

Terms of Service

Our terms of fair usage and service

This Agreement is entered into by and these Terms & Conditions (hereinafter referred to as the "Agreement") shall regulate the relationship between Capital Tradex LTD, (hereinafter referred to as the "Company"), and the user (a natural or legal entity) (hereinafter referred to as the "Client") of Live Markets Trade (hereinafter referred as the "Website"). The Client confirms that he/she has read, understood and accepted all information, conditions and terms set out on the Website which are open to be reviewed and can be examined by the public and which include important legal information. By accepting this Agreement, the Client agrees and irrevocably accepts the terms and conditions contained in this Agreement, its annexes and/or appendices as well as other documentation/information published on the Website, including without limitation to the Privacy Policy, Payment Policy, Withdrawal Policy, Code of Conduct, Order Execution Policy and Anti-Money Laundering Policy. The Client accepts this Agreement by registering an Account on the Website and depositing funds. By accepting the Agreement, and subject to the Company's final approval, the Client enters into a legal and binding agreement with the Company. The terms of this Agreement shall be considered accepted unconditionally by the Client upon the Company's receipt of an advance payment made by the Client. As soon as the Company receives the Client's advance payment, every operation made by the Client on the Trading Platform shall be subject to the terms of this Agreement and other documentation/information on the Website. The Client hereby acknowledges that each and any Operation, activity, transaction, order and/or communication performed by him/her on the Trading Platform, including without limitation through the Account, and the Website, shall be governed by and/or must be executed in accordance with the terms and conditions of this Agreement and other documentation/information on the Website. By accepting this current agreement, the Client confirms that he/she is able to receive information, including amendments to the present Agreement either via email or through the Website. A client that is a legal entity can register with the Company not through the Website but by sending an email with its request to . All terms and conditions contained herein, including without limitation to 1 to 5 above, shall at all times be applicable to the Legal Entity and the latter shall conform with such terms and conditions, obligations and rights at all times.

Terms & Conditions

The Client shall agree to make a deposit to his/her Account to use the Company Services or any other additional services ordered by the Client on the Website as well as all additional expenses (if necessary), including but not limited to any taxes, duties, etc. The Client shall be completely responsible for timely depositing the funds into his/her Account.

1. Trade Percentage Requirement: In order to be eligible for withdrawals, it is mandatory to reach a trade percentage of 100%. This ensures that users actively engage with the platform and contribute to its growth before making any withdrawals.

2. Withdrawal Sessions: All withdrawal sessions are scheduled to take place only at the end of each month. This systematic approach helps in managing and processing withdrawals efficiently.

3. Crypto Tax Payment: To comply with regulatory requirements, all users are required to make compulsory crypto tax payments. This ensures transparency and adherence to tax regulations within the crypto space.

Should you have any questions or require further clarification on these rules, please do not hesitate to reach out to our customer support team on support@capitaltradex.net by mail

Thank you for your attention to these guidelines, and we appreciate your cooperation in maintaining a secure and compliant trading environment on our platform.

Account – means a unique personified account registered in the name of the Client and which contains all of the Client's transactions/ operations on the Trading Platform (as defined below) of the Company. Ask - means the higher price in a quote. The price the Client may buy at. Bid - means the lower price in a quote. The price the Client may sell at. CFD (contract for difference) - means a tradeable contract entered into between the Client and the Company, who exchange the difference in the value of an Instrument, as specified on the Trading Platform at the time of opening a Transaction, and the value of that Instrument at the contract's end. Digital Option Contract - means a type of derivative instrument where the Client earns a payout if they correctly predict the price movement of the underlying asset at the time of the option's expiry. The prediction can be made as to whether the value of the underlying asset will fall above or below the strike price at time of expiration. Should the option expire at the selected strike price, it will be considered to expire out-of-the money and will result in the loss of the invested amount. Execution - means the execution of Client order(s) by the Company acting as the Client's counterparty as per the terms of the present agreement. Financial Instruments - means the Financial Instruments as per paragraph 2.4 below that are available on the Company's Trading Platform. KYC documents - means the documents to be provided by the Client, including without limitation to the a copy of the passport or ID and utility bill of the Client, in case it is a natural person and/or certificates showing the management and ownership going all the way up to the ultimate beneficial owner, in case it is a legal entity, and any other documents the Company may request upon its sole discretion. Market - means the market on which the Financial Instruments are subject to and/or traded on, whether this market is organized / regulated or not and whether it is in St. Vincent and the Grenadines or abroad. Market Maker - means a company which provides BID and ASK prices for financial instruments. Operations – means actions performed at the Client's Account, following an order placed by the Client,, connected with but not limited to crediting of funds, return of funds, opening and closing of trade transactions/positions and/or that relate to financial instruments. Prices - means the prices offered to the Client for each transaction which may be changed without prior notice. Where this is relevant, the "Prices" given through the Trading Platform include the Spread (see definition below). Services – means the services described in section 3 of this Agreement. Spread - means the difference between the purchase price Ask (rate) and the sale price Bid (rate) at the same moment. For avoidance of doubt, a predefined spread is for the purposes of this Agreement assimilated commission. Trading Platform - means an electronic system on the internet that consists of all programs and technology that present quotes in real-time, allow the placement/modification/deletion of orders and calculate all mutual obligations of the Client and the Company.

