

# Terms and Conditions of Services Agreement

THESE TERMS AND CONDITIONS MAY BE AMENDED FROM TIME TO TIME BY L.F. INVESTMENT LIMITED.

## 1. General

Purple-Trading.com (hereinafter called Purple Trading) is a domain owned by L.F. Investment Limited (the "**Company**"), a financial services company incorporated according to the laws of the Republic of Cyprus, Registration number 329493, having its registered office at 11, Louki Akrita, CY-4044 Limassol, Cyprus. The Company operates under license number 271/15 issued in Cyprus by Cyprus Securities and Exchange Commission (the "**CySEC**").

The Company provides online and mobile financial services to You (the "**Company's Services**") subject to the following Services Agreement (the "**Agreement**") which should be read carefully by You in its entirety prior to Your use of the Company's Services. Please note that this Agreement constitutes a legally binding agreement between You and the Company. Physical signature of the User Agreement is not required.

In addition to this Agreement, please review the Company's Privacy Policy, Conflict of Interest Policy, Execution Policy, Client Complaints Policy, Client Classification Policy, Investor Compensation Fund Policy as well as other rules and policies relating to the Services, available on the Site, which are duly incorporated herein by reference, together with such other policies of which You may be notified of by the Company from time to time.

Trading foreign exchange on margin carries a high level of risk, and may not be suitable for all investors. The high degree of leverage can work against you as well as for you. Before deciding to trade foreign exchange you should carefully consider your investment objectives, level of experience, and risk appetite. The possibility exists that you could sustain a loss of some or all of your initial investment, and therefore you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with foreign exchange trading, and seek advice from an independent financial advisor if you have any doubts. A further detailed explanation of the risks associated with trading is set out in the "Risk Warnings and Disclosures" document, which is available on our website.

If you do not agree with the terms provided herein, or in the Agreement as were mentioned above, you should immediately cease using Company's Services.

We reserve the right to vary the User Agreement from time to time; this will normally be in response to a change in legislative or regulatory requirements or a change in internal policy. You will be notified of a variation to the User Agreement. Any variation to the User Agreement shall apply to all of your Positions and Orders from the time specified in our electronic notification message. We reserve the right to vary the Account Opening Form at any time.



## 2. Definitions

In this Agreement, the following words and phrases shall (unless the context otherwise requires) have the meanings set out beside them:

**“Access Data”** shall mean the Username and Password given by the Company to the Client for accessing the Company’s electronic systems.

**“Account”** shall mean a personal account opened by an individual, solely for such individual to enable such individual to use the Services provided by the Company.

**“Application Form”** or **“Client Account Opening Questionnaire”** shall mean the application form/questionnaire completed by the Client online in order to apply for the Company’s Services under this Agreement, via which the Company will obtain amongst other things information for the Client’s identification and due diligence, his categorization and appropriateness in accordance with the Applicable Regulations.

**“Applicable Regulations”** shall mean:

- a. CySEC Rules or any other rules of a relevant regulatory authority having powers over the Company;
- b. the Rules of the relevant Underlying Market;
- c. the Investment Services and Activities and Regulated Markets Law of 2017 L. 87(I)/2017, as amended; and
- d. all other applicable laws, rules and regulations of Cyprus or of the European Union from time to time.

**“Ask”** shall mean the higher price in a Quote at which the price the Client may buy.

**“Balance”** shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.

**“Base Currency”** shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

**“Bid”** shall mean the lower price in a Quote at which the Client may sell.

**“Business Day”** shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other Cyprus or international holidays to be announced on the Company’s Site.

**“CFD”** shall mean a contract for difference. A financial instrument which is derived based on the fluctuation in the price of the underlying asset.

**“Client”** shall mean anyone who registers via the Site and opens an Account.

**“Client Account”** shall mean the exclusive personalised account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Company’s Online Trading System, the balance of the Client money and deposit/withdrawal transactions of the Client money.

**“Client Terminal”** shall mean the platform trading facilitates including (but not limited to) web and mobile traders, which are used by the Client in order to obtain information on underlying markets in real-time, to make technical analysis of the markets, make Transactions, place / delete / modify Orders, as well as to receive notices from the Company and keep record of Transactions.

**“Closed Position”** shall mean the opposite of an Open Position.

**“Company Online Trading System”** shall mean the Software used by the Company which includes the aggregate of its computer devices, software, databases, telecommunication



hardware, a trading platform, all programs and technical facilities providing real-time Quotes, making it possible for the Client to obtain information of Underlying Markets in real time, make technical analysis on the markets, enter into Transactions, place / delete / modify Orders, receive notices from the Company and keep record of Transactions and calculating all mutual obligations between the Client and the Company. The Company Online Trading System consists of the Server and the Client Terminal.

**“Completed Transaction”** shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa.

**“Contract Specifications”** shall mean the principal trading terms in CFDs (for example these may include Margin, Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, Normal Market Size, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, ticket fees for Swap Free Client Accounts, Company Costs, charges, minimum deposit requirements for different types of Client Accounts etc.) for each type of CFD and / or type of Client Account as determined by the Company from time to time in its discretion. The Contract Specifications appear on the Site of the Company.

**“Currency of the Client Account”** shall mean the currency that the Client Account is denominated in.

**“Currency Pair”** shall mean the object or Underlying Asset of a CFD Transaction based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

**“Corporate Action”** shall mean a corporate event that may impact the share price of the relevant company. Corporate Actions include, but are not limited to, share issues, mergers, conversions, share splits, sell-offs and specific types of dividends

**“CySEC Rules”** shall mean the Directives, Circulars, Decisions, Guidelines, Rules, Regulations and notes of CySEC.

**“Dormant Client”** shall mean a Client where all his Account(s) had no trading activity (i.e. no placement of trades) for a period of at least six (6) consecutive months or any Account whose owner (Client) failed to meet the obligation defined in the relevant paragraph of this agreement.

**“Eligible Counterparty”** shall mean an “Eligible Counterparty” for the purposes of the CySEC Rules, as determined in Client Classification Policy.

**“Equity”** shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as:  $Equity = Balance + Floating Profit - Floating Loss$ .

**“Error Quote” or “Spike”** shall mean an error Quote having the following characteristics:

- a. a significant Price Gap; and
- b. in a short period of time the price rebounds with a Price Gap; and
- c. before it appears there have been no rapid price movements; and
- d. before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released.

**“Event of Default”** shall have the meaning given in the relevant paragraph of this agreement.

**“Expert Advisor”** shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform/system. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all



aspects of trading operations from sending orders directly to the Company Online Trading System to automatically adjusting stop loss, trailing stops and take profit levels.

“**ETF**” an ETF, or exchange-traded fund, is a marketable security that tracks a stock index, a commodity, bonds, or a basket of assets.

“**FATCA**” – Foreign Account Tax Compliance Act

“**FFI**” – Foreign Financial Institution

“**Financial Instrument(s)**” shall mean the Financial Instruments in the Company’s CIF license appearing on CySEC’s website (<http://www.cysec.gov.cy/>).

“**Floating Profit/Loss**” shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).

“**Force Majeure Event**” shall have the meaning as set out in the relevant paragraph of this agreement.

“**Free Margin**” shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: Equity less (minus) Necessary Margin (Free margin = Equity- Necessary Margin).

“**He**” shall mean he or she, as appropriate.

“**Illegal Actions**” shall mean illegal, unlawful, fraudulent, money laundering or other improper activities, as well as breaking into the Site, or attempting to do the same.

“**Indicative Quote**” shall mean a Quote at which the Company has the right not to accept any Instructions or execute any Orders.

“**Introducer**” shall mean a third party who introduces prospective clients to the Company.

“**Instruction**” shall mean an instruction from the Client to the Company to open or close a position or to place or delete an Order.

“**KYC Process**” shall mean any "Know Your Client" process required to be made by the Company under the Prevention and Suppression of Money Laundering Activities Law of 2007, as amended, and all Applicable Regulations, and which are designed to identify the Client, verify the identity of the Client, perform back-ground checks on the Client, construct an economic profile of the Client and assess the appropriateness of the Services to the Client.

“**Leverage**” shall mean a ratio in respect of Initial Margin and Transaction Size. 1:10 ratio means that in order to open a position, the Initial Margin is ten times less than the Transactions Size.

“**Licenser**” has the meaning attributed to it in the relevant paragraph of this Agreement.

“**LFA International Ltd**” which is based in Aiolou & Panagioti Diomidous 9, Katholiki, 3020, Limassol, Cyprus, registration number: HE 422638, is responsible for processing card transactions.

“**Long Position**” shall mean a buy position that appreciates in value if Underlying Asset Market prices increase. For example in respect of Currency Pairs a long position will appreciate if the Base Currency appreciates against the Quote Currency.

“**Lot**” shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

“**Lot Size**” shall mean the number Underlying Assets in one Lot.



**“Margin”** shall mean the necessary guarantee funds so as to open or maintain Open Positions for each type of CFD.

**“Margin Call”** shall mean the situation when the Company informs the Client to deposit additional Margin when the Client does not have enough Margin to open or maintain open positions.

**“Margin Level”** shall mean the percentage of Equity to Necessary Margin ratio. It is calculated as:  $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$ .

**“Margin Trading”** shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size.

**“Matched Positions”** shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.

**“Necessary Margin”** shall mean the necessary margin required by the Company so as to maintain Open Positions, for each type of CFD.

**“Normal Market Size”** shall mean the maximum number of units of the Underlying Asset that are transmitted by the Company for execution for each type of CFD.

**“Open Position”** shall mean any position which has not been closed, a Long Position or a Short Position which is not a Completed Transaction.

**“Order”** shall mean an instruction from the Client to the Company to open or close a position when the price reaches the Order Level.

**“Order Level”** shall mean the price indicated in the Order.

**“Parties”** shall mean the parties to this Client Agreement – the Company and the Client.

**“Politically Exposed Persons”** shall mean:

- a) natural persons who are or have been entrusted with prominent public functions, which means: heads of State, heads of government, ministers and deputy or assistant ministers; members of parliaments; members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances; members of courts of auditors or of the boards of central banks; ambassadors, chargés d'affaires and high-ranking officers in the armed forces; members of the administrative, management or supervisory bodies of State-owned enterprises. None of the categories set out in the above shall be understood as covering middle ranking or more junior officials. Further, where a person has ceased to be entrusted with a prominent public function within the meaning of the above definition for a period of at least one year, such persons shall not be considered a Politically Exposed Person.
- b) The immediate family members of such persons as set out under definition (a), which means: the spouse; any partner considered by national law as equivalent to the spouse; the children and their spouses or partners; and the parents.
- c) Persons known to be close associates of such persons as set out under definition (a), which means: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in definition (a); any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition (a).

**“Price Gap”** shall mean the following:

- a. the current Quote Bid is higher than the Ask of the previous Quote; or
- b. the current Quote Ask is lower than the Bid of the previous Quote.



