User Agreement

General Provisions

This user agreement (hereinafter, the "agreement"), including the terms of the provision of trading services, has been prepared by company. The main activity of companyis to provide access to an online trading platform (hereinafter referred to as the trading platform) for carrying out trading activities with contracts for difference.

The use of the pronouns You and Yours in the text of these conditions means a registered user of the trading platform or website visitor . If you decide to download a demo version of our software, the terms of this user agreement apply to you in so far as it applies. By downloading the software, you hereby agree to the terms of this user agreement and undertake to comply with them.

This user agreement, together with the terms of the disclosed risk notification, anti-money laundering policy and privacy policy (collectively referred to as the client agreement) is a legal document establishing the contractual relationship between the parties. By registering as a user of the trading platform, you thereby accept the terms of the client agreement.

In accordance with the client agreement, the new user, by default, is assigned the category "private client". If necessary, you can send us a request to change the default category. Until you receive confirmation of a category change, your category remains a private customer. Please note that in some cases a category change is not possible.

Subject to the fulfillment of the obligations of the client agreement by you, you can participate in trading activities by concluding transactions with CFDs with single securities, baskets of securities, indices, currencies, goods, base and precious metals. By concluding transactions in accordance with a client agreement, our company acts as a principal, not an agent. As our client, you will also participate in transactions as a principal (not an agent) in relation to any other person.

You should carefully read all documents of the client agreement and other materials received by you. This user agreement is standard and governs the relationship between our company and you. For your own good and protection, please read all conditions carefully before confirming your agreement with them. If you have any questions regarding any part of any of the documents of the client agreement, you can apply for additional information by e-mail:.

We reserve the right to amend the client agreement if necessary. As a rule, this can be caused by changes in legislation or regulations (for example, a ban on opening certain short positions or new disclosure requirements). Any changes apply to all open positions and to outstanding orders from the moment the changes take effect. After reviewing the changes, you can terminate the client agreement unilaterally by sending us a written notice in accordance with section 23 of this user agreement.

Definitions

Account Registration Data - a unique username and password for working with the trading platform.

Act - the law On financial markets and services.

Warning messages - all messages generated by the system and sent to the user by e-mail, SMS or in any other way, including warnings about exceeding the established margin parameters, the established maximum price of the instrument or other notifications.

Authorized Person - any official, partner, leader or employee of an organization who is endowed with the relevant rights.

Purchase is a transaction containing an offer to buy a certain number of units of a certain instrument, also referred to as long sale or long position.

CFD (eng. Contract for Differences) is a contract concluded between a client and a company to receive the difference between the value of the instrument determined by the trading platform at the time the transaction is opened and when it is closed.

Closing at a loss or Stop-loss - an application for closing a transaction at a predetermined price, which in the case of a purchase is lower than the transaction opening price, and in the case of a sale, it is higher than the transaction opening price.

Closing with profit or Take-profit - an application for closing a transaction at a predetermined price, which in the case of a purchase is higher than the transaction opening price, and in the case of a sale, it is lower than the transaction opening price.

Difference - the difference between the transaction opening price and the transaction closing price, taking into account premiums, swaps, commissions, if applicable.

Validity Start Date - the date from which the trading platform is available for login, download or other means.

Failure to fulfill obligations - any of the events described in section 22.6.

Exchange (s) - securities exchanges or futures exchanges, clearing houses, self-regulatory organizations, multilateral trading systems or alternative systems for trading financial instruments.

Expiration date - the date and time set by the company for individual instruments in the trading platform, upon the occurrence of which any open transactions with such instruments are automatically closed.

Financial data - any financial and market data, price quotes, news, analytical reviews, research results, charts or any other data and information available through the trading platform.

Financial Institutions - global banks, financial institutions, brokers or other trading organizations.

Force Majeure - an emergency or an exceptional state of the market, including without limitation the circumstances specified in section 16.1.

Position transfer fee or Swap is the premium amount, defined as a fixed percentage of the position value and depending on a large number of factors, including but not limited to: type of transaction (for purchase or sale), interest rates, distinguishing features of the instrument, price fluctuations during the day and other economic and market factors.

Initial margin - the minimum amount of money on the trading account necessary to open a transaction and set in the trading platform for each individual instrument.

Instrument - any securities, stocks, goods, bonds, precious metals, stock exchange rates, indices or other financial instruments that may be subject to CFD and are available on the trading platform.

Intellectual Property Rights - patents, trademarks, service marks, logos, formats, trade names, Internet domain names, design rights, copyright (including software rights), database rights, semiconductor topography rights , business models, rights to new technologies and other intellectual property rights, registered or unregistered, including registration applications, and any other equivalent, similar rights or forms of protection applied by e whatsoever.

Limit application - the definition is given in section 10.5.

Minimum margin level - the minimum amount of money on the trading account necessary to maintain the transaction in an open state, set in the trading platform.

Obvious error - any sufficiently obvious and / or obvious error, including without limitation orders to execute transactions with overestimated amounts, or obviously incorrect market quotes, or prices with a clear loss.

Margin is a combination of the initial margin and the minimum margin level.

Requirement for making additional funds - a companys requirement for a client to increase the amount of funds in a trading account in order to bring the account in line with margin requirements, including without limitation the requirement specified in section 14.2.

Market order - the definition is given in section 10.5.

Normal market size - the maximum number of instrument units processed under normal conditions during exchange trading, taking into account, if necessary, the normal market size established by the exchange, or any other equivalent, similar level established by the exchange at which the instrument is traded .

Application - an application for closing with a loss or closing with a profit.

Pip is one hundredth of a percentage point.

Position - the current position on the trading account in relation to any CDF.

Premium or Profit / Loss - the amount credited or debited from the trading account, respectively, calculated in accordance with the rate on the trading platform for any transaction open at the end of the international trading day (in the generally accepted meaning of this term) or during the weekend while exchanges are closed.

"Privacy Policy" - a privacy policy published on the website of our company.

Registration data - personal and financial information that you must provide for downloading and working with the trading platform, including registration data for your account. Such information may include a copy of your passport, drivers license and / or photo identification card.

Sale - a transaction containing an offer to sell a certain number of units of a certain instrument, also referred to as short sale or short position.

Software (Software) or Trading platform software - software provided by our company to customers for download and necessary for working with a trading platform.

Third-party software - software provided by third parties and built into the trading platform or used in the process of its operation.

Trading Account - an electronic account for performing trading operations in the trading platform.

Trading hours - a time period for conducting tenders, established in the trading platform for individual instruments.

Trading Platform - electronic trading platform (including any other programs, tools, services and updates).

Tracking stop - an application for fixing the loss placed as a percentage below the market price for a long position or above the market price for a short position. The application for fixing the loss will be executed as soon as the market price in relation to the price of the application changes by the specified percentage.

Transaction - opening or closing an application on behalf of a client or company for the purchase or sale of CFDs on any instrument in the trading platform, in accordance with the terms of the client agreement.

"OSK" is a common cryptocurrency reserve system.

Site - the global site or its local version.

1. LIMITATIONS OF USE [a]

1.1. The trading platform is not intended for distribution or use by anyone:

1.1.1. under the age of 18 years, recognized legally incompetent, as well as having mental illness;

1.1.2. living in a country where the distribution or use of this software is contrary to local law. Also, the trading platform and any other services provided by us are not provided to persons residing in countries in which the implementation of trading activities with CFDs or other similar activities is contrary to local law. Clarification of the possibility of using the trading platform and its compliance with the requirements of the local laws of which you are the subject is your responsibility;

1.1.3. US residents. Using the trading platform is prohibited everywhere in the United States;

1.1.4. who are employees, directors, partners, agents, persons affiliated with the company, their relatives or persons otherwise related to the company.

1.2. Taking into account all of the above, we reserve the right, on reasonable grounds, to suspend and / or refuse access to or use of the trading platform to any person.

2. GETTING ACCESS AND USE OF A TRADING PLATFORM

2.1. You must immediately inform us of any incidents or potential violations of the customer agreement.

2.2. In accordance with the terms of this user agreement, we grant you a license to install and use the trading platform software exclusively for your personal use and benefit in accordance with the terms of the client agreement. In the event of termination of the client agreement for any reason, the license is canceled, and after that the trading platform software should not be used.

2.3. If any third-party software is part of the trading platform, then this software is also subject to the terms of this user agreement. You must fully comply with the terms of the license for third-party software that is provided along with the trading platform. Please note that we do not provide technical or informational support regarding the supplied third-party software.