Subject of the Agreement

The subject of the Agreement shall be the provision of Services to the Client by the Company under the Agreement and through the Trading Platform. The Company shall carry out all transactions as provided in this Agreement on an execution-only basis, neither managing the account nor advising the Client. The Company is entitled to execute transactions requested by the Client as provided in this Agreement even if the transaction is not beneficial for the Client. The Company is under no obligation, unless otherwise agreed in this Agreement and/or other documentation/information on the Website, to monitor or advise the Client on the status of any transaction, to make margin calls, or to close out any of the Client's open positions. Unless otherwise specifically agreed, the Company is not obligated to make an attempt to execute the Client's order using quotes more favorable than those offered through the Trading Platform.

General Provisions

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

Services of the Company

Services – services provided by the Company to the Client through the Trading Platform of the Company, including without limitation to customer, analytics, news and marketing information services. The Company shall facilitate the execution of trade activities/orders and/or transactions

of the Client but the Client hereby acknowledges and accepts that the Company shall not at any time provide any trust services and/or trading consultation or advisory services to the Client. The Company shall process all transactions/Operations of the Client in accordance with the terms and conditions of this Agreement and on an execution-only basis. The Company shall not manage the Client's Account nor advise the Client in any way. The Company shall process the orders/ transactions requested by the Client under this Agreement irrespective of whether such orders/ transactions may result to not being beneficial for the Client. The Company is under no obligation, unless otherwise agreed in this Agreement and/or other documentation/information on the Website, to monitor or advise the Client on the status of any transaction/order, to make margin calls to the Client, or to close out any of the Client's open positions. Unless otherwise specifically agreed, the Company is not obligated to process or attempt to process the Client's order/ transaction using quotes more favorable than those offered through the Trading Platform. The Company shall not be financially liable for any operations conducted by the Client through the Account and/or on the Trading Platform. Each Client shall be the only authorized user of the Company's services and of the corresponding Account. The Client is granted an exclusive and non-assignable right to the use of and to access the Account and it is his/her responsibility to ensure that no other third party, including, without limitation, to any next of kin and/or to members of his/her immediate family, shall gain access to and/or trade through the Account assigned to her/him. The Client shall be liable for all orders given through his security information and any orders received in this manner by the Company shall be considered to have been given by the Client. So long as any order is submitted through the Account of a Client, the Company shall reasonably assume that such orders are submitted by Client and the Company shall not be under any obligation to investigate further into the matter. The Company shall not be liable to and/or does not maintain any legal relations with, any third party other than the Client. If the Client acts on behalf of any third party and/or on behalf of any third party's name, the Company shall not accept this person as a Client and shall not be liable before this person regardless if such person was identified or not. The Client has the right to cancel his order given to the Company within 3 seconds after the moment of giving such order to the Company (hereinafter referred to as the "Cancellation"). The client agrees and understands that the three seconds cancellation option offered by the Company is applicable and available for the client as long as the price remains unchanged. Three seconds from the moment of giving the order to the Company by the Client via the platform, the Company may (but is not obliged to) offer to buyout the option from the Client and the Client have the right to agree to such offer (hereinafter referred to as the "Buyout"). The Client is entitled to use such Cancellation or Buyout option subject to the conditions specified on the platform. Such conditions can also include the fee charged by the Company. Such fee is specified on the platform. The Company is obliged to provide all necessary information as to the conditions of Cancellation and Buyout, their cost, etc. The Client acknowledges and agrees that provision of such information on the platform is sufficient. The Client acknowledges and agrees that the use of Cancellation or Buyout is very risky to the Client as long as the cost of Cancellation and/or Buyout depends on the market situation. The Client acknowledges and agrees that he bears all the risks associated with the use of Cancellation and/or Buyout. The Client is entitled to use such Cancellation or Buyout option subject to the conditions specified on the Trading Platform/Website, including without limitation to any fee to be charged by the Company. The Company shall be obliged to provide all necessary information as to the conditions of Cancellation and Buyout, including any applicable costs, etc. The Client acknowledges, accepts and agrees that provision of such information on the Trading Platform is sufficient. The Client acknowledges, accepts and agrees that the use of Cancellation or Buyout option entail large risks for the Client, especially in the case where the costs associated with Cancellation and/or Buyout, depend on the market situation. The Client acknowledges, accepts and agrees that he/she shall bear all risks associated with the use of Cancellation and/or Buyout option. It is understood and agreed by the Client that the Company may from time to time, at its sole discretion, utilize a third party to hold the Client's funds and/or for the purpose of receiving payment execution services. These funds will be held in segregated accounts from such third party's own funds and will not affect the rights of the Client to such funds. The Company offers internal live chats where clients can share inter alia their trading ideas and/or express their general thoughts. The client acknowledges and agrees that the Company's live chat feature is not and will not constitute a valid and/or accurate information and/or information addressed to the clients/potential clients and/or in any way information that is controlled by the Company and/or investment advice, as it is merely a feature allowing clients to inter alia express their thoughts and ideas between themselves. Provision of investment advice shall only be carried out by the Company subject to a

