Terms and Conditions

Preamble

FAAD Capital Trust (the Company) offers access to the website and services to clients that accept our Terms and Conditions. By using the website you explicitly confirm that you have read these Terms and Conditions and agree to them. Our obligations are subject to any limits or restrictions which we may agree in writing, and any statutory, regulatory, legal or market requirements. The following terms and conditions apply to all users and in case you require additional information on any of the subjects presented below, feel free to contact our customer support at any time.

You must first read and then accept these Terms and Conditions in order to benefit of the best services provided and the agreement is effective upon acceptance. If you don't agree to the following Terms and Conditions, make sure to inform us.

If we decide to make any amendments, they will be posted online and in order to keep trading on the website, you might be asked to accept the new Terms and Conditions.

In order to be eligible to operate your trading you must be over the age of 18 and to fully understand the risks involved. You hereby acknowledge that you have the knowledge and experience to trade and understand the risks involved. We can't be held responsible for any damage or loss and we are not responsible for verifying whether you possess sufficient knowledge or whether your trading choices are wise. The same conditions apply regarding legal restrictions. You should

understand in full that trading; investments and similar operations are regulated in a different way, throughout the world. The fact that you can access our website and use the tools offered, doesn't necessarily mean that it is legal in your country to do so. Do not abuse the license or services provided to you.

By accepting the Terms and Conditions you will be granted a limited license, but you can't deeplink to the website or copy and resell the materials appearing on the following website. The information provided by us should be used entirely for executing transactions inside or within the operated website.

The present Terms and Conditions state that under no circumstances our employees liable for lost profits or any kind of damage occurring during trading, due to connection to our website, including negligence. In any proven circumstance, our liability is limited in your trading account.

The Preamble to these Terms and Conditions is inseparable part thereof and together with all company policies constitute a binding Agreement between the User and the Company.

You and any person making use of the Site are referred to hereunder as ”User” and/or ”Client”. By accessing, visiting and/or using this Site, any person so doing (hereinafter: ”User” and/or ”Client”) unequivocally and unreservedly expresses his or her binding agreement to any and all of these Terms and Conditions, constituting a binding agreement between the User and the Company, and undertakes to fully comply therewith.

Any and all activity on, with and/or via this Site shall be governed by these Terms and Conditions.

BY USING THIS SITE IN ANY WAY YOU CONFIRM YOUR IRREVOCABLE ACCEPTANCE AND AGREEMENT TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS AND CONDITIONS OR ANY OF THE POLICIES – YOU CANNOT USE THE PROVIDED SERVICES AND PLEASE STOP USING THIS SITE AT ONCE.

1. Use of the Website

1.2. By accessing this Website, the Client signifies his agreement and understanding of the following Terms and Conditions.

1.2. The Client warrants the Company that he is legally entitled to visit the Website and use the information available on the Website.

1.3. The Company reserves the right to change these Terms and Conditions at any time without any prior notice, the Client therefore responsible for regular reviewing of the following Terms and Conditions.

1.4. Revisions of the following Terms and Conditions will be effective when posted. Continued use of the Website after any revisions shall constitute the Client's acceptance of such revisions.

2. Access

2.1. This Website and the information, tools and materials contained, are not intended for distribution or use by any person or entity who is a citizen or resident of any jurisdiction

where such distribution, publication, availability or use would be contrary to the law, regulation or would subject the Company or its affiliates to any registration or licensing requirement within such jurisdiction. In accessing any part of the Website, the Client agrees not to use this Website in such a way that disrupts, interferes or restricts the use of this Website by other users; not to upload, display or transmit any materials through this Website which are false, offensive, defamatory, threatening, obscene, unlawful or which infringe the rights of any other person anywhere in the world.

2.2. User represents that he or she has full legal capacity to enter into legally binding agreements. Users may not make commercial and/or serial and/or automated use of this Site. This Site strictly forbids any use of data mining, data gathering, bandwidth theft, offline browsing plug-ins and software and/or download and/or batch download or access and any access via any software except for the main common and official web browsers.

3. Disclaimer of Warranties

3.1. The Company makes no representations about the results to be obtained from using this Website, the Services, the information or the content.