2.4. We reserve all rights to the trading platform if the specified rights were not transferred to you explicitly in accordance with the terms of this user agreement. All rights to the trading platform are granted to you under a license and are not transferred to ownership. All rights to the trading platform software remain the property of the company. With the exception of the license granted to you explicitly in accordance with this section, no other intellectual property rights of the trading platform or any part thereof may be transferred or granted.

2.5. Ensuring the availability and proper operation of the appropriate computer equipment, system software, backup tools, anti-virus protection / security tools and any other software to prevent harm and / or unauthorized access to the trading platform is your responsibility.

2.6. If you encounter any problems related to the operation of the trading platform, as well as any suggestions for making improvements, changes and improvements to the trading platform, please let us know in writing in accordance with section 23. We reserve the right, but no obligation to make changes to the trading platform based on the offers you make. Any improvements, changes and improvements made to the trading platform based on your offers are the undisputed property of the company.

2.7. We do our best to ensure that our trading platform properly meets the requirements of functionality and security.

2.8. We reserve the right, but not the obligation, on the basis of reasonable grounds, to supplement, modify or remove the functionality of the trading platform in accordance with this user agreement. In the event of such a case, we will make all reasonable efforts, if necessary, to replace the affected functionality of the trading platform using its other capabilities. You agree to accept such improvements as part of this user agreement.

2.9. We do not provide any express or implied warranties with respect to:

2.9.1. providing continuous access to the trading platform at any time during the entire period of its use (access to the trading platform may be limited, for example, during regular maintenance procedures, restoration work, configuration or installation of updates);

2.9.2. work, quality and functionality of the trading platform;

2.9.3. lack of software errors or shortcomings in the trading platform;

2.10. You are solely responsible for:

2.10.2. use of the trading platform only for the period specified in the license conditions in accordance with section 2.2;

2.10.2. use of the trading platform only for the purposes for which it was provided to you in accordance with this client agreement;

2.10.3. all transactions made in the trading platform from your account and for using the trading platform (including the use of registration data of your account);

2.10.4. blocking access to the trading platform if your access terminal is unattended to prevent unauthorized access to your trading account.

2.11. You undertake not to intentionally, through negligence, negligence or for other reasons:

2.11.1. use the trading platform for illegal purposes;

2.11.2. interfere with or disrupt the normal operation of the trading platform software, its equipment, systems or network, including (but not limited to) transferring files that intentionally or inadvertently contain malicious content and that can affect the trading platform in any way;

2.11.3. get unauthorized access to the trading platform, computer (s) system of any other user, or to any part of the trading platform for which you do not have access rights;

2.11.4. take any actions that will lead or may lead to a halt or deterioration of the trading platform in terms of services provided to other users;

2.11.5. transmit any false, illegal, threatening, libelous, dangerous, malicious, rude, obscene, provoking cruelty, hatred, racism, aggression or other offensive material of any kind or nature;

2.11.6. conduct any commercial activity in the trading platform;

2.11.7. download or download files containing software or other intellectual property, unless you own the rights to them or have received all necessary permissions;

2.11.8. distort the origin or source of any content or other materials.

3. ACCOUNT REGISTRATION DATA

3.1. When you try to access the trading platform for the first time, you will be asked to enter the registration information for your account. Registration data is confidential and should be used exclusively by you.

3.2. You:

3.2.1. You are responsible for ensuring the confidentiality of your registration data and preventing the possibility of their use by any other person;

3.2.2. You must immediately notify us if you become aware that the confidentiality of your registration data was in any way violated, or that any third party could gain access to the trading platform.

3.3. The company undertakes to protect the client from losses in case the trading platform was attacked by hackers, or unauthorized use of registration data of the user account was detected (if there is an insurance policy). In the same way, the client is obligated to protect the company from losses in the event that its account was hacked or unauthorized use of the registration data of the account was revealed due to negligence of the user.

3.4. If, in our opinion, there is a high probability of a threat to the security of using the trading platform, we may ask you to change your registration data or suspend your access to the trading platform. We reserve the right to change or recreate the registration data of your account or ask you to change them yourself by sending a notification.

3.5. Ensuring control of access to account registration data, preventing the possibility of gaining access to the trading platform by a person under the age of 18 years or another person by using the registration data of your account due to your negligence or for any other reason is your responsibility. You agree to immediately notify us in writing in accordance with Section 23 if you become aware of any case of loss, theft or use of the registration data of your account by any other person or organization.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. You acknowledge that all intellectual property rights of the trading platform belong to us or licensees.

4.2. You agree to:

4.2.1. do not copy, record, translate or modify the trading platform or any part thereof;

4.2.2. Do not decompile, disassemble or otherwise attempt to obtain the source code of the trading platform, in whole or in part, except as expressly permitted by law;

4.2.3. Do not damage the company in any way or violate any of our intellectual property rights. You agree to make every effort to protect our intellectual property from third parties.

4.3. The trading platform, all its copies, as well as any derivatives thereof (whoever they were created), related intangible assets and any intellectual property rights of the trading platform are and remain solely our property or the property of the licensees. With the exception of the license granted in accordance with Section 2.2, no other licenses, rights or interests in respect of intangible assets or intellectual property rights to the trading platform, any part or its derivatives can be transferred or granted.

4.4. Unless otherwise expressly permitted by this user agreement, you must not:

4.4.1. transfer, distribute, or jointly with someone use the trading platform or any rights to it in accordance with this client agreement;

4.4.2. isolate or use any part of the trading platform on any hardware and software;

4.4.3. copy (with the exception of one copy for backup purposes) the trading platform or any parts thereof;

4.4.4. copy, delete or destroy any banners, logos or signs contained in the trading platform;

4.4.5. allow the use of the trading platform by unauthorized persons;

4.4.6. try by any means to restore or detect the program code, algorithms underlying the trading platform, or computer programs of the trading platform;

4.4.7. allow the use of a trading platform in order to benefit in favor of third parties;

4.4.8. apply workarounds for any technical limitations of the trading platform or use any tools to gain access to the blocked features and functionality of the trading platform;

4.4.9. use similar processes and functions to create competing capabilities or functionality of the trading platform;

4.4.10. use the trading platform or any financial data to conduct any fraudulent or illegal activity, including, without limitation, impersonating another person for the purpose of fraud.

5. REGISTRATION DATA

5.1. To start using the trading platform, you need to register by providing us with registration data.

5.2. You confirm your agreement and undertake:

5.2.1. inform us of any changes in your personal and financial information and / or your financial conditions by e-mail;

5.2.2. provide reliable, accurate, current, complete registration data necessary for the registration process;

5.2.3. timely update registration data, maintain their relevance and completeness by sending notifications of any changes by e-mail;

5.2.4. We can carry out credit and other checks (including, but not limited to, identity verification, fraud prevention, verification of your current and past investment activities), if we deem it necessary. Your registration data and other information can be used in the process of combating money laundering, as well as to manage your account. You agree to our use of your registration data and other information to conduct the above checks in the processing of your application. Our company or our agents acting on our behalf can transfer your registration data to a higher group of companies, financial and other organizations (including law enforcement agencies). We are committed to using your data in accordance with our privacy policy,

For more information, please refer to the anti-money laundering policy posted on our website.

5.2.5. In the event that we become aware of any illegal activities carried out by you, or of the inaccuracy of your registration data, we may suspend your account. With the occurrence of such an event with a high degree of probability, we will not be able to follow your further instructions and withdraw funds from your account legally. We reserve the right to cancel your transactions if you violate the rules for combating money laundering.

5.3. Each time you conclude a deal with the company, you confirm your agreement with the following provisions:

5.3.1. all the information you provide (registration data and other information) is reliable and accurate in all material aspects;

5.3.2. You agree to the customer agreement;

5.3.3. the client agreement is completely understandable to you, including the user agreement, notification of disclosed risks, the policy on the execution of applications, the anti-money laundering policy, the privacy policy and the conflict of interest policy;

5.3.4. You have reached the age of 18 years or older;

5.3.5. You or your authorized representative make all transactions on your behalf, acting in transactions as a principal;

5.3.6. You are duly authorized to enter into transactions.

5.4. The basis of our cooperation with you at any time is the provision by us of services exclusively for the execution of applications. Please note that we do not provide any advice regarding your acceptance of the terms of this customer agreement. We also do not provide tax advice. If you are not sure of your compliance with the conditions and requirements of this customer agreement, the final decision in such cases is your responsibility.

