total withdrawal amount of 5,000 USD (or the same absolute amount in an alternative currency) or greater, a fee of 50 USD (or the same absolute amount in an alternative currency) or 1% of the withdrawal amount, whichever is greater, will be charged.

**10.13** For an account with Credit and with a total withdrawal amount of less than 250 USD (or the same absolute amount in an alternative currency) a fee of 25 USD (or the same absolute amount in an alternative currency) will be charged;

**10.14** For an account with Credit and with a total withdrawal amount of ranging between 250 USD (or the same absolute amount in an alternative currency) and 4,999 USD (or the same absolute amount in an alternative currency) a fee of 50 USD (or the same absolute amount in an alternative currency) will be charged;

**10.15** For an account with Profit, any profit withdrawal below 30 USD will be subjected to a 25 USD withdrawal fee.

**10.16** For an account with Bonus, and has not reached the withdrawal requirements for the Leverage Amount and then proceeds to request a withdrawal, the withdrawal fee deductible shall be 20% of the withdrawal amount made by the Client, not including regular company fees as explained in this section.

**10.17** Wire Transfers: When depositing by a Bank Transfer, as required by anti-money-laundering regulations, the Client is required to use a bank account held in his/ her name. An authentic SWIFT confirmation or Transfer Confirmation, showing the origin of the funds, must be sent to the Company. Failure to submit such SWIFT/ Confirmation may result in the return of the deposited amount; hence preventing the deposit of such pending amounts to the Client's trading account. Any withdrawal of funds, from the Client's trading account to a bank account, can only be refunded to the same bank account that the funds were originally received from.

**10.18** The Client agrees to waive any right to receive any interest earned from the funds held in the Bank Account where the Client's funds are kept.

## Statements and Reports

**11.1** The Company will make available to the Client by accessing its Account online:

**11.1.1** Transaction Summary: a report of all Transactions carried out by the Client during the reporting period.

**11.1.2** Open Transactions: a report of all open Transactions; and

### 11.1.3 Summary of deposits and withdrawals.

## 12

### Risks

**12.1** All Transactions shall be carried out on behalf of Client and at Client's sole responsibility, risk and expense. The Company shall not be held responsible for any loss, damage or debt to the Client arising directly or indirectly out of or in connection with this Agreement or any Transactions made pursuant thereto, except in the event of gross negligence or willful misconduct on the part of the Company.

**12.2** The Client declares that it has fully read and understood the Risk Disclaimer provided in the Website before entering into this Agreement and has had an appropriate opportunity to ask the Company any question about the same. By the entry into each and every Transaction pursuant to this Agreement, Client shall be deemed as having reread and reaffirmed this Agreement including without limitation all annexes. The Client is aware and acknowledges that there is a great risk of incurring losses and damages as a result of the investment activity (purchase and/ or sale of Trading Instruments) through the Company and the Company's Trading Platform and accepts that he/ she is willing to undertake this risk upon entering into this business relationship. The Client agrees to use the website at Client's own risk. Without limiting the foregoing, the services contained within this site are suitable only for Clients who are able to bear the loss of all the money they invest, and who understand the risks and have experience in taking risks involved in trading the Trading Instruments.

**12.3** The Client agrees and acknowledges that it is solely responsible for any investment strategy, transaction or investment, composition of any account and taxation consequences and it shall not rely for these purposes on the Company, its employees or its advertising materials. The Client further acknowledges and understands that the Company shall bear absolutely no responsibility in any manner or form whatsoever, regardless of the circumstances, for any such investment strategy, transaction, investment or information, composition of any account and/or taxation consequences.

