# CLIENT AGREEMENT

# TERMS AND CONDITIONS OF BUSINESS

# INVESTMENT ACCOUNT

These are the entire terms and conditions that apply to the access and/or use of our Online Trading Facility. Please read these Terms and Conditions completely and carefully before accessing and/or using our Online Trading Facility. You must read, agree with and accept all of the terms and conditions contained in this Agreement without modifications, which include those terms and conditions expressly set out below and those incorporated herein by reference, before you may become a client of trading.com.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE OR ACCESS OUR SERVICES AND INFORM US IN WRITING IMMEDIATELY.

# CLIENT AGREEMENT
# TERMS AND CONDITIONS OF BUSINESS

**Contents**


Chapter A: Scope of Agreement ..... 5

1. About us ..... 5
2. Electronic Signatures ..... 5
3. Authorization ..... 6
4. Experience and Knowledge ..... 6
5. Legal Restrictions ..... 7
6. Amendments ..... 8
7. Severability of this agreement ..... 9
8. Interpretation ..... 9

Chapter B: Access and Use of our Online Trading Facility ..... 10

9. Limited Access and Use of our Online Trading Facility ..... 10
10. Intellectual property ..... 11
11. Limitations on Investment Guidance and Professional Advice ..... 11
12. Accuracy of information ..... 11
13. Analytical Tools and Market Data ..... 11
14. Means of Accessing and Using our Online Trading Facility ..... 13
15. Restriction of Access and Use of our Online Trading Facility ..... 13
16. Technical Issues ..... 13
17. Manifest Errors ..... 14
18. Infections, Contaminations or Other Destructive Content ..... 15
19. Software ..... 15

Chapter C: Investment Services ..... 16

20. Our services ..... 16
21. Your Investor account ..... 16
22. Eligibility ..... 16
23. Client Categorisation ..... 16
24. Identification ..... 17




**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

Chapter D: Terms of Service ..... 19
25. Services provided ..... 19
26. Execution of Orders ..... 19
27. Placing an Order ..... 19
28. Settlement ..... 21
29. Modifying your order, cancelling your order and any rejection of your order ..... 21
30. Closing an order automatically ..... 23
31. Rules of trading ..... 23
32. Prohibited Trading Techniques ..... 24
33. Transaction Records ..... 24
34. Means of communication and notices ..... 25
35. Recording your communication with us ..... 26
Chapter E: Corporate Events, Interest, Dividend and Voting Rights ..... 26
36. Corporate Events ..... 26
37. Dividends ..... 28
38. Interest ..... 28
Chapter F: Commissions, Fees, and Charges ..... 29
39. Fees and costs of our services ..... 29
40. Other Fees and Charges ..... 30
41. Currency Conversion ..... 30
42. Transfer out fee ..... 31
Chapter G: Your Account(s) with Us ..... 31
43. Your Account(s) ..... 31
44. Payments ..... 33
45. Deposits and Withdrawals ..... 33
46. Deposits by Credit / Debit Card ..... 34
47. Chargebacks ..... 36
48. Right of set off, liens and equitable charges ..... 36
49. Client Money and Assets ..... 36
Chapter H: General Provisions ..... 38


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

50. Conflicts of Interest ..... 38
51. Acknowledgements, representations and warranties ..... 38
52. Further Acknowledgements and Warranties ..... 39
53. How we treat your personal data and privacy ..... 40
54. Investor Compensation Fund ..... 40
55. FATCA and Common Reporting Standard ("CRS") ..... 40
56. Tax Implications ..... 41
Chapter I: Complaint Handling Procedures ..... 41
57. Complaints ..... 41
Chapter J: Indemnity and Limitation of Liability ..... 42
58. Disclaimer and Limitation of Liability ..... 42
59. Indemnification ..... 43
60. Independent Investigation ..... 43
Chapter K: Default ..... 44
61. Event of Default ..... 44
Chapter L: Termination of Client Relationship and Liquidation of Account(s) ..... 45
62. Termination of Client Relationship and Effects ..... 45
Chapter M: Miscellaneous Provisions ..... 46
63. Assignment and novation of this agreement ..... 46
64. The governing law and jurisdiction ..... 47
65. Dispute Resolution ..... 47
66. Interim Relief - Injunctive Relief ..... 47
67. Exceptional events – Force Majeure ..... 47
68. Compliance with CySEC Rules ..... 48
69. Rights of third parties ..... 49


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

## Chapter A: Scope of Agreement

### 1. About us

These Terms and Conditions (hereinafter “Investment Terms”), any express consents given by you from time to time, and any documents we refer to, including the Order Execution Policy, Cookies Policy and the Privacy Policy, all schedules and ancillary documents, form the agreement between you and Trading.com Markets EU Limited ("**Trading.com**", "**we**", "**our**", and "**us**"). We refer to all these documents as the "**Agreement**". For your benefit and protection, you should take sufficient time to carefully read this Agreement as it forms the basis of the legal agreement between us and will govern our relationship from now on. We treat your access to and use of our services and trading platform as acceptance of the terms of the Agreement.

You are responsible for checking our website periodically in order to review the current version of the Terms and Conditions.

Trading.com Markets EU Limited (operating under the trading name "**Trading.com**") is authorised and regulated by the Cyprus Securities Exchange Commission ("**CySEC**") with reference number 256/14. Its registered number is HE 328593 and its registered office and principal place of business is at 5 Eirinis Street, 3042 Limassol, Cyprus.

The CySEC's contact details are as follows:

Office Address: 19 Diagorou Str. CY-1097 Nicosia, Cyprus

Telephone: +357 22506600

Postal Address: P.O BOX 24996, 1306 Nicosia, Cyprus

### 2. Electronic Signatures

2.1. You expressly acknowledge and agree that: (a) by downloading, completing and/or submitting to us the account documentation and forms posted on our Online Trading Facility (hereinafter referred to as the “Registration”) and/or clicking in the appropriate space, or on the *“I Accept”* button, or similar buttons or links as may be designated by us to show your approval and acceptance of this Agreement, and/or (b) by accessing or using, and/or by continuing to access or use, our Online Trading Facility, you are entering into a legally binding contract by and between you and us, and you fully agree to abide by and to be bound by all the Investment Terms set out in this Agreement, as they may apply to you.

2.2. You hereby agree to communications being made, and to the delivery of this Agreement and/or any agreements by and between us, or changes in these Terms and Conditions, via electronic media (including, without limitation, Electronic Messaging, website postings e-mail, or other electronic means) to the extent permitted by Applicable Laws, Rules and/or Regulations. Communications being made via electronic media in order to enter into contracts, place Orders and other records and to the electronic delivery of notices, policies and records of deals initiated or completed through our Online Trading Facility and/or in relation thereto, shall, to the extent permitted by Applicable Laws, Rules and/or Regulations, be treated as satisfying any legal requirement that a communication should be ‘signed’ and ‘in writing’. Accordingly, any such documents that are delivered to you electronically are deemed to be "in writing".

2.3. You hereby expressly acknowledge your understanding that you have the right to withdraw your consent to the electronic delivery and signature of documents at any time by providing prior written notice to us. However, if you revoke your consent, your access to an/or use of our Online Trading Facility may be restricted or terminated, at our sole discretion and without any obligation on our end to provide you with any explanation and/or justification thereof.

## 3. Authorization

3.1. Our Online Trading Facility is available to, and may only be used by individuals, which can form legally binding contracts under the law applicable to their country of residence. Without limiting the foregoing, our Online Trading Facility is *not* available to persons who are under the age of 18, or otherwise under the legal age in their country of residence (hereinafter referred to as "*minors*"), or who, otherwise, cannot form legally binding contracts under the law(s) applicable in their country of residence.

3.2. In accordance with the foregoing, you hereby represent and warrant, without prejudice to any other representations, warranties and/or covenants made under this Agreement: (a) that you are an individual who can form legally binding contracts under the laws applicable in your country of residence; (b) that you are above the age of 18 or otherwise above the legal age in your country of residence; (c) that all of the information provided by you to us for the purposes of, or in the context of, opening an account with us and/or accessing and/or using our Online Trading Facility (in particular, but without limitation, in your Account Opening Application Form(s)) is correct and current; (d) that you have all necessary rights, power, and authority to enter into this Agreement and to perform the acts required of you hereunder; (e) that you are not a politically exposed person and you do not have any relationship (e.g., relative, associate, etc.) with a person who holds or held during the last twelve (12) months any public position; (f) you are not an employee of a Listed Company.

3.3. We do not accept any trading from clients who are employed by a Listed Company. We reserve the right in such cases, in our sole discretion, to impose any restrictions deem appropriate on your trading account(s), including the immediate termination of our business relationship, and thus, the close-out of any open deals without prior notice and without being obliged to provide you with any explanation or justification.

3.4. In agreeing to these Terms and Conditions, you authorise us, or agents acting on our behalf to investigate your credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as we shall deem appropriate to verify such information. You further authorise us to investigate any current and past investment activity, and in connection therewith, to contact such, exchanges, broker/dealers, banks, and others as we shall deem appropriate.

3.5. The Company does not allow the management of its Clients' Account(s) and/or the trading in its Clients' Account(s) by any third party. You hereby expressly authorise us to rely and act on, and treat as fully authorized and binding upon you, any instruction given to us that we believe to have been given by you.

## 4. Experience and Knowledge

4.1. General key risks


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

The key risk of using our services is that you could lose all your money which you have deposited into your Investor account. Therefore, you should not trade or invest money that you cannot afford to lose. It is important that you fully understand the risks involved before deciding to trade with us in light of your financial resources, level of experience, and risk appetite. If required, you should seek advice from an independent financial advisor.

The actual returns and losses experienced by you will vary depending on many factors, including, but not limited to, market behaviour, market movement, and your trade size. The value of your investments may go up or down.

Past performance is no guarantee of future results, and we specifically advise clients and prospects to carefully review all claims and representations made by other traders, advisors, bloggers, money managers and system vendors before making an investment decision on the basis of any of the foregoing.

