1. Services

1.1.   The User Agreement includes: annexes, modifications, agreements and permissions that will be accepted by the Client in relation to the services provided by the Company. The "User Agreement" defines further interaction between the Broker and the Client, as well as establishes other rights and obligations of the Parties that arise in connection with the procedure for the provision and performance of these services.

1.2.   In accordance with the provisions of the User Agreement, the Client will start making transactions with securities and financial instruments.

1.3.   In accordance with the provisions specified in the User Agreement, the Broker provides the following services:

a) providing access to trading platforms, namely: to the software by means of which the electronic transmission of data is carried out through a personal desktop, laptop computer or other device connected by a modem or an authorized data transmission network designated by the Company;

b) providing access to the necessary interactive programs and services related to trading in the financial markets offered by the Broker in order to:

- have access to an authorized third-party service provider;
- be able to receive trading information and quotes from a Broker or an authorized third party service provider.

1.4.    Before starting cooperation, the Client undertakes to accept, carefully read and agree with all the terms of the "User Agreement" of the Company.

1.5.   From the moment of signing the "User Agreement", the Client agrees that the Broker may unilaterally make adjustments and changes, as well as add, rename, or leave unchanged the services provided in accordance with the Agreement. However, the Company will have to warn the Client of the changes as soon as possible specified in the Agreement.

In accordance with the general rules, any changes, additions, renaming of services come into force after five working days

from the moment of notifying the Client of the changes set forth in section 4.

1.6. Any financial instruments with the help of which the Client performs trading operations in accordance with the User Agreement are settlement. The client should note that the physical currency or asset underlying the contract is not delivered upon execution.

1.7. The Client undertakes to acknowledge and understand the following provisions:

a) The Broker carries out the execution of trading operations and certain additional services, which may be agreed between the Client and the Company in writing from time to time;

b) The Broker does not provide advice or advice regarding any transaction concluded in accordance with the User Agreement.

c) the Broker does not have access to the management and monitoring of the Client's investments;

d) the execution of any orders by the Broker on behalf of the Client does not imply approval or recommendation of this transaction by the Company;

e) The Broker indicates different types of risk disclosure both in the User Agreement and on the online platform;

f) The Broker will not act as a fiduciary or provide individual advice to the Client in relation to any transaction in securities and financial instruments unless agreed in writing.

g) the Client undertakes to independently evaluate its transactions, which will be considered in the light of the Client's own objectives and obligations, including taking into account the probable risks and benefits associated with the conclusion of these transactions;

h) The Client should understand that he should not rely on any information, offer or notification message from the Broker as a recommendation or advice in relation to this transaction.

2. Stages of opening a trading account

2.1. Before opening a trading account, the Client must go through the registration procedure on the official website of the Company. To do this, you need to

fill out the registration form for opening a trading account and accept the "User Agreement".

2.2. During the registration procedure, the Client has the right to choose one of the offered types of trading accounts. The terms and conditions of the provision of services for each of the proposed types of trading accounts are posted on the official website of the Company and are an integral part of the User Agreement.

2.3. The client must understand that he is personally responsible for the provision of accurate data, as well as for all possible consequences caused by their inaccuracy or invalidity.

2.4. Upon completion of the registration process and signing of the "User Agreement", the Client will be provided with a trading account. After that, the data will be generated and the Company will provide access codes (login and password) to the Personal Account and the Trading Terminal. Access codes are required to identify a person during trading operations, as well as to manage a trading account and funds.

The Client's login is assigned once and is not subject to change. The password can be changed at the request of one of the parties at any time. Changes to the password on the part of the Client can be reproduced at any time, but the Client does not have to notify the Company about this.

2.5. Opening and maintenance of the Client's trading account is carried out in Euros.

2.6. The Client's trading account will be automatically connected to the trading platform.

2.7. During the initial registration of the Client, the trading account opened for him will be linked to the trading platform.

2.8 If the Client has unique and super aggressive trading strategies, he is obliged to warn the Broker of his intention to do so, after which the Company will ask for proof of his qualification as a professional trader or investor. If the Client refuses to provide evidence, the Company reserves the right to refuse further service to the Client, as well as to disable access to the trading account and cancel all trading operations and their results.

2.9. The Client undertakes to take responsibility for maintaining the confidentiality of the data for access to his trading account, as well as for all trading and non-trading operations performed on the account duly authorized in the trading platform, on the official website using the data for access to the Client's trading account.

2.10. In a situation where the Client loses the password, the Broker has the right to change the existing password at the request of the Client. However, before changing the password, the Client must go through identification, which is carried out by all available means.