6. ASSESSMENT OF CONFORMITY

6.1. The registration data provided by you partially allows us to evaluate how the trading platform is suitable for you.

6.2. We rely on the information you provide if we do not become aware that this information is clearly outdated, inaccurate or incomplete. We are not responsible for the information you provide and we can evaluate your knowledge, experience and their compliance with the requirements of the trading platform based on the data that you provided to us.

6.3. If we conclude that the trading platform does not match your experience and / or knowledge of CFDs, you will be notified about this and opening a trading account will be impossible.

6.4. If you decide not to provide the information we need to assess whether your knowledge and experience meets the requirements of the trading platform, or if the information you provide is insufficient, we may not be able to determine whether the trading platform matches your experience and / or knowledge of CFD and therefore, your application for opening a trading account may be rejected.

7. PRIVACY

In accordance with Section 8 and the confidentiality policy, the company's obligations regarding the confidentiality of client data do not apply to information whose disclosure requirements are determined by law or by a court of the relevant jurisdiction, as well as information that is legally requested by any state or regulatory body (in part, not prohibited by law, court order, government or regulatory authority) provided that you promptly and in advance notify ie we have about the disclosed information and contact us for advice regarding the timing and content of disclosures.

8. PRIVACY POLICY

The personal data we receive will be used in accordance with the privacy policy, which is part of the client agreement and available on our website. By concluding this client agreement, you provide us with personal data in terms of the 1998 Law on Data Protection and the 2011 Regulation on the Protection of Personal Data and Electronic Communications (EC Directive) (as amended), which amended the Regulation on Protection personal data and electronic communications "2003. You agree to the processing of personal data in order to fulfill our obligations under this client agreement and to regulate our relationships. You also confirm your consent to the transfer of your personal data to third parties for the above purposes.

9. CONSENT TO ELECTRONIC TRANSFER OF CONFIRMATION AND ACCOUNT STATEMENTS

You confirm your consent to receive information about your trading account and transaction confirmations via the Internet, instead of receiving the specified information by regular or e-mail. Account status information is available to your account on the trading platform. All operations performed by you through a trading account are displayed on the trading platform. You can also create daily, monthly and annual reports on account transactions, as well as reports on each completed transaction. Transactions performed on the account are displayed on the trading platform in the account information no later than 24 hours from the date of their execution. The reflection of transactions in the trading platform in the information on the account is a confirmation of their completion and statement of account. At any time, account information includes, but is not limited to, confirmation of transactions with ticket numbers, buying and selling rates, margin, amount of cash available for trading, profit and loss statements, as well as current open positions and pending applications for opening a position. You can withdraw your consent to the terms of this section at any time by closing your trading account in accordance with this user agreement.

10. OPENING AND COMPLETION OF TRANSACTION

10.1. In accordance with section 18, you should be able to complete a transaction in the trading platform for the selected instruments in various world markets. You acknowledge and agree that we, at our sole discretion, may add, remove or suspend the possibility of working in a trading platform with any instrument in any market in the event of a significant event with securities (for example, as a result of acquisitions, consolidation / split of shares , mergers, divisions, MBOs (Eng. Management Buy-Out); nationalization, de-listing, etc.), or in the absence of open client positions for the affected instruments at a given time.

10.2. You agree that we can hedge any transactions with third parties or compensate them in another way in order to cover our obligations or risks associated with your transactions.

10.3. To open a transaction in a trading platform, you need to open a purchase or sale at a price valid in the trading platform at the time of the transaction. To close a transaction, you must make an offer to sell (in the case of a purchase transaction) or buy (in the case of a sale transaction) the instrument indicated at the opening of this transaction at the price valid in the trading platform at the time of closing the transaction. Transactions or open positions cannot be transferred to other CFD providers or other trading platforms. The full text of the application execution policy, which is part of the client agreement, is available on our website.

10.4. The trading platform provides buy and sell quotes for each instrument traded. Transactions can only be completed during the trading hours set for each instrument. You confirm your agreement that when you open a purchase or close a sale, you can perform these operations only at the price set by the trading platform for purchasing this instrument. You also agree that when you open a sale or close a purchase, you can perform these operations only at the price set by the trading platform for the sale of this instrument.

10.5. You can make an offer to open a transaction in the trading platform at the best possible price at the moment (market order), if you do not specify any price of the offer to open (limit order). For a market order, the price at which the transaction was completed may not always be accurate at the time of filing. You agree that your offer to open a market order may be accepted at a lower or higher price, unlike the price indicated by you in the market order, within a certain range set in the trading platform. When you open a market application, your offer will be accepted at the best possible price in accordance with our application execution policy.

10.6. For a limit order, the transaction closing price may not always be exactly indicated at the time of filing the order. You agree that your offer to open a limit order can be accepted at a lower price in case of purchase or at a higher price in case of sale, unlike the price indicated by you in the limit order in the trading platform. An offer to open a limit order can also be accepted at the price indicated in your offer. Prior to accepting a limit order, you can cancel this order at any time without any further obligations. When opening a limit order, your offer will be accepted at the best possible price in accordance with our application execution policy.

10.7. You agree that your offer to open a transaction, being accepted by us outside of the trading hours, may not be executed if a different market price is set at the time of the opening of trading.

11. LIMITATIONS AND LIMITS

11.1. We can provide you with the opportunity to indicate the closing price of the transaction through applications for closing at a loss and closing at a profit, taking into account the terms of the client agreement and any other established restrictions.

11.2. Based on your offer and the accepted application, you give us the right to close the transaction at the closing price with a loss or at the closing price with a profit in accordance with the application, without any additional instructions or notifications. We can close the transaction if the price set in the trading platform is equal to or higher than the price accepted by us for this application. You confirm your agreement that we are not obligated to close any transaction if you do not comply with the provisions of section 15.13.

11.3. We can provide you with the opportunity to send a request to open or close a transaction, including applications for closing with a loss and closing with a profit, within a specified period of time. If we accept such a request, we can, guided by reasonable grounds, close the transaction within the specified period of time. You confirm your agreement that we do not undertake to close such a transaction outside the specified time period or if this transaction does not meet other requirements established in relation to it.

11.4. We can accept the offer to establish a tracking stop on the closing order at a loss. You agree that the initial price level indicated in the order for closing at a loss can be changed if the market moves in the trading platform in the direction you expect. You also agree that in the process of tracking your closing order at a loss, each market change by at least one hundredth of a percentage point (the so-called pips) in the direction you are expecting will form a new offer to increase the price of the closing order from loss of one hundredth of a percentage point. Changes of one hundredth of a percentage point are rounded to the nearest absolute value in the base currency of your country of origin, as indicated on the trading platform.

11.5. You acknowledge and agree that due to market volatility and other factors outside our control, we cannot guarantee that the application will be executed at the price you specify. The application may be closed at a worse price (next best price) than the price you originally indicated in the application. For an order for closing with a loss in case of closing a purchase, the price of an instrument in such an order may rise above the closing price with a loss by jumping it. In the case of closing the sale, the price of an instrument in such an order may suddenly fall below the closing price at a loss, jumping over it.

11.6. For a closing order with a profit, if the price of the instrument changes in the direction you expect (for example, the price goes down if you buy, or the price goes up if you sell), you confirm that we can skip this price improvement to your advantage.

12. POSITION TRANSFER PAYMENT

12.1. Any open transaction made by you at the end of the trading day of the exchange on which the instrument is traded, or completed on the weekend when the exchange is closed, is automatically transferred to the next business day in order to avoid automatic closing and settlement of the transaction. You confirm that when transferring such transactions to the next business day, the fee for transferring the position (premium or swap) will be credited to or debited from your trading account as a result of such a transaction (transfer or rollover or swap). Information about the premium for each instrument is displayed on the link additional information for each instrument in the trading platform. When making decisions on opening a transaction with a particular instrument, you confirm your agreement with the swap mechanism.

12.2. You consent to the crediting or debiting of swaps from your trading account for any open transactions for which during the daily data processing in the trading platform at a corresponding rate a swap was calculated for each individual instrument (if applicable).

13. END OF TRANSACTION

13.1. For each individual instrument, an expiration date and time can be set.

13.2. If you specify an expiration date for any instrument, the specified date will be displayed in the trading platform for this instrument using the "additional information" link. You confirm your agreement that it is your responsibility to familiarize yourself with the date and time the instrument expires.