4.2. Risks associated with using digital trading platform

(a) When you trade on a digital platform, there is a risk that you will lose money as a result of:

i. the failure of your computer/mobile/digital device (including its battery);

ii. a weak internet connection, or a weak mobile connection, which means you may not be able to connect to the trading platform, or if you are able to connect there may be a delay;

iii. hacking or the use of malicious software that allows a third party to gain access to your information and/or assets;

iv. your device being incompatible with the trading platform or system specifications, including due to incorrect settings or system specifications; and/or

v. the failure or malfunction of Trading.com's or your hardware or software.

(b) Some of the features available on the trading platform may not be available if you are accessing the platform on a mobile device or from another country.

4.3. You must monitor your trades

If you believe you have a trade that is not showing on the trading platform or have any other issue or problem with any trade, you should contact us immediately.

## 5. Legal Restrictions

5.1. We may not provide all of our services to customers domiciled in certain countries due to restrictions under Applicable Law, or restrictions under our internal policies (these are known as "**restricted countries**"). If you are a resident of a restricted country, you may not be able to access some or all of our services. We may change the list of restricted countries, as well as the services that are available in a restricted country, from time to time.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

5.2. We will not accept applications for Investor accounts from residents of the United States of America, as well as other countries as required by Applicable Law, or required by our internal policies from time to time (these are known as "**blocked countries**"). We may change the list of blocked countries from time to time.

5.3. Our services will not be available in a blocked country. If you are travelling to a blocked country, you will not have access to your Investor account or any of our services while you are there. This restriction applies even if you do not normally reside in the blocked country. Importantly, we are not liable for any loss which results from your inability to access our platform because you are in a blocked country, or if caused by circumstances outside of our control.

5.4. Without limiting any of the foregoing, our Online Trading Facility is not available where it is illegal to access and/or use, and we reserve the right to refuse, decline and/or cancel our Online Trading Facility and/or any part or component thereof, at our sole discretion and for any reason, at any time, without being obliged to provide you with any explanation or justification thereof. In that regard, you understand that the laws regarding financial instruments, including transferable securities and units in collective investment undertakings, vary throughout the world, and that it is your, and only your obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your country of residency, with regard to accessing and/or using our Online Trading Facility. For avoidance of doubt, the ability to access our Online Trading Facility does not necessarily mean that our Online Trading Facility, and/or any activities you may undertake through it, is/are legal under the laws, regulations or directives relevant to your country of residency.

Our Online Trading Facility does not constitute, and may not be used for the purposes of, an offer and/or solicitation to anyone in any jurisdiction in which such offer and/or solicitation is not authorized, and/or to any person to whom it is unlawful to make such an offer and/or solicitation.

## 6. Amendments

6.1. We may make changes to these Investment Terms from time to time. For example, we might need to add new terms, or amend existing terms to reflect changes in:

(a) our business, services or products or how we provide them;

(b) the systems we use; and/or

(c) Applicable Law or regulation or industry recommendations.

6.2. We may also make changes for reasons not set out here.

6.3. If we add a new term or change an existing term in these Investment Terms, we will take reasonable steps to provide you with appropriate notice, including via our website and/or platform. You will be deemed to accept and agree to the changes if you continue to use the services after the publication of any changes. We will treat you continuing to use our services as you agreeing to the changes, but you can cancel your Investor account with us at any time.

6.4. There might be times when we don't tell you about a change to these Terms and Conditions, for example, if a change does not disadvantage you.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

6.5. A copy of the most up to date version of these Terms and Conditions are available on our website.

6.6. We may modify, suspend or discontinue, temporarily or permanently, all or any part of our services with or without notice. We reserve the right, at any time and for any reason, to discontinue, redesign, modify, enhance, change, patch the software, the platform, and/or the services, including without limitation, the structure, specifications, 'look and feel', navigation, features and other elements of the software and/or the services or any part thereof. You agree that we will not be liable to you or to any third party (for whom you may be acting) for any modification, suspension or discontinuance of all or any part of our services.

**7. Severability of this agreement**

If any court or relevant authority finds any part of these Investment Terms to be invalid or unenforceable, the remaining parts of the Investment Terms will remain in full force and effect.

**8. Interpretation**

The annexes, appendices, addenda, attachments, schedules and exhibits and the Pre-amble and Recitals set forth hereinabove form an integral part of this Agreement and shall be construed as having the same full force and effect as if they would be expressly set forth in the body of this Agreement.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

## Chapter B: Access and Use of our Online Trading Facility

### 9. Limited Access and Use of our Online Trading Facility

9.1. Subject to the Investment Terms set forth herein, we hereby grant you a non-exclusive, revocable, non-transferable, limited and personal license (which is incapable of sub-license or transfer by you, without our express prior and written agreement) to access and use our Online Trading Facility in accordance with these Terms. This access is conditioned on your continued compliance with the Terms and Conditions set forth in this Agreement.

9.2. Our Online Trading Facility is intended for your personal, non-commercial use only, unless we have expressly agreed otherwise beforehand and in writing. You agree to use the information received from our Online Trading Facility (and/or from any other of our information systems) for the sole purpose of entering into and executing deals through our Online Trading Platform.

9.3. It is your obligation to keep your Account numbers, usernames and passwords strictly confidential. You acknowledge and agree that any Instruction or communication transmitted via our Online Trading Facility by you or on your behalf, or through your Investor account, is made entirely at your own risk. You hereby expressly authorise us to rely and act on, and treat as fully authorized and binding upon you, any Instruction given to us that we believe to have been given by you.

9.4. Because all servers have limited capacity and are used by many people, you agree not to use our Online Trading Facility in any manner that could damage or overburden any of our servers, or any network connected to any of our servers and not to use our Online Trading Facility in any manner that would interfere with any other party's use of our Online Trading Facility.

The License granted under this Agreement will be terminated with immediate effect if we believe that any information provided by you, including, without limitation, any identification evidencing nationality, residence, contact details, including without limitation your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any Terms of this Agreement and/or any rules and/or guidelines imposed by us, or if we were to establish that you have abused in any way through our Online Trading Facility.

9.5. Without prejudice to any other provision within this Agreement, the Company reserves the right to terminate your business relationship with the Company with immediate effect, in case where you do not provide, within a reasonable timeframe as this may be determined by the Company, any required data/information and/or documentation requested by the Compliance Department and/or in case you fail to pass any internal assessment procedures for the purpose of complying with the applicable laws and regulations (e.g., AML and KYC legislation).

9.6. Upon such violation, you agree to cease, with immediate effect, accessing and/or using our Online Trading Facility. You agree that, under these circumstances, we shall be entitled, at our sole discretion and with or without prior notice and without prejudice to any other remedies we may have under this Agreement, to terminate your access to our Online Trading Facility, close any and all of your open positions and/or remove and discard any related information or content within our Online Trading Facility.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

## 10. Intellectual property

10.1. All content included in or made available through the services and the trading platform, including but not limited to all copyright, trademarks, patents, service marks, domain names, trade names, rights in designs, software code, icons, logos, characters, layouts, rights in know-how, trade secrets, buttons, colour scheme, graphics and other intellectual property rights ("**IP**") is the property of Trading.com , its affiliates or its licensors and is protected by local and international intellectual property laws and treaties.

10.2. Subject to the terms and conditions of the Agreement, we hereby grant you a limited licence to install and use the platform, solely for your personal use and benefit in accordance with the terms of the Agreement.

10.3. If any third-party software is included within the platform, then such third-party software shall be provided subject to the terms of the Agreement. You shall fully comply with the terms of any third-party software licences that we provide you with from time to time. Please note we do not provide support for third party software or information provided thereon.

## 11. Limitations on Investment Guidance and Professional Advice

11.1. You will be responsible for all investment decisions and actions with respect to the trades that you enter into. This includes, but is not limited to, opening, closing, or not opening or closing, a deal. We will not advise you on the merits or suitability of any deal.

11.2. We do not provide personalised investment recommendations or investment or tax related advice. Any explanation or information which we give to you as part of a deal, or about the performance of the deal should not be considered as advice.

11.3. We will not provide you with any tax advice. If you are unsure about the tax implications of entering into any deal with us, you should seek independent professional tax advice.

## 12. Accuracy of information

The services, the platform, and the information we provide on the platform, are provided "as is" and "as available", without any representation or warranty of any kind, including that it will be without interruption, error free, or will meet your individual requirements, or compatible with your hardware or software, except as otherwise set out in this Agreement. The information and content on our platform are subject to change without notice. While we have taken reasonable steps to ensure the accuracy of the information we provide on our platform, we do not, however, guarantee its accuracy, and will not accept any liability for any loss or damage that may arise directly or indirectly from the content.

## 13. Analytical Tools and Market Data

13.1. At certain times, we may provide various analytical tools (such as market data, exchange rates, news, headlines and graphs), links to other websites, circulate newsletter and/or provide you with third parties' information on our Online Trading Facility, for your convenience only. By doing so, we are not endorsing, giving any representation, warranting, guaranteeing or sponsoring the accuracy, correctness, timeliness, completeness, suitability of such information for you and/or as to the effect


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

or consequences of such information on you. Such information and tools are provided solely to assist you to make your own investment decisions and does not amount to investment advice or unsolicited financial promotions to you.

You understand that we are not obligated to continue to provide the above mentioned tools and information and we may remove such informational tools from our Online Trading Facility at any time.

13.2. Any information or material placed on our Websites by third parties ("Third Party Content") reflects solely and exclusively the views, and are the responsibility of, those who post such information or material, and do not represent our views and/or those of our Associates. Such information is not to be considered as constituting a track record. Past performance is no guarantee of future results and we specifically advise clients and prospects to carefully review all claims and representations made by other traders, advisors, bloggers, money managers and system vendors before making an investment decision on the basis of any of the foregoing.

13.3. Subject to clause 13.4 below, Trading.com and its employees, agents, delegates or associates will not be liable for any:

(i) action or inaction we take in accordance with our rights under this Agreement, including but not limited under sections 26, 27, 46.1, 59.1 and 65.1;

(ii) event due to circumstances beyond our control including, any "Exceptional Event" occurring, as defined in clause 65.1;

(iii) action taken by any government or regulatory body, legal authority, technical delays, technological malfunction, loss of data and records, destruction of hardware;

(iv) action taken by us as a result of a breach of the Agreement by you;

(v) act or omission of any third party including for any information provided by a third party;

(vi) action taken by us as a result of Applicable Law;

(vii) damage, costs, loss, liability, claims for compensation, or expense incurred or suffered by you, directly or indirectly under or in connection with this Agreement;

(viii) damage, costs, loss, liability, claims for compensation, or expense incurred or suffered by you, directly or indirectly, under or in connection with trading on a platform as set out in clauses 4.2 and

(ix) damage, costs, loss, liability, claims for compensation, or expense incurred or suffered by you, directly or indirectly, under or in connection with any planned or essential maintenance to our systems, which includes the platform.