3.2. The information on this Website is provided on “as is” and “as available” basis. The use of it is the Client’s own risk.

3.3. The company does not warrant the accuracy, completeness, security or timeliness of the content, information or Services

provided on or through the use of the Website, either expressly or by implying, for any particular purpose.

3.4. The company, its licensor and its suppliers, to the fullest extent permitted by law, disclaim all warranties express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fit a particular purpose.

4. Privacy

4.1. The Company's Privacy Policy governs the use of information collected from or provided by the Client at this Website.

4.2. Upon receipt of your application, we may carry out credit or other checks as we deem appropriate from time to time including without limit obtaining references from your bank, employer or credit agencies (if applicable). Credit reference agencies will record details of the search irrespective of whether your application proceeds or not. We reserve the right to carry out further credit checks at anytime whilst this Agreement is in force. You acknowledge and accept that we may use credit scoring methods to assess your application. This may affect our decision on whether to accept the application or whether to alter the way in which your Account will operate.

4.3. You must notify us immediately of any material changes to any of the information set out in your Application Form. In the event that your Application Form is accepted we will open an Account for you and provide you with a user ID and account number. You must not disclose these details to any other

person. In the event that you believe that these details are known by a third party then you will notify us immediately. You will assist us in investigating any misuse of your Account.

4.4. You confirm that we are not obliged to confirm or check the identity of anyone using or quoting your Account.You confirm that we shall be entitled (but not obliged) to make any payments owed to you to one single account for all sums. We may (but are not obliged to) agree to transfer the funds to different Bank Accounts.

4.5. We reserve the right to close or suspend your Account at any time in accordance with the terms of this Agreement.

5. Limitation of Liability

5.1. The Company shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by the Client or any third party, as a result of or which may be attributable, directly or indirectly, to the access and use of the Website, any information contained on the Website, the Client's personal information or material and information transmitted over the Company's system. In particular, neither the Company nor any third party or data or content provider shall be liable in any way to the Client or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any information, or for any actions taken in reliance thereon or

occasioned thereby or by reason of non-performance or interruption, or termination thereof.

6. Intellectual Property and Trademarks

6.1. All trademarks, names, logos and service marks (collectively "The Trademarks") displayed on this Website are registered or unregistered trademarks of the Company or third party that may own the Trademarks displayed on the Website. Nothing contained on this Website should be construed as granting any license or right to use any trademark displayed on the Website without the written permission from the Company or from a third party. Client's use of the Trademarks displayed on the Website, or any other content on the Website, except as provided in these Terms and Conditions, is strictly prohibited.

6.2. The Client may download content only for his personal use for non-commercial purposes but no modification or further reproduction of the content is permitted. The contents of the Website, including any images, text, executable code, and layout design may not be distributed, reproduced, publicly displayed, downloaded, modified, reused, re-posted, or otherwise used except as provided herein without the express prior written permission of the Company. The Client may not, for any reason, distribute, modify, duplicate, transmit, reuse, re-post, or use the content of the Website for public or commercial purposes, including the text, images, audio, and video without a prior written consent from the Company. Anything that the Client transmit to this Website becomes the property of the Company, may be used by the Company for any lawful purpose, and is further subject to disclosure as deemed appropriate by

the Company, including to any legal or regulatory authority to which the Company is subject. The Company reserves all rights with respect to copyright and trademark ownership of all material at this Website, and will enforce such rights to the full extent of the law.

6.3. Certain trademarks, trade names, service marks and logos used or displayed on this Site are registered and unregistered trademarks, trade names and service marks of the Company and its affiliates.

6.4. Other trademarks, trade names and service marks used or displayed on this Site are the registered and unregistered trademarks, trade names and service marks of their respective owners. Nothing contained on this Site grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks, trade names, service marks or logos displayed on this Site.

7. Links and Advertisements

7.1. The Website may include links to other Internet websites or resources as well as for third party advertiser's websites. You acknowledge and agree that the Company shall not be responsible any such external website, resource or advertisement, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites, resources or advertisements. Client Agreement is entered by and between the operator of the Company and the person or legal entity that has applied to open a trading account at the Company's CFD's Trading platform

(the “Client”), according to the terms and conditions detailed herein.