13.3. If an open transaction on an instrument for which an expiration date is set is not closed before the specified date is reached, such a transaction will be automatically closed by the expiration date of the instrument. This transaction will be closed at the price of the last quote established in the trading platform immediately before the expiration date and time.

13.4. You acknowledge that trading with some instruments in the trading platform may become volatile or illiquid without prior notice. In such circumstances, the execution of applications may become impossible, including a short period of time before the expiration date.

14. RIGHT TO CLOSE POSITIONS

14.1. If the price quotes on the trading platform change in such a way that the total difference payable on all transactions you open is equal to or exceeds the total minimum margin level for all such transactions, or the balance on your trading account is equal to or less than the total minimum margin level for all open transactions Your transaction, or you received a refund from the issuer of your card or in relation to any other payment method for any reason, you agree that we have the right, on the basis of reasonable grounds Immediately close any or all open your transaction, a loss or a profit and close your trading account in accordance with section 19.3, without any warning.

14.2. Notwithstanding the foregoing, if the price quotes on the trading platform change in the direction opposite to the price of your transaction, we can, without any obligation, send you a request to increase the balance on your trading account within a short period of time to cover the difference and / or ensure compliance with minimum margin requirements to keep the transaction open. If you have not fulfilled the request for depositing additional funds within the indicated time limits, we may, on reasonable grounds, close any or all of the transactions you have opened, at a loss or profit, and close your trading account with the payment of the difference.

14.3. In accordance with section 13, expiration dates can be configured in the trading platform for various instruments. If the trading platform has an expiration date for any instrument, you agree to close any open transactions with this instrument at the price set in the trading platform at the time of closing.

14.4. You acknowledge that trading with some instruments in the trading platform can quickly become volatile without prior notice. Due to the high degree of risk associated with trading volatile instruments, you confirm that we reserve the right to close without prior notice all or any open transaction with volatile instruments, in our opinion, based on reasonable grounds, at a price established in the trading platform at the time of closing.

15. BASIC RULES OF TRADE

15.1. The User acknowledges that each Transaction made on the basis of the Trading Platform, including the placement of the Order, represents, first of all, the offer to complete the Transaction made by the user of the Company (both about opening a new Transaction and closing an existing Transaction) at a certain price indicated on the Trading Platform and the subsequent acceptance by the Company of such an offer. A transaction is considered complete only after the offer has been received and accepted by the Company. The acceptance of the user's offer by the Company is confirmed by notification of the terms of the offer and its completion.

15.2. The Company is not obliged to provide quotes for a Transaction regarding which the user has sent a request through the Trading Platform, to accept, execute or cancel such a Transaction in whole or any part of it, and is also not obliged to explain the reasons for the refusal. The User may request to cancel or amend the conditions of the Transaction at any time before the Company completes the Transaction. The company is entitled (but not required) to accept such a requirement.

15.3. Any Financial data, prices and other information available to users on the Site or on the Trading Platform or provided by the Company in any other form or by other means (Content) are provided as a general comment on the market situation, made in good faith by the Company, and not are recommendations for investing. Further, changes to such Content may be made at any time without notice. Although the Company takes reasonable measures to ensure the accuracy of such information, the Company is not liable for loss or damage, including lost profits, which directly or indirectly may arise from the use or use of such information.

15.4. The User acknowledges that all prices indicated on the Trading Platform reflect the actual prices of transactions of the Normal Market Size and are constantly changing (depending on the liquidity provider).

15.5. The User agrees to comply with restrictions on operations on the Trading Platform, about which the Company periodically notifies the user, including restrictions on the size of Transactions, and other conditions that the Company can apply regarding its quotes.
15.6. The User acknowledges that the Trading Platform does not depend on any Exchange; The Company is not required to indicate a certain price in accordance with the trading rules adopted on a particular Exchange. The User also acknowledges that the User Transactions begin to be executed at the prices indicated on the Trading Platform during the Trading hours, and not at the prices indicated by any relevant Exchange.

15.7. The User acknowledges that each Transaction is executed for a certain number of units, which are the basic tool. The User can make Transactions on the Trading Platform only with the minimum number of units that corresponds to the "Number of Units" installed on the Trading Platform, and with quantities that are multiples of that Number of units, but no more than the maximum amount with which it is allowed to make Transactions on the Trading Platform . The User acknowledges that the Company may set a Number of Units for each Instrument.

15.9. Each Transaction opened by the user, as well as any completed Transaction, is mandatory for the user, despite the fact that, opening the Transaction, the user may exceed the credit or other limit applicable to the user when making transactions with the Company.

10/15. According to Section 15.12, the user may request a quote for opening or closing a Transaction with a specific Instrument at any time during the Trading hours during which trading with such Instrument is conducted. The Company is not obliged, but may provide a quote, accept the user's offer and act in accordance with the user's offer to open or close the Transaction with the Instrument outside of the Trading Hours during which trading with such Instrument is conducted. Transactions can be made only during the working hours of the Exchange, which trades in the Instrument. Trading hours are displayed on the Trading Platform under a link with detailed information for each Instrument. The user is obliged to independently monitor what Tool his actions are associated with.

11/15. Without limiting the validity of the provisions of Section 10.4, if, prior to accepting a users offer to open or close a Transaction, the Company becomes aware of non-compliance with any of the factors set out in Section 15.12 below, the Company reserves the right to immediately reject the user's offer. If, however, the Company has already opened or closed the Transaction before it becomes aware of the discrepancy to any of the factors set forth in Section 15.12, the Company may, acting in accordance with the principle of reasonableness, either consider such a transaction to be initially invalid or close it at the current price . However, the Company may allow the user to open or close the Transaction, in which case the opening or closing of such a Transaction will be mandatory for the user, despite the discrepancy to the factors set forth in Section 15.12.

12/15. The factors referenced in Section 15.10 include the following:

12/15/1. quotation must be obtained through the Trading Platform or in any other way, which the Company periodically notifies the user;

12/15/2. the user's offer to open or close the Transaction should be sent while the quote is still valid;

12/15/3. the quote should not contain an obvious error;

12/15/4. if the user submits a proposal to open a Transaction, the number of units with which the Transaction is opened must be no less than the minimum number of units periodically indicated for the Instrument on the Trading Platform, and no more than the number allowed in accordance with the terms of this User Agreement;

12/15.5. if the user submits an offer to close part of the open Transaction, the part of the Transaction that must be closed, and the part of the Transaction that remains open if the Company accepts the user's offer, should not be less than the minimum number of units indicated on the Trading Platform;

12/15/6. force majeure circumstances described in Section 16.1 did not occur;

12/15/7. in relation to the user who sent the proposal to open or close the Transaction, the fact of non-fulfillment of obligations did not take place;

12/15/8. if the user submits an offer to open a Transaction, as a result of opening a Transaction, the user must not exceed the initial amount of the Minimum Margin, loan or other restriction established for the user's transactions;

12/15/9. according to Section 15.7, the user must send the Company an offer during the Trading hours during which the Instrument is traded, in respect of which the user sends an offer to open or close the Transaction; and

12/15/10. any other factor that the Company may periodically notify the user based on the principle of reasonableness.

15.13. If, prior to the adoption by the Company of a user's offer to open or close a Transaction, the Companys quote changes in a direction favorable to the user (for example, if the price decreases in the case of a Purchase or rises in the case of a Sale), the user acknowledges that the Company may (but is not obligated) provide the user with the opportunity to use such an advantage. As a result, the level of quotation at which the user sent an offer to open or close the Transaction, after the acceptance of the offer by the Company, changes towards a more favorable price. The User acknowledges that the above change in the quotation level provided for in this Section is made in full in his interests; the user also acknowledges that after the acceptance of the offer by the Company, any offer, the change of which is carried out in accordance with this Section is a binding agreement between the user and the Company. Detailed information is provided in the Application Execution Policy.

15.14. It is strictly forbidden to use any automated data entry system on the Trading Platform. All Transactions must be completed manually by the user. Any Transaction made using an automated data entry system is invalid. In case of violation of the provisions of this Section 15.14, the Company may immediately close all or part of any user accounts opened for it with the Company, terminate the Client Agreement without notice and refuse to make further Transactions for the user. Moreover, all funds on the user's Trading account will be blocked in this case; The Company is entitled to receive from the Users Trading Account any amounts necessary to compensate for loss, damage or expenses, incurred by the Company as a result of a violation of the provisions of this Section. The balance on the Users Trading Account is returned to the user in accordance with Section 22.8.