“**Professional Client**” shall mean a “Professional Client” for the purposes of CySEC Rules, as specified in Client Classification Policy.

“**PurpleZone**” shall mean the online terminal designated for clients to administer and overview their trading accounts.

“**Quote**” shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

“**Quote Currency**” shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

“**Quotes Base**” shall mean Quotes Flow information stored on the Server.

“**Quotes Flow**” shall mean the stream of Quotes in the Company Online Trading System for each CFD.

“**Request**” shall mean a request from the Client to the Company given to obtain a Quote. Such a Request does not constitute an obligation to make a Transaction.

“**Retail Client**” shall mean a “Retail Client” for the purposes of the CySEC Rules, as specified in Client Classification Policy.

“**Services**” shall mean the services and activities covered by the Company’s CySEC licence from time to time offered at the Site and/or through the System.

“**Short Position**” shall mean a sell position that appreciates in value if underlying market prices fall. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

“**Site**” shall mean the domain [purple-trading.com](http://purple-trading.com) and/or any mobile and/or internet site and/or any mobile application owned, operated or hosted by the Company.

“**Slippage**” shall mean the difference between the expected price of a Transaction in a CFD, and the price the Transaction is actually executed at. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

"Spark" shall mean the online terminal designated for Introducers to overview trading accounts of Clients for whose introduction is the Introducer rewarded.

“**Spread**” shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.

“**Swap**” or “**Rollover**” shall mean the interest added or deducted for holding a position open overnight.

“**System**” has the meaning attributed to it in the relevant paragraph of this Agreement.

“**Stop out level**” shall mean an equity level in 50%, which if reached, the trading platform shall start to close positions one by one automatically (starting from the largest loss position) until the equity level requirement is met.

“**Trading Hours**” shall mean the normal trading hours defined from 23:05:59 Sunday to 22:59:00 Friday Central European Time (CET) apart period between 22:59:00 and 23:05:59 every night when the trading is being disabled due to change of Liquidity Providers.

“**Trailing Stop**” shall mean a stop-loss order set at a percentage level below the market price - for a long position and above the market price for a short position. The trailing stop price is



adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached “trailing” amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn't change, and a market order is submitted when the stop price is hit.

“**Transaction**” shall mean any CFD transaction transmitted for execution on behalf of the Client or entered into with the Client or executed on behalf of the Client under this Agreement.

“**Transaction Size**” shall mean Lot Size multiplied by number of Lots.

“**Transferable securities**” means those classes of securities which are negotiable on the capital market, with the exception of instruments of payment, such as (a) shares in companies and other securities equivalent to shares in companies, partnerships or other entities, and depositary receipts in respect of shares; (b) bonds or other forms of securitised debt, including depositary receipts in respect of such securities; and (c) any other securities giving the right to acquire or sell any such transferable securities or giving rise to a cash settlement determined by reference to transferable securities, currencies, interest rates or yields, commodities or other indices or measures.

“**Underlying Asset**” shall mean the underlying asset in a CFD which may be Currency Pairs, equity indices, metals, commodities, ETF, share and forwards or any other asset available for CFD trading with the Company according to the Company's discretion from time to time.

“**Underlying Market**” shall mean the relevant market where the Underlying Asset is traded.

“**US Reportable Persons**” – In accordance to FATCA, a US Reportable persons is: a) a US citizen (including dual citizen) b) a US resident alien for tax purposes c) a domestic partnership d) a domestic corporation e) any estate other than a foreign estate f) any trust if: (i) a court within the United States is able to exercise primary supervision over the administration of the trust; (ii) one or more United States persons have the authority to control all substantial decisions of the trust; and/or (iii) any other person that is not a foreign person

“**We**”, “**Our**” or “**Us**” shall mean the Company, its subsidiaries, affiliates, employees, directors, officers, agents, suppliers, consultants and/or contractors.

“**Written**” or “**Writing**” shall mean contacting a party on any electronical or physical address the party submitted to the other party including e-mail or online terminal messaging.

“**You**” or “**Your**” or “**the Client**” shall mean any user of the Site who registers and opens an account.

Capitalised terms not specifically defined in this paragraph shall have the meaning awarded to them in the body of this Agreement. Capitalised terms not specifically defined herein shall, where relevant, have the meaning awarded to them in the relevant document incorporated in this Agreement by reference. References to this Agreement shall be to this Agreement together with all documents incorporated by reference to this Agreement forming an integral part of the same.

### **3. Subordination to the Agreement and the Binding Effect Thereof**

Anyone registered at the Site, in accordance with the procedure specified hereafter, or participating in one of the Site's proposed activities, or uses the information published on the Site, accepts upon himself/herself, in free will and consent, the Agreement's authority, agrees to be bound by the Agreement, undertakes to act pursuant to the Agreement's stipulations and to the rules specified therein, as they will be updated from time to time, without any reservation.



This Agreement is legally binding between the Parties and shall conclusively govern the relationship between the Parties pursuant to and in accordance with the Distance Marketing of Consumer Financial Services Law L.242(I)/2004 of Cyprus implementing the EU Directive 2002/65/EC. Where this Agreement is concluded remotely according to the terms herein, signing of this Agreement is not necessary and the Agreement shall nevertheless constitute a legally binding and enforceable agreement between the Parties as if it were duly signed. Where a Client at any time during the term of this Agreement prefers to have this Agreement signed he may send two (2) signed copies of the Agreement to the Company, stating his postal address where a countersigned copy will be sent back.

You acknowledge and understand that the Company has the right to amend the Terms of this Agreement, in accordance with the relevant paragraphs of this agreement. Registered Clients may enter into supplementary and/or amending Agreements with the Company available from time to time, on the Company's website, electronically via selecting the respective checkbox element.

#### **4. Who May Use the Company Services**

Using the Services is permitted solely if You comply with all of the following:

On the participation date, You are eighteen (18) years old or of legal age as determined by the laws of the country where You live (whichever is higher);

- a. You are the owner of a valid payment method (or authorized to use a valid payment method by the owner of that valid payment method); and
- b. You are not a resident of Belgium, USA, Japan and/or Canada.; and
- c. You do not violate any law or regulation as a result of using the Services. In this context it will be stressed, that if You reside or are present in any jurisdiction that prohibits using the Services offered at the Site, You shall not participate in the prohibited activity.

The Services are intended only for users who are not prohibited by the laws of any applicable jurisdiction from using the Services. The Company does not intend to enable You to contravene applicable law. You represent, warrant and agree to ensure that Your use of the Site and/or the Services will comply with all applicable laws, statutes and regulations. The offering or availability of the Services shall not be deemed or interpreted as an offer or invitation by Us to use the Services, if You reside in a place in which such use is currently forbidden by law, or where the Company, in its sole discretion, elects not to offer Services. You shall be solely responsible for determining whether Your use of the Site and/or Services is legal in the place where You live and/or use the Site and/or Services.

We make no representations or warranties, expressed or implied, concerning the legality of the Services and/or of the Site and/or of any person's participation in the Services through this Site, and shall not be responsible for any illegal use of the Site by You. It is Your responsibility to ensure that You comply with any and all laws applicable to You before registering or participating in any of the Services through this Site. You should consult with legal counsel in the applicable jurisdiction about the legality of Your use of the Site and/or the Services.

Employees, directors and officers of the Company, as well as members of their families, affiliates or subsidiaries, and all other persons connected, directly or indirectly, to the computer systems or the security system employed by the Company, as well as any person involved in the operation of this Site and the establishment thereof, including, but not limited to advertising, promotion and fulfilment agencies, insurers and legal advisers, webmasters and web suppliers and family members thereof, are not entitled to participate in any of the Services. The Company will limit the leverage for Clients domiciled in some countries. The Company furthermore



reserves the right to partly or totally restrict any Client based on his domicile country regulations from using the Services or System.

## 5. Leverage Policy

The company has a leverage policy, which specifies which leverage is available for which categories of clients. Thus

- Every new account opening, including new registrations and additional accounts of current clients, is processed by a default leverage.
- The increase of default leverage will be allowed only to clients, who were evaluated as eligible by the Company depending on the categorization (i.e. Professional) of the client.

Initial margin percentages by type of underlying as of 27/07/2018

- a) 3,33% of the notional value of the *CFD* when the underlying currency pair is composed of any two of the following currencies: US dollar, Euro, Japanese yen, Pound sterling, Canadian dollar or Swiss franc;
- b) 5% of the notional value of the *CFD* when the underlying index, currency pair or commodity is:
  - i. any of the following equity indices: Financial Times Stock Exchange 100 (FTSE 100); Cotation Assistée en Continu 40 (CAC 40); Deutsche Bourse AG German Stock Index 40 (DAX40); Dow Jones Industrial Average (DJIA); Standard & Poors 500 (S&P 500); NASDAQ Composite Index (NASDAQ), NASDAQ 100 Index (NASDAQ 100); Nikkei Index (Nikkei 225); Standard & Poors / Australian Securities Exchange 200 (ASX 200); EURO STOXX 50 Index (EURO STOXX 50);
  - ii. a currency pair composed of at least one currency that is not listed in point (a) above; or
  - iii. gold;
- c) 10% of the notional value of the *CFD* when the underlying commodity or equity index is a commodity or any equity index other than those listed in point (b) above;
- d) 50% of the notional value of the *CFD* when the underlying is a cryptocurrency; or
- e) 20% of the notional value of the *CFD* when the underlying is:
  - i. a share; or
  - ii. not otherwise listed in this Annex

## 6. Client Account Opening Procedure

After each prospective client fills in and submits a duly completed Application Form together with all the identification documentation requested by the Company, the Company will perform all internal Company checks (including without limitation anti-money laundering checks, appropriateness and suitability tests, where applicable) and the Company will send the prospective client a notice informing him whether he has been accepted as a client of the Company or not. The Agreement will take effect and commence upon the Client's funding of his account, subsequent to the Client receiving a notice from the Company informing him that he has been accepted as the Company's client and that a Client Account has been opened for him.

It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept any person as its client until all documentation it requires has been received by the Company, properly and fully completed by such person, and all internal



Company checks (including without limitation anti-money laundering checks and appropriateness tests) have been completed to the Company's satisfaction.

In the event that the Client is accepted by the Company as its client, the Company will open a Client Account for him, which will be activated upon the Client depositing the minimum initial deposit depending on the Client's selected Account Type and stated in the Company's website - <https://www.purple-trading.com/account-types/> - according to the Currency of the Client Account as determined by the Company in its discretion from time to time.

In the event that any of the identification documentation expires, the Client is obligated to provide updated or new documentation. If the Client fails to meet this obligation, his Account will be considered dormant with further consequences defined in the relevant paragraph of this Agreement.