3. Rights, Warranties and Obligations of the Parties

3.1. The Client has the right to:

3.1.1. Contacting a Broker or an authorized third-party service provider to obtain quotes and information for the purpose of trading in the financial markets.

3.1.2. Gain access to trading operations in the financial markets using the trading platform provided by the Broker. 3.1.3. Receive and request any information regarding the current state of his account upon request, subject to communication between the Client and the Broker.

3.1.4. The right to dispose of free funds on the Personal Account at any convenient time.

3.1.5. The ability to give the Broker requests, orders and instructions to perform trading operations in the financial markets exclusively through the Personal Account or by phone.

3.2. For its part, the Client guarantees that:

3.2.1. Fully possesses civil legal capacity and legal capacity.

3.2.2. He acknowledges that the "User Agreement" does not violate any laws, rights and statutory rules applicable to the Client or in the jurisdiction of which the Client is a resident.

3.2.3. Any information provided by the Client in accordance with the "User Agreement" is complete, accurate and truthful, including all connecting aspects.

3.2.4.  The Client undertakes to take responsibility for all possible consequences that may arise as a result of his actions in accordance with the User Agreement.

3.2.5.  Undertakes to be the only authorized person using the Broker's services on the trading account, due to which he is responsible for maintaining the confidentiality of personal data and the necessary access codes.

3.2.6.  The client guarantees that the funds are of legal origin, so any use of them is legal

3.2.7.  The Client guarantees that the funds transferred by him/her to his/her trading account are of legal origin, legal possession and right.

3.3.  The Client undertakes:

3.3.1.  Comply with the conditions and fulfill the obligations specified in the "User Agreement", as well as in other annexes to it and other information published on the official website.

3.3.2.  Make any payments in strict accordance with the appendices and terms of the User Agreement.

3.3.3.  Provide up-to-date identification information and information, and promptly notify the Company of any changes to it. The Client is responsible for all consequences associated with failure to notify the Company of changes.

3.3.4.  Undertakes not to disclose to any third parties access codes and other information that is used to identify the Client during trading operations and management of the trading account and funds on it.

3.4.  The Broker reserves the right to:

3.4.1.  Require the Client to properly comply with the terms of the User Agreement.

3.4.2.  In order to carry out proper identification, require the Client to provide data and information that is necessary for opening a trading account and when performing trading and non-trading operations by the Client.

3.4.3.  If the Client refuses to comply with the requirements of the User Agreement, the Company has the right to

unilaterally terminate the Client's access to the services provided.

3.4.4.    In order to prevent fraud, money laundering and other conflict situations, the Broker has the right to require the Client to confirm his identity or registration data of a legal entity at any time. Confirmation of the Client's identity or registration data of a legal entity is carried out in accordance with the procedure established in section 7 of the User Agreement.

3.4.5.    Recognize any position (or several positions) of the Client as invalid and close it at the current price at any time at its sole discretion, provided that all trading systems used by the Client are aimed at exploiting a possible vulnerability in the company's software.

3.4.6.    The Company may prohibit the use of Expert Advisors or completely prohibit access to trading and the trading account in the event that the Client has detected an unproductive load on the service.

3.4.7.  Provided that the trading operation has been corrected or canceled by the liquidity provider, the Company has the right to edit or invalidate this operation.

3.4.8.   If the Client has fixed a debt, the Broker has the right, at its sole discretion, to use the balance that is available on the

of the Client's trading account.

3.4.9.   The Broker has the right to forcibly close (liquidate) the Client's open positions without prior notice to the latter, if the current state of the "Margin Level" trading account is less than 80% of the required margin to maintain open positions (Margin Call situation). In some cases, open positions may be forcibly closed with the obligatory notification of the Client.

The Company, of course, is obliged to start closing unprofitable trades, provided that the current state of the trading account "Margin Level" becomes less than the necessary margin to maintain open positions (the situation «Stop Out»). The minimum allowed margin level is 20%

3.5.  The broker guarantees that:

3.5.1.    All data provided by the Client will be protected by the Company in accordance with the privacy and data protection provisions contained in Section 8 of this document;

3.5.2.    Within 24 hours after the Broker receives the relevant request, the Client will be provided with a                                                          Any necessary information regarding the status of his trading account.

3.5.3.    The Client should understand that the Broker does not act as a tax agent. This means that the Client is fully responsible for all tasks related to taxes, fiscal and tax reports, including but not limited to the payment of any and all taxes arising from or in connection with any transactions related to the services provided by the company.

3.6.  For its part, the Broker undertakes:

3.6.1.  After the Client has successfully completed the registration procedure, the Company will open a personal trading account for the Client, after which it will be possible to start trading.