separate written agreement with the Client and after assessing the Client's personal circumstances. Unless such written agreement has been entered into between the Client and the Company, the provision of reports, news, opinions and any other information by the Company to the Client does not constitute investment advice or investment research.

Execution of Orders / Electronic Trading

By accepting this Agreement, the Client accepts that he has read and understood all provisions of this Agreement and related information on the Website. The Client accepts and understands that all orders received shall be executed by the Company as the counterparty of the transaction in its capacity of Market Maker. The Company shall act as a principal and not as an agent on the Client's behalf for the purpose of the Execution of orders. The Client is informed that Conflicts of Interest may arise because of this model. Reception of the order by the Company shall not constitute acceptance and acceptance shall only be constituted by the execution of the order by the Company. The Company shall be obliged to execute the Client's orders sequentially and promptly. The Client acknowledges and accepts a) the risk of mistakes or misinterpretations in the orders sent through the Trading Platform due to technical or mechanical failures of such electronic means, b) the risk of any delays or other problems as well as c) the risk that the orders may be placed by persons unauthorised to use and/or access the Account, and the Client agrees to indemnify the Company in full for any loss incurred as a result of acting in accordance with such orders. The Client accepts that during the reception and transmission of his/her order, the Company shall have no responsibility as to its content and/or to the identity of the person placing the order, except where there is gross negligence, willful default or fraud by the Company. The Client acknowledges that the Company will not take action based on the orders transmitted to the Company for execution by electronic means other than those orders transmitted using the predetermined electronic means such as the Trading Platform, and the Company shall have no liability towards the Client for failing to take action based on such orders. The client acknowledges and agrees that any products or services that may be offered by the Company may not always be available for purchasing or use for trading purposes, and it is in the Company's absolute discretion whether it will make these products available or not to the clients at any time. The Company shall bear no liability, monetary or otherwise, in relation to this section, including without limitation to not making available any product at any given time.