15.15. If the Company has several Trading Accounts of a user, actions with each Trading Account are performed separately. Consequently, the credited funds available on one Account (including amounts credited as Margin) are not used to repay the user's obligations related to any other Account.

The User is obliged to independently monitor the availability of the required Margin level in each individual Account.

15.16. Payments - dividends. In relation to any dividends or payments due in connection with a certain Instrument, the Company can make and calculate adjustments to the amounts available on the Users Trading Account. If the user has opened a long Position, the Company adjusts the state of the Users Trading Account to the benefit of the user by multiplying the dividends by the number of instruments for the long position, which, if necessary, is adjusted for tax purposes. If the user opens a short Position, the Company adjusts the state of the Users Trading Account to the benefit of the Company by multiplying the dividends by the number of instruments for the short position, which, if necessary, is adjusted for tax purposes.

15.17. Payments - mergers and reorganizations (including events such as consolidation / splitting of shares, mergers, acquisitions, separation of companies, redemption of a controlling stake in the corporation by its staff, exclusion of shares from the quotation list, etc.). Depending on the circumstances of each event, the Company adheres to the policy of closing any Positions opened by the client at the market price at the time immediately preceding the moment the event occurred. If as a result of such an event (merger or reorganization) there is a need to make an adjustment for any instrument, the Company determines the appropriate adjustment of the price of the contract or the amount indicated in the contract, which it considers appropriate taking into account the effect of fragmentation or consolidation, resulting from such an action. Such adjustments represent the economic equivalent of the rights and obligations of the Company and the user at the time immediately preceding the relevant action.

15.18. Insolvency. If the company whose Instruments constitute the subject of the CFD contract becomes insolvent or is otherwise liquidated, the Company closes the User Transactions opened in relation to the CFD contract for such Instrument. Closing occurs on the date the company is declared insolvent.

15.19. You can deposit and withdraw funds after activating an account and generating sales.

15.20. The trading platform without fail provides services trading account insurance. Insurance Connection Policy Details provided by customer support

16. CURRENT FORCES

16.1. The Company may, at its discretion, establish the fact of the presence of Force Majeure circumstances. In particular, the following events are related to Force Majeure events:

16.1.1. any action, event or circumstance (including, inter alia, a strike, uprising or public unrest, terrorist act, war, industrial conflict, laws and regulations of state or supranational authorities and institutions) which, in the opinion of the Company, does not allow the Company to conduct activities in relation to one or several contracts for difference (CFD), on which transactions are made on the Trading Platform;

16.1.2. suspension of activity or closure of the Exchange, or nationalization or confiscation by the state, cancellation or termination of any Instrument with which the quotes of the Company are connected or based on, or the introduction of restrictions or special or atypical terms of trade in relation to such a market or event;

16.1.3. excessive fluctuation of exchange rates in relation to any Transaction and / or on any Exchange, or reasonable forecasting by the Company of such fluctuation;

16.1.4. failure or malfunctioning of data transmission means, communication means, computer equipment, power outages, or failure of electronic equipment or means of communication; or

16.1.5. failure to fulfill obligations by any relevant supplier, broker - intermediary of the Financial Institute, agent or principal of the Company, depository, subdepository, dealer, Exchange, clearing house, regulated or self-regulatory organization for any reason.

16.2. If the Company establishes the fact of the presence of Force Majeure circumstances, the Company may at any time without notice reasonably take the following measures (individually or in combination with each other):

16.2.1. Modify user margin requirements as a result, the user may be required to provide additional Margin;

16.2.2. close all Transactions or part of Transactions opened by the user at closing prices that the Company reasonably considers appropriate;

16.2.3. suspend or amend the Client Agreement in whole or in part to the extent that, due to force majeure circumstances, the Company encounters the impossibility or inappropriateness to comply with the provisions of such an Agreement; or

16.2.4. Change Trading hours for a specific Transaction.

16.2.5. Recognize all Transactions open in respect of Instruments that are subject to Force Majeure.

16.3. The User agrees that the Company is in no way liable to the user or to another person in the event of force majeure, as well as for actions performed by the Company in accordance with Section 16.2, if it decides to perform such actions. The Parties shall be exempted from liability for partial, full or improper fulfillment of obligations under this Agreement, if such partial, full or improper fulfillment was the result of force majeure circumstances that occurred after the conclusion of the Client Agreement.

17. CLIENT'S MONEY

17.1. The user hereby acknowledges that all monetary and foreign currency funds owned by the user ("Customer Money"),

17.1.1. are on a special client cash account of the Company;

17.1.2. client`s money are separated from Company assets;

and at the same time, the right to set off mutual claims for all obligations of the user to the Company applies to such funds, regardless of the number of accounts opened by the user in the Company. Customer money is separated from the assets of the Company.

17.2. The user agrees that the Company may place the user's funds in a special Client money account not in the user's base currency. The amount of such Client Money will be at least equal to the amount in the user's base currency.

17.3. The User acknowledges that the Company may reasonably, without notifying the user, use and / or transfer all or part of the user's money or currency from one user account to another user account in order to ensure the fulfillment of future, actual or conditional obligations of the user.

17.4. With respect to Client's money, no interest is accrued or paid.

18. MARGIN REQUIREMENTS AND Credits

18.1. In order to be able to open a Transaction with any Instrument, the user must provide the Initial Margin on the Users Trading Account. In order to maintain an open Transaction, the user must ensure that the amount available on the Trading Account exceeds the Minimum Margin. The User acknowledges that for each Instrument a separate Margin is established, which may be periodically changed by the company. Funds can be transferred to the Users Trading Account by bank transfer or by other means to a bank account or other details that the Company periodically provides to the user. Depending on the amount of funds available on the Users Trading Account, the Company reserves the right to limit the amount and total number of open Transactions,

18.2. Unless otherwise agreed by the parties, funds shall be credited for Margin and other funds credited in the base currency taking into account the country of origin of the user specified in his address and in the data specified for the Trading Platform. The user agrees not to send the conversion request to the Company, and the Company does not convert the funds in the users account or paid to the user on his Trading account from one currency to another.

18.3. The User confirms that he is aware that the Company may require an increase in the amount available on the Users Trading Account in accordance with the Request for Additional Funds. The requirement to make additional funds depends on a number of factors, including, but not limited to, the general position of the client in the Company, the size of the account, the number of open Transactions, the volume and history of trading operations, and the market situation. Requirements for making additional obligations received from the Company earlier do not exclude further requirements for increasing the size of the Margin without notice. The User is obliged to independently monitor whether he has enough funds on the Trading Account taking into account the amount of Margin that must be paid in accordance with the requirements of this User Agreement and the amount of additional Margin that may be required.

18.4. The User is obliged to immediately fulfill the Requirements for making additional funds by electronic transfer to the Users Trading Account within the time limits established by the Company. If at some point, once or repeatedly, the Company does not exercise or does not exercise its right to insist not immediately transfer the funds in accordance with the provisions of this paragraph, such non-fulfillment is not considered as a refusal to ban or from exercising such a right. Failure to fulfill at any point in time the Requirements for making an additional Margin or failing to make a Payment constituting an additional Margin within a specified time may lead to the closure (paragraph 14) of all open User Positions without further notice to the user.

19. PAYMENTS AND ACCOUNT OF ACCOUNTS REQUIRED

19.1. After the completion of the Transaction, taking into account the applicable adjustments in the interests of the parties in accordance with the provisions of this User Agreement:

19.1.1. The User is obliged to make the Difference if the Transaction is carried out:

(i) Sales and the closing price of the Transaction is higher than the opening price of the Transaction; or

(i) Purchases and the closing price of a Transaction is lower than the opening price of a Transaction.

19.2. Taking into account the amounts that the user is obligated to pay under this User Agreement, and the amount of the Minimum Margin that must be on the Trading Account in accordance with the terms of this User Agreement for conducting open Transactions, all funds on the Users Trading Account are transferred to the user upon his request . In the absence of such a user requirement, the Company is not obliged, but may transfer such funds to it. The company determines the method of transferring funds at its sole discretion. The Company may need to transfer funds to the user in an account that is framed in the name of the user and from which the user originally transferred the funds to the Company; Before making a payment, the Company may require the user to provide evidence, that such an account is issued in the name of the user and belongs to the user. If the user transferred funds from a credit card, the Company may transfer the funds back to the credit card that was used for payment.

19.3. The User is obliged to independently pay all taxes, duties and fees in relation to any Transaction made on the Trading Platform. The user is obliged to independently calculate the amount and pay all taxes levied on the user in his country of residence or otherwise arising in connection with his trading operations on the Trading Platform.