3.6.2.    Provide the Client with the opportunity to perform trading and non-trading operations in the financial markets on the terms and in the manner provided for in the User Agreement.

3.6.3.  Provide services in accordance with the terms of the User Agreement.

4.  Exchange of information

4.1.  The Broker may contact the Client through:

(a) E-mail;

b) internal mail of the trading platform; c) facsimile

communication;

d) telephone;

4.2.  To contact the Client, we will use the latest contact details left by the Client. The Client has no right to refer to the fact that the information sent to the Broker using the details specified by the Client is incorrect or invalid.

4.3.  Documents, announcements, notifications, confirmations, requests, reports, messages, correspondence and other will be deemed to have been received by the Client:

- at the end of the telephone conversation;
- 7 working days after the mailing;
- one hour after sending to his e-mail address;
- immediately after sending via the trading platform's internal mail;
- immediately after sending by fax;

4.5. Upon expiry of three calendar days from the date of sending the notification by the Company via the internal mail of the client terminal, the Client agrees that the Broker has the right to delete messages that have not been received.

4.6. The Client agrees that we may record oral and telephone conversations with the Client. Records of this type can serve as evidence of requests made by the Client and orders, as well as other facts of interaction between the Client and the Company, which are the property of the Broker

## 5. Client's Finances: Settlements, Payments and Transfers

5.1. In order to ensure the ability to carry out trading operations, the Broker may require the Client to fund the trading account by means of the Broker requires the Client to fund his trading account by transferring funds to the Company's accounts using any acceptable payment method.

5.2. The Client acknowledges that the funds will be credited to the trading account on the date of execution of the terms of the transaction, minus transfer fees or other possible costs.

5.3. The Client has the right to withdraw the funds available on the trading account at any time and at his own discretion, if it is provided for by the User Agreement. Often, funds can be withdrawn from the trading account using the same payment methods that were previously used to fund the account and to the same bank account or through the same electronic payment system that was used to fund the account.

5.4. The client can deposit or withdraw funds only in one currency - Euro.

5.5. In a situation where the Client wants to deposit or withdraw funds from his trading account:

a) The Broker will not accept payments to/from any third party and thus the payer and recipient of funds must be the same person as the Client;

b) the funds can be withdrawn to the same bank account or using the same deposit method that was used to fund the account; In the event that the method used to fund the account cannot be used for withdrawals (e.g. through payment terminals, bank cards, etc.), withdrawals can only be made by bank transfer to a bank account opened in the Client's name

(c) Where different methods and currencies are used to fund the account, withdrawals shall be made on a pro rata basis for each method and currency.

5.6. Within one business day, the funds are credited to the Client's trading account.

5.7. If the amount withdrawn, including all costs, exceeds the free margin, the Broker reserves the right to reject such withdrawal request. As any withdrawal of funds from a trading account that has open positions can only be made within the free margin available in the Client's account.

5.8. Upon receipt of the Client's request for withdrawal of funds, the Company shall comply with the Client's request no later than five business days.

5.9. Any fees, expenses and commissions charged by banks, clearing agents, exchanges, custodians and other entities in relation to the transfer of funds and settlements between the Parties shall be paid by the Client.

5.10. The Client acknowledges and agrees that when his trading account is funded with a delay caused by a software failure, the Broker may fund the account manually, provided that the Client has notified the Support Team.

5.11. At the Client's sole discretion, the Client may transfer funds to the trading account to replenish it or to maintain an open position. For its part, the Company does not send requirements to the Client to maintain the level of the required margin.

5.12. The broker has the right to limit the minimum and maximum amounts for crediting and debiting funds, which will be differentiated depending on the method of crediting or debiting.

5.13. Based on the conditions specified in the "User Agreement" to receive a commission or other remuneration from the Client for the services provided. In addition, the Client must reimburse any costs incurred by the Broker. That is why the required amount will be withdrawn from the Client's trading account without acceptance.

5.14. The Broker reserves the right to pay or receive duties, commissions or non-monetary benefits to/or from its affiliates or third parties, unless this is contrary to law. In addition, the Company may pay a fee or commission to any third party who brings a new (potential) client to the Company. In turn, the Client agrees that it is not obligated to provide a separate disclosure of the main provisions related to any such fee, non-monetary benefits or commission.

5.15. The broker reserves the right to block an account that is inactive and remains without replenishment for more than three months in a row. Trading accounts that have been blocked in this way will be automatically archived, after which the Client will not be able to use access codes to the Personal Cabinet and the trading account.

In order to restore access to the trading account, the Client needs to send a request to the support service. Three business days after the request, the Client's account will be unblocked, after which the Client will receive a corresponding notification to the e-mail address.