You agree and undertake to:

- notify us of any changes to your personal and financial information and/or in your financial condition by emailing [support@purple-trading.com](mailto:support@purple-trading.com);
- provide true, accurate, current and complete Registration Data as prompted by the registration process;
- maintain and promptly update the registration data to keep it accurate, current and complete by emailing any changes to [support@purple-trading.com](mailto:support@purple-trading.com); and

## 7. Client Classification

According to Applicable Regulations, the Company will treat the Client as a Retail Client, Professional Client or Eligible Counterparty ("ECP"), depending on the information provided by the Client in his Application Form and according to the method of classification as this method is explained under the title "Client Classification Policy. By accepting this Agreement, the Client accepts application of such method. The Company will inform the Client of his classification.

The Client accepts that when classifying the Client and dealing with him, the Company will rely on the accuracy, completeness and correctness of the information provided by the Client in his Application Form and the Client has the responsibility to immediately notify the Company in writing if such information changes at any time thereafter.

The Company gives different levels of regulatory protection to each Client category and hence to Clients within each category. In particular, Retail Clients are afforded the most regulatory protection; Professional Clients and ECPs are considered to be more experienced, knowledgeable and sophisticated and able to assess their own risk and are thus afforded fewer regulatory protections.

The Client has the right to request a different Classification thus to increase or decrease the level of regulatory protections afforded. Where a Client requests a different classification (either on an overall level or on a product level), the Client needs to meet certain specified quantitative and qualitative criteria (for more details as to the procedure please refer to Client Classification Policy). However, if the above-mentioned criteria are not met, the Company reserves the right to choose whether to provide services under the requested classification.

It is understood that the Company has the right to review the Client's Categorisation and change his Categorisation if this is deemed necessary (subject to Applicable Regulations).



## 8. Suitability and Appropriateness Test

It is understood that when providing the Client with reception and transmission and execution Services, the Company is not required to assess the suitability of the Financial Instrument in which the Client wishes to transact, nor the service(s) provided or offered to him. As a result, the Client will not benefit from the protection of the Applicable Regulations as regards the assessment of suitability.

The suitability assessment obligation will be conducted in accordance with the Applicable Rules, to Clients having signed the separate written agreement mentioned in Section 39 of this Agreement, with regards to the Portfolio Management Services (hereinafter "Portfolio Management Services" or "PAMM Services"). Clients who opt to register with the Portfolio Management Services offered by the Company will be subject to such Suitability Assessment. It is clearly understood that the use of the Portfolio Management Services are subject to an additional agreement, which can be found on our Site.

The Company is obliged under Applicable Regulations to obtain information about the Client's knowledge and experience in the investment field so that it can assess whether the service or product envisaged is appropriate for the Client.

If we determine that our Services are not appropriate for your level of experience and/or knowledge of CFDs we will notify you and we may not be able to offer you a Trading Account with us

If the Client elects not to provide such information to the Client, or if the Client provides insufficient information, the Company will not be able to determine whether the service or product envisaged is appropriate for the Client. It is noted that periodic assessment of suitability may be undertaken based on the characteristics of a particular product or instrument.

The Company shall assume that information about his knowledge and experience provided from the Client to the Company is accurate and complete and the Company will have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.

## 9. Services

Subject to the Client's obligations under the Agreement being fulfilled, the Company may at its discretion offer the following Services to the Client:

- a) Receive and transmit Orders of the Client;
- b) Execution of Orders on behalf of the Client;
- c) Portfolio Management;
- d) Safekeeping and administration of financial instruments, including custodianship and related services and;
- e) Foreign exchange services where these are connected to the provision of investment services;
- f) Investment Research

Unless agreed in writing in accordance with this Agreement, the Company will not manage your investment portfolio on a discretionary basis. At its own discretion and at any time, the Company reserves the right to withdraw the whole or any part of the Services on a temporary or permanent basis and the Client agrees that the Company will have no obligation to inform the Client of the reason. You are responsible for checking the website of the Company



periodically in order to review the current version of the Terms and Conditions as well as policies and procedures.

## **10. Advice**

The Company will not advise the Client about the merits of a particular Transaction or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments including CFDs or the Underlying Markets.

The Client alone will enter into Transactions and will take relevant decisions based on his own judgement. In asking the Company to enter into any Transaction, the Client represents that he has been solely responsible for making his own independent appraisal and investigation into the risks of the Transaction. He represents that he has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any Transaction. The Company gives no warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in its relations with the Client. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

## **11. Market Commentary**

The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Site or provide to subscribers via its Site or otherwise) with information, recommendations, news, market commentary or other information but not as a service. Where it does so:

- a) the Company will not be responsible for such information;
- b) the Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction;
- c) this information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
- d) if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons;
- e) the Client accepts that prior to despatch, the Company may have acted upon it itself to made use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

It is further clarified that these recommendations, news and market commentary are not marketing or promotional material and thus when provided to the Client via email and/or other means do not require Client's prior consent.



## 12. Account Types

Clients have an option to choose from various types of the trading accounts: STP, ECN and Referral Account. The specifications of each account type are on the Company's website: <https://www.purple-trading.com/types-of-accounts/>

In addition, clients may be categorised to the following trader status types as well, upon the Company's prior approval:

- Standard
- Prime
- VIP

Clients with Standard, Prime or VIP trader status types, can chose between STP or ECN account types.

Specification of each Client status is on the Company's website: <https://www.purple-trading.com/types-of-accounts/>

### Reference Account

A Reference Account is created by the Company, exclusively for the strategy providers. The purpose of the Reference Account is to provide accurate performance data of the strategies, which shall be displayed in PurpleZone. The data will be used for balance gain and equity gain calculations and the display of trading history among other uses.

The strategy provider funds the Reference Account with a pre-agreed fixed deposit in order to connect to the strategy account. The Reference Account(s) must maintain a pre-agreed minimum balance and in the event that the Reference Account(s)' balance is below the minimum balance, the relevant strategy may be terminated by the Company.

The funds deposited on the Reference Accounts are not considered clients assets for the safeguarding purposes.

## 13. Currency Conversions

The Company is entitled, without prior notice to the Client, to affect any currency conversions which it deems necessary or desirable in order to make a deposit into the Client Account in the Currency of the Client Account or comply with its obligations or exercise its rights under this Agreement or complete any specific Transaction or Order. Any such conversion shall be made by the Company at reasonable exchange rates as the company shall select, having regards to the prevailing rates.

The Client will bear all foreign currency exchange risk arising from any Transaction or the exercise by the Company of its rights under the Agreement or any law.

## 14. Commissions, Charges and Other Costs

The provision of Services is subject to the payment of costs, fees, commissions, daily funding for CFDs, charges to the Company (the "Costs"), which are set out in the Contract Specifications or on the Company Site. In addition to Costs, other commissions and charges may be due by the Client directly to third parties. The Client shall be obliged to pay all such costs.

Benefits – Dividends. An adjustment to your Trading Account may be made in respect of a dividend or distribution attributable to any specific Instrument and shall be calculated by us, based on: the size of the dividend, the size of your position, taxation and whether it is a buy or



a sell trade. Such adjustments are made on as timely basis as possible, however, as we are dependent upon notification or settlement from an external third party, we shall not be liable for the consequences of any delayed adjustments. Please also note that any such charges we may elect to remove from your account immediately when they come into effect provided that we know such amount of charge from a third party.

Certain types of Costs may appear as a percentage of the value of the CFD, therefore the Client has the responsibility to understand how Costs are calculated.

When providing a Service to a Client, the Company may pay or receive fees, commissions or other non-monetary benefits from third parties or Introducers to the extent permissible under Applicable Regulations.

Prior to the provision of services, the Company may disclose to Clients information on the payment or benefit concerned. Minor non-monetary benefits may be described in a generic way. Other non-monetary benefits received or paid by the Company in connection with the investment service provided to a Client shall be priced and disclosed separately. In situations where the Company is unable to ascertain on an ex-ante basis the amount of any payment or benefit to be received or paid, it shall disclose to the Clients the method of calculating that amount. The Company may also provide its Clients with information of the exact amount of the payment or benefit received or paid on an ex-post basis; and

At least once a year, as long as (on-going) inducements are paid/received by the Company in relation to the investment services provided to the relevant Clients, the Company shall inform its Clients on an individual basis about the actual amount of payments or benefits received or paid.

Details of any taxes which the Company is required to pay on the Client's behalf will be stated on Confirmations issued to the Client. The Client may also be liable for other taxes which are not collected by the Company and the Client should seek independent expert advice if he is in any doubt as to whether he may incur any further tax liabilities. Tax laws are subject to change from time to time.

The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.

The Client undertakes to pay all stamp duties and other expenses relating to this Agreement and any documentation which may be required for the carrying out of the transactions under this Agreement.

The Company may vary its Costs from time to time. The Company will send a Written Notice to the Client informing of any changes, before they come into effect. The variation will take effect from the date which the Company specifies in its notification to the Client. The Company will endeavour to provide the Client with at least five Business Days' notice of such alteration save where such alteration is based on a change in interest rates or tax treatment or it is otherwise impractical for the Company to do so.

Swaps are calculated with the basis of the interbank market price. Commissions and charges may be due by the Client directly to third parties.

Any open Transaction held by you at the end of the trading day of the Exchange on which the Instrument is traded or over the weekend when the relevant Exchange is closed, shall automatically be rolled over to the next business day to avoid an automatic close and settlement of the Transaction. You acknowledge that when rolling such Transactions to the next business day, a fee will be either added or subtracted from your trading account with



respect to such Transaction. In deciding whether to open a Transaction for a specific Instrument, you acknowledge that you are aware of these fees and you authorize us to add or subtract them to or from your trading account.

All CFDs conducted with the Company relate to open-ended margined products that require funding on a daily basis. Any amount which is not paid in accordance with the above paragraphs or elsewhere in this Agreement on the due date therefore shall bear interest at the Applicable Rate plus 4% per annum, for each day for which such amount remains unpaid.

## 15. Confirmations and Statements

Information on Order(s) status, Client Account status, Trade Confirmations and messaging facility between the Parties will be sent to the Client upon request either in electronic form by e-mail to the email address which the Company will have on record and/or provided via its internal mail system of the Company Online Trading System and/or will be accessible through PurpleZone Online Terminal subject to conditions specified in Terms of use for Strategies and [Addendum to Terms and Conditions for ETF/Securities Trading](#).

The Client is obliged to provide the Company with e-mail address for the purpose of the above paragraph.

It is the Client's responsibility to inform the Company of any change to his email address (or any other relevant personal information), the non-receipt of a Confirmation, or whether any Confirmations are incorrect before settlement. If the Client has a reason to believe that the Confirmation is inconsistent or if the Client does not receive any Confirmation (though the Transaction was made), the Client shall contact the Company. Trade confirmations shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within two (2) Business Days following the Day of receipt of the said Trade Confirmation.

If the Company holds Client money, it provides a Statement of Client Financial Instruments or Client Funds to the Clients on quarterly basis.

The Company will provide the Client with an online access to his Client Account via the Company Online Trading System, which will provide him with sufficient information in order to manage his Client Account and comply with CySEC Rules in regards to client reporting requirements.

The Order execution confirmation may include the following additional information.