19.4. Notwithstanding the above provisions, in accordance with the requirements of the law, the Company requires a contribution at the source of payment from the payments due to the user of such amounts, which should be deducted at the request of the tax authorities in accordance with applicable law.

19.5. The user may also incur other costs, including taxes, USC, a private key related to Transactions made on the Trading Platform, which are paid through the Company; the user bears such costs independently. The user does not have the right to make a complaint to the Company regarding such fees. Further, the user also acknowledges that such levies do not affect the Company's right to send claims for additional funds under this User Agreement.

19.6. It is hereby explained that, according to the terms of this Customer Agreement, the Difference is the only payment due to the user or made by him in connection with the use of the Trading Platform. Notwithstanding the foregoing provisions, the Company reserves the right to charge a commission for the absence of operations on the basis of prior notice (For more information, see Section 20).

19.7. The company reserves the right to demand reimbursement from the user in case of a refund from a credit card issuer or in the case of a refund made in another way, for any reason. A company may receive such a refund by collecting funds from the user's Trading Account, withholding funds from future payments due to the user, collecting funds from the user's credit card or receiving refunds from the user by any other legal means.

19.8. If the users country of residence has laws or regulations that restrict the use of currency or require the user to submit reports on receipts and payments in that currency to supervisory or law enforcement authorities, the user agrees to fulfill the obligation to submit reports or obtain the necessary permissions or approvals arising as a result of his use of the Trading Platform and the execution of the relevant Transactions.

19.9. Due to the fact that the company does not charge a fee for opening an account and its contents when opening an account, the client has the right to withdraw funds only after 20 banking days.

19.9.1. Rules for withdrawing funds from the platform:

1. The client receives individual rules for withdrawing funds from an accompanying company or brokerage platform; 2. When withdrawing, the client must identify the relevant documents from the accompanying company and, in certain cases, referring to Clause 16 of the insurance policy connection;

20. COMMISSION FOR NO OPERATIONS

A user may be charged a fee for the continuous provision of intermediary and transaction services to a user on the Limited platform, regardless of the actual use of such services by the user. If the user does not make Transactions from his account for at least three months, a fee will be charged from such an account for the provision and continuous availability of the user's account, along with the costs of complying with relevant legislative and regulatory requirements. The User agrees to pay any commission charged, the need for payment of which he periodically receives notifications, and acknowledges that the Company can deduct the amount of such Commissions from the funds available to the Company on behalf of the user.

21. RELATIONS WITH THIRD PARTIES

The user acknowledges that a mediation commission may be paid to third parties. Details of such arrangements are not disclosed in the relevant confirmation. Payments or commissions to affiliates and other third parties can only be transferred if the Company is confident that such payments do not adversely affect the Company's commitment to act in the interests of the Company's client.

22. DURATION, TERMINATION AND TERMINATION OF THE AGREEMENT

22.1. The User has the right to terminate the Client Agreement at any time by sending the Company a written notice in accordance with Section 23 of this User Agreement. In case of termination by the Client of this Client Agreement, all open Positions should be closed by the user as soon as possible, but in any case no later than within 21 days from the date of notification. After receiving a notification from the user, the Company no longer accepts Applications for opening new Positions or increasing existing Positions. The Company closes the users account only if the user does not owe money to the Company; at the same time, the user is obliged to immediately pay off any losses incurred in the user's account before its closure.

22.2. If the user withdraws money from his account and ceases to carry out trading operations without closing the account, the user account remains inactive until the user deposits funds to it.

22.3. The Company immediately terminates the Client Agreement on the basis of a written notice if:

22.3.1. the user violates any guarantee provided by the Client agreement or other agreement between the parties, or it turns out that at the time of the guarantee there was a significant distortion or provision of incorrect information;

22.3.2. the user commits a material violation of any condition of the Client Agreement (including the terms of any Transaction); or

22.3.3. as a result of any Transaction or combination of Transactions or realized or not realized loss for any Transaction or combination of Transactions opened by the user, the user exceeds the credit or other limit established for the user's transactions.

22.4. The Company has the right to immediately terminate the Client Agreement by sending a written notification to the user, both if there are reasons for this and without them.

22.5. The User unconditionally acknowledges that the Company has the right to immediately close or suspend operations on the user's account without notice in the following cases:

22.5.1. The user has committed a significant violation of the terms of the Client Agreement;

22.5.2. The user misled the Company on a material issue;

22.5.3. The user did not provide the information necessary for the verification process performed by the Company.

The Company shall recover from the user any material damage caused to the Company by the user in connection with a material violation of the Client Agreement.

If the termination of the Customer Agreement occurs due to the fact of default, the Company may close or cancel any open User Positions without notice in accordance with the current quote valid on the Trading Platform, or if the market is closed for some reason, in accordance with the following Affordable quotation reasonably established by the Company at the opening of the market.

22.6. Based on a reasonable assessment by the Company of the financial situation of the user, if the user has not complied with the Requirement for additional funds or has exceeded the credit limit established for the Users Trading Account, the Company may allow the user to continue operations on the Trading Platform or allow not to close open Positions. The User acknowledges that if the Company allows the user to continue operations on the Trading Platform or not to close open Positions, this may lead to an increase in the user's losses.

22.7. In the event of termination or termination of this User Agreement, the Company in accordance with Section 22.9 promptly, but in any case within five (5) business days, returns to the user the net balance of funds from the Users Trading Account. The Company transfers to the user the funds of the net balance from the Users Trading Account (i) in accordance with the instructions of the user or (ii) by transferring such funds directly to the user's bank account indicated by him to the Company. In the absence of user instructions, the Company sends such funds (at its discretion) (i) directly to the user's bank account specified by it to the Company, or (ii) by sending a check by mail to the address recorded in the User Registration Data.

22.8. The amount transferred to the user in accordance with Section 22.7 represents the net balance on the Users Trading Account minus (i) all amounts due by the user to the Company under the Client Agreement; and (ii) all taxes and other amounts that the Company must withhold from the transfer in accordance with applicable law.

22.9. The rights provided for in this Section 22 are granted additionally, without limiting or excluding other rights that may be granted to the party that did not commit a violation (by agreement, by law or for other reasons).

10/22. After the expiration, termination or termination of the Client Agreement, the user immediately ceases to use the Trading Platform and loses access to it (in any format), and also promptly returns all materials of the Company at its own risk and expense.

11/22. Termination of the Customer Agreement for any reason occurs:

11/22/1. without prejudice to any rights and obligations of any party that arose prior to such expiration or termination (or arise subsequently with respect to the period prior to such expiration or termination); and

11/22/2. do not affect the provisions of the Client Agreement, which, expressly or impliedly, should enter into force or continue to operate after such termination.

12/22. Without prejudice to the general significance of the provisions of Section 22.11, the provisions of Section 22 shall remain in force after the expiration, termination or termination of the Customer Agreement for any reason for a period of 2 years, or, in relation to certain information relating to confidential information, to an earlier point the time when such information becomes well-known not as a result of violation by the user of this condition.

23. NOTICES

23.1.1. All notifications sent to the user from the site are sent by e-mail from the address by post to the address indicated by the user during registration.

If the notice is delivered in person, it shall be deemed received upon delivery; in the case of transmission using electronic means of communication in accordance with this paragraph, the notification shall be deemed received on the next business day after its transmission (the sender must prove the fact of delivery); if the notice is sent by express courier according to this paragraph, it shall be deemed delivered upon receipt; if the notification is sent by registered mail in accordance with this paragraph, it shall be deemed delivered on the delivery date indicated on the receipt of receipt issued by the relevant postal service or, if the addressee cannot or refuses to receive such a notification, on the date of such refusal or non-receipt. According to the Client Agreement, any party may change the address indicated in the Client Agreement,

24. AUTHORITY FOR TRADING OPERATIONS - USER BEHAVIOR

24.1. No provisions of this Agreement shall be considered as provisions limiting or excluding the obligations or obligations of the Company to the user in accordance with the Act; notwithstanding the other provisions of this Agreement, the Company has the right to take any measures that it considers necessary to ensure compliance with relevant legislation and regulations. In the event of a conflict between the provisions of this Agreement and the relevant legislation and regulations, the relevant legislation and regulations shall prevail.