5.16. Trading accounts that remain inactive for more than three months may be deleted and can no longer be restored.

5.17. If the trading account remains inactive for three months, but there is a deposit on it, the Broker reserves the right to charge and debit an annual account maintenance fee of 20 Euros in order to keep the trading account open.

5.17.1 An attractive bonus is valid for each replenishment of the deposit, which makes it possible to automatically receive additional funds and trade the deposit up to 2 times more in amount. To withdraw

funds from the deposit, you need to make a volume of transactions equivalent to the bonus amount in 100 days. If the required trading volume is reached earlier than 100 days, the trader can immediately withdraw funds in full.

5.18.  Clients are strictly prohibited from using such trading strategies, the purpose of which is to make a profit by deliberately creating situations based on which one of the Client's accounts or a group of Clients falls into the negative balance zone, including when these accounts are registered to different persons who are known to be part of the same trading strategy. If the Company's specialists become aware that the Client prefers to use this type of trading strategy, the Company reserves the right to restore a negative balance on one Client's account at the expense of funds on another account.

5.19.  If there are objective reasons, the Broker may recognize operations on the trading server as non-marketable.

5.20.  In the event of situations related to a significant reduction in liquidity, the Broker reserves the right to close trading on one or more instruments, or allow trading on them only in the exclusive "Close" mode.

6.  Anti-Money Laundering Policy


7.  Customer Identification Individuals

7.1.  Based on the requirements related to the KYC procedure, the main part of the anti-money laundering program indicates that the Company is obliged to identify any Client with whom it enters into a business relationship. In addition, the monitoring of customer relations will be reproduced on an ongoing basis.

7.2.  During the procedure of verifying the identity as an individual, the Broker will pay attention to the following indicators:

- valid passports;
- Id;
- An up-to-date (valid) driver's license.

7.3.  During the procedure of verifying the identity as an individual, the Broker will pay attention to the following indicators:

- Last issued utility bill;
- Recent bank or credit card statements
- The last bank recommendation.

"Latest" means the bank recommendation that was issued no later than the last 3 months.

7.4.  The Broker will verify the Client's identity before processing the Client's request to withdraw any significant amount from the Client's trading Account.

7.5.  Based on the instructions in paragraphs 7.2 and 7.3, the Broker reserves the right to require the Client to provide certain documents, on a case-by-case basis and based on the anti-money laundering program.

7.6.  In a situation where a company has to rely on KYC documents that are not originals, they must be duly certified as true copies of the original. These copies may be certified by a lawyer, actuary, accountant or any other person of recognized professional qualifications or by a member of the judiciary or a senior government official.

7.7.  If the Client provides KYC documents that are drawn up in languages that are not valid for the company, the Client must provide a certified translation of the document into English. In addition, the translation must be printed, signed by the translator and attached to the certified copy or original of the document.

7.8.  The Broker sends a request to the Client, after which the Client is obliged to provide the original KYC documents within thirty (30) calendar days from the date of the request.

7.9. While waiting for KYC documents, the Broker reserves the right to suspend the execution of non-trading operations on the Client's account, including withdrawals.

7.10.  If the Client does not provide the documents within 30 calendar days, the Broker reserves the right to freeze any trading and non-trading operations on the Client's account, as well as to close all open

positions at current market quotes and block funds placed on the trading account without the Client's consent.

7.11. Based on the KYC policy, the following documents may be requested from a legal entity (Client):

a) Constituent documents and documents on registration of a legal entity, which were issued by authorized bodies.

b) A bank account statement or a bank statement confirming that the legal entity has a bank account.

c) A power of attorney for an individual authorized to manage the Client's trading account, with the mandatory indication in the text of the power of attorney of all the necessary details of the Client and the data of the identification document of the individual, as well as the powers of this individual to dispose of funds, carry out trading and non-trading operations on the Client's trading account and interact with the Broker on all issues on behalf of the Client. The power of attorney must be signed by the head of the Client – a legal entity and sealed.

d) Decision of the authorized body on the appointment of the head of the legal entity.

e) A copy of the identification document issued by the authorities of the Client's jurisdiction, with a photo of an individual (passport, driver's license, identity card) authorized to manage the Client's trading account as a legal entity.

f) Where documents are provided in copies and/or require translation, the certification and/or translation requirements shall be complied with as set out in paragraphs 7.4 and 7.7. above.

8. Privacy & Data Protection

8.1. The Company undertakes to maintain the confidentiality of the Clients' data, and not to disclose them to third parties, with the exception of:

- to the extent required by any applicable law or regulation;
- when there is an obligation to publish data;
- if the Broker's legitimate business interests require disclosure;
- at the request of the Customer or with the consent of the Customer or the persons described in Section 8.