13.4. Notwithstanding the above:

(i) we would be liable for your losses only to the extent your loss is due to our gross negligence, wilful default, and/or fraud; and


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

(ii) nothing in this Agreement shall exclude or limit our liability or responsibility to you for any liability that cannot be excluded or limited under Applicable Law.

## 14. Means of Accessing and Using our Online Trading Facility

14.1. You shall be solely responsible for providing and maintaining the means by which you access and use our Online Trading Facility, which may include, but shall not be limited to, a personal computer, modem and telephone or other access line.

14.2. You agree that we shall not be liable, in any manner whatsoever, to you in the event of failure of or damage or destruction to your 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.

14.3. You have not and will not upload or transmit any malicious code to the trading platform or otherwise use any electronic device, software, algorithm, and/or dealing method or strategy that aims to manipulate any aspect of our platform or the services; and

14.4. You agree that in the case that any Deal is entered into at prices that do not reflect relevant Market Prices, or that is acquired or sold at an abnormally low level of risk ("mispricing") due to an undetected programming error, bug, defect, error or glitch in our Online Trading Facility and/or any related software, or for any other reason, resulting in mispricing (for the purpose of this clause the "error"), we reserve the right to cancel such Deals upon notifying you of the nature of the computer error that led to the mispricing. You have a duty to report to us any problem, error or suspected system or other inadequacies that you may experience.

14.5. Without prejudice to any other provisions of this Agreement, should execution errors occur, which may include, but are not limited to, a dealer's mistype of a quote, a quote or trade which is not representative of the then prevailing Market Prices, an erroneous Price Quote from us or any third party such as, but not limited to, an erroneous Price Quote due to failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors, we will not be liable for the resulting errors in your Account balances. In the event of a quoting or execution error, we reserve the right to make the necessary corrections or adjustments on the Account involved. Any dispute arising from such quoting or execution errors will be resolved by us in our sole and absolute discretion.

## 15. Restriction of Access and Use of our Online Trading Facility

15.1. You understand that while the Internet and the World Wide Web are generally reliable, technical problems or other conditions may delay or prevent you from accessing and/or using our Online Trading Facility.

## 16. Technical Issues

16.1. We shall not be liable, and you agree not to hold or seek to hold us or any of our Agents or Third Party Service Providers, liable for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects, including, but not limited to, any temporary

disruption of your trading activity for no more than thirty (30) minutes that may occur during the timeframe when the daily/monthly reports are generated (i.e., dependency of the platforms functionality on our third-party platform providers and are not in the Company's control).

16.2. We do not represent, warrant or guarantee that you will be able to access and/or use our Online Trading Facility at all times or locations of your choosing, or that we will have adequate capacity for our Online Trading Facility as a whole or in any geographic location.

16.3. We do not represent, warrant or guarantee that our Online Trading Facility will provide uninterrupted and error-free service.

16.4. We do not make any warranties or guarantees with respect to our Online Trading Facility and the content thereof, including, but not limited to, warranties for merchantability or fitness for a particular purpose.

16.5. Without prejudice to any of the forgoing, we shall not be responsible for an impossibility to execute Orders and requirements due to failures in the operation of informational systems caused by technical faults, which are beyond our control.

## 17. Manifest Errors

17.1. A "Manifest Error" means a manifest or obvious misquote by us, or any market, exchange, price providing bank, information source, commentator or official on whom we reasonably rely, having regard to the market conditions at the time an Order is placed.

17.2. When determining whether a situation amounts to a Manifest Error, we may take into account all information in our possession including, without limitation, information concerning all relevant market conditions and any error in, or lack of clarity of, any information source or announcement.

17.3. We will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards you but the fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an Order placed with us (or that you may have suffered or may suffer any loss of profit, consequential or indirect loss) shall not be taken into account by us in determining whether there has been a Manifest Error. We reserve the right, without prior notice, to:

(a) amend the details of such a Transaction to reflect what we reasonably consider in our discretion, acting in good faith, to have been the correct or fair terms of such Transaction if the Manifest Error(s) had not occurred;

(b) If you do not promptly agree to any amendment made which we propose under this clause (which we will notify you of via the Trading Platform) we may void any Transaction resulting from or deriving from a Manifest Error, such that the result is the same as if it had never been made; and/or

(c) not take any action at all.

17.4. We will not be liable to you for any loss, cost, claim, demand or expense that you suffer (including loss of profits or any indirect or consequential losses) resulting from a Manifest Error, including where the Manifest Error is made by any information source, commentator or official upon whom we


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

reasonably rely, or from our decision to do anything under sub-clause 17.3 above, except to the extent that it is caused by our own fraud, wilful default or gross negligence.

17.5. If a Manifest Error has occurred and we choose to exercise any of our rights under sub-clause 17.3, and if you have received any monies from us in connection with the Manifest Error, those monies are due and payable to us with immediate effect, and you must return an equal sum to us without delay.

17.6. We reserve the right to refuse any trades placed by you that we judge to be clearly outside the prevailing market price such that they may be deemed non-market price transactions, whether due to Manifest Error or stale, incorrect or broken price feeds.

## 18. Infections, Contaminations or Other Destructive Content

You understand that we cannot and do not guarantee or warrant that files and/or Software available for downloading through our Online Trading Facility will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining means external to our Online Trading Facility for the reconstruction of any lost data.

## 19. Software

19.1. Our Online Trading Facility may contain software that is provided for downloading (hereinafter referred to as “Software”). You acknowledge and agree that we make no warranty whatsoever that any Software downloaded onto your computer equipment from or through our Online Trading Facility or elsewhere will be compatible with, or operate without interruption on, your computer equipment, nor do we warrant that any such Software is or will be uninterrupted, error free or available at all times. Our Online Trading Facility is not associated with the Software it may provide for download and we cannot be held liable for issues or faults that arise from the download or use of any such Software.

19.2. You further understand and agree that your download and/or use of any Software may expose you to risks associated with the download and/or use of software that may not be compatible with your computer equipment. You hereby agree to accept such risks, including, but not limited to, failure of or damage to, hardware, software, communication lines or systems, and/or other computer equipment. We expressly disclaim any liability with respect to the foregoing, and you hereby agree to fully indemnify, defend and hold us harmless from any and all damages, liabilities, losses, costs and expenses that may arise therefrom.

19.3. Each Software application downloaded from or through our Online Trading Facility includes a specific personal license to use such Software in accordance with the Terms and Conditions set forth herein. Any Software downloaded from or through our Online Trading Facility is subject to the Terms of the specific software license accompanying such download, in addition to these Terms and Conditions.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

## Chapter C: Investment Services

### 20. Our services

20.1. We provide our Investment Dealing Services for dealing in transferable securities (e.g., shares) and units in collective investment undertakings (e.g. ETFs) on an execution-only basis, meaning that all investment decisions are taken solely by you. The latter means that only you should determine your Investment strategies and choices, are responsible for your orders and you should regularly monitor your investments. As per section 11 of this Agreement, we will not offer to you any advice or recommendations regarding our Investment Dealing Services.

20.2. We do not offer the option for joint accounts and thus, you are not allowed to have a joint account. You acknowledge that you are not allowed to have more than one Investor account under your name and if by any mean and due to any error you achieve to create more than one Investor account, we reserve the right to consider this as if you are in breach of this clause and we reserve the right to terminate all your accounts.

### 21. Your Investor account

21.1. To apply for an Investor account, you will need to complete an online application form and provide us with information that we request, so that we can identify you, verify your identity, and conduct fraud checks, sanctions checks, anti-money laundering and counter-terrorism checks, and any other checks as required by Applicable Law and / or our internal procedures. This means we will require you to provide us with personally identifiable information, the countries where you are a tax resident, confirmation of whether or not you are a US citizen or whether or not your place of birth is in the US or any other information which will be required under Applicable Law.

21.2. You will also need to provide us with information so we can assess whether the Investment services are appropriate for you. Please refer to sections 22 and 24.

### 22. Eligibility

22.1. Before you trade in a complex product, we are required to conduct the Appropriateness Assessment to assess whether the product is appropriate for you. We do this by obtaining from you information about your investment knowledge and experience in trading such products and assessing that information.

22.2. The Appropriateness Assessment is performed on the basis of information and documents provided by you, and we may rely upon such information and documents. We are not responsible for any damages or losses which may arise from any inaccuracies in the information you provide. In addition, you must immediately notify us of any changes to the information which you have provided, and to provide us with up to date, accurate and complete information to enable us to conduct Appropriateness Assessment, at our request.

### 23. Client Categorisation

23.1. We will classify you as a retail client for the purposes of the services unless we classify you as a professional client or an eligible counterparty based on the information that you provide to us when


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

you apply for an account. Retail clients are given the highest level of protection under Applicable Law.

23.2. You may request that we re-categorise you as a different type of client, but we would not be obliged to do this. If you are re-classified as a professional client or an eligible counterparty, you may lose certain protections. In these circumstances, we will provide you with a Client Categorisation Notice, setting out the regulatory protections that you will keep, as well as those that you will lose. If a term of the Client Categorisation Notice conflicts with, or is different to, a term in this Agreement, the Client Categorisation Notice will apply.

23.3. For more information on how we classify clients, please refer to our Client Categorisation Policy which is available on our website.

## 24. Identification

24.1. We are obligated by law to confirm and verify the identity of each person who registers on our system and opens an Account with us; therefore, as part of our obligations to comply with applicable "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation", you will be prompted to provide us with the following information when you register with us:

(a)name; (b) address/ residency; (c) date of birth; (d) nationality; (e) contact information; (f) payment instructions; (g) any other personally identifiable information that we may ask for from time to time, such as a copy of your Passport and/or other identifying document; and (h) any other information as required by applicable laws and regulations (e.g., CRS, FATCA, MiFIR, etc.).