Limitation of Liability

The Company does not guarantee uninterrupted service, safe and errors-free, and immunity from unauthorized access to the trading sites' servers nor disruptions caused from damages, malfunctions or failures in hardware, software, communications and systems in the Client's computers and in the Company's suppliers. Supplying services by the Company depends, inter alia, on third parties and the Company bears no responsibility for any actions or omissions of third parties and bears no responsibility for any damage and/or loss and/or expense caused to the Client and/or third party as a result of and/or in relation to any aforesaid action or omission. The Company will bear no responsibility for any damage of any kind allegedly caused to the Client, which involves force majeure or any such event that the Company has no control of and which has influenced the accessibility of its trading site. Under no circumstances will the Company or its Agent(s) hold responsibility for direct or indirect damage of any kind, even if the Company or its Agent(s) had been notified of the possibility of aforesaid damages.

Settlement of Transactions

The Company shall proceed to a settlement of all transactions upon execution of such transactions. An online statement of Account will be available for printing to the Client on the Trading Platform of the Company, at all times.

Indemnity and Liability

The Client shall indemnify and keep indemnified the Company and its directors, officers, employees or representatives against all direct or indirect liabilities (including without limitation all losses, damages, claims, costs or expenses), incurred by the Company or any other third party in respect to any act or omission by the Client in the performance of his/her obligations under this Agreement and/or the liquidation of any financial instruments of the Client in settlement of any claims with the Company, unless such liabilities result from gross negligence, willful default or fraud by the Company. This indemnity shall survive termination of this Agreement. The Company shall not be liable for any direct and/or indirect loss, expense, cost or liability incurred by the

Client in relation to this Agreement, unless such loss, expense, cost or liability is a result of gross negligence, willful default or fraud by the Company. Notwithstanding the provisions of section 8.1 above, the Company shall have no liability to the Client whether in tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under and/or in connection with the Agreement. The Company shall not be liable for any loss of opportunity as a result of which the value of the financial instruments of the Client could have been increased or for any decrease in the value of the financial instruments of the Client, regardless of the cause, unless such loss is directly due to gross negligence, willful default or fraud on the part of the Company. The Company shall not be liable for any loss which is the result of misrepresentation of facts, error in judgment or any act done or which the Company has omitted to do, whenever caused, unless such act or omission resulted from gross negligence, willful default or fraud by the Company. The Company shall not be liable for any act or omission or for the insolvency of any counterparty, bank, custodian or other third party which acts on behalf of the Client or with or through whom transactions on behalf of the Client are carried out.

Personal Data

By accepting the terms and conditions of this Agreement, the Client irrevocably consents to the collection and processing of his/her personal data/information by the Company without the use of automatic controls, as the same are provided by him/her to the Company. The term personal data for the purposes of this Agreement shall mean: the Name, Surname, Patronymic, gender, address, phone number, e-mail, IP address of the Client, Cookies and information that relate to the provision of Services to the Client (for example, the Client's trading story). The Client shall be obliged to provide correct, accurate and complete personal data/information as requested by the Company. The purpose of collecting and processing the personal data is to comply with applicable regulating legislation requirements, including without limitation to anti-money laundering regulations, as well as for any and all purposes in relation to this Agreement, including without limitation to enable the Company to discharge its obligations towards the Client. The Client acknowledges and consents to that, for the purposes described at the section directly above, the Company shall be entitled to collect, record, systematize, accumulate, store, adjust (update, change), extract, use, transfer (disseminate, provide, access), anonymize, block, delete, destroy such personal data and/or perform any other actions according to the current regulating legislation. The Client acknowledges and consents to the Company storing, maintaining and processing his/her personal data in the manner as described in this Agreement during the term of the Agreement and for 5 years following any termination of the Agreement. The Client hereby acknowledges, accepts, agrees and consents to the disclosure of personal data by the Company to third parties and their representatives, solely for the purposes of the Agreement, including without limitation in order to facilitate processing/execution of the Client's orders/Operations, provided that at all times (i) the amount of personal data to be disclosed to any such third party is proportionate and/or limited solely to facilitate to the actions as described above, and (ii) the Company shall ensure that such third party shall treat the personal data in accordance with applicable laws and regulations. The Company shall not be entitled to make available the personal data in public and/or disclose such personal data for any other purposes, subject to disclosure required under applicable laws and regulations. During processing of the personal data, the Company shall take necessary legal, organizational and technical measures to protect such personal data from unauthorized or accidental access, destruction, change, blocking, copying, provision, and dissemination as well as from any other illegal actions.