8.2. The Broker reserves the right to disclose the Client's personal data to those agents who provide the Company with a number of additional services. In addition, the Broker may transfer or offer to transfer any of its rights or obligations to any person based on the "User Agreement" and to licensed credit agencies or other organizations that assist the Broker and others:

- act in accordance with the law;
- make credit decisions;
- reduce the likelihood of fraud in the course of identification, fraud prevention through credit control checks. The Broker reserves the right to transfer the Client's data to other affiliates for business purposes, such as servicing client accounts and informing clients about new products and services, as permitted by applicable law.

8.3. The Broker grants the Client the right to access some or all of the personal data that the Company collects or stores at the time of the request or to correct inaccurate information, subject to data protection law. In order to fulfill its requirements, the Client must be contacted in writing, after which the Client may be asked to provide additional information to assist in accordance with the necessary request.

8.4. The Broker reserves the right to record or monitor telephone conversations, as well as electronic and other correspondence between the Client and the Company in order to ensure security, compliance with the law, educational purposes and to improve the quality of services.

8.5. The Broker reserves the right to use cookies and other IP monitoring devices to manage the trading system, store passwords and usernames, track page visits in the trading system in order to personalize services for the Client and track and facilitate browsing through the trading system. Cookies are a piece of data stored on the Client's computer that contains information about the Client related to the use of the trading system. IP addresses can be linked to the Client's Personal Data, and by tracking these addresses, the Broker will receive personal data. For its part, the Company provides access to trading after the Client agrees to the provision of

permissions for cookies and IP tracking devices. For its part, the Client understands that he gives permission to access a wide range of cookies and devices for tracking IP addresses.

8.6.  Any services provided through the trading system include transmissions over the Internet, for his part, the Client must understand that such transmission is subject to a certain risk. The broker takes every possible precaution. The Client should be aware that when trading on the network, he may be subject to unauthorized programs transmitted by third parties, electronic disruption or inability of information and data to reach the intended destinations, or erroneous receipt or misdirection of such information. Technical equipment ensures the confidentiality and security of data, but the Company cannot guarantee the elimination of possible risks. Due to this, any transmission through the trading system cannot be considered guaranteed confidential. The Broker shall not be liable for any breach of confidence arising from such events

9. Responsibility

9.1.    The Client agrees that any trading system is provided by the Broker in its original form, and without any guarantees, including:

- commercial suitability or suitability for a particular use, purpose or application;
- timeliness;
- no interruption or results to be obtained by the Client or anyone else when using the trading system.

For its part, the Broker shall not be liable for any loss or damage incurred by the Client or any third party in connection with the provision of any services to which the User Agreement applies, unless such loss or damage is caused directly by fraud, gross negligence or malicious act on the part of the Broker.

9.2. For any loss or damage caused, directly or indirectly, by any events, acts or omissions beyond its control, including, without limitation, loss or damage resulting from,

or indirectly, for any delay or inaccuracy in the transmission of orders or information due to the failure, delay or malfunction of any transmission, communications or computing facilities, the Company shall not be liable.

9.3. In the event of a quote or execution error, the Broker reserves the right to make the necessary adjustments or corrections to the account involved. Any disputes arising from such quoting, execution or other errors will be resolved by the Company after its sole discretion and analysis.

9.4. Reasons related to delays in the Internet connection and the submission of quotes periodically create a situation where the prices displayed on the trading platform do not accurately reflect the market quotes. The broker prohibits the use of latent arbitrage practices that benefit from these internet delays. If the Company detects that the Client uses latent arbitrage during trading, transactions carried out using this technology will be canceled. The Broker reserves the right to make necessary adjustments or adjustments to the account involved, at its sole and absolute discretion.

9.5. The Client is required to be aware that in conditions of high market volatility, for example, in the conditions of the announcement of key (decisive) news, the Client may be exposed to additional risks. There is a possibility that the Client will not be able to get the price he is requesting. In turn, the Broker cannot guarantee price stability during a period of high market volatility.

9.6. The Client is required to agree that he/she undertakes to indemnify and hold the Broker harmless from possible liabilities, damages, costs and expenses, including legal fees and expenses incurred by the Broker in connection with the provision of services to the Client in accordance with the User Agreement. In addition, the Client should take into account that any such circumstances, losses, costs and expenses did not arise due to fraud, gross negligence or wilful misconduct of the Company.