24.2. You must provide us with true and complete information to us at all times; including but not limited to, the information/documentation stated in sub-clause above. If any of the above statements is untrue or inaccurate with respect to you, please inform our Customer Support team immediately.

24.3. You hereby expressly acknowledge and agree that the penalty for providing untrue, inaccurate, misleading or otherwise incomplete information is your immediate breach of these Terms and Conditions. As such, we reserve the right to suspend and/or terminate your Account promptly and to suspend and/or prevent you from accessing and/or using our Online Trading Facility, without prejudice to any other rights and/or remedies we may have under and/or pursuant to this Agreement.

24.4. From time to time you may be requested to provide us with certain documents to verify the details of the credit/debit card used by you to deposit funds to your account. Subject to our satisfaction from such documentation checks, you may or may not be permitted to deposit further funds by recurring credit card or other means of payment.

24.5. We may elect to provide you with documentation, information and communications in various languages. By accepting these Terms and Conditions you acknowledge and confirm that our official language is English, and in the event of any discrepancy or inconsistency between any documentation, information and communications in any language other than English and the same in English, the English documentation, information and communications shall prevail.

24.6. We further reserve the right to investigate, at any time, at our sole discretion, and for any reason, without being obliged to provide you with any explanation or justification, any activity that may violate this Agreement, including, but not limited to, any use of software applications to access our Online Trading Facility, and/or any engagement in any activity prohibited by this Agreement. We shall NOT

be responsible (a) for anything related to trading activities on or through our Online Trading Facility, nor (b) for the manner in which you conduct your trading activity on or through our Online Trading Facility; in particular, but without limitation of the generality of the foregoing, we shall NOT be responsible for any of the following situations: (a) unauthorized real money transactions; (b) unauthorized real money transactions conducted by unauthorized Minors; (c) physical Verification that you possess the proper knowledge and/or experience to use our Online Trading Facility. We will not be responsible in any way (including for damages and losses caused by the use of our Online Trading Facility) if you use our Online Trading Facility without the proper knowledge, and we reserve the right to asses and reassess your knowledge and experience to use our Online Trading Facility at any time, at our sole discretion.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

## Chapter D: Terms of Service

### 25. Services provided

25.1. Under these Terms, we may we provide you, as our client, with any of the following services ("Services"):

- Reception and transmission and execution of Orders ("Orders") on behalf of clients, in relation to transferable securities (e.g., shares) and units in collective investment undertakings (e.g. ETFs);
- Dealing on own account;
- Safekeeping and administration of Financial Instruments, including custodianship and related services; and,
- Foreign exchange services where these are connected to the provision of investment services.

As part of our Services, we will use reasonable commercial efforts to supply you with the informational and technical means to access and use our Online Trading Facility, and provide you with market access and trade execution services ("Transactions") in Supported Financial Instruments in a twenty-four-hour mode of operation, from Sunday 22:05 UTC to Friday 21:50 UTC, except on official public holidays, subject to the markets which affect the instrument being traded.

### 26. Execution of Orders

26.1. Trading services are provided by us on an execution-only basis in accordance with our Order Execution Policy. This means that you will be responsible for all investment decisions and actions with respect to the trades that you enter into. This includes, but is not limited to, opening, closing, or not opening or closing, a transaction. We will not advise you on the merits or suitability of any transaction. All transactions we enter into with you or execute on your behalf will be placed and executed in accordance with the terms of our Order Execution Policy, a copy of which is available on our website.

26.2. We are required to take sufficient steps to achieve the best possible result for you, on a consistent basis, when providing our services, this is called best execution. Our Order Execution Policy sets out the procedures that we follow as well as the relevant market factors that we take into account as part of our best execution obligation. This policy, which may be amended from time to time, forms part of our Agreement with you and is available on our website https://www.trading.com/eu/legal .

26.3. We monitor the effectiveness of our Order Execution Policy on a regular basis to ensure that we consistently achieve the best results for you.

### 27. Placing an Order

27.1. When you use our trading services, you will place an order. An order is any request placed by you with us to purchase or to sell, which may include a limit order, or such other order as may be available on the trading platform from time to time. We will then need to accept your order for it to take effect.

27.2. You can place an order by using the platform.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

27.3. We will execute orders that are received from your Investor account, and which we reasonably believe are from you, or authorised by you. Please be careful when making an order. If you place orders by accident or in error, for example if you place multiple orders which are the same, we will assume that you did this on purpose, and we will execute them without checking this with you.

27.4. Once we accept your order, we will execute it in accordance with any specific instructions that you give. This is called a trade. For more information on how we execute your order, please read our Order Execution Policy, which is available on our website, https://www.trading.com/eu/legal .

27.5. We cannot guarantee that your execution price will match your order price, including where you've placed a limit order or any other type of order as defined in our Order Execution Policy. This is because the market may be volatile and/or the price may have moved up or down between the time that you place your order (or the time your limit order, for example, has been activated) and the time that we execute your order. This is known as slippage. When this happens, we will execute your order at the next best price and in accordance with our Order Execution Policy.

27.6. If you have placed an order during:

- times in which the market of the product you are trying to invest in is suspended (for example, during the weekend or at off-market hours, suspension due to market conditions or due to any other event in which the market of the product is suspended), and/or
- during the time the market was open, however, your order is triggered shortly following a suspension,

then the applicable order you have placed will be executed as soon as is reasonable under the circumstances when trading resumes. We do not guarantee that your order will be executed at the first available underlying market price at commencement of trading or within any specific range compared to other market prices which may be available to you from other sources. We are not liable for any loss or for other claims which you may have in connection with such orders.

27.7. We will execute orders received during trading hours.

27.8. Where you place an order outside of market hours, but your order is placed during a period where there is limited trading (for example during the weekend), the availability of the different functionalities which we may provide as part of our services, including instructions which you may give in respect of a trade, may be delayed or may not be available. We are not liable for any loss which results from your inability to access or provide certain trading functionalities and instructions.

27.9. In cases where a company goes bankrupt or is delisted from the respective stock exchange, we may attempt to obtain prices form the instruments on the over-the-counter market (OTC). If this is not possible, you shall be informed that your positions in shares of this company shall be closed, and you agree to the closing price. You agree to waive any right to possible future compensation regarding delisted instruments.

27.10. Extended hours and 24/7 trading:

a) We may, from time to time, offer the ability for you to trade outside the main market hours for certain products, including pre-market, post-market, overnight and weekend sessions (i.e., extended trading hours). The products that will be eligible for this offering will be clearly


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

displayed in your trading platform and you will be able to use this feature for as long as we provide it.

b) We offer this feature in our sole discretion and we reserve the right, without prior notice, to suspend, restrict or withdraw the extended trading hours for any product, at any time. This is offered by the Company and in case this is discontinued for any reason, including but not limited to technical, regulatory, management reasons, the Company is not obliged to provide the reasoning behind its decision. We shall not be liable for any losses that might occur from any suspension or restriction of the said offering.

c) Trading outside the main market session (when the underlying exchange is closed) involves increased risk. During these extended trading hours, trading activity is typically lower, which can lead to reduced liquidity and greater price volatility. With fewer market participants, prices may move more sharply than they do during regular market hours. As a result, prices can change more quickly, and some orders may be more difficult to execute due to the lower level of market activity. Spreads may also be wider than those available during the main trading session. Our spreads may vary during extended trading hours. This is because there are likely to be fewer market participants, which results in less liquidity in the market compared to trading during the main trading hours.

d) Although the same order types are available during extended-hours trading as during the regular session, due to liquidity being lower, pending orders may not be executed in the same way as they would during the main trading session. For limit orders, take-profit orders, stop-loss orders, we will only execute the order after confirming that the target price reflects broader market activity. This safeguard helps protect you and supports execution at a representative market price.

e) By placing an order during an extended trading hours session, and not during standard market hours, you acknowledge and understand the risks associated with this feature as mentioned above in 27.10(c) and 27.10(d).

## 28. Settlement

28.1. All deals transacted between us will be carried out in accordance with the standard settlement practices and/or market rules of the relevant exchanges.

28.2. The settlement date cannot be changed once you offer to enter into a Transaction.

28.3. Investments held for you in custody will be used to settle your sale Transactions. Otherwise, in respect of all sale Transactions, you:

a. confirm that, at the time of placing an order to sell, you own the relevant investments; and

b. will immediately arrange for delivery to us of any certificates and transfer forms, pertaining to such Investments, at the latest by the contracted settlement date, otherwise, payment to you may be delayed.

## 29. Modifying your order, cancelling your order and any rejection of your order


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

29.1. You may request to cancel or modify an order which we have not executed. However, we cannot guarantee that we will be able to carry out your request. This will depend on the product that you are trading.

29.2. We are not required to accept every order that you make and reserve the rights to decline any order or transaction. We may, in our reasonable discretion, refuse to accept any Order or instruction from you, or we may accept your Order subject to certain conditions or we may, acting reasonably, refuse to proceed with an Order that we have accepted (including but not limited to situations where we are unable to execute your Order due to restrictions with our executing brokers or other third parties, trading venues or due to unusual market conditions).

29.3. If we have accepted your order we are not required to complete/execute every order. We provide below a non-exhaustive list of examples of situations where we may not accept an order, not execute or complete an order, or cancel an order:

(a) if we reasonably believe the security of your Investor account is at risk, or if we are concerned about unauthorised or fraudulent use of your Investor account. This might happen if we think someone is using your Investor account without your permission;

(b) if you do not have enough money in your Investor account to cover the maximum amount of loss associated with your order, plus any associated fees, charges and applicable margin;

(c) if we reasonably believe that there is an error with your order. For example, if you have placed an order that is unusually large and you have never done this before;

(d) if the order you have requested is unusual or for exaggerated volumes;

(e) there is an error with the quote that we have provided. For example, if the quote is manifestly different to the market price, prices on exchanges, prices on trading platforms, and/or if the quote is clearly loss making;

(f) there is a change in Applicable Law, which means that the order is no longer in compliance with Applicable Law, including if the product of your order is otherwise impacted by sanctions, anti-money rules or any other applicable regulatory, self-regulatory or governmental authority requirements that prevents us, per our internal policies and discretion, from executing your order;

(g) there is a "Corporate Event";

(h) an exchange requests or recommends that the order is cancelled;

(i) you breach the rules of trading;

(j) an "Event of Default" occurs; and/or

(k) an "Exceptional Event" occurs.