8. Introduction

8.1. This agreement, as well as any legally binding document entered into between the Company and the Client, all as amended from time to time (together: the “Agreement”), set out the terms upon which the Company will deal with the Client in respect to placing orders and trading over financial instruments, on the Company’s trading platform.

8.2. Forex trading is a network of buyers and sellers (The Clients), who transfer currency between each other at an agreed price. It is the means by which individuals, companies and central banks convert one currency into another. And trading in this market, unlike other financial markets such as the New York Stock Exchange, trading in the forex market has no known place nor a central point, as it is one of the so-called markets over the counter.

8.3. Opening an account and usage of the Trading Platform provided by the Company is by limited license given by the Company to the Client. The license is personal, non-transferable and is for persons who are older than 18 years old (or older legal age, if the law applicable to the Client’s jurisdictions requires a higher legal age) and subject to this Agreement. The Client may not transfer, assign, or enable other to make any use of the license, and/or give the Clients access codes to the Trading Account to anyone. Any damage caused to the Client, the Company and any third party due to breach of this

Agreement by Client, shall be under the Client's sole responsibility.

8.4. All services are provided to the client by the Company, which is the management company and the client enters into a contractual agreement with the Company only.

9. Opening of the Trading Account

9.1. The Company will open an account for the Client (the "Trading Account") as soon as reasonably practicable after: (i) the Company has received confirmation that the Client has agreed to enter into this Agreement (such confirmation can be made by checking the "I AGREE" button or link on the Company's website (the "Website"), followed by a completed application form (if applicable) and all other Client's information required by the Company to be provided for full verification.

The Client confirms that Client's information is full, accurate and complete. If there is a change in the information provided by the Client at any time, the Client must notify the Company immediately of any such change.

9.2. The Trading Account will be activated by the Company as soon as the Company has identified the funds credited by the Client to the Trading Account. The Company may activate the Trading Account and permit trading in the Trading Account subject to such limitations, and before full verification has been determined, and to the satisfaction of such further requirements as the Company may impose. In the event that the Trading Account is activated but any such requirements are not complied with, the Company may freeze activity in the

Trading Account. Where a Trading Account is not activated or is frozen, no funds held by the Company in respect of that Trading Account may be transferred back until the Company is satisfied that all Applicable Regulations have been complied with.

9.3. In relation to any Transaction entered into pursuant to the Agreement the Company may act, according to the Company's sole discretion, as principal or as agent on the Client's behalf. Therefore, the Company may act as the counter party to the Clients Trading activity. The Client confirms that it acts as principal and not as agent or trustee on behalf of someone else. 2.4 The Client hereby represents and warrants that his engagement with the Company in this Agreement and his use of the Company's services are in full compliance with the law applicable to the Client.

10. Trading Platform

10.1. The Trading Platform supplied by the Company enables trading in foreign exchange rates of different currencies, commodities, and any other financial instruments made available by the Company (all hereof: "Financial Instruments"). The Trading Platform displays indicative quotes of exchange rates of different financial instruments pairs, based on different financial information systems, as the most updated exchange rates in the international capital markets. For determining the quotes for different time periods, the platform is making mathematical calculations according to known and accepted capital markets formulas. It is acknowledged by both Parties that due to different calculation methods and other

circumstances, different trading platforms and/or markets may display different price quotes.

10.2. The Client can profit from trading forex by buying currency pairs and selling them at a higher price, so the difference between the buy and sell price is the profit that he can generate. When this concept applies to trading currency pairs we can say that is a «long position». There is also another concept of «short position». This is when The Client is able to sell currency pairs at a high price and buy it later at a lower price, so the profit here would be the difference between the selling price and the buying price.

10.3. The Company does warrant that trading in the Trading Account will be available at all times.

10.4. The Client authorizes the Company to rely and act on any order, request, instruction or other communication given or made (or purporting to be given or made) by the Client or any person authorized on the Client's behalf, without further enquiry on the part of the Company as to the authenticity, genuineness authority or identity of the person giving or purporting to give such order, request, instruction or other communication. The Client will be responsible for and will be bound by all obligations entered into or assumed by the Company on behalf of the Client in consequence of or in connection with such orders, requests, instructions or other communication.