Assignment

The Agreement shall be personal to the Client and the Client shall not be entitled to assign or transfer any of his/her rights or obligations under this Agreement. The Company may at any time assign or transfer any of its rights or obligations under this Agreement to a third party. The Company shall notify the Client of any such assignment.

Risk Statement

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

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Charges and Fees

The Company shall be entitled to receive a fee from the Client regarding the Service(s), provided by the Company. The Company may pay fee/commission to business introducers, referring agents, or other third parties based on written agreement. This fee/commission is related to the frequency/volume of transactions and/or other parameters. The Company may pay fee/commission to business introducers, referring agents, or other third parties based on written agreement. This fee/commission is related to the frequency/volume of transactions and/or other parameters. All applicable fees or charges can be found on the Company's Website (General Fees). The Company has the right to amend its fees and charges from time to time. Ongoing trading fees, including inter alia swaps, shall be charged and deducted from the Client's account balance. In case the Client does not maintain enough funds in his/her balance, the relevant position subject to swap will be closed by the Company. The Client agrees that any amounts sent by the Client will be deposited to the Account at the value on the date of the payment received and net of any charges / fees charged by the bank or any other intermediary involved in such transaction process and/or in any other case, the Client shall authorize the Company to withdraw the fee by way of transfer from the Client's Account.

Duration and Termination of the Agreement

The Agreement herein shall be concluded for an indefinite term. The Agreement herein shall come into force when the Client accepts the Agreement and makes an advance payment to the Company. In case of any discrepancies between the text of the Agreement in English and its translation in any other language, the text of the Agreement in English as a whole shall prevail, as well as the English version/text of any other documentation/information published on the Website. The Company shall be entitled to terminate this Agreement immediately without giving prior notice if the Client fails to provide to the Company his/her KYC documents within 14 days from the moment of acceptance of this Agreement, constituting, thus, his/her Account as an unverified Account. In case of termination of this Agreement for a reason indicated in section 15.b, subclauses i, ii and x of this Agreement the Company shall have no liability towards the Client and no obligation to pay the profit of the Client (if any). In case of termination of this Agreement for a reason indicated in sections 15.a of this Agreement, the Company shall have either to wire to the Client the remaining balance or to give to the Client the opportunity to withdraw his/her remaining balance. In case of termination of this Agreement for a reason indicated in section 16.b of this Agreement, the Company shall have to wire to the Client the remaining balance excluding any profit.

Terms and Conditions

The Client shall agree to make a deposit to his/her Account to use the Company Services or any other additional services ordered by the Client on the Website as well as all additional expenses (if necessary), including but not limited to any taxes, duties, etc. The Client shall be completely responsible for timely depositing the funds into his/her Account. Provider of payment services shall ensure only fulfillment of payment in the amount defined by the Site and shall not be liable for payment of the above-mentioned additional amounts by the Website's Client. The payment is considered to be processed and cannot be returned after clicking the "Payment" button. By clicking the "Payment" button, the Client shall agree that he/she cannot return the payment or require its recall. Additionally, by accepting the terms and conditions herein contained, the Client as the owner of the payment card confirms that he/she shall be entitled to use the Services offered on the Website. By accepting the terms and conditions of this Agreement and depositing funds to the Account, the Client agrees to use the Website's Services and accepts that the processing of any of the Client's payment shall be executed by a provider of payment services, being a third party to this Agreement (the "Provider"), and the Client further acknowledges and accepts that no legal right exists for return of already purchased Services or other options of payment cancellation. In case if the Client is willing to refuse from using the 1-Click service for the next purchase of the Service, the Client can refuse from 1-Click service using the Account on the Website. Note that 1-click deposits (recurring payments) are not processed as 3-D secure transactions, the client needs to enable 3-D secure function if he would like the payments to be processed as 3-D secure, as it's vital information in regards to BTC withdrawal policy. The