29.4. We may, at our sole discretion, place limits on the minimum and/or maximum order sizes that we accept on the platform, as well as the number/volume of orders that we will accept from you.

29.5. If we do not accept your order, complete/execute your order, or we cancel your order, we will inform you by making that information available on the platform, unless there is a legal reason that we


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

cannot provide this information to you. If we charged you a fee as part of the order, we would refund that money back into your Investor account. If there were no fees or charges, then you will not receive a refund.

29.6. If we have executed your order, and therefore a transaction has occurred, we may take corrective actions and either modify the transaction, or void the transaction, under the scenarios listed in clause 28.3 above. We will inform you of errors by making information available on the platform, including any corrective actions we intend to take.

29.7. We will not be responsible for any losses you incur as a result of any actions or inactions taken by us in accordance with this clause.

## 30. Closing an order automatically

30.1. We may close your orders where you have placed a stop loss on your trade, and the stop price has been reached.

## 31. Rules of trading

31.1. There are rules which you need to follow when using our services. When you use our services, you must not:

(a) reverse engineer or avoid any security measures on the platform;

(b) use any software, artificial intelligence, ultra-high speed, or mass data entry which might manipulate, game, abuse, or give you an unfair advantage when using our systems or services;

(c) enter into trades which manipulate our platform, for example entering into a buy trade as well as a sell trade, for the same or for a similar product, at the same or similar time;

(d) enter into transactions or combinations of transactions such as holding long and short positions in the same or similar instruments at similar times either by you or by you acting in concert with others, including between connected accounts, or accounts held with different entities within the Trading.com group, which, taken together or separately, are for the purpose of manipulating the trading platform for gain;

(e) act in an unfair, abusive, manipulative, or illegal way when using our services;

(f) enter into trades aimed at exploiting errors in prices and/or conclude trades at off-market prices; and/or

(g) violate exchange rules, regulations or rules, and/or be intended to defraud or manipulate the market.

31.2. If you make money by breaching the above rules, we may not pay that money to you or, if we have paid that money, we may deduct it from your Investor account.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

31.3. If you breach any of the above rules, we will record such breach. We may also cancel your orders, freeze, block and/or terminate our services, your Investor account, and/or our Agreement with you. We may, but are not required to, give you notice of this, subject to any Applicable Law.

## 32. Prohibited Trading Techniques

32.1. You shall not act in any way other than the normal course of business or seek to manipulate the relevant financial market and/or the Company's Online Trading Facility, including but not limited by entering into a transaction which may qualify as:

a) Market abuse (such as insider trading or abusive use of confidential information) or any similar practices which may qualify as market abuse; Insider trading is a criminal offence for which you can be prosecuted, fined and imprisoned;
b) Scalping;
c) Acting in concert with a third party or similar abusive or manipulating way of using the Online Trading Facility;
d) Platform abuse, price manipulation, time manipulation or similar practices; and,
e) Exploiting errors in prices.

32.2. The confirmations set out in Clause 31.1. are made by you on the date of this Agreement and are deemed to be repeated on each day this Agreement is in full force and effect. In case of any breach, we shall have the right to cancel or void any Order or trade made in violation of Clause 31.1. (regardless of whether the Position is still open or closed), to close your Investor Account and to terminate the Agreement. In such a case, we shall not be held liable for any damages incurred by you.

## 33. Transaction Records

33.1. Information about your trading activities, which includes records of the trades that you have concluded, your open positions, cash balances as well as other information about your trades and orders, is available online in your Investor account (we call this the "Account Information"). Your Investor account will be updated no later than 24 hours after any activity takes place. You will be able to filter this information in different ways, for example on a per month basis. We are under no obligation to provide this information in hard copy or by email.

33.2. If you think there is a problem with your Account Information, please contact us as soon as possible and not later than 48 hours following the day on which the Account Information is posted. Otherwise, the Account Information will be conclusive evidence of your transactions, concluded trades, your open positions, margin, and cash balances.

33.3. We are required to keep your records, including the Account Information, for at least five years after your Investor account is closed. This period may be extended by Applicable Law or agreement between us in writing. These records will be our sole property.

33.4. Following the execution of a dealing Instruction for your Account, we will send you an electronic confirmation in respect of that Transaction as soon as reasonably practicable, and in any event within the time required by relevant laws and regulations, by posting a trade confirmation ("Trade Confirmation") on our Online Trading Facility, but failure to do so will not affect the validity of the transaction. Settlement/Trade Confirmations will normally be available instantly following the


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

execution of the Transaction via our Online Trading Facility. We will also send you a monthly statement in relation to the activity of your account(s) ("Account Statement"), including, details of the contents and value of your Account, open positions and such other information required to be disclosed under the relevant laws and regulations. Such Trade Confirmations and Account Statements are electronically transmitted or otherwise sent to you at your last known email address in our records and will be deemed to have been received by you when sent to the relevant address. Trade Confirmations and Account Statements shall be deemed to be conclusive and binding on you if not objected to immediately upon receipt with such objection confirmed in writing (including e-mail or electronic mail) no later than close of business on the business day (being a day, other than a Saturday, Sunday or public holiday, when banks in Cyprus are open for business) (a "Business Day") following the day on which the Trade Confirmation was posted on our Online Trading Facility. In the event that you believe to have entered into a Transaction or Contract, which should have produced a Trade Confirmation or Account Statement or otherwise a posting on your Account, but you have not received such confirmation, you must inform us immediately when you ought to have received such confirmation. In the absence of such information, the Transaction and/or Contract may, at our reasonable discretion, be deemed to be non–existent.

33.5. Posting of Account Information (as defined below) via our Online Trading Facility will be deemed delivery of Settlement/Trade Confirmations and Account statements. Account information will include Settlement/Trade Confirmations with ticket numbers, purchase and sale rates, statements of profits and losses, as well as current open positions, any other information required to be provided under Applicable Laws, Rules and/or Regulations and any other information we may make available ("Account Information"). We may in our absolute discretion withdraw or amend any Account Information at any time. Unless otherwise determined, you agree that we are under no obligation to provide confirmations in hard copy or by e-mail rather than through our Online Trading Facility. You must verify the contents of all Account Information received from us. The Account Information posted on our Online Trading Facility shall (save if manifestly incorrect) be conclusive evidence of your Transactions and/or Contracts, open positions, and cash balances, and shall be conclusive and binding on you, if not objected to immediately upon receipt with such objection confirmed in writing (including e-mail or electronic mail) no later than the closing of the next Business Day following the day that such information is posted on our Online Trading Facility.

## 34. Means of communication and notices

34.1. You consent to us using the platform or website www.trading.com/eu, as we deem appropriate, to inform you of information about us and of changes to such information (including changes to our Agreement with you).

34.2. We may also communicate with you via our website and applications, by email, telephone, post, newsletter, letter, and/or any other means of communication. We will use the contact details you gave us when you opened your Investor account, and as updated by you to us.

34.3. If sent by e-mail in the form herein specified, notices, declarations, demands, requests, and other communications under this Agreement shall be deemed to have been given and received and shall be effective when received in fully legible form by the Party to which the notice is addressed, which shall be deemed to occur upon completion of the e-mail transmission unless:

(a) such transmission is made on a day which is not a day (except any Saturday or Sunday) on which banks in Cyprus are open for business (a "Business Day") or on a Business Day but outside


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

regular business hours, in which case the notice shall be deemed received at 9:00 A.M. on the next succeeding Business Day; or

(b) the Party to which the notice is addressed then notifies the other Party by return mail, telex or facsimile that the copy received is illegible in whole or in part.

34.4. Rejection or other refusal to accept, or the inability to deliver of a notice, summons, complaint or other process referred to hereinabove, because of changed address of which no proper notice was given, shall not affect the effectiveness or the date of delivery for any notice sent in accordance with the foregoing provisions. Each such notice, request or other communication shall be deemed as sufficiently given, served, sent and received for all purposes, at such time that it is delivered to the address (with return receipt, the delivery receipt, the affidavit of the messenger or the answer back being deemed conclusive (but not exclusive) evidence of such delivery) or at such time as delivery is refused by addressee upon presentation.

## 35. Recording your communication with us

35.1. We must record all telephone conversations and electronic communications we have with you relating to, at least, those that result or are intended to result in the placing and/or conclusion of a Trade or an Order. A copy of such telephone recording or electronic communications will be available to you upon your request.

35.2. Any recordings shall be and shall remain our sole property and will be accepted by you as conclusive evidence of their content as recorded by us. You agree that we may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without limitation, in disputes which may arise between you and us.

35.3. However, technical reasons may prevent us from recording a conversation, and recordings or transcripts made by us will be destroyed in accordance with our normal practice. Consequently, you should not rely on such recordings to be available.

35.4. A copy of the records mentioned herein above will be available, on request, for a period of five (5) years and, where requested by the CySEC, for a period of up to seven (7) years.

35.5. You have the right to withdraw your consent in relation to the recording of telephone conversations and electronic communications by informing us in writing. However, as the latter is a regulatory requirement, in case you revoke your consent, we may be unable to provide our services to you; thus, your access to our Online Trading Facility may be restricted or terminated.

# Chapter E: Corporate Events, Interest, Dividend and Voting Rights

## 36. Corporate Events

36.1. A "Corporate Event" is something which will result in a change to one or more transferable securities (such as shares). Examples of Corporate Events include, but are not limited to, voting rights, share consolidations, share splits, reorganisations, mergers, take-over offers (and similar), name changes and rebranding, dividend distributions, insolvency, delistings and changes to Applicable Law or regulation.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

36.2. If you ask (and where available), we'll attempt to arrange for you to vote by proxy (by telling us how you want the Nominee Company to exercise your vote). We'll only use any rights we have for you when you tell us to do so.

36.3. If a Corporate Event happens on Investments in your Account, which will result in a material change to your holding, we'll use reasonable endeavours to tell you about any rights, unless we consider it impractical to do so. We are not obligated to, but we may arrange for you to participate in such Corporate Events.