- the Company's trade name,
- a total sum of the commissions and expenses charged and,
- the rate of exchange obtained where the transaction involves a conversion of currency. The reverse process will apply when the Client closes the position.
- the Client's responsibilities in relation to the settlement of the transaction, including the time limit for payment or delivery as well as the appropriate account details where these details and responsibilities have not previously been notified to the Client e.g. venue identification, counterparty information etc as and if applicable.

In relation to clients which receive the service of Portfolio Management, the Company may send to clients a Portfolio Valuation report, at least once a month. In addition, the Company **when** the overall value of the portfolio depreciates and the depreciation threshold is exceeded (10% and thereafter by further multiples of 10%) may inform the Clients (Retail, professional Clients and eligible counterparties) accordingly. The required reports will be available to Clients no later than the end of the business day in which the above-mentioned thresholds are



exceeded or the close of the next business day, where the thresholds are exceeded on a non-business day.

## **16. Language**

The Company's official language is the English language and the Client should always read and refer to the main Site for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

## **17. Site, Company Online Trading System and Safety**

The Client will not proceed and avoid proceeding in any action that could probably allow the irregular or unauthorised access or use of the Company Online Trading System. The Client accepts and understands that the Company reserves the right, in its discretion, to terminate or limit his access to the Company Online Trading System or part of if the Company suspects that he allowed such use.

When using the Company Online Trading System, the Client will not, whether by act or omission, do anything that will or may violate the integrity of the Company computer system or Company Online Trading System or cause such system(s) to malfunction.

The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Company Online Trading System.

The Client is permitted to store, display, analyse, modify, reformat and print the information made available to him through the Company's Site or Company Online Trading System. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's express written consent. The Client must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information. The Client represents and warrants that he will not use the Company Online Trading System in contravention of this Agreement, that he will use the Company Online Trading System only for the benefit of his Client Account and not on behalf of any other person, and that he will not use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Company Online Trading System or automate the process of accessing or obtaining such information.

The Client agrees to keep secret and not to disclose any Access Data to any other person or third party.

The Client agrees to be entirely responsible for maintaining the confidentiality of his Account login information and for all activities that occur under his Account. The Client agrees to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with his Account, and to maintain his password securely to prevent others from gaining access without his permission.

The Client should not write down his Access Data. If the Client receives a written notification of his Access Codes, he must destroy the notification immediately.

The Client agrees to notify the Company immediately if he knows or suspects that his Access Data has or may have been disclosed to any unauthorised person. The Company will then



take steps to prevent any further use of such Access Data and will issue the with replacement Access Data. The Client will be unable to place any Orders via the Company Online Trading System until he receives the replacement Access Data.

The Client agrees that he will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data.

The Client acknowledges that the Company bears no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

## **18. Personal Data, Confidentiality, Recording of Telephone Calls and Records**

For the purpose of providing the Services to the Client the Company may collect Client information directly from the Client (in his completed Application Form or otherwise) or from other persons including, for example, credit reference agencies, fraud prevention agencies and the providers of public registers.

The Company will use, store, process and handle personal information provided by the Client (in case of a natural person) in connection with the provision of the Services, in accordance the Processing of Personal Data (Protection of the Individual) Law of 2001, as amended, The Regulation of Electronic Communications and Postal Services Law of 2004 and The General Data Protection Regulation (GDPR) (EU) 2016/679 (the “Data Protections Laws”). For the purpose of Data Protection Laws the Company is considered the Controller of the personal data it collects and process from its clients.

By accepting these terms and conditions, the Client acknowledges and agrees that the Company shall collect and process personal information provided by the Client in connection with any services provided to the Client by the Company for the purpose of performing its obligations towards the same. The Company may share Client’s personal information with third parties in order to provide the Client with the services and improve the Company’s product and services. When the Company does share personal data of clients it is acting in line with Data Protection Laws and the Company’s Privacy Policy. The Company will not disclose Client’s personal information to any third party without the Client’s prior consent and/or without having a legal basis to do so.

Data Protection Laws afford the Client under certain circumstances, the following rights in relation to his/her personal data, to:

- **Request access to personal data.** This enables the Client to receive a copy of the personal data that the Company holds about the Client and to check the lawfully processing of the personal data;
- **Request correction of personal data that the Company holds about the Client.** This enables the Client to have any incomplete or inaccurate data the Company holds about the Client corrected, though we may need to verify the accuracy of the new data the Client provided to the Company.
- **Request of erasure of personal data.** This enables the Client to ask us to delete or remove personal data where there is no good reason for the Company to continue to process it. The Client also has the right to ask the Company to delete or remove Client’s personal data where the Client has successfully exercised his/her right to object to processing, where the



processing was unlawful or where the Company is obliged to erase Client's personal data to comply with local laws.

The Company reserves its right not always to comply with the request of erasure for specific legal reasons which will be notified to the Client, if applicable, at the time of the request.

• **Object to processing of personal data.** This right is granted where the Company is relying on a legitimate interest (or those of a third party) and there is an impact on the fundamental rights and freedoms of the Client.

• The Client has also the **right to object** where the Company is processing his/her personal data for direct marketing purposes. In some cases, the Company may demonstrate that it has compelling legitimate grounds to process Client's personal information which may override his/her rights and freedoms.

• **Request restriction of processing of personal data.** This entitles the Client to request the suspension of processing of his/her personal data in the following cases:

- a) if the Client wishes the Company to establish the data's accuracy; or
- b) where Company's use of the data is unlawful but the Client do not want the erasure of the data; or
- c) where the Client requires the Company to hold the data even if the Company no longer require it, but the Client needs to establish, exercise or defend legal claims; or
- d) the Client has objected to the use of his/her data but the Company needs to verify whether it has overriding legitimate grounds to use it.

• **Request the transfer of personal data you the Client or to a third party.** The Company will provide to the Client, or a third party as per Client's request, his/her personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for the Company to use or where the Company used the information to perform a contract with the Client.

• **Withdraw consent at any time where the Company is relying on consent to process Client's personal data.** However, this will not affect the lawfulness of any processing carried out before the withdrawal of the consent. If the Client withdraws his/her consent, the Company may not be able to provide certain products or services. The Company shall notify the Client accordingly at the time of withdraw of the consent.

The Client must read and acknowledge Company's Privacy Policy available at the Company's website.

Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision of the Services and for marketing purposes (according to the Client's preferences and consent provided). Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

The Company has the right to disclose Client information including recordings and documents of a confidential nature in the following circumstances:

- a) where required by applicable law or a competent Court;
- b) where requested by CySEC or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- c) to relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;



- d) to execution venues or any third party as necessary to carry out Client Instructions or Orders and for purposes ancillary to the provision of the Services;
- e) to credit reference and fraud prevention agencies and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence of the Client;
- f) to the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- g) to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;
- h) to data reporting service providers;
- i) to other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;
- j) to market research call centres that provide telephone or email surveys with the purpose to improve the services of the Company;
- k) where necessary in order for the Company to defend or exercise its legal rights;
- l) at the Client's request or with the Client's consent;
- m) to an Affiliate of the Company;
- n) to a nominee, third party, depository, Authorized Organization.

If the Client is an individual, the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any) in accordance with the Privacy Policy of the Company.

Telephone conversations between the Client and the Company may be recorded and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders/Instructions/Requests or conversations so recorded.

Telephone or electronic communications will be recorded even if these do not result in the conclusion of a transaction and the Client has the right to request such records.

The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client by telephone, fax, or otherwise.

Under Applicable Regulations, the Company will keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least five years after termination of the Client Agreement.

By entering into this Agreement, the Client consents that the Clients' personal data will be transferred outside the European Economic Area, in accordance with the provisions of the GDPR.

Without limiting the foregoing, the Client acknowledges that the Company, is required to comply with the Intergovernmental Agreement between Cyprus and the United States and has taken all reasonable steps to be in compliance with FATCA. The Client further acknowledges that the Company, as an FFI, is required to disclose information in relation to any US reportable persons to the relevant authorities, as per the reporting requirements of FATCA, and agrees to such discloser.



## 19. Amendment of the Agreement

Unless provided differently elsewhere in this Agreement, the Company has the right to amend the terms of the Agreement at any time giving to the Client at least five Business Days Written Notice prior to such changes. Any such amendments will become effective on the date specified in the notice. The Client acknowledges that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately.

This Agreement and any other rules and policies referred to herein or incorporated by reference hereto, as may be updated or amended from time to time by the Company, constitute the entire and whole agreement between You and the Company. You confirm that, in agreeing to accept this Agreement, You have not relied on any representation except for any express representation made by the Company in this Agreement.

## 20. Termination of the Agreement

Each Party may terminate this Agreement with immediate effect by giving at least five Business Days Written Notice to the other Party.

Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/withdrawal operations made there under.

Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation):

- a) all outstanding Costs and any other amounts payable to the Company;
- b) funds as necessary to close positions which have already been opened;
- c) any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;
- d) any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
- e) any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- f) any damages which arose during the arrangement or settlement of pending obligations;
- g) transfer fees for Client funds;
- h) any other pending obligations of the Client under the Agreement.

Upon Termination the Company reserves the right to without prior notice to the Client:

- a) keep Client's funds as necessary to pay the Company all amounts due;
- b) combine any Client Accounts of the Client, consolidate the Balances in such Client Accounts and to setoff those Balances;
- c) close the Client Account;
- d) cease to grant the Client access to the Company Online Trading System;
- e) convert any currency; or
- f) suspend or freeze or close any open positions or reject Orders.

Upon Termination if there is Balance in the Client's favour, the Company will (after withholding money of the Client in such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing the Balance and where such Balance was transferred and, where appropriate, instruct any Nominee or/and any Custodian to also



pay any applicable amounts. Such funds shall be delivered in accordance to the Client's instructions to the Company.

You may ask at any time to close Your Account by sending an email to the Company's customer support at [support@purple-trading.com](mailto:support@purple-trading.com) and You will be contacted by customer support accordingly in order to facilitate such request.

## 21. Default

Each of the following constitutes an "Event of Default":

- a) the failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Agreement;
- b) the failure of the Client to perform any obligation due to the Company;
- c) If an application is made in respect of the Client pursuant to the Cyprus Bankruptcy Laws, Cap 5, as amended or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
- d) where any representation or warranty made by the Client is/or becomes untrue;
- e) the Client is unable to pay the Client's debts when they fall due;
- f) the Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;
- g) any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in the following paragraph;
- h) the Client involves the Company in any type of fraud or illegality.
- i) an action set out in the following paragraph is required by a competent regulatory authority or body or court;
- j) in cases of material violation by the Client of the requirements established by legislation of the Republic of Cyprus or other countries, such materiality determined in good faith by the Company;
- k) if the Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities.