24.1.1. Whenever a user makes trading operations, he undertakes to fulfill the following conditions:

24.1.2. the user is not an employee of any Exchange, a corporation in which the Exchange owns a controlling stake, a company - a member of the Exchange and / or a company registered on any Exchange, or any bank, trust or insurance company that carries out trading operations with CFDs;

24.1.3. the user agrees not to make Transactions that fall under the definition of Market fraud. We remind you that this requirement applies to all forms of market fraud, including unauthorized transactions using confidential information, arbitrage trading, trading based on delays in quotations, misuse of information and the implementation by trade directors of shares of their own companies;

24.1.4. execution, conclusion and execution of the Client Agreement, as well as the use of the Trading Platform by the user, including each Transaction made by the user, do not violate any laws, regulations, charters, provisions and rules that the user must comply with in the jurisdiction of which he is a resident , as well as any agreement binding on the user or affecting the user's assets; and

24.1.5. except in extreme circumstances, the user does not transfer funds to the Trading Account from another bank account not specified in the Registration Data. The fact of extraordinary circumstances is periodically established by the Company.

24.1.6. The User is not the director or officer of the company that issued the relevant Tool.

24.2. The user hereby authorizes the Company to act in accordance with the instructions that the user gives on the Trading Platform.

24.3. The Company has the right, and the user hereby grants it the right to rely on any verbal, electronic or written messages or instructions received from the user through the Trading Platform or from the email address corresponding to the Account Registration Information used when the user first gained access to the trading platform. The user acknowledges that:

24.3.1. by logging on to the Trading Platform website after entering the Account Registration Data, the user authorizes the Company to act in accordance with the instructions and consider that such instructions have the legal force of a written Order given by the user;

24.3.2. the user provides the Company with protection and exemption from liability for all losses, expenses, fees, damages, expenses, claims, claims, claims and financial obligations of any kind that the Company may incur or which the Companies may encounter in connection with the commission or as a result of actions according to such instructions or information received from the user.

24.3.3. the user independently bears the risks arising from all instructions authorized, unauthorized, improper or falsified, even if it becomes known that such instructions were given without the permission of the user. The User indemnifies the Company for all financial obligations that may arise or which are required of the Company as a result of claims or other claims filed against the Company or presented to it in connection with the actions of the Company in accordance with such instructions and information, the delay or refusal of the Company to act in accordance with such instructions and information.

24.4. Without limiting the validity of the above provisions, the Company does not undertake to act in accordance with any instructions if the Company has reason to believe that:

24.4.1. the person who gave such instructions acted in excess of the prescribed authority;

24.4.2. following such instructions will violate any law, rule, regulation or Client Agreement; or

24.4.3. in case the Company accepted the offer to complete the Transaction, due to which later suspicions appeared that such a Transaction falls under Sections 25.4.1 or 25.4.2, the Company may, at its discretion, either close such a Transaction at the price valid at that time on the Trading platform, or consider the Transaction as invalid from the very beginning.

Nothing in this Section is considered an obligation of the Company to ascertain the authority of the person representing the user.

24.5. Any proposal to open or close a Transaction (including Orders) must be made by the user exclusively through the Trading Platform. The Company does not accept written offers to open or close a Transaction, including offers sent by fax, e-mail or SMS.

24.6. If the Company receives an offer to open or close a Transaction not in accordance with the provisions of Section 25.5, the Company, at its sole discretion, may act on the basis of the proposal; however, the Company is not liable for any loss, damage or expense that the user may incur due to any error, delay or inaction of the Company or its refusal to act in connection with such an offer.

24.7. The user must independently ensure that the Company has the current User Registration Data, including its current correct address, phone number and email address for communication with the user. The user is obliged to immediately update the data on the Trading Platform in case of a change of address or contact information, unless the parties have agreed on a different form of communication.

25. BONUSES

Periodically, the Company may offer cash bonuses in the form of promotions. Detailed information on the terms and conditions associated with receiving cash bonuses is presented on the Company's website; such information may change periodically. If the user meets the criteria for participation in the promotion, the user must comply with the restrictions applicable to such bonuses (according to the descriptions presented in this Section). Violation of the established restrictions entails the invalidity or cancellation of bonuses and related income from trading operations, the receipt of which the user can claim.

For all bonuses associated with the user's account, the restrictions apply; after the promotion has expired, the opportunity to use the bonus is lost. Bonuses provided as part of promotions are provided for one account per household.

26. CONTRACTOR DISCLAIMER

26.1. Trading operations carried out by the user on the Trading Platform are not carried out on the Exchange. The Company acts as a counterparty to Transactions made on the Trading Platform, and therefore acts as a buyer if the user submits an offer to Sell the Instrument, and as a seller if the user submits an offer to Buy the Instrument. The Company does not guarantee that the prices offered on the Trading Platform are the best possible prices; A company may offer different prices to different users. Detailed information is provided in the Application Execution Policy.

26.2. Although the Company is a counterparty to each User Transaction, the company can limit its risks by immediately hedging (balancing) the User Transactions through another Transaction that the Company makes with the Financial Institute. The company can provide compensation by increasing the price received from the Financial Institute. The user should know that the Company can make a profit if the price changes in a way that is disadvantageous for the user. In addition, since the Company acts as the buyer or seller of the Transaction, the user must carefully evaluate any trading information received by him from the Company, as well as information received from any financial institution referred to.

27. LIMITATION OF LIABILITY

27.1. According to Section 28.2, the total liability of the Company to the user for any claims arising in connection with the Client Agreement (including, but not limited to, claims resulting from breach of contract, negligence or other tort, by law or for other reasons) is limited to the total amount of funds credited to the Users Trading Account, minus the funds withdrawn from this account.

27.2. The company is not responsible:

27.2.1. for any losses, expenses, expenses or financial obligations (collectively referred to as losses) incurred by the user, unless the user incurred such losses as a result of negligence or intentional default on the part of the Company, and to the extent that losses are caused by the indicated reasons;

27.2.2. for any indirect loss or damage (such as loss of profit, loss of business or other loss), costs, expenses and other claims for compensation of any kind caused by any reason in connection with the Client Agreement; or

27.2.3. for any loss incurred by the user as a result of an error in any Application or instruction that is directed or considered sent by the Authorized Person.

27.3. Nothing in this Section 28 excludes or limits the liability of any party for fraud or intentional misrepresentation committed by such a party (or its officers, agents or employees).

27.4. The User acknowledges that the Trading Platform was not designed to meet the individual requirements of the user, and therefore, the user independently ensures that the capabilities and functions of the Trading Platform meet the individual requirements of the user.

27.5. The User acknowledges that the Trading Platform may contain problems or errors, and agrees that the presence of minor errors is not a violation of the Client Agreement.

27.6. The Client Agreement sets out all the obligations and obligations of the Company to provide the Trading Platform. In particular, there are no express or implied conditions, representations or other provisions that are binding on the Company, with the exception of the conditions, representations and provisions set forth in the Client Agreement.

27.7. The user is obliged to provide the Company with protection and exemption from liability for any financial obligations that the Company may incur directly or indirectly as a result of a violation by the user of obligations under the Client agreement or as a result of the exercise by the Company of the rights stipulated by the provisions of the Client agreement, unless such obligations arose as a result of negligence or intentional default on the part of the Company, and to the extent that they are caused by the indicated reasons. The User provides the Company with protection and exemption from liability for any loss incurred by the Company as a result of an error in any instruction sent to the Company by an Authorized Person, or as a result of the Company's actions in accordance with the instructions, which is directed or deemed directed by the Authorized Person. The user shall promptly pay the Company compensation for all losses, all costs and expenses, including compensation for legal services paid by the Company in connection with the enforcement of any provisions of the Client Agreement and other agreements concluded by the Company with the user. Except where the Company has committed negligence, the Company is not liable and is relieved by the user from liability for all claims and losses arising from: paid by the Company in connection with the enforcement of any provisions of the Client Agreement and other agreements concluded by the Company with the user. Except where the Company has committed negligence, the Company is not liable and is relieved by the user from liability for all claims and losses arising from: paid by the Company in connection with the enforcement of any provisions of the Client Agreement and other agreements concluded by the Company with the user. Except where the Company has committed negligence, the Company is not liable and is relieved by the user from liability for all claims and losses arising from:

27.7.1. delays, non-fulfillment or user errors made in connection with reasonable instructions that the Company provided to the user;

27.7.2. inaccurate or incomplete instructions received from the user;

27.7.3. Application or use by a user or a third party having access to the Users Trading Account or Financial Data, which is provided in the most conscientious manner, but without guarantees, to complete a Transaction on the Trading Platform or for any other purpose:

provided that the Company promptly sends the user a written notice of such a claim and provides the user with the opportunity at their own expense to participate in the defense of such a claim. The User agrees not to enter into a settlement or settlement in such a claim without the prior written consent of the Company.