**12.4** The Client acknowledges and agrees that any information given to him/ her on the Account or with respect to trading and/ or investing and/ or with any information provided on the markets, if given, may be unverified and incomplete and that any reliance on such information is at Client's sole risk and responsibility. The Company makes no warranty, express or implied, that any pricing or other information provided by it, through the Trading Platforms or by the Website or by telephone or otherwise is correct or reflects current market conditions. Furthermore, the Company does not make any warranties or guarantees with respect to their Trading Platforms, the Website and their content, including but not limited to, warranties for merchantability or fitness for a particular purpose. If a quoting error (known to Client or of which Client should reasonably know) occurs due to Company mistake, the Company will not be liable for the resulting errors in Account balances.

**12.5** The Company reserves the right to make necessary corrections or adjustments to the records of the Account involved in any such error.

**12.6** Without prejudice to the provisions of Section 12.4 above, the Company shall not be liable to the Client for any loss, damage or cost of any nature incurred by Client directly or indirectly by any cause beyond the Company's control, including and without limitation, the Company's inability to perform any Transaction or the improper or partial performance of any Transaction due to technical reasons (such as, without limitation, damage or destruction to its computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software) or otherwise, except in case of negligence or willful misconduct on the part of the Company.

## 13

### Prohibited Uses of the Website and Services:

**13.1** Illegal Funds and Unlawful Activities: Client declares that the source of funds deposited in its account and used by Client on the Trading Platforms is not illegal and that Client will not use the Services in any way as a money transfer system. The Client will not use the Services for any unlawful or fraudulent activity or prohibited transaction (including money laundering) under the laws of any jurisdiction that applies to the Client and in particular, the Dominica laws. If the Company has a reason to believe that Client may be engaging in or have engaged in fraudulent, abusive, unlawful or improper activity, including without limitation money laundering activities, or engaging in a transaction out of market rates or in conduct otherwise in violation of this Agreement,

the Client's access to the Services, including Client's pending transactions may be terminated immediately and/ or the Account blocked. If the Client's Account or Transaction.

**13.2** The Client agrees that it will not do any of the following while using or accessing the Website, the Services, the Trading Platforms or the Website Content:

**13.3** Interfere with or disrupt (or attempt to interfere with or disrupt) any web page available on the Website, servers or networks connected to the Website or the Trading Platforms, or the technical delivery systems of the Company's providers, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website.

**13.4** Attempt to access, search, or meta-search the Website or Website Content thereon with any engine, software, tool, agent, device, or mechanism other than software and/or search agents provided by the Company or other generally available third-party web browsers, including without limitation any software that sends queries to the Website to determine how a website or web page ranks; or

**13.5** Use, launch, or permit to be used any automated system, including without limitation "robots", "crawlers" or "spiders".

**13.6** In addition to any other remedy available, if the Client breaches any of the terms and conditions of this Agreement or the Company has reasonable grounds to believe that Client has breached the terms and conditions of this Agreement, in addition to any other remedies available to the Company, the Company reserves the right to reverse all previous transactions which place the Company's interests and/ or all or any its clients' interests at risk at the discretion of the Company and the Company may retain any positive balance existing in Client's Account on account of any damages or other amounts owed by Client to the Company pending investigation and/ or the conclusion of any legal proceedings. Failure to comply with this Agreement may also result in disqualification, account closure and/ or legal action being taken against Client.

## 14

### Client's Communications

**14.1** The Company may, in certain circumstances, accept instructions, by telephone, provided that the Company is satisfied, at its full discretion, of the caller's/ Client's identity and the Company is further also satisfied with the clarity of instructions. In case of an order received by the Company in any means other than through the Trading Platforms, the order will be transmitted by the Company to the Trading Platform and processed as if it was received through the Trading Platform.

**14.2** The Company reserves the right, at its discretion, to confirm in any manner the instruction and/ or orders and/ or communications sent through the telephone. The Client fully accepts the risk of misinterpretation and/ or mistakes in the instructions and/ or orders sent through the telephone, regardless of how they have been caused, including without limitation technical failures.

**14.3** Client and Company acknowledge and agree that any and all conversations may be recorded with or without a warning and the Company may store the recordings of the conversations for a period in its discretion, and may use the recordings in relation to any dispute between Client and the Company.