If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

- a) terminate this Agreement without notice which will give the Company the right to perform any or all of the actions of Section "Termination of the Agreement";
- b) combine any Client Accounts of the Client, consolidate the Balances in such Client Accounts and to setoff those Balances;
- c) close the Client Account;
- d) cease to grant the Client access to the Company Online Trading System;
- e) convert any currency;
- f) suspend or freeze or close any open positions or reject Orders;
- g) refuse to accept Client Orders;
- h) refuse to open new Client Accounts for the Client.



**22. Right to close positions or not accept an order, not execute or complete an order, or cancel an order**

The Company reserves the right, at its sole discretion, to close any or all open positions held by a Client, at last market price, or limit the size of a Client Open Position and/or refuse new Client orders, not accept an order, not execute or complete an order, or cancel an order, under reasonable and justified circumstances. These circumstances may include but are not limited to:

- a) The Company considers that there are abnormal trading conditions.
- b) Actions, changes or requirements imposed by the Company's liquidity providers or data providers or other counterparties, including changes to pricing, availability of instruments or symbols, that require the closure of positions.
- c) The Company ceased or will cease to provide certain instruments.
- d) Regulatory or legal obligations.
- e) An Event of Default occurred
- f) The Client has breached the Agreement.
- g) The Client engages in any of the Prohibited Trading Practices, that include, but are not limited to:
  - a. Exploiting manifest pricing errors or price latencies, including the practice commonly known as "sniping";
  - b. Employing trading strategies designed to abuse the platform or disrupt its orderly functioning, such as placing an excessive message burden on the Company's servers;
  - c. Engaging in any action that constitutes market abuse, insider dealing, or market manipulation under any applicable law;
  - d. Coordinating with other clients or third parties to manipulate prices, trigger market events, or otherwise distort the market; or
  - e. Violating the rules of any relevant underlying exchange or multi-lateral trading facility.
- h) Force Majeure event has occurred.
- i) The protection of the Client's or
- j) The protection of the Company's interests, in case when such action shall not contradict its regulatory obligations, particularly its duty to act in the best interests of its clients and effectively manage conflicts of interest.

The Client will need to pay the associated fees and/ or charges for any orders which the Company closes as per circumstances above.

The Client acknowledges that the Company will strive to provide as much prior notice as reasonably practicable or at least 7 days written notice, however prior notice may not always be feasible due to the urgency of some of the abovementioned circumstances. Where position remains open after the lapse of the 7 days' notice period for Client, the Company reserves the right to close such position on the Client's behalf at the last market price.

The Client acknowledges that the Company shall not be held liable for any losses, damages, or expenses incurred as a result of the closing of positions under this clause. For the avoidance of doubt, and notwithstanding the foregoing, the limitation of the Company's liability as described herein is subject to, and does not override, the Company's overarching and non-waivable regulatory duties, such as, but not limited to act honestly, fairly, and professionally in the best interests of the Client. The Company remains responsible for adhering to all applicable laws and regulations.



### 23. Force Majeure

A Force Majeure Event includes without limitation each of the following:

- a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis;
- b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster;
- c) Labour disputes and lock-out;
- d) Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- e) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
- f) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the company);
- g) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;
- h) The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
- i) the failure of any supplier, intermediate broker, agent, principal custodian, sub-custodian, dealer, exchange, clearing house or regulatory organisation to perform its obligations to the Company;
- j) liquidity providers not providing, or being unable to provide liquidity to the Company. Liquidity describes the degree to which a product can be quickly bought or sold at a price reflecting its appropriate value; and/or an event which significantly disrupts the market, which could include (but is not limited to) the premature close of trading in the market of a product, excessive movements in the price, supply or demand of a product, whether regulated or unregulated, that the Company's services relate to.

If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any or all of the following steps:

- a) increase Margin requirements without notice;
- b) close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
- c) suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;
- d) take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients;
- e) increase Spreads;
- f) decrease Leverage
- g) limit the availability of instructions that you can give in respect of an order or trade;
- h) change the trading hours for a product; and
- i) cancel all open orders or trades which are affected by the Force Major event



Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

#### **24. Limitations of Liability and Indemnity**

In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its Site or provide to subscribers via its Site or otherwise), the Company shall not, in the absence of its fraud, wilful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out the Agreement, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

The Company will not be held liable for any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly arising from but not limited to:

- a) any error or failure in the operation of the Company Online Trading System;
- b) any delay caused by the Client Terminal;
- c) Transactions made via the Client Terminal;
- d) any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control;
- e) the acts, omissions or negligence of any third party;
- f) any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data;
- g) all Orders given through and under the Client's Access Data;
- h) unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
- i) a delay transmitting any Order for Execution;
- j) currency risk;
- k) slippage;
- l) any of the risks relating to CFDs trading materialises;
- m) any changes in the rates of tax;
- n) any actions or representations of the Introducer;
- o) the Client relying on Trailing Stop and/or Expert Adviser;
- p) the Client relying in Stop Loss or Stop Limit Orders;
- q) the Company closing the Client's positions or not accepting an order, or not executing or completing an order or cancelling an order as per Section 22.

If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to any Order it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such action.

The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, damages, loss of profits, loss of opportunity (including in relation to



subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement.

## **25. Representations and Warranties**

The Client represents and warrants to the Company the following:

- a) the information provided by the Client to the Company in the Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic;
- b) the Client has read and fully understood the terms of the Agreement including all the information and documents incorporated herein by reference;
- c) the Client is duly authorised to enter into the Agreement, to give Orders, Instructions and Requests and to perform its obligations hereunder;
- d) the Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received;
- e) the Client is the individual who has completed the Application Form or, if the Client is a company, the person who has completed Application Form on the Client's behalf is duly authorised to do so;
- f) all actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;
- g) the Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- h) the Client funds are free of any lien, charge, pledge or other encumbrance;
- i) the documents handed over by the Client are valid and authentic;
- j) the Client has chosen the particular type of service and Financial Instrument, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;
- k) the Client has declared in the Application Form if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person;
- l) there are no restrictions on the markets or Financial Instruments in which any transactions will be sent for execution, depending on the Client's nationality or religion.

## **26. Client Acknowledgements of Risk and Consents**

The Client unreservedly acknowledges and accepts that:

- a) trading in CFDs is not suitable for all members of the public and the Client runs a great risk of incurring losses and damages as a result of trading in CFDs and accepts and declares that he is willing to undertake this risk. The damages may include loss of all his money and also any additional commissions and other expenses.
- b) CFDs carry a high degree of risk. The gearing or leverage often obtainable in CFDs means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of the Client's investment and this can work against him as well as for him. CFD Transactions have a contingent liability, and the Client should be aware of the implications of this in particular the margining requirements.
- c) Trading on an electronic Company Online Trading System carries risks.



The Client agrees and understands that:

- a) he will not be entitled to delivery of, or be required to deliver, the Underlying Asset of the CFD, nor ownership thereof or any other interest therein.
- b) no interest shall be due on the money that the Company holds in his Client Account
- c) when trading in CFDs the Client is trading on the outcome of the price of an Underlying Asset and that trading does not occur on a Regulated Market but Over-The-Counter (OTC).
- d) The risk of interest rate fluctuations is influenced by fluctuations in the prices of debt instruments (that may be part of the ETFs) by changing the level of interest rates.
- e) The market risk is influenced by fluctuations in ETF prices as a result of the fluctuation of the overall market, region or sector.
- f) The specific risk is the volatility of the price of the individual ETF or of the individual Transferable security.
- g) Credit risk is the issuer's problem of debt securities (that may be part of the ETFs) to pay their debts properly and in a timely manner.
- h) Currency risk is the risk of changes in foreign exchange rates of individual currencies used for conversion when purchasing or selling ETFs, Transferable securities and when trading with CFDs.

The Client consents to the provision of the information of the Agreement (and all documents incorporated by reference herein) by means of a Site.

The Client confirms that he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreements, Policies and information about the nature and risks of investments by posting such information on the Site.

## **27. Cryptocurrencies**

The Company may its, at its own sole discretion, offer CFD's on cryptocurrencies for trading on its platform.

You hereby acknowledge and accept that cryptocurrencies are not appropriate for all investors and therefore, investors should not trade in such products if they don't have the necessary knowledge and expertise in this specific product. There is a high possibility that the virtual currencies values can widely fluctuate (high volatility) and may result in significant loss over a short period of time. It is noted that such products are complex and high risk and as such come with a high risk of losing all the invested capital.

You hereby acknowledge and accept that digital exchanges may introduce trading suspensions or take other actions that may result in the suspension or cessation of trading in such exchanges or the price and market data feed becoming unavailable. This may result in material adverse effect on your positions, including the loss of all invested capital. You may be unable to close or liquidate your positions, or withdraw any funds relating to such positions, until the trading on the relevant digital exchange resumes (if at all). Therefore, you hereby acknowledge and accept that this particular risk is taken into account when you decided to trade on cryptocurrencies and if trading resumes you may potentially loss all your invested capital.

You hereby acknowledge, represent and warrant to us that, when trading to on cryptocurrencies, you fully understand and the specific characteristics and risks related to



these products and that trading in cryptocurrencies and/or CFD's on cryptocurrencies is not appropriate for all investors.

## **28. ETF's**

Trading with ETF's is only available to clients that receive Portfolio Management services.

You will place Orders solely on your own behalf and not on behalf of another person.

You are responsible for the monitoring of all of your Orders entered into our electronic systems until such Orders are confirmed or a cancellation is confirmed by us.

There is no guarantee that your Order will be filled in full or in part. Where a delay occurs for any reason, we will attempt to execute the order as soon as reasonably practicable. You acknowledge and accept that the price may have moved during the time between our receipt and acceptance of your Order and our attempt to execute Order. In these circumstances, the third-party who has provided the quotation to us is not obliged to honour the indicative price you have received and, if that is the case, we may reject your Order. Such movements in price may be in your favour or against you.

The Company will act as custodian and will hold Instruments on your behalf in accordance with any applicable regulations. Instruments (i.e. ETF's) which are held by L.F. Investment Limited for your Account will be registered in the name of the Company, as your custodian or (b) a nominee other than the Company, including a sub-custodian or a recognized depository clearing organization. Your ownership of your financial instruments will be reflected in the Company's records. We will exercise reasonable skill and care in the selection, appointment and periodic review of sub-custodians but we are not liable for their acts, omissions, insolvency or dissolution.

Your Instruments will be registered in the same name as those of other clients (pooled together with other clients' Instruments). If we or our third-party nominee were to become insolvent there may be delays in identifying individual assets, and possibly an increased risk of loss if there should be a shortfall because additional time will be needed to identify the assets held for specific clients.

You remain the beneficial owner of this instruments and money that we hold on your behalf and agree that you will not try to sell, mortgage or otherwise deal in or part with beneficial ownership of the Instruments and money held on your account with us.

You may not be entitled to any interest in respect of instruments and/or money held by us as custodian and any interest may be retained by us.