28. DISCLAIMER

28.1. The company, in particular, does not warrant that

28.1.1. The trading platform meets the individual requirements of the user;

28.1.2. The equipment, Software and communications of the user are compatible with the equipment and Software used by the Company to provide the Trading Platform;

28.1.3. Using the Trading Platform proceeds without failures, is safe and eliminates errors;

28.1.4. The Company is able to prevent disruptions in the operation of the Trading Platform caused by the actions of third parties;

28.1.5. Errors in the operation of the Trading Platform will be fixed; or

28.1.6. The company detects all malfunctions in the operation of the Trading Platform.

28.2. Warning messages are SMS messages or e-mail messages, which, in accordance with the settings made by the user, are sent to the communication device or the user's mail program after the occurrence of a certain event. Warning messages are sent using public communication means, and the user agrees that the Company does not guarantee the compatibility of the user's communication device with the warning messages sent. The company also does not guarantee that the user correctly uses the function of receiving Warning messages. Company does not warrant that the user's device may receive such messages.

28.3. The Company hereby disclaims all liability in connection with the following:

28.3.1. Failure of the user's Internet connection, communications failure or connection delays,

28.3.2. Loss or damage of any data or documentation of the user stored or not stored on the Trading Platform, or the absence of a backup copy of such data and documentation,

28.3.3. security breaches arising in whole or in part in connection with third-party Software or goods or services received on the network, or as a result of actions or events that are not dependent on the will of the Company,

28.3.4. the provision of security services that the Company may voluntarily provide in addition to the scope of services provided for in the Client Agreement; and

28.3.5. use of the Trading Platform is not in strict accordance with the Client Agreement or the technical documentation that the Company provides the user in other ways, including on the Company's Website.

In relation to any Financial Information or other information that the Company or a third-party service provider provides to the user in connection with his use of the Trading Platform:

28.3.6. The Company and such a service provider are not liable for the inaccuracy or incompleteness of such data or information, unless such inaccuracy or incompleteness arises as a result of negligence committed by the Company;

28.3.7. The Company and such a service provider are not responsible for actions that the user performs or does not perform on the basis of such data and information, unless the Company has been negligent;

28.3.8. the user uses such data or information exclusively in accordance with the Client Agreement and for the purposes provided for in it;

28.3.9. such data or information is confidential information of the Company and a third-party service provider, respectively, and the user agrees not to transmit, distribute, publish, display such data or information to third parties in whole or in part, unless such actions are performed at the request of the applicable legislation; and

28.3.10. the user agrees to use such data or information solely in accordance with applicable laws and regulations.

29. DOCUMENTATION

The documentation of the Company, with the exception of cases when it is proved to be erroneous, is a confirmation of the operations that the user carries out in connection with the Trading Platform. The user should not rely on the Company to fulfill its documentation obligations, although documentation may be provided to the user upon request and at the discretion of the Company. The User does not object to the provision of Company documentation, which may be required as evidence in any court or supervisory review proceedings.

30. RELATIONS BETWEEN PARTIES

30.1. The User opens the Transaction in the Company as a principal, and not as an agent of any person. This means that, in the absence of a written agreement otherwise, the Company considers the user as its client in all aspects, and the user is directly responsible for fulfilling the obligations for each Transaction carried out by the user. If the user acts in connection with or on behalf of another person, regardless of whether the user has informed the Company about such a person, the Company does not consider such a person as his client, and does not incur obligations to such a person, with the exception of cases where there is a written agreement otherwise.

30.2. The interaction with the user carried out by the Company is reduced solely to the execution of applications in accordance with the Company Policy on the execution of applications, unless otherwise provided by the Company in writing. The Company does not provide recommendations on the merits and expediency of a particular Transaction. Except as otherwise provided in the Client Agreement, the user acknowledges that the Company is not obligated:

30.2.1. monitor the status of the Transaction and give the user recommendations regarding such status;

30.2.2. send Requests for additional funds or inform the user about a violation of Section 18.1; or

30.2.3. close Transactions opened by the user,

despite the fact that the Company has previously taken such actions in relation to such or any other Transaction.

30.3. The User hereby acknowledges and declares that in relation to all operations carried out by the user on the Trading Platform, he relies on his own judgment in matters of opening, closing of Transactions or refusing to open or close them, and that in the absence of fraud or negligence, the Company is not responsible for any losses (including, but not limited to, indirect losses, missed opportunities or lost profits resulting from the non-receipt by the user of the expected profit), expenses, expenses or damage incurred by the user due to inaccuracy or error contained in any information, including Financial data, that was provided to the user in the most conscientious way, but without guarantees, including information related to any Transaction made by the user in the Company. Financial data is provided solely for the information of the user and does not constitute financial or investment advice. Subject to the Company's right to invalidate or close any Transaction in certain circumstances provided for in the Client Agreement, any Transaction opened by the user after the occurrence of such inaccuracy or error, nevertheless, remains in all respects valid and binding on the user and the Company.

30.4. Prior to commencement of trading operations on the Trading Platform, the user confirms that he is aware of all exchange differences, commissions, interest and other contributions that the user is obligated to pay under the Client Agreement. Depending on the circumstances, these contributions affect the net profit received by the user from trading operations (if any) or increase the user's losses.

31. COMPLAINTS

31.1. Any complaint that a user has with regard to the services provided on the website according to the Client Agreement must be made in writing and sent to the Company in accordance with Section 23. The Company has a complaints procedure that allows promptly and fairly to consider all complaints received by the Company. Detailed information on complaints handling is available upon request.

32. ENTIRE AGREEMENT

The client agreement constitutes the entire agreement between the Parties regarding the issues addressed in such an agreement. The Client Agreement supersedes all previous agreements or arrangements between the Company and the user regarding the subject matter of such an agreement.

33. ADDITIONAL SERVICES

The User acknowledges that the Company may provide the Trading Platform to other parties, and agrees that no provisions of this Agreement are considered as provisions that do not allow the Company to provide such services.

34. DISCLAIMER

34.1. Failure to exercise, or a delay in the exercise of any right or remedy provided for by the Client Agreement, by law or by the rules of justice (and / or further execution of the Client Agreement) does not mean a waiver of such a right or remedy, but also a waiver of other rights and remedies. A refusal to recognize a violation of any conditions of the Client Agreement does not constitute a refusal to recognize another violation and does not affect other conditions of the Client Agreement.

34.2. The rights and remedies provided for in the Client Agreement are mutually complementary (unless otherwise provided in the Client Agreement), and do not exclude other rights and remedies granted by law or by the rules of justice.

35. TERMINATION

35.1. The User cannot assign or transfer to a third party his rights or obligations under the Client Agreement, whether by law or for any other reason, permanently or temporarily, without the prior written consent of the Company.

35.2. The User acknowledges that the Company may transfer its rights or obligations under the Client Agreement to the assignee, to which all or a significant part of the assets or business of the Company are transferred, without prior written consent. Subject to the foregoing, the Client Agreement is legally binding and acts in the interests of the parties and their respective successors, and does not imply the provision of any rights or remedies under this Agreement to other individuals or legal entities.

36. THIRD PARTY RIGHTS

Except as expressly provided in the text of this Agreement, a person who is not a party to this Agreement does not have any right to enforce the terms of this Agreement in accordance with the Law on Contracts (Third Party Rights) of 1999.

37. PRIORITY

In the event of a conflict between the provisions of the Customer Agreement, the provisions of this User Agreement shall prevail.

38. SETTLEMENT OF DISPUTES

Disputes and disagreements that may arise during the execution of this Agreement, the Parties shall resolve through negotiations. If the parties fail to resolve disputes through negotiations, after applying pre-trial proceedings to resolve such disputes in accordance with the legislation of the Republic of Vanuatu, the parties refer such disputes to the court of the Republic of Vanuatu.

39. CONFLICT OF INTERESTS

The company provides a Trading Platform for conducting CFD operations and does not carry out any competitive activity, as a result of which there may be a conflict of interests with customers or between them. Under no circumstances can the interests of the client be harmed by the exchange of information or for any other reason. Detailed information is provided in the Company Conflict of Interest Policy, which is part of the Client Agreement and published on the Site.