36.4. If you want to take part in a Corporate Event, you must give us instructions as per our request, by the end of the given date. Before we carry out your instruction, you must have balance in the Account by the date we give you. If we are unable to obtain your instructions, we may, without incurring any liability, use our judgement and act as we think fit in your best interest.

36.5. We'll aim to carry out your instructions, but only on terms as you tell us and as are reasonably acceptable to us. Once you've given us your instruction, you can't change it.

36.6. If there's a delay to a Corporate Event that is out of our control, we may revoke any instructions we've already received, where the terms of the Corporate Event allow us to. You'll then need to resubmit your instruction once the delay has been resolved.

36.7. We may delay writing to you until the Corporate Event has been declared ex- entitlement. Or, in the case of a mandatory Corporate Event, we'll wait until it has become effective and we've received the benefits you're entitled to.

36.8. Except for a compulsory acquisition, we won't accept any offer on your behalf without your specific instructions. This could mean that any benefits that you were entitled to could lapse. It's not always possible to receive cash proceeds in exchange for any benefits which lapse.

36.9. The terms of a Corporate Event may require a single decision by the custodian that we use to hold your Investments. If it does, we may not be able to offer you the same choices that would've been available if the shares were held directly.

36.10. Where possible we'll aim to give you an option, which best approximates the offer, but we can't guarantee this will match the option given by the company.

36.11. If a Corporate Event results in Investments or benefits being due to you or us, we'll update the Account promptly in line with the terms of the offer and regulatory requirements. Any entitlements will be rounded down to the nearest whole share. If this is not possible for any reason, the equivalent of the extra investments will be added as balance to your Investor Account.

36.12. We won't be liable for any loss incurred if your Investments are subject to a Corporate Event, which causes them to become ineligible for our Service.

36.13. As a result of Corporate Events, you may be allocated fractional shares. We will aim to provide them as fractional shares, however, if that is not possible for any reason, we will pay an equivalent of your fractional shares to your Investor Account.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

36.14. In the event of a stock split, you acknowledge and accept that we may be unable to apply the split to fractional shares. In these circumstances, you accept that we may offer to pay you an equivalent of your holding at the time of the stock split as an alternative, which may result in you no longer holding shares in the affected securities. You accept that we are under no obligation to obtain your consent prior to taking this action.

## 37. Dividends

37.1. We will be responsible for claiming and receiving dividends, interest payments and other income payments accruing to your Investments we hold on your behalf. We will book any proceeds from your Investments in your Investor Account balance. Dividend payments will remain exempt from foreign exchange fees and any exchange will be done at the live currency exchange interbank rate.

However, often a withholding tax would apply to such proceeds and we will exercise our best efforts to collect the applicable withholding tax, whereupon the relevant funds will cease to be protected under Client Money Rules, as they will be due to the respective authorities and not to you. The existence and percentage of withholding tax depends on various factors and circumstances, such as your tax residency, the national legislation of the issuer and any applicable tax treaty. In some cases, you may be able to reclaim all or part of any withheld taxes and may be required to provide additional information to the relevant tax authority. For US securities, a reduced rate of withholding tax on dividends or other Income may be possible if you've sent us completed documentation and a valid treaty claim is made. Please note that you are solely responsible for tax filing and reporting. If required by law and upon demand, we will provide information relating to you to the relevant tax authorities.

## 38. Interest

38.1. If you provide us with your express consent to participate in our Interest Program, in addition to regular Deposits, we may hold your available cash in a QMMF. We will retain any received interest, and we will separately pay you part of it in the currencies and at the rates specified in the Costs and Charges Policy on our Website. Please note that these currencies and rates may be subject to change, as per Clause 37.3 below.

38.2. At any time, you can change your mind and either opt in or out of the Interest Program sending us an email. If you choose not to participate in the Interest Program, we will not hold your available cash in QMMFs and therefore, no interest will be paid to you as per clause 37.1.

38.3. The interest rate we receive can be subject to immediate change by the regulated EU financial institutions and/or QMMF managers, for instance, due to changes in the applicable base rate by the European Central Bank. If we lower the interest rate you receive, we will give you at least one (1) day’s notice. If we increase the interest rate to your advantage, we will apply the changes immediately and not send a notice.

38.4. If you opt-in to the Interest Program and meet the criteria for receiving interest on your available cash according to this Clause 37, no further action is required on your part to receive the interest. It will be credited to your Investor Account automatically at the end of each Business Day and reflected on your periodic Statement.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

38.5. You will be eligible to receive interest as of the next day after you opt in to the Interest Program, and you will not receive any interest for the day you opt out of it. We will only pay you the interest if that amount is greater than or equal to one (1) cent (or otherwise, depending on the currency). If it is less than that, we will retain it and roll it forward until one (1) cent is accumulated and then pay it out to you. Until such time, any amount less than one (1) cent will not be held as client money under Section 47.

38.6. Depending on your tax residency and the type of your Investor Account, a tax may be applicable. You are solely responsible for any tax liabilities and if in doubt, you should contact the relevant tax authorities with any queries.

## Chapter F: Commissions, Fees, and Charges

### 39. Fees and costs of our services

39.1. If applicable, you shall pay the charges and/or commissions details of which are set out in the Costs and Charges Policy and may be amended from time to time by written notice from us to you.

39.2. Charges due to us shall be due immediately upon our demand which may be oral or in writing unless otherwise agreed and shall be paid by you as stated on Statements, and such charges may be set off against any payment due from us to you. You agree and understand that any other obligation and liability towards us is subject to unilateral set-off from your side going back to the beginning of our contractual relationship.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

39.3. You acknowledge that zero (0) commission will be subject to any applicable tax, governmental or administrative levy, and fee or other liabilities, charges, costs and expenses payable in connection with the transactions effected on your behalf.

39.4. You agree that we will not be liable for any additional fees you may be charged by any bank or other third-party financial services provider, which you use for the transfer of funds to and from us.

39.5. Some financial instruments may be subject to fees and charges imposed by their issuer. These will be charged to your Investor Account. As a result, your Investor Account may end up with a negative balance if there is insufficient balance to cover these fees and charges. You agree to immediately deposit sufficient funds to cover the negative balance.

## 40. Other Fees and Charges

40.1. In addition to the Commissions, Fees and Charges mentioned above, you shall be responsible for the payment of any other fees and charges that may be incurred as a result of the provision of our Services to you, including, without limitation, all applicable VAT (if any) and other duties and/or taxes, and all other fees incurred by us in connection with any Transaction and/or Contract and/or in connection with maintaining a client relationship with you.

40.2. Any fees and/or expenses will be totalled and expressed both as cash amount and as percentage. We reserve the right to introduce new fees.

## 41. Currency Conversion

41.1. Any deductions and credits applied to your Investor Account will be in your account currency. Where the relevant primary currency of the financial instrument is different to your account currency, all calculations of deductions and credits will be undertaken in the financial instrument's primary currency and converted into your account currency using the prevailing currency exchange rate. We shall be entitled to add a mark-up to the exchange rates.

41.2. If we receive or recover any amount in respect of any of your obligations in a currency other than that in which such amount is payable, whether pursuant to a judgment of any court or otherwise, you will indemnify us and hold us harmless from and against any cost (including costs of conversion) and loss suffered by us as a result of receiving such amount in a currency other than the currency in which it is due.

We shall be entitled, but shall not in any circumstances be obliged, to convert:

(a) any realized gains, losses, option premiums, commissions, interest charges and brokerage fees which arise in a currency other than your account currency to your account currency;

(b) any cash currency deposit to another cash currency deposit for the purpose of purchasing an asset de-nominated in a currency other than your account currency;

(c) any funds held by us for you into such other currency as we consider necessary or desirable to cover your obligations and liabilities in that currency.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

### 42. Transfer out fee

42.1. You can transfer your investment or portfolio out as long as your future provider can accept it and it can be held on their platform. Transfers are charged a fee of 50 (EUR/USD/GBP/equivalent) per request.

## Chapter G: Your Account(s) with Us

### 43. Your Account(s)

43.1. If we accept your application, we will open an Investor account for you. You will need to choose a username and a password to access your Investor account, and we may also require other security details. Please note that the decision to accept or decline your application(s) remains at our sole discretion.

43.2. It is your responsibility to take all reasonable steps to keep your Investor account security details safe. For example, you should keep your security details, such as your username and password, a secret. You should select a password that it is not easy to guess (such as using a combination of


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

uppercase and lowercase letters, numbers and symbols) and is a unique password for your Investor account. We recommend that you do not re-use a password previously used by you for other platforms/services. You must also take all responsible steps to:

(a) stop any other person using your password;

(b) not disclose your password to any other person,

(c) ensure you are not overheard when contacting us by telephone; and

(d) not leave your mobile phone or other devices unattended whilst you are logged onto the trading platform.

It is your sole responsibility to safeguard your account security details and we will not be held liable for any act or omission by you with respect to adequately safeguarding your credentials.

43.3. You will need to change your security details immediately and contact us as soon as possible if you think someone else knows them or has accessed them.

43.4. We may block access to your Investor account or block access to our services if we believe that it is necessary for security or legal reasons. For example, if we think someone may have access to or is using your Investor account without your permission.

43.5. We may contact you to provide you with new security details or contact you to require you to change your security details.

43.6. You must not give any third party (including minors) any access to and/or control of your Investor account. If you elect to give another person access to and/or control of your Investor account, you do so at your own risk, and we will not be responsible for the decisions or actions of that third party. For example, if they place trades and make a loss, we won't refund you that money. We reserve the right to cancel or reject any orders placed by any third party for security and/or legal reasons.

43.7. You shall designate an account currency for your Investor Account on our Online Trading Facility, which shall be any currency listed on our Website(s), which is determined and/or stated in advance as the currency of your Account.

43.8. All payments from you to your Account on our Online Trading Facility will be made on your request in the currency of your account. If we receive or recover any amount in respect of any of your obligations in a currency other than the account currency, the provisions of clause 40 (Currency Conversions) hereinabove shall be applicable mutatis mutandis.

43.9. When a withdrawal or refund is performed from your Account, we reserve the right (but shall under no circumstances be obliged) to remit the funds in the same currency in which such funds were initially received by us; in the event that such withdrawal or refund is made in a currency other than the currency of your account, the provisions of clause 40 (Currency Conversions) hereinabove shall be applicable mutatis mutandis.