You will be subject to certain fees and commissions. You agree to pay brokerage commissions, charges, foreign exchange dealing commissions on currency conversions, and other fees promptly, as applicable, to your account and the transactions and Services you receive. You authorize the Company automatically to debit your account for any such commissions, charges, fees and taxes. Additional charges may also be incurred by you in the case of delayed or failed settlement of a transaction. Any such amounts will be your responsibility and where appropriate will be deducted from your account.

For more details please refer to the "Addendum to Terms and Conditions for ETF/Securities Trading".

## **29. Transferable securities**



We will provide Services to you in respect of securities and other financial instruments as specified in our Licence and as appropriate for you.

You understand that, further to the provisions set out herein, all Services and Transactions shall be subject to Rules, regulations, customs and practices from time to time of any trading venue, exchange or other organisation or market, or third party involved in the execution of a Transaction or the provision of a Service and any exercise by any such venue, exchange or other organisation or market, or third party of any power or authority conferred on it (Market Rules).

You understand that provided we comply with our conflict of interest obligations, we will not be required to assess whether any financial instrument or Service is appropriate for you and you will not therefore benefit from the protections, which would otherwise be afforded under relevant conduct of business rules applicable to us where the Services provided or offered at your request consist exclusively of execution or reception and transmission of your orders in the following financial instruments:

- i. shares admitted to trading on a regulated market or in an equivalent third-country market or on a multilateral trading facility excluding shares in non-UCITS collective investment undertakings and shares that embed a derivative;
- ii. bonds or other forms of securitised debt admitted to trading on a regulated market or on an equivalent third country market or on a multilateral trading facility, excluding those that embed a derivative or incorporate a structure which makes it difficult to understand the risk involved;
- iii. money-market instruments, excluding those that embed a derivative or incorporate a structure which makes it difficult to understand the risk involved;
- iv. shares or units in UCITS, excluding structured UCITS;
- v. structured deposits, excluding those that incorporate a structure which makes it difficult to understand the risk of return or the cost of exiting the product;
- vi. other financial instruments that (a) does not give the right to acquire or sell any such Transferable securities or giving rise to a cash settlement determined by reference to transferable securities, currencies, interest rates or yields, commodities or other indices or measures or (b) which you have frequent opportunities to dispose of, redeem, or otherwise realise at publicly available market prices or prices made available, or validated, by valuation systems independent of the issuer; (c) which do not give rise to actual or potential liabilities exceeding the cost of acquiring them; (d) which does not incorporate a clause, condition or trigger that could fundamentally alter the nature or risk of the investment or pay out profile, for example a right to convert the instrument into a different one; (e) which does not include any explicit or implicit exit charges that have the effect of making the investment illiquid even if there are frequent opportunities to realize it; (f) in relation to which adequately comprehensive and readily understandable information is publicly available enabling you to make an informed judgment as to whether to enter into any Transaction.

If any Applicable Regulations or Market Rules are hereafter adopted or altered by any governmental authority, trading venue, exchange or self-regulatory organisation which shall be binding upon us and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of these Terms shall be deemed modified or superseded, as the case may be, by the applicable provisions of such Applicable Regulations or Market Rules and all other provisions of the Terms and provisions so modified shall in all respects continue in full force and effect. For the avoidance of doubt, we will not be obliged to effect any Transaction nor do anything else which we reasonably believe would be contrary to any Applicable Regulations or Market Rules or which we are otherwise prevented from doing by any Applicable Regulations or Market Rules or which would result in the assumption of liability



by us contrary to the terms set out herein. You understand and agree that in no event we shall be obliged to take or refrain from taking any action, which could breach Applicable Regulations or Market Rules.

If any of the conditions offered to you, change during your trading in a manner that will affect in any way your open positions we retain the absolute right to close such positions even without notifying you.

You agree that orders for certain securities and financial instruments may be executed at or after the close of trading. Such Orders may be executed at the average price for the security or instrument during a reference period, as calculated by a third-party pricing service. You agree that we have no control over the methodology used by the third-party pricing service to calculate prices and do not warrant the accuracy of those prices and that we cannot be held liable for suspension or cancellation of Orders caused by a significant disruption in or premature close of trading in the market on which the security or other financial instrument is traded or where the calculation of prices by a third-party pricing service is clearly erroneous.

Any Transferable Securities debited to the securities accounts shall be held by us as custodian, and you hereby appoint us, and we agree to act, as a custodian, in accordance with these Terms with respect to any Securities.

We are authorised under these Terms to act through and hold your Transferable Securities with sub custodians being such other entities as we may appoint as sub custodian. In addition, we and each sub custodian appointed by us may deposit your Transferable Securities with, and hold your Securities in any securities depository on such terms as such systems customarily operate. We reserve the right replace any sub custodians.

We will use reasonable skill, care and diligence in the selection of any sub custodian appointed by us for satisfying ourselves as to the ongoing suitability of such sub custodian, for the maintenance of an appropriate level of supervision over such sub custodian and for making periodic enquiries to confirm that the obligations of such subcustodian to us are discharged in a satisfactory manner.

We are committed to maintain adequate organisational arrangements to minimise the risk of misuse, fraud, poor administration, inadequate recordkeeping or negligence in respect of your Securities. We keep such records and accounts as are necessary to enable us at any time and without delay to distinguish securities held for one client from those held for any other client, and from our own assets. We maintain our records and accounts in a way that ensures their accuracy, and in particular their correspondence to your Transferable Securities. We conduct reconciliations between our internal accounts and those of any third parties with which your Transferable Securities are held.

You shall not be entitled to any fraction or other entitlement arising as a result of us holding your Securities in omnibus accounts, which is not directly referable solely to your holding and such fractions or entitlements shall be at our disposal. On partial redemptions, we shall use whatever method we deem fair to determine how shares will be redeemed.

We do not make any warranties, representations or other statements whatsoever in respect of the validity or sufficiency of the Transferable securities, the enforceability of any rights or interests relating thereto or whether it is appropriate, necessary or desirable to take or omit to take any action in relation thereto, and these matters shall exclusively be your concern.

In respect of Transferable Securities standing to the credit of a securities account, you will be subject to pay to the Company an amount equal to, and in the same currency as, the amount paid by the issuer or, in the case of income in the form of securities, deliver to us Transferable securities equivalent to such securities;



In respect of Transferable Securities standing to the debit of a securities account, the Company will as soon as practicably possible and upon receipt of fully reconciled income paid or otherwise delivered to us by the issuer or its paying agent, pay to you an amount equal to the amount paid by the issuer or, in the case of income in the form of securities, deliver to you Transferable securities equivalent to such Transferable securities. We will credit the relevant cash account in respect of the amount so payable or, as the case may be, debit the relevant securities account in respect of the securities so deliverable.

We will use reasonable efforts to claim dividends and interest payments on your Transferable Securities but will not have any duty to take steps to recover any amounts due in respect of which the issuer or its registrar, paying agent or other agent defaults. Also be aware that such payments as herein described maybe delayed in being recovered as this is not to our handling and or operational power. We will bear no responsibility as to any delays recorded.

Where we, in our capacity as custodian, or any third party holding your Transferable Securities on our behalf, in its capacity as custodian, is legally liable to meet any payment due or to become due in respect of your Securities, you will provide us or such other person (as the case may be) with funds to meet such payment, for value not later than the day on which the call is payable.

### **30. Complaints and Disputes**

Please refer to the [Client Complaint Policy](#).

### **31. Applicable and Governing Law and Applicable Regulations**

If a settlement is not reached by the means described in the Client Complaint Policy, all disputes and controversies arising out of or in connection with the Agreement shall be finally settled in court in Cyprus. This Agreement is governed by the Laws of Cyprus.

Even though we would like to settle any complaints you may have, outside of court, your right to take legal action in a competent court of law remains unaffected by the existence or use of any complaints procedures referred to above.

As a consumer, you are entitled to the protection of the mandatory provisions of the laws of your country of residence. Nothing in this Agreement, including Article 31, affects your rights as a consumer to rely on such mandatory provisions of local law.

Notwithstanding any other provision of this Agreement, in providing Services to the Client the Company shall be entitled to take any action as it considers necessary in its absolute discretion to ensure compliance with the relevant market rules and or practices and all other applicable laws.

All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the Cyprus Investment Firms, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Applicable Regulations in force at the time. Any such measures as may be taken and the Applicable Regulations in force shall be binding on the Client.

### **32. Severability**



Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Market or regulator, that part will be deemed to be amended to the minimum extent necessary so that it is compliant with such rule regulation or law or, and where the aforementioned is not possible, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

### **33. Non-Exercise of Rights**

The Company's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement, or its failure to exercise any or part of any of right or remedy to which the Company is entitled under this Agreement, shall not constitute an implied waiver thereof.

### **34. Assignment**

The Company may at any time transfer, assign or novate any of its rights, benefits or obligations under this Agreement subject to providing previous notification to the Client.

The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement without prior written consent of the Company.

### **35. Introducer**

In cases where the Client is introduced to the Company through an Introducer, the Client acknowledges that the Company is not responsible or accountable or to be held liable for the conduct, representations or inducements of the Introducer and the Company is not bound by any separate agreements entered into between the Client and the Introducer.

In case the Introducer is rewarded for introducing a new client to a Company he is always paid from the Company's funds and the client will not incur any additional fees.

The Company has in place robust controls for the effective oversight of Introducers that may provide information to Company's prospect Clients, aiming to ensure at all times that such information does not impair Company's obligation to act in the best interests of the Client, the Company does not endorse or vouch for the services provided by the Introducers.

The Company provides risk disclosure information to all new Clients when they open an account. Client should read that information carefully and should not rely on any on information to the contrary from any other source, including Introducer. If Introducer or any other third party provides Client with information or advice regarding any of the services provided by the Company (including, without limitations, by courses, programs, research or written or oral recommendations), the Company shall not be held responsible for any loss to Client resulting from Clients use of such information or advice.

### **36. CFD's Trading**



During the course of this Agreement in relation to individual CFD Transactions the Company will receive and transmit Client Orders for execution to a third party, which will be the execution venue and counterparty in the CFD.

Orders may be placed with the Company either on the Company Online Trading System, through the Client's compatible personal computer connected to the internet, or via phone with the use of Access Data.

The Company will be entitled to rely and act on any Order given by using the Client Access Data without any further enquiry to the Client and any such Orders will be binding upon the Client.

The Company shall receive and transmit for execution given by the Client strictly in accordance with their terms. The Company will have no responsibility for checking the accuracy of any Order. Any Order that the Client gives to the Company constitutes an irrevocable instruction to the Company to proceed with the Transaction on the Client's behalf.

Orders can be placed, executed and (if allowed) changed or removed within the Trading Hours and if they are not executed they shall remain effective through the next trading session (as applicable).

All open spot positions will be rolled over to the next business day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.

The Company shall not be obliged to, but may, at its absolute discretion, execute the Client's Orders in respect of any CFD out of normal Trading Hours.

The Company may establish cut-off times for instructions or Orders which may be earlier than the times established by the particular Market and/or clearing house involved in any Transaction and the Client shall have no claims against the Company arising out of the fact that an Order was not placed by the Client ahead of the cut-off time.

Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the Order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all pending orders if the Client Account Equity reaches zero.

For further information as to the execution of order refer to the "[Execution Policy](#)".

### **CFD Stocks**

The Company may, at its own sole discretion, offer CFD's on shares of individual companies listed on various worldwide exchanges ("CFD Stocks") via the Company Online Trading System. The Client acknowledges that the Company Online Trading System is not an exchange or market, and the buying and selling of the CFDs is conducted via the Trading System and the Client shall be unable to transfer such positions out of their trading account. Also, the Client acknowledges they do not hold the actual underlying security when entering in the buying or selling position.

Thus, Company does not notify the Client about any annual general meetings or extraordinary general meetings applicable to the underlying securities and the Client does not have any voting rights attached to the underlying securities.

The Company agrees to promptly inform its Clients of any Corporate Actions in relation to the underlying securities of the open positions held, upon receiving such information from the



liquidity provider or other external third party. The Company does not undertake an obligation to acquire information on Corporate Actions from any other sources other than from its liquidity providers or external third parties.

The Client may be offered to take part in any Corporate Action upon submitting a respective written instruction to the Company, and may be allowed to do so depending on the conditions of such Corporate Actions. In the event the Client obtains information on Corporate Actions on their own, the Client may inform the Company of their wish to take part in the Corporate Action, and the Company shall reserve the right to allow such request and charge the Client a respective fee. The Client acknowledges and agrees that the Company may refuse to execute a Client's instruction for participation in any Corporate Action.

The Company reserves the right in its sole discretion to close out any Open Positions impacted by a Corporate Action in a fair manner, and/or may make any required adjustment, including in price and/or quantity, resulting from the Corporate Action as may be applicable. The Company agrees to promptly inform the Client of the delisting of the security related to the open position held by such Client. For more information regarding fees, commissions and leverage, please visit the Company's website.

### **CFD Futures**

The Company may, at its own sole discretion, offer CFDs on Futures ("CFD Futures") via the Company Online Trading System. The Client acknowledges that the Company Online Trading System is not an exchange or market, and the buying and selling of the CFDs is conducted via the Trading System and the Client shall be unable to transfer such positions out of their trading account. Also, the Client acknowledges they do not hold the actual underlying commodity when entering in the buying or selling position.

The Company, in its sole discretion, sets an automatic rollover to the next contract on the CFD Futures, so that they do not automatically expire.

Whenever an underlying futures contract reaches its expiry date, all open positions and orders will be therefore automatically rolled-over to one of the next futures contracts. In order to nullify the impact on the valuation of the open position, given the change in the underlying instrument's rate (price) for the new contract period, a compensating adjustment ("rollover adjustment") is made to the account.

Pending orders, Stop Orders and Limit Orders will not be adjusted anyhow during or after the rollover takes place. In case the Pending order, Stop Order or Limited Order gets activated due to rollover and the change in price, such order gets executed at the current best available market price.

The "rollover adjustment" can take the form of deducting or crediting certain amount in the form of a balance operation on the trading account, depending on the price difference between the expiring and new contract and based on the contango and backwardation rules.

If the new contract is trading at a higher price, Buy positions will receive a negative adjustment, and Sell positions will receive a positive adjustment. Conversely, if the new contract is trading at a lower price, Buy positions will receive a positive adjustment, and Sell positions will receive a negative adjustment.

The value of the "rolled-over" position then continues to reflect the impact of market movement based on the original opening level, its size and spread.



The “rollover adjustment” includes the compensation for the price difference incurred as a result of the rollover (as defined above), and a 20% additional fee charged by the Company for processing the rollover.

The “rollover adjustment” is always calculated on the basis of the net open position and is converted from the symbol currency to the account currency. Therefore, if a Client has more than one position open in his account in different directions, the sum of their sizes will be concluded and the “rollover adjustment” will be calculated on the basis of the net position.

The dates of the rollovers for each CFD Futures instrument are specified at the Company website.

The Company may, at its sole discretion, with respect to an instrument which has an automatic rollover setting, amend the date of the automatic rollover. In such circumstances, the Company will notify its clients by email, prior to such change.

The Company may, at its sole discretion, with respect to a CFD Futures instrument which has an automatic rollover, remove the automatic rollover and set an Expiry Date instead. Such a change will affect both new positions and existing open positions. In such circumstances, the Company will notify its clients by email prior to such change to any existing trade. However, the Client acknowledges that it is their responsibility to make themselves aware of the specific instrument details available in the instrument properties tab on the Company Online Trading System or on the Company website. In respect of a rollover of an open position, it is a Client’s responsibility to ensure that their trading account has sufficient available funds to cover the “rollover adjustment”

You acknowledge that the trading of certain instruments on the Company Online Trading System may become volatile or illiquid without warning. In such circumstances, it may not be possible to execute orders on Client’s behalf, particularly in the period shortly before an expiry of the current contract of the underlying futures based instrument.

In some circumstances, such as but not limited to, in the event of extremely low liquidity due to pending expiry of a contract, the Company may, in its sole and absolute discretion, roll the Client’s open positions and/or pending orders in some instruments to the next, more liquid contract, or set an earlier Expiry or Rollover Date for those Instruments, and settle all open positions at the current rate on the market at the moment of the expiry.

The Company reserves the right, acting reasonably and in accordance with its regulatory obligations, to require the Client to close out their positions in a timely manner in the event that a trading instrument is removed from the Company Online Trading System. Where transactions remain open for more than 7 days following the Company’s requirement for Clients to close them out, it reserves the right to close such transactions on Client’s behalf at the last available price.

The Client acknowledges and agrees that the Company is free to set:

- the currency, frequency, and other terms related to the “rollover adjustment” (as defined above);
- the cut-off time for performing rollovers on the rollover dates (as defined above) and booking the “rollover adjustments” (as defined above);

For more information regarding fees, commissions and leverage please visit the Company’s website.

### **37. Margin Requirements**



The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company, at its sole discretion, may determine at any time under the Contract Specifications for each type of CFD. It is the Client's responsibility to ensure that he understands how a Margin is calculated.

Unless a Force Majeure Event has occurred, the Company has the right to change the Margin requirements, giving to the Client two Business Days Written Notice prior to these amendments. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

The Company has the right to change Margin requirements without prior notice to the Client in the case of Force Majeure Event. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

If at any time Equity falls below a certain percentage (specified in the Contract Specifications) of the Necessary Margin, the Company has the right to close any or all of the Client's Open Positions without the Client's consent or any prior Written Notice to him. In order to determine if the Client has breached this paragraph, any sums referred to therein which are not denominated in the Currency of the Client Account shall be treated as if they were denominated in the Currency of the Client Account by converting them into the Currency of the Client Account at the relevant exchange rate for spot dealings in the foreign exchange market.

The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a Margin payment when due. Although the Company may make Margin Calls for the Client it has no obligation to do so. Should the Client fail to meet a margin Call and reach the Stop Out level of 50%, the Company has the right to close part or all of Client's Open positions at market price in order to prevent the Client's available funds to go negative. Margin must be paid in monetary funds in the Currency of the Client Account. Non-monetary margin is not acceptable.

The Client undertakes neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.

### **38. Negative Balance Protection**

Despite the Margin call and Stop Out level of 50% protection that the Company offers to the Client, STP broker cannot assure, from the principle of market execution and due to market risk, for example in the events of market gaps or extreme market situations that loss of the client at all times cannot exceed the client's available funds. Thus, in case the client's loss exceeds his available funds (balance of the account will be less than 0), company will protect the negative balance of the Retail client by reimbursing the Retail client and will make a balance correction on his account so the resulting balance on his account is 0.

### **39. Portfolio Management**

Clients wishing to receive the Portfolio Management Services of the Company must enter into a separate agreement, which will be additional and complementary to this Agreement and which can be found on the Site. For the provision of Portfolio Management Services please refer to [Terms of use for Strategies](#) and the [Addendum to Terms and Conditions for ETF/Securities Trading](#).



#### **40. Client Money and Client Account**

Unless otherwise agreed with the Client in writing and to the extent allowed under Applicable Regulations, the Company will deal with any funds that it holds on the Client Account in accordance with the Applicable Regulations. This means that such Client money will be segregated from the Company's own money and cannot be used in the course of its business. Upon receipt of the Client money, the Company will promptly place such money into one or more Segregated Client Account(s).

The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading Transactions from his Client Account(s) under this Agreement) and the Client waives all right to interest.

The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

The Company may hold Client money and the money of other clients in the same bank account (omnibus account).

The Company may deposit Client money with a third party who may have a security interest, lien or right of set-off in relation to that money.

The Company may deposit Client money with a third party for collateral/margin purposes.

Client money may be held on the Client's behalf with an intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty located within or outside Cyprus or the EEA. The legal and regulatory regime applying to any such person outside Cyprus or the EEA will be different from that of Cyprus and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a Segregated Account in Cyprus. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this paragraph.

Moreover, it is understood that the Company may keep merchant accounts in its name with payment services providers used to settle payment transactions of its Clients. However, for the avoidance of doubt, it is noted that such merchant accounts are not used for safekeeping of Client money but only to effect settlements of payment transactions.

According to Applicable Regulations, the Company shall exercise due skill, care and diligence in the selection and appointment and periodic review of the financial institution with which Client money are held. The Company takes into account the expertise and market reputation of such institutions with the view of ensuring the protection of Client's rights, as well as any legal or regulatory requirements or market practices related to holding of Client money that could adversely affect Client's right.

According to Applicable Regulations, for the purposes of safeguarding of Client money, the Company:

- a) shall keep such records and accounts as are necessary to distinguish Clients' assets from its own and of other Clients'; such records shall be accurate and correspond to the Client money;
- b) shall conduct, on a regular basis, reconciliations between its internal accounts and records and those of any third parties by whom those assets are held;
- c) shall at all times keep Client money segregated from the Company's own money;
- d) shall not use Client money in the course of its own business;



- e) shall take the necessary steps to ensure that Client money deposited with a financial institution are held in an account(s) identified separately from any accounts used to hold funds of the Company;
- f) shall introduce adequate organizational arrangements to minimize the risks of the loss or diminution of Client money, as a result of misuse, fraud, poor administration, inadequate record keeping or negligence.

However, it is understood that there are circumstances beyond the control of the Company and hence the Company does not accept any liability or responsibility for any resulting losses to the Client as a result of the insolvency or any other analogous proceedings or failure of the financial institution where Client money will be held.

Moreover, the third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

The Company is a member of the Investors Compensation Fund (ICF). So, depending on his categorization, the Client may be entitled to compensation from the ICF in the event that the Company is unable to meet its obligations as explained in the "[Investors Compensation Fund Policy](#)".

Profit or loss from CFDs trading is deposited in/withdrawn from the Client Account once the Transaction is closed.

