

## TERMS AND CONDITIONS

These are the terms and conditions according to which the customer's account will be opened and operated in order to execute currency trading deals and other financial instruments via Billion Forex Ltd (hereinafter "the Company"). The Company operates within the European Economic Area.

Before you begin using our services and setting up your account with the Company must agree to the terms and conditions detailed below (the: "**Agreement**"). By checking the "*I Agree*" box as, you confirm that you agree that this Agreement as binding as if "written and signed by you and delivered to the Company under any applicable law or regulation.

This Agreement is executed by and between Billion Forex Ltd and the Client, a physical or legal person, (the "Client").

This Agreement describes the terms, conditions and risks applicable to your use of our services available under the domain of <https://billionforex.com/> (the "Site"). If you have any questions regarding this Agreement please contact Customer Support.

If these conditions are translated into another language, the English Language version will prevail. The English version is always available on the Company's Internet website <https://billionforex.com/> (the: "**Website**") or by written request to the Company's customers support department.

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## LEGAL USE REQUIREMENTS

1. Client may only use our services if he/she are at the minimum legal age in Client’s jurisdiction and it is legal for the Client to do so according to the laws that apply in Client’s jurisdiction.
2. Client understands that laws regarding financial contracts and foreign exchange trading vary throughout the world, and it is Client's obligation alone to ensure that Client fully complies with any law, regulation or directive, relevant to Client's country of residency with regards to the use of the Company's services. For avoidance of doubt, the ability to access to the Company’s services does not necessarily mean that the Company’s services comply with such laws relevant to Client's country of residency.
3. Company’s Website and services do not constitute an offer or solicitation to any person to utilize the Company's services.

## CLIENT'S REPRESENTATIONS AND WARRANTIES

Client represents and warrants that:

4. If Client is a natural person, Client is of sound mind, legal age and legal competence. If Client is not a natural person, (A) Client is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (B) execution and delivery of this Agreement and performance of all obligations contemplated under this Agreement have been duly authorized by Client; and (C) each person executing and delivering this Agreement and all other transactions contemplated hereunder on behalf of the Client, has been duly authorized by Client to do so.
5. No person other than Client has or will have an interest in Client’s account. Client has full beneficial ownership of all collateral and will not grant any security interest in any collateral to any person without the Company’s prior written consent.
6. Client is not an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, nor any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company.
7. Client will execute and deliver all documents, give all notices, make all filings and take such other actions as the Company, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of the Company or to protect the Company’s interests with respect to any Collateral.
8. Client has read and understands the provisions contained in this Agreement, including, without limitation, the Company’s Risk Disclosure Statement.
9. Client shall not use his Account with the Company for any illegal activity. Client will not use trading robots, expert advisors, or other computer program which were not approved in advance and in written by the Company. Without derogating from the above mentioned, Client is prohibited from using any robots, expert advisors, or other computer program which used to gain an unfair advantage or to abuse any technical error, bug or malfunction or other defect in any software used by Company.
10. Client warrants that he will not attempt to hack, make unauthorized alterations to or introduce any kind of malicious code to the Service or the Website.
11. Client hereby declares that the moneys invested in the Client's account with the Company do not originate from drug trafficking, abduction, or any other criminal activity.