## 15

### No Warranty

**15.1** The Services and the trading platforms are provided "as is". The Company makes no warranty or representation, whether express or implied (whether by law, statute or otherwise), including but not limited to implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, completeness or accuracy of the services or the trading platforms or infringement of applicable laws and regulations. The entire risk as to the use, quality and performance of the trading platforms lies with the Client.

**15.2** The Company makes no warranty that the trading platforms or services will meet Client's requirements, be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the trading platforms or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials or as to results or the accuracy of any information obtained by Client through the services.

**15.3** Notwithstanding that the Company backs up its database and records on a secure off-site server on a regular basis, the Company shall not be liable for the permanent irretrievable loss or destruction of data relating

to the Client's transactions, in the event of systems or communications errors, bugs or viruses relating to account settlement or other elements of the services or resulting in loss of data by Client or any other damage to Client's computer equipment or software, and the Company reserves the right to void transactions in question and take any other action to correct such errors.

**15.4** The Company shall not be liable for any acts or omissions made by Client's internet service provider or other third party with whom client has contracted to gain access to the server that hosts the website.

**15.5** Without limiting the foregoing, the Company will not be responsible for an impossibility to execute orders and requirements due to failures in the operation of informational systems caused by technical faults which are beyond its control.

## 16

### Indemnification

**16.1** In the absence of the Company's gross negligence or fraud the Client agrees to indemnify, defend and hold harmless the Company from and against any and all losses, claims, actions, demands, suits proceedings, damages and expenses arising directly out of, (i) any order entered or Transaction effected for or carried out in the Account; (ii) any failure of the Client to perform its obligations hereunder including the payment of any amount due to the Company; (iii) any false or misleading statement, representation or documents made or provided by the Client; (iv) any act or omission by the Client with respect to the Account; or (v) any failure by the Client to comply with any applicable rule or law or the terms of the Agreement or the additional rules. The Client shall be entitled to control any third-party litigation or court proceedings, and instruct counsel of its choice to manage the claim, and the Company shall not do or say anything or purport to compromise the matter, without the Client first having provided explicit written authorization.

**16.2** Upon being served with a final court order for payment, the Client agrees to promptly pay to the Company all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Company in the enforcement of any of the provisions of this Agreement.

## 17

### Conflicts of Interest

**17.1** Under applicable regulations, the Company is required to have arrangements in place to manage conflicts of interest between the Company and its clients and between clients and other clients. The Company will make all reasonable efforts to avoid conflicts of interest when they cannot be avoided the Company shall ensure that clients are treated fairly and at the highest level of integrity and that their interests are protected at all times. You may request a copy of the Company's Conflicts of Interest policy by contacting the Company.

## 18

### Duration and Termination

**18.1** The Client has the right to terminate the Agreement by giving the Company at least five (5) days' written notice, specifying the date of termination, on the condition that in the case of such termination, all Client's Open Positions shall be closed by the date of termination, and subject to all charges, fees and penalties due and payable to the Company being settled.

**18.2** The Company reserves the right to suspend the operation of the Website and of each of the Trading Platforms or any part or sections thereof.

**18.3** The Company may terminate the Agreement by giving the Client five (5) days' written notice, specifying the date of termination. The Company may terminate the Agreement immediately without giving any notice upon:

**18.3.1** Death of the client;

**18.3.2** a bankruptcy or winding up of the Client's estate is taken through a meeting or through the submission of an application for the aforementioned;

**18.3.3** A termination is required by any competent regulatory authority or body;

**18.3.4** The Client violates any provision of the Agreement and in the Company's opinion the Agreement cannot be implemented;

**18.3.5** The Client violates any law or regulation to which the Client is subject, including but not limited to, laws and regulations relating to exchange control and registration requirements;

**18.3.6** The Client involves the Company directly or indirectly in any type of fraud;

**18.3.7** An Event of Default as defined in Section 8 of this Agreement occurs.

The termination of the Agreement shall not in any case affect the rights which have arisen, any existing commitments or contractual provision which was intended to remain in force after the termination. Upon termination, the Client shall be liable for:

**18.3.7.1** Any pending fee of the Company and any other amount payable to the Company;

**18.3.7.2** Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;

**18.3.7.3** Any damages which arose during the arrangement or settlement of pending obligations.

In the case of breach of this Agreement by the Client, the Company reserves the right to reverse all previous transactions which place the Company's interests and/ or all or any of its Clients' interests at risk before terminating the Agreement.