43.10. No instructions to pay a third party from your Account(s) will be accepted by us, unless otherwise determined by us in writing.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

43.11. You will undertake best efforts to ensure that you comply at all times with: (a) all Applicable Laws, Rules and/or Regulations, (b) the terms and conditions of this Agreement; (c) any and all disclaimers and additional terms and conditions presented in any part of our Online Trading Facility; and (d) any other terms and conditions pertaining to the transactions contemplated under this Agreement, as from time to time in effect.

43.12. You shall hold us harmless from, and indemnify us for, any sustained damages, which we may suffer from your failure to take adequate steps to protect the security of your Access Codes, and your failure to prevent any person from any unauthorized access and/or use of your Account on our Online Trading Facility; you shall hold us harmless in any legal, administrative or arbitral proceedings and expenses related thereto, and you shall indemnify us for all damages, costs and expenses arising as a result of non-compliance with this clause.

## 44. Payments

44.1. In order to put money into your Investor account, you will need to link your Investor account to a current account, debit card, credit card or other means of payment, which is offered by us. We call this your payment method. We may allow you to link more than one payment methods, but we are not required to do so. We may accept different payment methods in different countries. At our discretion and acting reasonably, we may limit the way in which we receive payments from you.

44.2. The account where you make payment from must belong to you and must be in your name. We do not accept money from people who are not you. We may require you to provide us with documents to verify the details, and the ownership of your account. If we cannot verify the details of your account, or if we cannot verify that the account belongs to you, you will not be able to put money into your Investor account, and therefore will not be able to use our services. Please refer to clause 43 (A) and clause 43 (B) for more information about putting money into and / or withdrawing from your Investor account.

44.3. If you make a payment/deposit, we shall, without prejudice to any other provisions of this Agreement, use or best efforts to credit your Account with the amount of such payment within one (1) Business Day following the day on which the deposit has been accepted, if we are satisfied that you are the sender of the funds. At any given time, if we are not satisfied that you are the sender of the funds deposited in your Account, we reserve the right to reject such funds and/or return them to the remitter net of any transfer fees or other charges. You may be required to submit additional documentation as required by applicable “Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation” and/or any other similar rules and regulations applicable to us.

44.4. All foreign currency exchange risk arising from any deposits in and/or withdrawals from your Account or resulting from the compliance by us with our obligations or the exercise by us of our rights under these Terms and Conditions, will be borne by you.

## 45. Deposits and Withdrawals

### *A. Deposits*

45.1. You can pay money into your Investor account by using one of your payment methods. We do not accept cash or cheques.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

45.2. If your payment method charges us a fee, for example, a payment transfer or a payment processing fee or currency conversion, we may charge you a "transfer fee".

45.3. Your money will show in your Investor account as soon as we are satisfied that it comes from you.

45.4. We may place a limit on how much money you can pay into your Investor account. We will let you know in advance if we do this.

45.5. We may return any money which comes in from an account that is not in your name. If we are charged fees for returning your money, we will deduct an amount equal to that fee from the money which we are returning.

***B. Withdrawals***

45.6. You can take money out of your Investor account by sending it back to the account that it came in from, subject to any Applicable Law and any regulatory restrictions that may apply (including AML restrictions), which may prevent us from sending it to such account. We may permit you to withdraw money to an alternative account also in your name, but only after we are satisfied that the alternative account belongs to you and is approved by us (subject to any Applicable Law and regulatory restrictions, including AML restrictions).

45.7. You may not be able to take money out of your Investor account if it would leave insufficient funds in your Investor account to pay for any unsettled transactions and/or applicable fees or charges.

45.8. To protect your money against fraud, we may put a limit on how much can be taken out of your Investor account. However, if you are closing your Investor account in accordance with the relevant clauses, this restriction will not apply.

45.9. We may charge you a fee each time you take money out.

45.10. We will process a valid and complete withdrawal request by the end of the following business day. Our processing may be delayed or declined if required under Applicable Law, including if we have an AML concern. We may, or may not be able to, disclose to you the reasons for such delay or rejection. Please note that once your withdrawal request has been processed it might take a few days for your payment processor to update the balance in your account, depending on your payment processor's policy and procedures.

45.11. If you take money out of your Investor account on a non-business day, we may not process your withdrawal request until the next business day. When we say business day, we mean Monday to Friday, but not a public or a bank holiday.

**46. Deposits by Credit / Debit Card**

46.1. You can deposit funds to your Account with us quickly and easily by credit / debit card. The entire transaction is processed electronically - online.

46.2. Upon submitting a deposit request via your credit / debit card, you may be required to submit documentation as required by applicable “Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation” and/or any other similar rules and regulations applicable to us.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

46.3. In the case that the Company's systems and tools, as well as the systems and tools of the Company's payment services providers, identify a violation of the above limits and restrictions and/or clients fail to pass the security and authentication checks, the appropriate measures are taken in order to prevent possible credit / debit card fraudulent activity and ensure Company's protection. These measures may include, but are not limited to, the following:

(a) Investigations, further checks and/or request for additional documentation in order to verify the credit / debit card details and ensure that you are the legitimate owner/user of the credit / debit card(s) used;

(b) Delay of transactions' processing due to the investigations taking place;

(c) Refusal of credit / debit card deposit(s) in question and refund of the net amount deposited to the same credit / debit card account and via the same payment method through which the deposit(s) was made;

(d) Cancellation of fraudulent transactions as soon as they are detected;

(e) Block access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account(s);

(f) Seize any profits and/or revenues generated directly or indirectly by exercising any such prohibited trading activity and cancel any Account and active Orders associated with the credit / debit card that has been identified as fraudulent;

(g) Deny processing transactions exceeding the limits/restrictions and/or failure to pass the security and authentication checks.

46.4. Please note that it is a serious criminal offence to provide false or inaccurate information during your credit / debit card registration. Therefore, before we accept any credit / debit card deposits and/or making any such credit / debit card deposits available into your Account with us, we must be fully satisfied that:

(a) you are the legitimate owner/user of the credit / debit card used; and

(b) it is you, as the legitimate owner/user of the credit / debit card, who is making and/or authorizing the deposit by credit / debit card.

In those instances where we are not satisfied of the above, we reserve the right to refuse the credit / debit card deposit(s) in question and to refund/send back the net amount deposited to the same credit / debit card account and via the same payment method through which such deposit(s) was/were made.

46.5. Fraudulent transactions are immediately cancelled after being detected. Under such circumstances, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Furthermore, we reserve the right to seize any profits and/or revenues generated directly or indirectly from exercising any such prohibited trading activity and we shall be entitled to inform any interested third parties of your breach of this clause; any active Orders associated with the same fraudulent credit / debit card and/or Account will also be cancelled


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

immediately; we have, and will continue to develop any tools necessary to identify credit / debit card fraud; any dispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; and that decision shall be final and/or binding on all participants; no correspondence will be entered into.

## 47. Chargebacks

47.1. If you place a chargeback (on purpose or by mistake) for any deposit you made in your Account with us, we reserve the right to charge a “USD 150 - research fee” to your Account upon receiving the chargeback to cover our investigative expenses.

47.2. We do not tolerate credit / debit card fraud, and all fraud, without exception, will be prosecuted through criminal proceedings in your local jurisdiction to the fullest extent of the law. In addition to this, we will file a report with your local police department, and pursue all fraudulent activities through your local jurisdiction for prosecution to the fullest extent of the law. Furthermore, in such instances, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform any interested third parties of your breach of this clause; any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately; we have, and will continue to develop any tools necessary to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

## 48. Right of set off, liens and equitable charges

48.1. To the extent permitted under Applicable Law, we have the right to deduct (or set-off) any money or liability that you owe us from the money in your Investor account, and/or to close your open positions, whether at a loss or at a profit and subsequently liquidate your Investor account for the liability payable by you.

48.2. To the extent permitted under Applicable Law, we shall have a general lien and equitable charge on the money in your Investor account, until any money, fees, charges and liabilities that you owe to us is paid. Your money will continue to be treated as client money, in accordance with these Terms and Conditions and CySEC rules, until the point in time where there is an "Event of Default", and where we subsequently decide to exercise our rights under the general lien and/or equitable charge.

## 49. Client Money and Assets

49.1. Subject to clauses 47.8 to 47.11, money that you put into your Investor account will be treated as "client money" in accordance with the CySEC rules.

49.2. You instruct us to hold any Investment (including your money held in QMMFs, if applicable) bought on your behalf until we receive further instructions from you to sell or transfer it into your own name or to another nominee. You hereby authorise us to hold your Investments in safe custody as your custodian (or appoint a Sub-custodian to do so), to transfer securities from your Investor Account to


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

meet sales effected for your Investor Account, to accept offers, or undertake other matters in relation to your Investments covered by this Agreement.

49.3. We may be required to give your details (including your email address) and details of your shareholding to Companies House or registrars.

49.4. Under the CySEC rules, we will separate client money from our own money by putting it into a separate bank account with a reputable bank. This is called a "**client money account**". We are permitted by the CySEC rules to hold your client money, and other clients' client money, together in the same client money account, this is called an "**Omnibus Account**".

49.5. We may hold client money in bank accounts in the European Economic Area ("**EEA**"). We may also hold client money in bank accounts in a different country outside the EEA. This means that different rules, regulations and laws may apply to these banks, which means that in the event of an insolvency, money in a client money account held with that bank may be treated differently to money held with an EEA Bank.

49.6. We are not responsible for the insolvency, acts or omissions of any bank, although we will take reasonable care when choosing which bank to open a client money account with.

49.7. In the event of our failure (for example, due to insolvency), any money held in a client money account by third parties or deposited with a QMMF will be segregated from our other assets and will not be available to our creditors

49.8. We may use the money in your Investor account to pay fees, costs or charges which become due and payable. Where you enter into a transaction, all fees, costs, and charges for that transaction will become due and payable immediately upon execution, and therefore we will deduct the relevant sum from your Investor account at that point. Money which is due and payable will stop being treated as client money in accordance with Applicable Law.

49.9. We may pay the money in your Investor account to a charity if you have not accessed your Investor account for 6 years. This means that we will stop treating your money as client money. We will try to contact you to return your money before we do this. If you contact us after the money has been given to a charity, we will pay it back to you.