## THE SERVICES

12. The Company shall provide you with access to the Company's trading platform for performing foreign exchange rates ("FX") and/or other over the counter ("OTC") financial instruments contracts such as "contract for difference" ("CFDs") in commodities, metals, currencies and indices (collectively will be called: "Financial Instruments").
13. After approving your account the Company will grant you a non - exclusive, non - transferable and limited personal license to access and utilize your Account. This license is conditioned on your continued compliance with the terms and conditions of this Agreement.
14. Client is obligated to keep passwords secret and solely responsible to ensure that third parties do not obtain access to the password or the company's trading facilities.
15. The Client knows and acknowledges that when he trades CFDs on securities the following provisions shall apply:
  - 15.1. He will not be permitted to receive any benefit from the distribution of dividends or other benefits associated with securities such as voting rights. It is the Client's duty to be aware of the dividend distribution date and thus he is obligated to close positions prior to 22:55 (MT4 Server Time) the last business day before the dividend distribution.
  - 15.2. In addition, the Company may close or adjust CFDs transactions and may cancel these transactions or subtract any profits or benefit generated from these transactions.
16. Client agrees to be conclusively responsible for any instruction received electronically that is identified with Client's password and account number and for any electronic, oral and written instruction to the Company from persons the Company, in its sole judgment, believes to be the Client or authorized by Client.
17. The Company shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by the Company in reliance on any such instructions or on the apparent authority of any such persons.
18. Company reserves the right to suspend, modify, remove and/or add any Service in its sole discretion with immediate effect and without notice and Company will not be liable for any such action.
19. Company forbids the use of all unfair practices when using its Services. If any Client is found to be participating in any form of activities that we consider to constitute as cheating, unlawful or immoral, the Company shall have the right to close the Client's account, cancel or adjust the transactions in the Account and forfeiture or withhold the Account balance.
20. You agree to be fully and personally liable for the due settlement of every transaction entered into under your account with the Company. You agree to indemnify the Company fully in respect to all costs and losses whatsoever as may be incurred by the Company as a result, direct or indirect, of your failure to perform or settle such a transaction.
21. The Company does not provide investment advice. Any market recommendations, signals, information provided by and/or distributed by the Company are general in nature and based on third party information providers. The Company cannot and does not guarantee the accuracy or completeness of information and does not represent that reliance on such information will eliminate the risk inherent in trading Financial Instruments or generate profits, does not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any Financial Instruments. Customer understands and hereby agrees that Customer is capable of, and solely responsible for, assessing the merits and risks of any trade.
22. Company, at its sole discretion, sets volume or other limits on Client's account(s).

## ACCOUNT CREATION/REGISTRATION

23. Client may, subject to the Company's approval, open an account with the Company for receiving the Company's services. Client must enter full and accurate information that the Company asks for on its registration form.
24. The name on your account must match your true and legal name and identity, and the name on the Client's credit card(s) or other payment instruments used to deposit or receive funds in or from your Account.
25. Client confirms that Client has provided true, accurate, current and complete information during the registration process, and that Client has not impersonated any person or entity, or

misrepresented any affiliation with another person, entity or association, used false headers or otherwise concealed Client's identity from the Company for any purpose. To verify your identity, Company reserves the right to request at any time satisfactory proof of identity (including but not limited to copies of a valid passport / identity card and/or any payment cards used) and proof of address (including but not limited a recent utility bill or bank statement).

26. Client must own or operate, directly and indirectly, not more than a single account
27. Should the Company believe that multiple accounts have been opened in favor of the same Client, Company reserves the right to freeze and/or cancel any account and/or transaction executed in any of the accounts.
28. The Account name and password (including answers to any security questions) (the: "Login Details") should not be disclosed to any third party. You are solely responsible for the security of your Login Details. Any person who identifies itself by entering a correct username and password is assumed by Company to be the rightful Account holder and all transactions where the username and password have been entered correctly will be regarded as valid.
29. In no event will Company be liable for any loss you suffer as a result of any unauthorized use or misuse of your login details. If you have lost your Account name, username or password, please follow the web site instructions for a replacement.
30. Client acknowledges that should Client grant trading authority or control over Client's account to a third party ("Trading Agent"), the Company shall in no way be responsible for reviewing Client's choice of such Trading Agent nor making any recommendations or supervision or with respect thereto. If Client gives Trading Agent authority to exercise any of its rights over Client's account, Client understands that Client does so at Client's own risk.