9.7.  In the event that the Company discovers that the Client is in breach of any terms of the User Agreement which has resulted in any damage, loss, expense, charge or expense, the Company reserves the right, in its sole and absolute discretion and without the Client's consent, to debit the Client's trading account(s) for an amount sufficient to fully cover such damages, losses, costs, fees or expenses. If there are insufficient funds on the Client's account(s), the Company will require the Client to replenish the account in an amount that will be able to satisfy the Broker's claims.

9.8.  After the Broker notifies the Client of the loss, the claims must be satisfied by the Client within ten business days after the notification.

9.9.  Payment for inactivity

9.9.1.  If during the last 365 calendar days no trading operations are detected on the Client's trading account and all positions are closed, from the first day of the next calendar month and then on a monthly basis, the account will be debited for the maintenance of the inactive trading account, which is 10 EUR (ten euros) per month.

9.9.2.  The fee will be charged exclusively from the Client's personal funds. In addition, funds that have been credited to the Client within the framework of one or more bonus programs or other promotions cannot be used for the maintenance fee of the trading account.

9.9.3.  If there are not enough funds on the Client's Personal Account, the Broker has the right to write off the missing funds from any other trading or personal account of the Client. The write-off amount is recalculated at the Broker's internal current exchange rate.

9.9.4.  After 365 calendar days, the inactive trading account will be automatically moved to the archive and can be reactivated after the Client's request to the Support Service, however, subject to the repayment of the Client's debt on payments for the maintenance of this or other inactive trading accounts of the Client.

10.  Force Majeure

10.1.  Both parties are exempt from liability for non-fulfillment or inappropriate fulfillment of obligations under the "User Agreement", if the reason for this was unforeseen circumstances,

in which both parties could neither foresee nor foresee (prevent) them. Such circumstances include: fires, floods, epidemics, disruptions of power supply and communications, earthquakes, tsunamis, other natural disasters, man-made disasters, terrorist acts, riots, acts and actions of authorities, embargoes, wars and armed conflicts, or other circumstances beyond the control of the Parties, except to the extent that the Party that has not fulfilled its obligations is guilty of failure to prevent, or is itself the cause of such failure or delay, and provided that such failure or delay cannot be prevented by reasonable efforts by the Party in default.

10.2. Circumstances excluding liability, in accordance with the "User Agreement", also include illegal actions against the Company, its employees or its property, including hacker attacks and other illegal actions against servers.

Force majeure under the User Agreement also includes the suspension, liquidation or closure of any market, or the absence of any event on the basis of which the Broker bases quotes, or imposes restrictions or special or non-standard trading conditions in any market or in relation to any such event.

10.3. In the event of force majeure that excludes liability, the Broker has the right to take any or more of the following actions without prior notice to the Client:

- increase margin requirements;
- close any trading position(s) of the Client at the price that the Broker considers fair;
- limit or change the effect of one or more clauses of the "User Agreement" and its appendices until the effect of circumstances excluding liability is stopped;

10.4. A party for which non-fulfillment or improper fulfillment of obligations under the "User Agreement" was caused by force majeure circumstances must inform the other party of such circumstances within twenty calendar days from the date of their commencement. A party that fails to notify the counterparty of the occurrence of circumstances precluding liability within the specified period is not entitled to refer to them as circumstances excluding liability.

11. Claims and Complaints

11.1. If the Client has complaints about the performance of the services provided by the Broker based on the "User Agreement", the Client must send a claim to the Support Service, which will study the nature of the claim and try to resolve this problem.

11.2. All claims and complaints against the Broker must be submitted within the following deadlines:

- three (3) days are allotted for the submission of a claim, the cause of which is the relationship between the Parties regarding the performance of trading operations in the financial markets.

- Twenty (20) calendar days are allocated for a claim that is related to the performance of non-trading operations and other grounds.

Particular attention should be paid to the fact that if the Client refuses to send a claim within the specified timeframe, it is a confirmation of consent to the Broker's actions and the absence of any disputes and disagreements.

11.3. The claim must include the following data: a) the name and surname of the Client;

b) login in the trading platform;

c) a description of the current situation.

11.4. Claims related to trading operations in the financial markets must include the following data:

(a) Date and It's time Of Problem Situation (by trading platform time);

b) the ticker of the disputed position or pending order.

11.5. The claim must not include:

a) the emotional connotation of the disputable situation;

b) offensive statements about the Company and its employees;

c) profanity.

11.6. The Company has the right to reject the Client's claim in case of non-compliance with the conditions for filing and sending a claim specified in clauses 11.2., 11.3., 11.4, 11.5. and 11.8. of the User Agreement.

11.7. If the claim has been accepted by the Company, it will consider the claim and make a decision on the disputable situation as soon as possible.