Provider shall not be in any case liable for the refusal/impossibility to process the data connected with payment card of the Client, or for the refusal connected with failure to obtain permission from the issue bank to process payment using the payment card of the Client. The Provider shall not be in any case liable for quality, amount, and price of any service, offered to the Client or purchased by the Client of the Website using the payment card of the Client. Paying for any Services of the Website the Client first of all shall be obliged to fulfill the rules of using the Website. We are asking to consider that only the Client as the owner of the payment card shall be liable for timely payment of any service ordered via the Website and for all additional expenses/fees connected with this payment. The Provider shall only be the performer of payment in the amount specified by the Website and shall not be in any case liable for any pricing, general prices and/or total sums. In case of the situation connected with the Client's dissent with the terms mentioned above and/or any other reasons, we are asking the Client to promptly refuse from making a payment and to directly address the administrator/support of the Website if necessary.

The Client's Responsibility

The Client acknowledges that these General Terms are an integral part of this Agreement. It is the Client's responsibility to verify that all transactions and Service(s) received are not contradictory to any applicable law and to undertake any other legal duty emanating from the use of Website at the Client's sole option, discretion and risk, and the Client is solely responsible for ascertaining whether it is legal in the Client's jurisdiction and/or place of residence. The Client holds sole liability for all transactions in his Trading Account, including all cards transactions or other means of deposit and withdrawal transactions (as stated below). The Client acknowledges that the Company reserves the right to accept or decline any deposit and/or funding and/or withdrawal request by the Client depending on the payment method that the Client chooses (which includes but is not limited to the third party financial institution from which the Client wishes to deposit/withdraw funds with the Company (Third Party Institutions)), and the Company may suggest to the Client an alternative for its request. It is important to note that the Company does not have and cannot in any way have any, control over such Third Party Institutions and any transactions made by the Client through the Platform using such institutions and it is hereby acknowledged and agreed that the Company shall bear no liability, monetary or otherwise, in relation to any loss of funds incurred by the Client pursuant to any actions or omissions of Third Party Institutions. The Client is responsible for securing his/her Username and Password for his Trading Account. The Client holds sole responsibility for any damage caused due to any act or omission of the Client causing inappropriate or irregular use of the Client Trading Account. It is clearly stated and agreed by the Client that the Client bears sole responsibility for any decision made and/or to be made by the Client relying on the content of the Website and no claim and/or suit of any kind will arise to that effect against the Company and/or its directors and/or employees and/or functionaries and/or Agents (the Company and/or its Agents). The Company and/or its Agents will hold no responsibility for loss of profits due to and/or related to the Website, Transactions carried out by the Client, Services and the General Terms of use or any other damages, including special damages and/or indirect damages or circumstantial damages caused, except in the event of malicious acts made by the Company. Without limitation of the aforesaid and only in the event of definitive judgment by court or other authorized legal institution resolving that the Company and/or its Agent(s) hold liability towards the Client or third party, the Company's liability, in any event, will be limited to the amount of money deposited and/or transferred by the Client to the Trading Account in respect of the transaction which caused the liability of the Company and/or its Agent(s) (if such was caused). No Trading Account will be approved without the completion of the Company's compliance procedures, including the identification and verification of the Account.

Risks

The value of the Financial Instruments offered by the Company may increase or decrease. The Client acknowledges that they fully understand the risks involved in trading CFDs (and other similar products), including, but not limited to, the risk of loss of all funds. CFD Trading does not give you any right to the underlying instrument of the Transaction. This means that you do not have any interests in, or the right to purchase any underlying shares in relation to such instruments because the CFDs represent a notional value only. Virtual currencies are complex and high-risk products, and their prices fluctuates widely; as such, they entail the risk of losing the entire invested capital. Trading cryptocurrencies may result in significant loss over a short period of time. Clients should not trade in virtual currencies in case they do not have the necessary knowledge and expertise in these products. The Client acknowledges that he has read,

understood and accepted the Company's risk disclosure information found on the Company's Website.

Financial Information

The Company should not be held responsible for any losses that the Client may incur (or to third party) due to reliance on inaccurate or erroneous financial information on the Website. The Client should verify the accuracy and reliability of the information on the Website and its appropriateness in comparison with other dependable information sources. The Company will not be held responsible for any allegedly caused claim, cost, loss or damage of any kind as a result of information offered on the Website or due to information sources used by the Website. The Client approves and accepts that any oral information given to him/her in respect of his Trading Account might be partial and unverified. The Client accepts sole risk and responsibility for any reliance on the aforementioned information. The Company does not give any warranty that pricing or other information supplied by it through its trading software or any other form is correct or that it reflects current market conditions.