#### **DEPOSIT AND WITHDRAWAL PROCEDURES**

31. Client must maintain, at all times, collateral as margin for securing the transaction in his Account, according to the Company's procedures regarding minimum collateral etc. All deposits must come from a payment instrument from the Client's country of residence and in Client's name. When making a deposit Client must transfer the Company an authentic payment certification, such as a SWIFT confirmation or credit card photocopy, showing the Client's details.
32. Deposits shall be credited to the Client account subject to the Company's identification of the Client's deposit with the Company's bank or other financial institution account.
33. Withdrawals shall be made subject to a proper withdrawal request of the Client, and the closure of the positions in the Client's Account according to the Company's instruction. Withdrawals shall be made to the same credit card or to the same bank account the initial deposits were made, at the Company discretion.
34. As well as any other verification processes we may undertake, we reserve the right to request you to provide additional proof of identity to assist with our Anti Money Laundering policy before processing your withdrawal, including but not limited to: passport number, driving license, photocopy of a valid identity document, utility bill or header of a recent bank or card statement.
35. All payments to and from your account must be paid in the currencies available on the Company's Website.
36. Deposits shall not bear interest (excluding swap calculation when rolling over transactions from one business day to the next). Transactions involved with underlying financial instrument such as securities shall not grant the Client any right to vote, receive dividend or to any other rights associated with such securities.
37. Funds transfers may be debited with exchange rates difference and credit card companies' and bank fees, and therefore it may slightly vary from the initial sum that has been deposited by Client in the account base currency. Client hereby accepts that such variations may occur and hereby affirms that Client shall not seek to object or charge this back.
38. When using alternative payment methods (internet payment vendors; money transfer services; etc.) the Company, at its sole discretion, may set such procedures for acceptance of funds and may execute withdrawals to a facility other than the facility used for the original deposit, in accordance with anti money-laundering regulations.

39. All amounts you withdraw are subject to the transaction limits and any processing fees for deposits and withdrawal methods that we notify you.

#### MARKET INFORMATION

40. Company may make available to you through one or more of its Services a broad range of financial information that is generated internally or obtained from agents, vendors or partners ("Third Party Providers"). This includes, but is not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data ("Market Information").
41. Such Market Information is not intended to serve as investment advice. Company does not endorse or approve the Market Information, and we make it available to Client only as a service for his own convenience. Company and its Third Party Providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of the Market Information, or warrant any results from Client's use or reliance on the Market Information.
42. Client acknowledges that (i) any market information communicated to Client by the Company or by any person within the company, does not constitute an offer to sell or the solicitation of an offer to buy any the financial instruments, (ii) the Company makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information furnished to Client (iii) Client acknowledges that the Company and/or its officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell financial instruments, which are the subject of market information furnished to Client, and that the market position of the Company or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the information furnished to Client by the Company.

#### DEPOSITS AND BONUSES POLICY

43. Client shall provide to and maintain with the Company guarantees in such amounts and in such forms as the Company, in its sole discretion, may require. Company may change its requirements at any time.
44. Client agrees to deposit by immediate wire transfer, or other payment method acceptable to the Company, such additional guarantees when and as required by the Company and will promptly meet all guarantees calls in such mode of transmission as the Company in its sole discretion designates.
45. The Company may at any time liquidate Client's account in any case the guarantees in the Account do not meet the Company's requirements.
46. The Company retains the right to limit the amount and/or total number of open positions which Client may acquire or maintain at the Company.
47. All funds, securities, currencies, contracts and other property of Client which the Company or its affiliates may at any time be carrying for Client (either individually, jointly with other, or as a guarantor of the account of any other person) or which may at any time be in its possession or control or carried on its books for any purpose, including safekeeping, are to be held by the Company as security and subject to a general lien and right of set-off for liabilities of Client to the Company whether or not the Company has made advances in connection with such securities, commodities, currencies or other property, and irrespective of the number of accounts Client may have with the Company.
48. In the event of (a) the death or judicial declaration of incompetence of Client; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Client; (d) insufficient margin/guarantees; (e) Client's failure to provide Company with any information requested pursuant to this Agreement; or (f) any other circumstances or developments that Company deem appropriate for its protection, and in the Company's sole discretion, The Company may Satisfy any obligation Client may have to Company out of any of Client's funds or property in the Company's custody or control; close open position held or carried for Client; and Cancel any or all outstanding orders or contracts in the Client's Account.
49. Bonuses Policy – The Company may offer trading bonuses, in the form of Credits. Unless otherwise agreed, the Bonus is subject to a minimum approved deposit of 1000\$. Profits

accumulated in an Account that was grant with Bonuse(s) shall be eligible for withdrawal subject to 0.1 Standard Lot round turn transactions per \$1 of Profit.

50. In case of the Company grants the Client a Bonus for his first deposit, it shall be removed out of the Account following 30 days from the injection of the Bonus, without notice.
51. Any other credits shall be removed out of an account once a trader exhausts the deposited margin.
52. Such removals of Bonuses may affect the equity and margin level on open positions, possibly causing partial or complete liquidation. This is done automatically by our Risk Management System, which limits the potential losses, but should be observed and planed for by the Client.
53. Trading bonuses are non-transferable between clients and/or different accounts.
54. Company reserves the right to alter, amend or terminate its Bonus program(s), including existing and running programs in the Clients Account, including but not limited, volume requirements, offer period etc., by posting the modified terms on the Website. We recommend you to revisit these Promotion terms regularly. By your continued use of the Website and services you accept any such modified terms.
55. Any dispute not covered by these Promotional Terms will be resolved by our management team in a manner it deems to be the fairest to all concerned. Such decision shall be final and/or binding on all entrants. No correspondence will be entered into.