10.5. The Company has the right, but not the obligation, to set, at its absolute discretion, limits and/or parameters to control the Client's ability to place orders or to restrict the terms on

which a Transaction may be made. Such limits and/or parameters may be amended, increased, decreased, removed or added to by the Company and may include (without limitation): (i) controls over maximum order amounts and maximum order sizes; (ii) controls over total exposure of the Company to the Client; (iii) controls over prices at which orders may be submitted; (iv) controls over any electronic services provided by the Company to the Client (including ,without limitation, any verification procedures to ensure that any particular order or orders has come from the Client); or (v) any other limits, parameters or controls which the Company may be required to. The Company may, in addition, require the Client to limit the number of open Transactions which the Client may have with the Company at any time.

10.6. The Company does not allow actions or non-actions based on arbitrage calculations or other methods that are based on exploitation of different systems or platforms malfunction, delay, error etc.

10.7. The Company is entitled, by its own discretion, to cancel any trade that has been executed due or in connection with an error, system malfunction, breach of the Agreement by Client etc. The Company's records will serve as decisive evidence to the correct quotes in the world capital markets and the wrong quotes given to the Client; The Company is entitled to correct or cancel any trade based according to the correct quotes.

10.8. Reporting- Client can see his open trades ("Positions") and guarantee funds situation at any time by accessing his Trading Account in the Company's platform and viewing past trade's

reports generated by the Company. No hard-copy reports are sent.

11. Funds

11.1. The Client may transfer funds to the Company with different methods of payment as permitted by the Company from time to time and in any currency (acceptable by the Company), and such funds will be converted and managed in the Trading Platform in US Dollars and/or Euro and/or GBP, as determined by the Company, according to an exchange rate determined by the Company's according to the available market rates.

11.2. When making a bank transfer, the Client must send the Company an authentic SWIFT confirmation, stating full bank account details and proof that the bank account is registered under its name. Non-delivery of the SWIFT confirmation or in case that the details do not conform to the Client's details registered at the Company may result in the funds not being credited to the Client's Trading Account.

11.3. The Funds deposited with the Company by the Client, together with any Profit or other Benefits the Client may be entitled to according to a specific agreement with the Company, shall be used as security to any Transaction, including Trading Losses, Commission and any other fee or debt owed by the Client to the Company, which will be automatically deducted from the Client's equity in the Trading Account. The Client's Funds shall not accumulate any interest or any other benefits. Trading that relate to a reference security shall not grant the

Client any right to dividends, voting, allocations or any other Benefits, but may be subject to adjustments according to financial or corporate events which may have an effect the reference security, such as distribution of dividends, splits etc.

11.4. Repayment of any funds via wire transfer by the Company to the Client will be in the same currency and to the same account/credit card from which the funds were originally transferred, unless the Company has decided, by its own discretion, to return the funds to a different account of the Client.

11.5. The Client declares that all funds that it transfers to the Company do not derive from any criminal or other illegal activity and without any violation of any applicable anti-money laundering laws and regulations.

11.6. The Client will have no claim against the Company and will not hold the Company responsible for any delay and/or differences originating from a credit companies', banks or other financial institutions rates calculation and/or commission and/or any other debit.

11.7. In the case the Client gives an instruction to withdraw funds from the Trading Account, finance department supervises every withdrawal request submitted. Identification documents must be submitted to process any withdrawal. The Company shall pay the specified amount (less any transfer charges, if applicable, see point (5) below) within seven to ten (7-10) Business Days once instructions has been accepted and at the moment of payment, the Client's margin requirements, proof of identity (to ensure safety of client's funds) and due diligence

criteria have been met. The Company may cancel the Client's withdrawal order, if, according to the Company's discretion, the remaining funds (after the withdrawal) shall not be sufficient to secure open Position(s) in the Trading Account.

11.8. The company does not take any responsibility for any delays of withdrawals, due to third party (banks, credit card companies or other service providers) policies, nor any force major events that are not under the company's control.

11.9. The Company shall debit the Client's Trading Account for all payment charges. If the Client has the obligation to pay any amount to the Company which exceeds the amount held in the Client's Trading Account, the Client shall immediately pay such amount upon Company's request.