11.8. In a situation where the Company is forced to request additional information or documents from the Client in order to consider a claim, the beginning of the claim consideration period is considered to be the moment when the Company receives all the requested information or documents from the Client.

11.9. If the Client's claim relates to a trading operation, the server log file is the only source of information when considering a disputable situation related to the Client's trading operations in the financial markets, then the Client acknowledges and understands this. The information contained in the server log file has an unconditional priority in relation to other arguments in the consideration of a disputable situation, including the information contained in the log file of the client terminal.

11.10. If, due to server maintenance work of which the Client has been notified in advance, the Client's order has not been executed, no claims will be accepted in respect of such orders.

11.11. If the situation is found to be justified, then the settlement takes place in the form of a compensation payment credited to the Client's trading account within one business day. The Company does not reimburse the Client for the profit that was not received, even in the situation if the Client intended to perform any action, but did not perform it for any reason. In addition, the Company does not compensate for any indirect losses and moral damages.

11.12. At the time of making a decision on a claim, the company reserves the right to refer to the quotes, prices, tariffs and other information of any other broker or market maker for comparison.

12. Governing Law and Jurisdiction

12.1. The Terms of Use shall be governed by and construed in accordance with the laws of the Marshall Islands.

12.2.　Both parties (i.e. the Company and the Client) shall attempt to resolve any disputes or disagreements arising in connection with the User Agreement through negotiations. If negotiations fail, the main claims and differences will be referred to the Marshall Islands courts for resolution.

12.3.　The parties irrevocably submit exclusive jurisdiction to the courts of the Marshall Islands to resolve any claim, action or other matter relating to the User Agreement. Nothing in the User Agreement shall prevent the Company from filing a claim against the Client in any jurisdiction.

12.4.　Each Party irrevocably waives any objection that may arise:

- along Place　Of　Any　Proceedings　Court　the Marshall Islands;

- that the trial is being conducted in an inconvenient location for the Client, that the judicial authorities of the Marshall Islands have no legal force

against any of the Parties.

13. Term, procedure for termination of the Agreement

13.1. The "User Agreement" will not become a binding contract between the Client and the Company until the Client's trading account has been opened and approved.

13.2.　The User Agreement will continue to be in effect until terminated.

13.3. The "User Agreement" may be terminated by the Client upon written notice fifteen (15) calendar days prior to termination, provided that the Client has no open positions, unpaid liabilities or debts to the Company. The Client acknowledges that such termination does not relieve the Client of any obligations arising from previous transactions entered into in connection with the User Agreement.

13.4.　If, at the time of termination of the User Agreement, the Client has open trading positions, the Company reserves the right to close open positions at the current market price without notifying the Client. If there is a balance on the Client's account after

closure of positions, such funds shall be sent to the Client in the event that the Client has no other active obligations to the Company.

13.5. The Company reserves the right to terminate the "User Agreement" by notifying the Client in writing fifteen (15) calendar days prior to termination.

13.6. Reasons and conditions of termination:

13.6.1 The Company may terminate the "User Agreement" without notice to the Client, only if the Client violates any of the terms of the "User Agreement".

13.6.2 The Company has the exclusive right to protect its interests. As a consequence, the Company will take all reasonable measures against individual Clients who act against the interests of the Company by using the services provided to them for unfair purposes. The Broker reserves the right to unilaterally terminate the contractual relationship with such a Client and is not obliged to disclose to the Client the reasons for its decision. The decision comes into force immediately and without prior notice to the Client.

13.6.3 The Broker has the right to block the Client's trading account without prior notice and conduct internal checks and investigations. The reason for this may be suspicious trading operations and actions on the part of the Client, which violate the provisions of the "User Agreement" and may be illegal.

Illegal actions are understood as attempts by the Client to make a profit due to:

– exploitation of possible software vulnerabilities;

–     unfair use of bonuses received; – unfair use of affiliate programs,

–  unscrupulous actions as a PAMM/RAMM account manager,

– arbitrage trading,

– News trading by conducting multidirectional trades on two or more accounts opened with one or more brokers, as well as other actions and operations that violate generally accepted market norms and practices.

If the Company detects any of the above actions on the part of the Client, it has the right to terminate the User Agreement, block the method of receiving suspicious funds, close the account (or all accounts) of the Client and return to him the balance of funds not exceeding the amount of the initial deposit.

13.6.4  As an official warning of suspicions, the Broker may (but is not obliged to) express its suspicions to the Client by e-mail or telephone. If, after a warning, the Client continues to use an illegal method of trading, the Broker reserves the right to close all or some of the Client's open positions, to deduct from his account the results of any trading operations that, in the opinion of the Company, are associated with unethical or questionable trading styles, as well as to terminate the "User Agreement", close the Client's account (or all accounts) and return the balance of funds to him.  not exceeding the amount of the initial deposit.