**18.4** The Company may terminate this Agreement immediately in the event that the Client is in breach of any of its obligations under this Agreement.

**18.5** On termination of this Agreement Client shall:

**18.6** Discontinue the use of the Trading Platforms and the Services;

**18.6.1.1** Pay all amounts due and owing to the Company; and

**18.6.1.2** Remove and permanently delete the downloadable version of the Trading Platform from Client's computer equipment and destroy all related documentation in Client's possession, custody, power or control.

**18.7** The right to terminate this Agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

**18.8** In the event of the termination of this Agreement by the Company due to Client's breach of this Agreement, the Client will not be able to open an account with the Company again without the Company's express permission.

## Governing Law and Jurisdiction

**19.1** This Agreement shall be governed by, and interpreted in accordance with the Dominica laws and Client irrevocably submits to the exclusive jurisdiction of the courts of Dominica to settle any disputes (including claims for set off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Agreement or otherwise arising in connection with this Agreement, except for claims for the collection of any amount owed by the Client or the Company to the other which may be brought before any court with jurisdiction over the Client and its assets, or the Company and its assets, as relevant.

**19.2** The Client hereby waives any right to object to the sole jurisdiction of Dominica, including without limitation any claim that such courts are an inconvenient forum to resolve such disputes.

## Entire Agreement; Amendment; No Waiver

**20.1** This Agreement embodies the entire agreement between the Company and the Client. It is hereby clarified that the terms of use of the Website shall further apply to the Client's use of the Website.

**20.2** Client acknowledges and agrees that the Company may amend or change this Agreement at any time upon providing 2 days' notice via email and the Company website. The Client agrees to be bound by the terms of such amendment or change ten (10) days after the Company has posted notice of such amendment or change to the Website. If the Client objects to the change or amendment, the Company agrees that the Client may liquidate his open and pending transactions and close the Account at no charge.

**20.3** No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by the Company to assert its rights under this Agreement in relation to any event. No verbal agreements or instructions to the contrary will be recognized or enforceable.

## 21

**General**

**21.1** In case Client received a bonus, any profits made from bonus funds must reach to the Required Leverage Amount (as described in the Bonus Acceptance Policy), in order for them to be matured as "profits" were made from bonus funds.

**21.2** If the Client has accepted a bonus and achieved the Required Leverage Amount (as described in the Bonus Acceptance Policy), the Client's Withdrawal Balance (as described in the Bonus Acceptance Policy) will be calculated as the sum of the Client's deposits (the total deposits from all of the Client's accounts), and the Client's bonuses, and the Client's net trading profits.

**21.3** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions. Any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

**21.4** Reports and Notices may be sent via e-mail (to the address provided by the Client) or on the Website or Trading Platforms. All communications shall be deemed delivered, at the time of delivery if sent by e-mail, or by hand delivery or sent via the Trading Platforms or the Website, and after five (5) Business Days if posted by mail.

**21.5** Unless otherwise expressly stated, nothing in this Agreement shall create or confer any rights or any other benefits to third parties.

**21.6** Nothing in this Agreement shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between Client and the Company.

**21.7** The Company may assign its rights under this Agreement by notice to Client. The Client may not assign its rights without the Company's prior written consent, which may be given or denied at the Company's sole discretion.

**21.8** Nothing in this Agreement shall be construed so as to grant the Client any security Interest whatsoever over the assets of the Company, including for the avoidance of doubt on any amounts standing to the credit of Client's account.