11.10. The Company shall not provide physical delivery in relation to any Transaction. As mentioned above, Profit or loss is credited to or debited to or from the Trading Account (as applicable) once the Transaction is closed.

12. Fees & Charges

12.1. The Company charges brokerage fees or commissions for executing trades.

12.2. All deposits to the company either by Credit Card or Wire Transfer are not subject to fees from the company. Clients may see fee's charged to them and these charges will be from the clients' bank.

12.3. All withdrawals either by Credit Card or Wire are not subject to fee's. The company pays all fees for wire withdrawals.

12.4. In accordance with the working regulations, your trading account might be charged an inactivity fee. Commissions will be deducted from your account balance monthly, until you resume your account activity, or until the balance reaches zero.

12.5. The Company may introduce additional fees and charges, and may change any existing fees and charges, at any time, by giving the Client not less than 10 Business Days' notice of such changes.

13. Bonus Policy

13.1. The Company may offer a number of attractive reward features, including welcome bonuses, contests and awards to new or existing customers. Bonuses and trading credits rewarded to clients are part of the Company's promotions programs. These bonuses are limited time offers and the terms and conditions associated with any bonus rewards are subject to change from time to time.

13.2. Bonuses and profits that are based, even partially, on use of bonus credit, shall be forfeited in case the Company suspects any act of fraud or breach of the Company's Terms and Conditions by Client.

13.3. In order to withdraw funds from an account that has been credited with a trading bonus, the trader will be required to execute a minimum trading volume of (bonus amount + Deposit) x25.

13.4. Funds can only be withdrawn when the preceding stipulation has been fully met and fulfilled. All trading bonuses are final, and a trading bonus cannot be removed once it has been credited to an account.

14. Privacy and Data Protection

14.1. Due to the nature of the Company's business and relations with the Client, The Company shall hold some personal client information. All data collected, whether it is on paper or on a computer is safeguarded in order to maintain the Client privacy under Data protection laws

14.2. The Company shall be permitted to use and/or disclose the Client Information (a) For internal use, including with affiliated entities; (b) As permitted or required by law; (c) For protection against or prevent actual or potential fraud or unauthorized transactions or behavior (d) For computerized supervision of Client's use of the services, review and/or supervision and/or development and/or maintenance of the quality of services; (e) to protect the Company's rights or obligation to observe any applicable law.

14.3. The Client hereby grants the Company his/her permission to make use of his/her details in order to provide updates and/or information and/or promotion or marketing purposes through the Clients E-mail address or other contact information. Cancellation of this consent shall be performed by providing written notice to the Company, and shall apply to new publications that have not been sent.

14.4. The Client agrees that the Company may record all conversations with the Client and monitor (and maintain a record of) all emails sent by or to the Company. All such records are the Company's property and can be used by the Company, amongst other things, in the case of a dispute between the Company and the Client.

14.5. Affiliation- the Company may share commissions and charges with its associates, introducing brokers or other third parties ("Affiliates"), or receive remuneration from them in respect of contracts entered into by the Company. Such Affiliates of the Company may be disclosed with Client's information.

14.6. The Company's Trading Platform, Website or other services may require the use of 'Cookies'.

15. Advice, Information and Tax

15.1. Where the Company does provide market commentary or other information: (a) this is incidental to the Client's relationship with the Company. (b) It is provided solely to enable the Client to make its own investment decisions.

15.2. The Company shall not be responsible for the consequences of the Client acting upon such trading recommendations, market commentary or other information.

15.3. The Client acknowledges that the Company shall not, in the absence of its fraud, willful 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 information given to the Client.

15.4. The Company is under no obligation to assess the appropriateness of any Transaction for a Client, to assess whether or not the Client has the necessary knowledge and experience to understand the nature of risks associated with the Transactions. All risks related to the above are under the sole responsibility of the Client.

16. Account Balances

16.1. Trading Account balances and statements are displayed within the trading platform made available to the Client by the Company. Common terms definitions can be found on the Company's Website.