13.7.  The Client agrees that the Company reserves the right, but with prior warning, to suspend or partially or completely terminate the Client's access to the services in accordance with the "User Agreement". In this situation, the Client's contract with the Company is considered suspended or fully completed. In the event of the termination of the User Agreement, the balance of the Client's trading account, subject to the conditions contained in this Section 13, will be returned to the Client.

13.8.  Termination or termination of the "User Agreement" shall not affect any previously made transactions and prejudice any previously acquired rights and obligations of each of the Parties.

13.9.  Any provisions of the "User Agreement" relating to the risks, obligations and obligations of the Client, disclosure of warranties, limitations of liability, compensation, confidentiality and data protection, intellectual property rights, notices, claims and complaints shall survive termination of the "User Agreement" for any reason.

14.  Disclaimer

14.1.    Default includes the following circumstances:

- The Client refuses to pay any amount due and to fulfill any obligations to the Broker;
- Initiation by a third party of the Client's bankruptcy proceedings or the Client's entering into an agreement with its creditors with respect to the settlement of a debt or initiation of any other similar procedure with respect to the Client;
- If the Client is a legal entity: initiating the procedure for the appointment of a Liquidator or the appointment of an external manager or bankruptcy trustee in respect of the Client or the Client's assets (if the Client is a legal entity);
- Any representation or warranty made by the Client proves to be or becomes false;
- The Company has reasonable grounds to believe that the Client has made an illegal trading operation, including the use of Sniper Programs, Scalping, Pipsing, Hedging, placing Stop Orders to buy or sell before the publication of financial information, arbitration          Manipulation          use "fast"/"slow" quotes, etc.;
- The Company has reasonable grounds to believe that the Client's Account has been opened fraudulently;
- The Company has reasonable grounds to believe that the Client has forged or used a stolen bank card to fund his Client Account
- In the event of the Client's death or legal incompetence;
- Any other circumstance that the Broker reasonably considers to be an event of default.

14.2.    In the event of default on the part of the Client, the Company reserves the right, without prior written notice, to take one or more of the following steps:

- close all open positions of the Client at the current quote m;
- close the Client's account(s);
- prohibit the creation of new accounts for the Client;
- write off the amount of the Client's debt to the Broker from the Client's account.

15. Miscellaneous

15.1.  The "User Agreement" has been translated from English. The English text of the Agreement shall prevail in any case.

15.2.  The Company may change this "User Agreement" at its sole discretion, but with notice to the Client, any changes will take effect on the next calendar day after the date of notification, unless otherwise specified in the notice or changes.

15.3.  The Broker may reassign and transfer, in whole or in part, its rights and obligations under this Agreement without the consent of the Client, provided that the person to whom the rights are transferred consents to such transfer. The Broker shall notify the Client in writing of such appointment at least fifteen (15) calendar days prior to the appointment.

15.4.  In the event that the Broker ceases to provide any services under this Agreement, the Client shall notify the Broker in writing within at least fifteen (15) calendar days prior to termination of the service. Any funds remaining in the Client's trading account shall be returned to the Client after all positions have been closed and subject to all other provisions contained in this Agreement.

15.5.  This Agreement shall be binding upon and inure to the benefit of the legal successors and heirs of each party. The Client may not, without the prior written decision of the Broker, transfer, delegate, in whole or in part, the rights, obligations and/or obligations under this Agreement, whether by law, as a result of a merger or otherwise, to any third party. Any attempt to do so without prior written consent is null and void and has no force or effect.

15.6.  In the event of the Client's death, the right to claim the funds available on his trading account belongs to his legal heirs, proxies and successors, excluding the right to perform trading operations on the Client's trading account.

15.7. The Broker has the right to suspend the Client's service at any time for any reasons that the Broker deems sufficient, without prior notice to the Client.

15.8. In the "User Agreement":

- words used in the singular include the plural and vice versa;
- words for male gender include female and neuter;
- words for persons include companies, associations, and groups of persons, whether corporate or not;
- the words "may" should be interpreted as permissive; "shall" or "shall" be construed as compelling;
- Expressions in written form or similar shall be construed to include facsimile printing, lithography, photography, e-mail and other means of representing words in visible form;
- "trading" means transactions in securities and financial instruments;
- the phrase "non-trading operations" means replenishment or withdrawal of funds from a trading account;
- "business day" or "business day" means a day that is not a Saturday, Sunday or public holiday in the country in which the Broker's servers are located.