#### **CHARGES**

56. Client shall pay such brokerage fees, commissions, interest payments and special service and all other fees arising out of the Company providing services hereunder in accordance with the Company fee schedule then in effect. The Company reserves the right to change its fee structure at any time without notice.

#### **TAXCOLLECTION**

57. Client agrees that the Company does not collect, withhold or pay tax for any authority in any form or manner. It is Client's obligation alone to calculate and pay all taxes applicable to the Client. Client agrees that in case the Company is required by the applicable law or authority to deduct tax, it may do so.

#### **COPYRIGHTANDTRADEMARKS**

58. All trademarks, trade names, service marks and logos displayed throughout the Site and Company's trading platform are the property of Company or licensed by third parties. You may not display, use as a link, use as a meta tag, or otherwise use any of the trademarks, trade names, service marks and logos displayed throughout the Site without the prior written consent of the owner of the trademark, trade name, service mark and logo.
59. Further, all other material used by Company, including but not limited to the software, images, pictures, graphics, photographs, animations, broadcast content, videos, music, audio, text (and any intellectual property rights in and to any of the same) is owned or licensed by Company or one of its subsidiaries or associated group companies and is protected by copyright and/or other intellectual property rights. You obtain no rights in such copyright material or trade or service marks and must not use them without Company written permission.
60. Client may not, without limitation, (a) reverse engineer or decompile (in whole or in part) any software available through the Website; or (b) make copies, modify, reproduce, transmit, alter or distribute all or any part of the Website or any material or information contained on it; or (c) resell the Company's services.

#### **RISKDISCLAIMER**

61. Trading in OTC financial instruments such as Forex is considered speculative and risky, suitable only for those sophisticated institutions or sophisticated participants financially able to withstand losses which may equal the value of margins or deposits. Before deciding to

undertake such transactions you should carefully evaluate whether your financial situation is appropriate for such transactions.

62. Trading 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. You acknowledge that trading foreign exchange may result in a substantial or complete loss of funds and therefore should only be undertaken with risk capital funds that are not necessary to the survival or well-being.
63. Without limiting the generality of the foregoing, trading involves risks associated with the following factors:
  - 63.1. Financial instruments trading may be leveraged with funds worth hundreds of times more than the value of your Initial deposit. Therefore a relatively small movement in the relevant market or currency can have a substantial effect on your trade and such movement can quickly result in the loss of your entire Initial deposit.
  - 63.2. Losses may be compounded due to sudden adverse market movements, position build-up, or accumulation of commissions and other charges.
  - 63.3. If the market moves against you and your account moves into deficit, you may be required to pay additional funds into your account if you do not wish to have your positions closed out.
64. Your position with the financial instruments trading may be subject to market volatility risk and prices may change while your position is open. The opening and closing price of contract quoted to you will be derived from the price in the Underlying market for that instrument subject to your proposed trade being at or below the normal market size for that instrument. The size of the difference between our 'buy' and 'sell' prices may change while your contract position is open to reflect changing market conditions. It may, therefore, be the case there is a wider difference between the 'buy' and 'sell' prices you are quoted when closing a contract than when it was opened.
65. Stop-loss Orders and Limit Orders are only available on selected instruments and we are entitled to refuse to accept any Stop-loss Orders or Limit Orders on any instrument. Stop-loss Orders are nonguaranteed unless at the time of placing the order it is expressly guaranteed by us. Moreover, Stop-loss Orders and Limit Orders may be impossible due to certain market conditions or fluctuations or may be vulnerable to Gapping Through. Gapping Through occurs when the market moves rapidly to a price which is worse for you than at the level a Stop Loss order has been placed. This will usually result in your order being filled at a price worse than the price specified in the order.
66. OTC's are not traded on a regulated exchange. There are no guarantees to the credit worthiness of the counter party of your position. Also, there may be certain cases in which trading liquidity decreases, causing trading in commodities, currencies metals and indices to cease, thereby preventing the liquidation of an adverse position which may result in a substantial financial loss.
67. Please be aware of all charges and commissions that apply to you, because this may affect your profit margin.