17. Closing an account and cancellation of the agreement

17.1. Either party may terminate this Agreement by giving 10 (Ten) days written notice of termination to the other. Either party may terminate this Agreement immediately in any case of any breach of this Agreement or event of Default by the other Party. Upon terminating notice of this Agreement, Client shall be under the obligation to close all open positions, otherwise, the notice shall become void, or the Company shall have the right to close all open positions without assuming any responsibility. Such closure may result in an outcome that would be less favourable for the Client.

17.2. Upon termination, all amounts payable by Either Party to the other Party will become immediately due.

17.3. Termination shall not affect any outstanding rights and obligations according to the applicable law and the provisions of this this Agreement.

18. Limitations of Liability and Indemnities

18.1. THE SERVICES OF THE COMPANY ARE PROVIDED “AS IS” AND “AS AVAILABLE”, AND COMPANY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT ANY AFFILIATED SOFTWARE, SERVICES OR COMMUNICATION THAT MAY BE OFFERED OR USED BY THE CLIENT SHALL ALWAYS BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM TRADING OR THE USE OF THE COMPANY’S SERVICES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

18.2. Client acknowledges and agrees that the Trading Platform follows the relevant market, whether the Client is in front of his computer or not, and whether the Client’s computer is switched on or not, and will exercises the order left by the Client if applicable.

18.3. The Client shall, upon first demand by the Company, compensate the Company from and against all liabilities, damages, losses and costs (including reasonable legal costs), duties, taxes, charges, commissions or other expenses incurred by the Company.

18.4. The Company shall have the right to set-off any amount owed by the Company to the Client, against any debt or other obligation of the Client towards the Company. In any event of Default of Client (voluntary or involuntary insolvency procedures against the Client) all debts, future debts and other obligations of the Client towards the Company shall become immediately due.

19. General Provisions

19.1. The Company has the right to amend the Agreement without obtaining any prior consent from the Client. If the Company makes any material change to the Agreement, it will give at least 10 (Ten) Business Days' notice of such change to the Client. Such amendment will become effective on the date specified in the notice. Unless otherwise agreed, an amendment will not affect any outstanding order or Transaction or any legal rights or obligations which may already have arisen.

19.2. Partial invalidity- If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

19.3. Language, Notices and Complaints – All communications between the Company and the Client will be in English or in any Language, suitable both to the Client and the Company.

19.4. Unless otherwise agreed, all notices, instructions and other communications to be given by the Company via e-mail or

other electronic means, details of which are provided by the Client to the Company. Any complaint shall be directed to the Company's client services department, who will investigate the complaint and make every effort to resolve it. All disputes will be handled within 48 hours of notification.

19.5. The Company shall have the right, in order to collect funds owed to the Company by Client or to protect the Company's rights such as good-name, intellectual property, privacy etc., to immediately bring legal proceedings against Client, in the Client's residency and according to the Client's residency applicable law.

19.6. No Right to Assign- No rights under this Agreement shall be assignable nor any duties assumed by another party except to/by an affiliate of The Company. Upon assignment to an Affiliate of the Company, the terms of this Agreement may be amended to fit any applicable regulation effective upon the assignee, and Client hereby consent in advance to such regulatory modifications to this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors heirs of the Client.

20. Applicable law and jurisdiction

20.1. These Terms and Conditions and will be interpreted in accordance with the proper courts. The Poland courts shall have exclusive jurisdiction to settle any claim or dispute which might arise out of or in connection with these terms and conditions.

21. Identity Verification

21.1. Know your customer policies have become increasingly important worldwide lately, especially among banks and other financial institutions, in order to prevent identity theft, money laundering, financial fraud, and terrorist activity. We holds a zero tolerance fraud policy and is taking all measures possible to prevent it.

Any fraudulent activity will be documented, and all related accounts to it will be immediately closed. All funds in these accounts will be forfeited. WARNING: The company aims to ensure the integrity of any sensitive data it obtains, such as your account information and the transactions you make, using a variety of security measures and fraud controls.

Securing your electronic transactions requires us to be provided with certain data from you, including your preferred deposit method. You must be sure that you can confirm your identity by the provision of documents as required.

If you are unable to do so, this may prevent the activation of an account.