If the Client Account has funds of less than minimum initial deposit specified on the Company's website - <https://www.purple-trading.com/account-types/> - for each Account Type as determined by the Company in its discretion from time to time in the Contract Specifications, the Company reserves the right to close the Client Account, notify the Client accordingly and return the balance to the Client after charging the Client any bank or other related charges.

If the Client Account is inactive for six months or more, the Company reserves the right to charge an account maintenance fee of as determined by the Company in its discretion from time to time in the Contract Specifications (depending in the Currency of the Client Account) in order to maintain the Client Account open and any bank or other related charges.

Dormant Accounts are charged a quarterly maintenance fee of 15 USD, 15 EUR, 15 GBP, 350 CZK or the full amount of the free balance in the account if the free balance is less than the above mentioned values. Dormant fee shall be charged upon beginning of each calendar quarter (3 months) thereafter, provided that the account will remain to be classified as dormant. There will be no charge if the free balance is zero. Accounts with a zero free balance may also be closed.

#### **41. Lien**

The Company shall have a general lien on all Client money held by the Company or its Associates or its nominees on the Client's behalf until the satisfaction of the Client's obligations.



#### **42. Netting and Set-Off**

If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then the Company may determine that the mutual obligations to make payment are set-off and cancel each other.

If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged. The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances.

#### **43. Reconciliations**

The Company will carry out reconciliations of records and Client money with the records and accounts of the money the Company holds in the Segregated Client Account(s) on a frequent basis. If a transfer is required to or from the Segregated Client Account(s) this will be done by the close of business on the day that the reconciliation is performed.

#### **44. Deposits and Withdrawals**

The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be accepted by bank transfer, Swift, E-wallet, debit / credit card or any other method of electronic money transfer (where the originator is the Client) acceptable by the Company from time to time. The Company shall credit the Client Account within one Business Day after the amount is cleared in the bank account of the Company with the relevant amount. The relevant amount will be net of any transfer fees or other charges incurred by the Company that are imposed by the Institution (or intermediary involved in the process) that holds the Funds.

The Company will not accept third party or anonymous payments of funds in the Client Account.

The client accepts that the Funds shall be deposited in his/her trading account only if the Company is satisfied that the sender of the Funds is the client or his/ her authorized representative; if the Company is not satisfied as to the above then the Company has the right to reject the Funds and return them to the remitter net of any transfer fees or other charges incurred by the Company, using the same transfer method as the one through which it originally received the Funds.

The Company will affect withdrawals of Client funds upon the receipt of an application for withdrawal made via the Company Online Trading System (if available at the time).

The client accepts that withdrawal of any part of the Funds shall be concluded using the same transfer method and the same remitter as the one which the Company originally received the Funds from; under such circumstances, the Company shall return the part of the Funds requested net of any transfer fees or other charges incurred by the Company.

The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall pay the funds within two Business Days, if the following requirements are met:



- a) the withdrawal instruction includes all necessary information;
- b) the instruction is to make a bank transfer of funds to the account of the Client;
- c) at the moment of payment, the Client's Free Margin exceeds the amount specified in the withdrawal instruction including all payment charges;
- d) client's KYC documents are up to date (not expired).

Withdrawals will only be effected towards the Client. The Company will not to effect withdrawals to any other third party or anonymous account.

The Company reserves the right to request additional information and/or documentation to satisfy itself that the request is legitimate. In addition, the Company reserves the right to reject such a request if it deems that this may not be legitimate. The client accepts that under such circumstances there may be a delay in processing the request.

All payment and transfer charges will be borne by the Client and the Company shall debit the Client Account for these charges.

Clients making both deposit and withdrawals via Wire Transfers will be subject to the transferring bank(s) wiring fees.

#### **45. System Operation**

The System is a trading platform which consists of trading interfaces and/or applications intended for electronic trading transactions and related features (the "System"). The System enables access from different computers, operating systems, browsers, tablets, mobile device etc., to a trading platform owned by a third party or its licensors (collectively, the "Licensor") and intended for electronic trading transactions.

#### **46. Powers and Authorities of the Company**

The Company shall make commercially reasonable efforts to prevent any malfunctioning in the Site's activity. However, in any event of a technical failure (or any other error) in the Site's systems for any reason whatsoever, the Company will be entitled to cancel Your participation in any of the Services, concerning which the malfunctioning has occurred. In such an event, the Company's responsibility and liability will be limited only to the participation fee sum that was paid by You for participating in such Services, and Your Account will be credited accordingly.

The Company shall not be held liable for any technical failures and/or difficulties either on the Company's site or Your site which will shall disable You from reviewing Your Account Balance.

Notwithstanding the contents of paragraph 1 of this Clause herein, in the event of a technical failure, in respect to the services of the platform and the liquidity provider, the Company shall be available to receive Orders from You through the form of e-mail to the Company's designated e-mail address ([emergency@purple-trading.com](mailto:emergency@purple-trading.com)) (hereinafter referred to as "**E-mail order(s)**"). The E-mail orders shall only be acceptable by the Company if the email account used is the email account registered in the Company by You and contains the following information to be completed by You:

- a) Account Number:
- b) Buy/Sell:
- c) Symbol/Instrument:
- d) Lot Value:
- e) Stop loss or Take Profit:



f) Subject of e-mail is “Urgent”

The Company shall arrange for the E-mail orders to be executed as soon as possible from the time of receipt of such E-mail orders and upon the execution of such E-mail orders, the Company shall make available to You an execution confirmation which shall include the price and time stamp of the executed E-mail orders.

The Company reserves the right to cancel, terminate, modify or suspend the Services if for any reason, the Services cannot be conducted as planned, including, but not limited to, infection by computer virus, bugs, tampering or unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Company. If any errors result in awarding payouts to You or in an increase in payouts owed or paid to You, You shall not be entitled to these payouts. You shall immediately inform the Company of the error and shall repay any payouts credited to Your Account in error to the Company (as directed by the Company) or the Company may, at its discretion, deduct an amount equal to those payouts from Your Account or set off such amount against any money owed to You by the Company.

The Company reserves the right to limit, refuse or cancel any trade made by You or through Your Account, as well as cancel any trade (regardless of whether such cancellation was due to actions on Your part or of any third party), where the Company believes that any act of fraud or any other act of bad faith has been taken against the Company or any third party; in which case You will only be entitled to receive the participation fee sum that was paid by You for participating in such trade, and Your Account will be credited accordingly.

#### **47. Reservations concerning Our Responsibility**

We are not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of data or information and any direct or indirect loss which arises from these occurrences. We are not responsible for any problems or technical malfunction of any network or lines, Wi-Fi, Bluetooth, computers, systems, servers or providers, computer equipment, software failure of email on account of technical problems or traffic congestion on the internet or at any web site, mobile site or mobile application. We shall not be responsible or liable to You in the event of systems or communications errors, bugs or viruses relating to the Services and/or Your Account or which will result in damage to Your hardware and/or software and/or data.

In no event shall We be liable for any direct, indirect, incidental, special or consequential damages or damages for loss of profits, revenue, data or use incurred by You or any third party, whether in an action for contract or tort, arising from the access to, or use of, the Site, the Services and/or otherwise, even if We were notified of the danger of such occurrence and/or damages and losses.

We make no representations about the suitability, reliability, availability, timeliness and accuracy of the information, software, products and Services contained and/or offered at the Site for any purpose. All information, software, products and Services are provided "as is" without warranty of any kind. We hereby disclaim all warranties with respect to information, software, products and Services contained or offered at the Site, whether express or implied.

We shall have no liability with respect to any damage or loss that was caused due to reliance, of any type, on the information or any other publication or content appearing at the Site, and You are invited to verify the information published at the Site.

We shall not be responsible or liable for any actions or omissions of internet service provider or any other third party which provides You with access to the Site or Services.



You will use the Site and Service at Your own risk, and We shall not be responsible for any damage or loss You shall incur as a result of modifications, enhancement, termination, suspension or discontinuation of the Site or any of the Services. We will not be responsible for any damage or loss You shall incur as a result of Your use or reliance on the content of any Site, mobile site and/or mobile application to which links appear on the Site.

You will indemnify and hold Us harmless against all direct and indirect claims, liabilities, damages, losses, costs and expenses arising from Your breach of this Agreement and/or Your use of the Site and/or the Services.

We shall have no liability or obligation to assess the appropriateness of You using the Services in Your jurisdiction, and to assess as whether or not You have the necessary knowledge and experience to understand the nature of and risks associated with using the Services. All risks related to using the Site and/or the Services are Your sole responsibility.

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#### **48. Intellectual Property**

All the rights, including the intellectual property rights (i.e., patents, copyright, trademarks, service marks, logos, trade names, know-how or any other intellectual property right) concerning the Site, and all of its content (including, but not limited to, programs, files, video, audio, pictures, graphics, pictures, text and software), and/or Services (collectively the "Rights"), are and shall remain the sole and exclusive property of the Company and/or any of its licensors. You may not use any of the Rights without the express prior written approval of the Company, except pursuant to this Agreement, and You shall not, by using the Services or otherwise, acquire any rights in any of the Rights. Without derogating from the above, You are strictly prohibited from: (i) copying, redistributing, publishing, reverse engineering, decompiling, disassembling, modifying, translating or making any attempt to access the source code of the Services and/or the Site to create derivative works of the source code; (ii) selling, assigning, licensing, sublicensing, transferring, distributing the Services, and (iii) making the Services and/or the Site available to any third party.

Without derogating from the relevant provisions of this Agreement, the System is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The System is licensed, not sold, in the form of a revocable, non-exclusive, non-transferable, non-sublicensable license to use the System strictly in accordance with these terms, including the warranty disclaimers, and the limitations of liability.

Without derogating from the provisions of this Agreement, all ownership, title and intellectual property rights in and to the System (including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the System), are owned by Licensor. You may not modify the System and/or any copyright or trademark included in the System.

Without derogating from the provisions of this Agreement, You may not sell, rent, lease or lend the System. You may not copy, reverse engineer, decompile, or disassemble the System. The System is licensed as a single product and its component parts may not be separated. Without prejudice to any other rights of the Licensor, failure to comply with these terms or violation of these terms may result in suspension or deactivation of your use of the System with or without notice.



#### **49. Advice and Information**

We do not provide advice to You in any manner whatsoever in regard to Your use of the Site and/or the Services, or in regard to any consequences arising therefrom. You are solely responsible for making Your own independent appraisal and investigations into the risks of using the Site and/or Services. You represent that You have sufficient knowledge and experience to make Your own evaluation of the merits and risks of using the Site and/or Services.

Where the Company does provide You with any commentary, marketing materials commentary or other related information this is incidental to the relationship between You and Us, is provided for information purposes only and is provided solely to enable You to make your own investment decisions. Further as the aforementioned is for information purposes only, we cannot warrant and guarantee the accuracy of it. We will not be held liable for any losses, costs, expenses or damages that You may suffer arising from any inaccuracy or mistake in any information given to You.

We are not responsible for the consequences of You acting upon such commentary, marketing materials or other related information.