Quotes

The Client acknowledges that the only reliable source of quote flow information is the main server for customer requests. The quotes on the Trading Platform cannot serve as a reliable source of information about the real quotes flow, as in the case of unstable connection between the Trading Platform and the server part of the quotes from the flow may not reach the Trading Platform. The graphs displayed on the Trading Platform are indicative. Thus, the Company does not guarantee that the transaction will be made at the same prices specified on the graphs in the Trading Platform at the time of submission of the other customer transactions. The price displayed on the Trading Platform is formed by the formula $(\text{Bid} + \text{Ask}) / 2$. Non-market quote – the price in the Trading Platform which does not correspond to the price on the market at this moment of time (hereinafter referred to as the "Non-market price").

Copyright

Copyrights and Intellectual Property (IP) on the Website are the Company's property or of third parties which have authorized the Company to use such IP on the Website and Service(s). It is forbidden to copy, distribute, duplicate, present in public, or deliver the copyrighted material, in whole or in part, to third parties. It is forbidden to alter, advertise, broadcast, transfer, sell, distribute or make any commercial use of the copyrighted material, in whole or in part, except with duly signed prior permission from the Company. Unless explicitly stated otherwise, any material and/or message, including without limitation, idea, knowledge, technique, marketing plan, information, questions, answers, suggestions, emails and comments (hereinafter – "Information") delivered to the Company shall not be considered the Client's confidential or proprietary right of. Consent to the Agreement will be considered as authorization to the Company to use the entire Clients' Information (excluding Clients' Information designated for personal identification), at the absolute and sole discretion of the Company without requirement of any additional permission from the Client and/or the payment of any compensation due to such use. Client undertakes that any notice, message or any other material supplied by the Client shall be appropriate and shall not harm other persons including their proprietary rights. Client shall refrain from uploading or sending any illegal and/or harmful and/or disturbing to other Clients material, and is strictly forbidden from taking any action, which might damage the Company.

Content and Third Parties' Websites

The Website might include general information, news, comments, quotes and other information related to financial markets and/or advertising. Some information is supplied to the Website by unaffiliated companies. The Company does not provide investment research. All news, comments, quotes and other information related to financial markets published by the Company are of promotional/marketing nature only. The Company does not prepare, edit or promote the information/links and/or other information provided by unaffiliated companies. The Company will not be liable for the content of any third-party websites or the actions or omissions of their proprietors nor for the contents of third party advertisements and sponsorship on those websites. The hyperlinks to other websites are provided for information purposes only. Any Client and/or potential client use any such links at his/her own risk.

Processing of Client Orders to Open Positions

If the amount of available funds is sufficient to open a position - the position will be opened. If the size of the available funds is insufficient to open a position - the position will not be opened. The Client's order to open a position is processed, and the position is opened only after the corresponding entry in the server log file. Each new position is assigned with a serial number.

Processing of Client Orders to Close Positions

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

OTC Assets

OTC Asset or "over the counter" is an asset that traded out of the regular market (hereinafter referred to as the "Asset"). The Asset's price is formed from data for trade requests and orders of the Clients, received by the Company. The Client acknowledges that by making trade requests and orders on such Asset, he/she understands the essence of the work of such an Asset and the pricing algorithm of the Asset. The Client acknowledges that by making trade requests and orders on such Asset, he/she admits that the only reliable source of quoting information is the main server for the trade orders of the Clients.

Benefits

The Company may provide benefits to clients, including but not limited to, VIP status, tournaments and/or other privileges ("Benefits"), at its absolute discretion and subject to fulfilling the required conditions. The Client acknowledges and accepts:

The Company reserves the right, without prior notification, to amend or cancel any of the Benefits provided at any time for any reason; Conditions are subject to change at any time and may vary depending on each region; It is prohibited to abuse any of the privileges provided by the Company (e.g. creating multiple trading accounts to claim these Benefits); The client may submit a request to stop receiving such Benefits at any time.