When requesting a withdrawal from your account, we may need you to provide us with appropriate proof of identity, which may include the following (and possibly other) documents:

– A color copy of your valid government issued ID (e.g.,

passport, driver's license, nationl ID card)

– Color copies of your credit/debit cards (both front and back sides, with first twelve numbers covered, clearly showing the name and expiry date on the front and signature and covered masked CVV on the back) used to make the deposit

– A copy of a recent utility bill or bank statement with your name and address (no more than 3 months old)

– Deposit declaration form

All four corners of the documents must be clearly visible with no alterations to the documents. If the name does not appear on the card, we need to see official evidence that the card belongs to the client. If the card belongs to another person, the Cardholder must provide their ID and a utility bill before verification can be completed, and the Cardholder is responsible for signing the Card. Authorization Forms confirming a deposit has been made with the card used.

22. Joint Accounts / Beneficiaries

22.1. If an Account belongs to multiple users or to a corporation, company, partnership or any other corporate body, all beneficiaries or signatories will be required to verify the identity.

23. Linking to this Site

23.1. Creating or maintaining any link from another site to any page on this site, without our written permission is prohibited.

23.2. Running or displaying this Site or any information or material displayed on this Site in frames or through similar means on another Site without our prior written permission is prohibited.

23.3. Any permitted links to this Site must comply will all applicable laws, rules and regulations and ethical conduct on the internet.

24. Copyright Notice

24.1. All texts, graphics, sounds, information, designs, applications, content, source codes and object code files, and other material displayed on or that can be downloaded from this Site are protected by copyright, trademark and other laws and may not be used except as permitted in these Terms and Conditions or with prior written permission of the owner of such material (hereinafter: 'information" or 'data').

24.2. The information on this Site belongs to the Company and/ or its respective affiliates and suppliers and may not be copied or used without prior approval.

24.3. You may not modify the information or materials displayed on or that can be downloaded from this Site in any way or reproduce or publicly display, perform, or distribute or otherwise use any such information or materials for any public or commercial purpose.

24.4. Any unauthorized use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations.

25. Prohibited Activities

We will take reasonable actions to ensure that no user or third party shall use our systems in any of the following ways:

25.1. Fraudulently or in connection with any criminal offense.

25.2. To send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy and/or any other rights.

25.3. To cause annoyance, inconvenience or anxiety.

25.4. To spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.

25.5. In any way which, in our reasonable opinion, is or is likely to be detrimental to the provision of the services of the company or any of our shareholders', and/or affiliates', and/or directors, and/or lawyers, and/or trustees, and/or bankers, and/or customers, and/or business, and/or reputation.

25.6. In contravention of any licenses or third party rights.

25.7. To attempt to interfere with any our services to any user, host or this includes without limitation.

25.8. Flooding of networks.

25.9. DOS (Denial Of Service) attacks of any sort.

25.10. Deliberate attempts to overload a service and attempts to crash a host.

25.11. Any attempt to abuse, manipulate or benefit of an error, software bug, security backdoor or breach, latency differences.

25.12. Resale of services.

25.13. Any sort of automated, cooperative or multi-user operation (explicitly including tandem-trading) to circumvent or exploit the services or systems.

25.14. For transmitting e-mails, code or files which contain computer viruses or corrupted data or trojan horses or tools

which compromise the security of web sites or user data. this explicitly includes spyware and malware of any sort.

25.13. You acknowledge and agree that the list of prohibited activities set out in clause.

25.14. You will not allow to use the system or access to any person who is not a client and will not copy, distribute, publish, transmit, display, modify, prepare derivative works based on, report or otherwise use the system in whole or in part for the use of any other person.

26. Network Security

You shall not:

26.1. Violate or attempt to violate the website security or attempt to interfere the networks, authentication measures, servers or equipment.

26.2. Attempt to circumvent user authentication or security of any host, network or account which includes accessing data not intended to the recipient, logging onto a server where access is not authorized or probing the security of other networks.

26.3. Attempt to gain access to any account or computer resource not belonging to you through company's system and/ or services.

Please note this policy cannot be exhaustive, and additional conditions or requirements may apply at any time due to technological changes, experience, regulations and policies,

including those set in order to prevent money laundering or any fraudelent activities.

Please contact us with any questions, comments or for clarification