#### **ABUSIVE OR OFFENSIVE BEHAVIOR**

68. Abusive or offensive behavior will not be tolerated on Company's Website or with any of our staff. Any violation of this policy will result in a suspension of your use of the services or such other action as may be reasonably required by Company to ensure compliance.

#### **FRAUDULENT AND PROHIBITED ACTIVITIES**

69. Company has a zero tolerance policy towards fraudulent activity. If, according to the Company's sole determination, you are found to have attempted to defraud the Company (including but not limited to any chargeback, or other reversal of a payment) or to execute prohibited transactions, Company reserves the right to suspend and/or close your Account and to share this information (together with your identity) with banks, credit card companies, and other such appropriate enforcement agencies.
70. The Company may cancel and / or close arbitrage transactions (risk-free profit), particularly

those where the quotes were not at market prices and / or were in contrasting identity.

71. We reserve the right to void and withhold any or all funds where we have grounds to believe that said funds were obtained while acting in an attempt to defraud the Company.
72. Client is expressly prohibited from posting information or contacting our Clients to offer or promote any offers, products or services without the express written permission of Company.

#### **SYSTEM ERRORS**

73. In the event of any system failure or error ('System Error'), Company reserves the right to adjust or to declare null and void any trade made based on such System Error.

#### **SECURITY REVIEW**

74. You authorize us and our agents to make any inquiries of you and for us to use and disclose to any third party we consider necessary to validate the information you provide to us or should provide to us in accordance with this Agreement, including but not limited to, ordering a credit report and/or otherwise verifying the information against third party databases.

#### **FORCE MAJEURE**

75. The parties shall be released of all responsibilities for partial, full or non-fulfillment, as well as for improper fulfillment of the obligations under this Agreement, if such non-fulfillment or improper fulfillment was a result of extraordinary events, or for the act of any Government or legal authority, or for the failure of or damage or destruction to its computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software.

#### **TERMINATION**

76. You are entitled to close your Account by withdrawing the entire balance from your account and sending an email to the Company. Closure of the Account and termination of the Agreement shall not terminate any outstanding or future debts or obligation towards the Company.
77. Company is entitled to terminate this Agreement with a prior notice to you at the email address you have provided to the Company, and by refunding the balance of your Account, subject to your outstanding or future debts or obligation towards the Company.
78. Provisions of Sections which, by their nature, must remain in effect beyond the termination of this Agreement shall survive any termination.
79. Company reserves the right to terminate this agreement, withhold your account balance, suspend your account, and to recover from such account the amount of any affected payments, if You are in material breach of any of these Agreements or You have performed a 'charge back' or denied any of the purchases or deposits that you made to your Account.

#### **LIMITATIONS AND EXCLUSIONS**

80. THE COMPANY'S INTERNET WEBSITE, TRADING PLATFORM ANY ALL OTHER SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND ITS SOFTWARE PROVIDERS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT INTERNET WEBSITE, TRADING PLATFORM ANY ALL OTHER SOFTWARE ARE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS, FREE OF VIRUSES, ERRORS, OR OTHER HARMFUL COMPONENTS, OR WILL OTHERWISE MEET YOUR NEEDS.
81. Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures,

attacks by hackers and other problems. We do not guarantee that our systems are immune to such problems. It is your responsibility to protect yourself from such problems. Steps you may consider taking to mitigate the vulnerability of your computer system include using firewalls, password protection, and anti-virus programs.

82. You agree that in the case that any order is executed at prices that do not reflect market prices, or an abnormally low level of risk ("mispricing") due to an undetected programming error, bug, defect, error or glitch in our software or any other reason resulting in mispricing (for the purpose of this section the "error"), the Company will not be liable for the resulting errors in account balances and the Company reserves the right to adjust or cancel such transactions. You have a duty to report to the Company any problem, error or suspected system or other inadequacies that you may experience.
83. Company's platform displays indicative price quotes. Client agrees that the prices at which the Company deals at or quotes may or may not be similar to prices on other institution and markets. Furthermore, Client agrees that internet, connectivity delays, and price feed errors sometimes create a situation where the prices displayed do not accurately reflect market rates.
84. Prices may be subject to adjustment due to corporate of financial event which influence the market price of an underlying instrument (for example, dividend distribution or splits on a price of a security).

#### **LIMITATION OF LIABILITY**

85. IN NO EVENT SHALL COMPANY, ITS SOFTWARE PROVIDERS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR INCOME, OR LOSS OF USE OF EQUIPMENT, SOFTWARE, OPPORTUNITY OR DATA).

#### **INDEMNITY**

86. You agree to indemnify, defend and hold harmless us, our third party service providers, our software providers, officers, directors, employees, agents, licensors, suppliers and any third- party information providers to from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Service using your account or that may arise out of or in connection with
  - (a) any breach of this Agreement by you or through a machine on which you access the Website;
  - (b) any of your user-contributed content infringing this Agreement or the rights of any person or entity; or
  - (c) any purchase or other property-related transaction to which you are party or that is entered into in connection with this Site.

#### **COMPLAINTS & NOTICES**

87. If you have any complaints, claims or disputes with regard to any outcome regarding the services or any other activity provided by Company, you must submit your complaint to Company in writing as soon as is reasonably practicable following the event which the claim or dispute refers.

#### **DORMANT ACCOUNTS**

88. In the event that no transaction has been recorded on a Client's account for 6 months Company reserves the right, according to its sole discretion, to perform one or both of the following:
  - (1) to close the account and remit the balance using the last known details of the Client. In this event, if Client cannot be satisfactorily located then any remaining balance shall be forfeited;
  - or (2) to charge such account with handling and account management fee of 5% or 100 \$ per a month, whichever is lower, that shall be deducted from the account balance. No claim shall lie against the Company under the above mentioned events and in the event the balance is fully forfeited in these circumstances.

## **PRIVACY AND DATA PROTECTION**

89. We are committed to protecting the confidentiality of any Client's information, which it may acquire during the course of providing our services. It is the Company's policy not to disclose Client's information to non-affiliated third parties, except with the consent of the Client or when required by law or according to our privacy policy. We may use or share such information with third parties in any of the following limited circumstances and purposes:
90. For the purpose of providing you with Company's services or to pay commissions or fees with respect to client's referral or services provided to the Client by a third party, such as authorized account management etc.; if we have your consent or your request to do so; if we are required to do so by law; if we have a good faith to belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of the Company.
91. We may also use your information in order to improve and customize the content and layout of the website and other materials; to notify you with promotional material and miscellaneous operations; to notify you with any services and products provided by us or by third parties that we think may be of interest to you.
92. Use of Cookies - A "cookie" is a small piece of information sent by a Web server to store in a Web browser so that it can later be read back from that browser. We may use cookies to store some personal preferences for your future visits. Cookies allow us to recognize you more quickly; therefore, your time spent on our site can be more personalized and productive. You'll find that cookies are an industry standard and are used at most major web sites in much the same way we use them here at our Site.
93. You should assume that all use of our web site, chat, emails and telephone calls between you and Company will be recorded. These recordings will be the sole property of Company and may be used as evidence in the event of any dispute or to improve customer care.

## **EXCLUDED TERRITORIES**

94. Company reserves the right to exclude Clients from certain territories from using the Services.

## **DISPUTES**

95. Where there is any dispute concerning a Client's account, Company reserves the right to suspend the Client's account until a resolution is reached. Company takes Client's disputes very seriously and endeavors to take all reasonable steps to investigate and resolve all disputes.

## **GOVERNING LAW AND JURISDICTION**

96. This Agreement, the rights and obligations of the parties hereto, shall be governed by, construed and enforced in all respects to local applicable law. In addition, you must comply with your local applicable law. The Company may, despite the aforementioned and in order to collect funds from the Client or to protect the Company's rights, immediately open legal proceeding in the Client residency jurisdiction and according to the Client residency jurisdiction applicable law.

## **MODIFICATION AND AMENDMENTS**

97. You fully understand and agree to be bound by these Conditions and as modified and/or amended by Company from time to time. Such changes shall have effect immediately upon publication on the Company website.

## **ENTIRE AGREEMENT**

98. This Agreement together with the Client Account Application constitutes entire agreement between the Company and the Client, superseding any and all prior written and oral agreements.