49.10. If we transfer/sell our business to someone else, in accordance with the CySEC rules:

(a) we will provide you with notice prior to the transfer;

(b) they will hold your transferred money in accordance with the client money rules or, if they do not treat your money as client money, we will exercise due skill, care and diligence in assessing whether they will apply adequate measures to protect your money; and

(c) you consent for us to transfer your money. If you do not want your money to be transferred to another person, please contact us and we can help you close your Investor account.

## Chapter H: General Provisions

### 50. Conflicts of Interest

50.1. There may be limited circumstances in which a conflict exists between your interests and those of us or our other clients. To mitigate and control these conflicts, we have drawn up a Conflicts of Interest policy, publicly available on our Website.

### 51. Acknowledgements, representations and warranties


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

51.1. You are solely and completely responsible for your own compliance with Applicable Law in your jurisdiction including, without limitation, to all exchange control restrictions that may be applicable to you and that you have obtained any necessary exchange control approval;

51.2. You have all necessary consent and the authority to enter into this Agreement and /or use the services;

51.3. If you are a body corporate, unincorporated association, trust or partnership you are validly existing in accordance with Applicable Law and have obtained all necessary consent and authorisations under your constitutional or organisational documents;

51.4. Except where we have agreed otherwise in writing, you act on your own behalf and not as the agent, attorney, trustee or representative of any other person;

51.5. All information and documents that you supply is true, accurate, complete and not misleading;

51.6. You are not an employee of any exchange, a corporation in which any exchange owns a majority capital stock, a member of any exchange and/or firm registered on any exchange or any bank, trust or insurance company;

51.7. Our assessment of your use of the services is performed on the basis of the information and documents provided by you and we may rely upon information and documents provided by you and we are not responsible for any damages or losses which may arise from any inaccuracies;

51.8. Neither the entry into this Agreement, or use of the services, or the giving of any other instruction will violate any law, rule, or regulation applicable to you;

51.9. All money that you use and invest through the services do not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any relevant authority;

51.10. You will use the services offered by us pursuant to this Agreement honestly, fairly and in good faith.

51.11. If you breach any warranty or representation made under this Agreement, we may:

(a) close any orders or trades that you have made,
(b) close or freeze your Investor account; and/or
(c) terminate our services,

without telling you in advance and without any obligation on us to provide you with a justification. You may also be required to fully indemnify us due to any contraventions by you of Applicable Law.

**52. Further Acknowledgements and Warranties**

52.1. We do NOT guarantee any Order. Placing ‘stops (“Stops”)’, regardless of the entry or closing designation, does not guarantee that the trade will be filled at the Order price. All ‘Entry Stops’ and ‘Stops’ will be filled, upon activation, at the first/best available market price, which may or may not match the requested Order price.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

52.2. While trading on our Online Trading Facility, you might encounter system errors that are resulted from hardware and/or software failures. The result of any system failure may be that your Order is either not executed according to your instructions, executing with account balance errors and discrepancies or not executed at all. We will not be liable for the resulting errors in your Account balances. We reserve the right to make the necessary corrections or adjustments on the Account involved.

52.3. Under abnormal Market conditions, prices may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by us or by you. Such circumstances may limit partially or fully your ability to trade.

52.4. You represent and agree that, if you are employee or contractor of a financial services firm or any other firm that has controls over the financial transactions in which its employees and contractors deal, you will give us proper notice of this and of any restrictions that apply to your dealings. In such case, we reserve the right to request for acknowledgement/confirmation letter from the Compliance Department of your firm regarding the trading accounts/transactions that are held/being carried out with our Company.

52.5. You further represent and agree that you will read and fully understand the content of the additional information and documents available to you on our Website, prior to opening a trading account with us.

## 53. How we treat your personal data and privacy

53.1. We are committed to handling information about you responsibly. By entering into this Agreement, you agree that you have been provided with a copy of our Privacy Policy, which is also available on our website. We will use your personal data as set out in our Privacy Policy, if you have any questions about the way in which we use your personal data you can contact our Data Protection Officer at dpo.eu@trading.com as well as set out in the Privacy Policy.

53.2. We and our affiliates and agents may collect, store and process information from you or otherwise in connection with the services for the purpose of complying with Applicable Law and/or regulation, including disclosures to governmental authorities. To comply with our legal or regulatory obligations we may transfer your personal data outside of the EEA. For further information about transfers of your personal data outside of the EEA, please see our Privacy Policy.

53.3. All promotions which we offer will have specific terms and conditions which apply to that promotion. We can change, or stop providing a promotion, in accordance with the terms and conditions of that promotion. Any benefit which is part of a promotion will only apply once per Investor account, person, household and/or any environment where computers are shared.

## 54. Investor Compensation Fund

Trading.com is covered by the Cyprus Investor Compensation Fund ("Fund"). If we fail, the Fund can return your money up to €20,000 or as may be updated from time to time. For more information about the Fund, please visit our Investor Compensation Fund policy which is available on our website.

## 55. FATCA and Common Reporting Standard (“CRS”)


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

55.1. You acknowledge that compliance with FATCA and CRS may include transfer of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws, inside or outside of the EEA. Before you or anyone on your behalf discloses information relating to any third party to us, our affiliates or service providers in connection with this Agreement or any transactions, you must ensure that such third party has been provided with such information and given such consents or waivers as are necessary to allow us, our affiliates and service providers to collect, store, process and disclose their information as described in this Agreement.

55.2. By accepting this Agreement, you authorise us (i) to provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit us for tax purposes information obtained from you or otherwise in connection with the Agreement and / or the transactions; and (ii) to disclose to such tax authorities any additional information that we may have in our possession that is relevant to your Investor account.

55.3. We will not assist you with any reporting obligations which you are required to carry out under Applicable Law. This includes, but is not limited to regulatory reporting, tax reporting, the reporting of the receipt or the payment of specific currencies.

### 56. Tax Implications

56.1. We will not provide you with any tax advice. If you are unsure about the tax implications of entering into any transaction with us, you should seek independent professional tax advice.

56.2. All amounts extracted from your Investor account are gross amounts, meaning that we have not collected, deducted, or paid any taxes for you or on your behalf. It is your responsibility to calculate and pay all applicable taxes that you owe as a result of your trading activity on the trading platform. However, we may withhold and deduct at source any taxes due under Applicable Law at our sole discretion. You will have no claim against Trading.com where we have made such a deduction. Where necessary, we or our affiliates will deduct and report tax deduction on an aggregate basis with respect to all our clients. To the extent you require us to issue your personal report specifying the taxes withheld at source on your behalf, we may debit your Investor account with our cost and expenses in connection with the preparation and filing of said reports including any re-submissions and late charges.

## Chapter I: Complaint Handling Procedures

### 57. Complaints

57.1. If you are unhappy with a service or something has gone wrong, please contact us and we will try to put it right.

57.2. For more information on our Complaints Handling Procedure, please visit our website at https://www.trading.com/eu/legal-documents.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

57.3. If you're still not happy with how we've dealt with your complaint, you can refer it to the Financial Ombudsman of the Republic of Cyprus or to the CySEC or to relevant courts. For more information on such alternative solutions, please refer to our Complaints Handling Procedure.

## Chapter J: Indemnity and Limitation of Liability

### 58. Disclaimer and Limitation of Liability

58.1. Our obligations under this Agreement do not constitute personal obligations of our directors, officers, shareholders, partners, members, employees, Associates, Representatives, agents, Third Party Service Providers and/or Third-Party Content providers and/or any of them.

58.2. To the maximum extent permitted by law, we will not be liable for any consequential, incidental, special, direct, or indirect damages (including, but not limited to lost profits, trading losses or damages that result from use or loss of use of our online trading facility and third-party content,


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

inconvenience or delay). This is true even if such damages were foreseeable or whether either party has been advised of the possibility of such losses or damages).

58.3. Except as otherwise required by law, we will not be liable to you or anyone else for any loss resulting from a cause over which we do not have direct control. This includes failure of electronic or mechanical equipment or communications lines (including telephone, cable, and internet), unauthorized access, viruses, theft, operator errors, severe or extraordinary weather (including flood, earthquake, or other act of God), fire, war, insurrection, terrorist act, riot, labour dispute and other labour problems, accident, emergency or action of government.

58.4. Any liability arising under this agreement will be satisfied solely from the revenues generated hereunder. In no event shall our liability hereunder exceed the total amount of revenues generated hereunder in the six months preceding the event giving rise to the claim. Even if advised of the possibility of such damages and even if the limited remedies provided herein fail of their essential purpose.

## 59. Indemnification

59.1. As a condition of your use of our Online Trading Facility, you agree to indemnify and hold us, our Associates, Representatives, agents, Third Party Service Providers and Third Party Content providers from and against any and all claims, losses, liabilities, costs and expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, arising from or connected to any violation or breach of these Terms and Conditions (including negligent or wrongful conduct) by you or any other person accessing and/or using our Online Trading Facility.

59.2. You shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your Accounts with us and, on a full indemnity basis, any liabilities, losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, taxes, imposts and levies which we may incur or be subjected to with respect to any of your accounts or any Transaction or any matching Transaction with an intermediate broker or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction) or by the enforcement of our rights.

59.3. You will be responsible for all Orders entered on your behalf via our Online Trading Facility and you will be fully liable to us for the settlement of any Transaction and/or Contract arising therefrom.

59.4. You will defend, indemnify and hold us and our directors, officers, shareholders, partners, members, employees, Associates, Representatives, agents, Third Party Service Providers and/or Third Party Content providers and/or any of them, harmless from and against all liabilities, losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, which we may incur or suffer as a result of:

(a) any error in any instruction given by an Authorized Person; or

(b) acting on any instruction, which is, or appears to be, from an Authorized Person.

## 60. Independent Investigation


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

60.1. You acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated the merits and risks of accessing and/or using our online trading facility and entering into transactions and contracts via our online trading facility and you have done so without relying on any information contained on, or in our online trading facility and/or otherwise provided by us in relation and are not relying on any representation, guarantee or statement other than as set forth in this agreement.

60.2. You have independently evaluated the laws in your local jurisdiction which apply to your activities hereunder and you represent and warrant that you may participate in our online trading facility and enter into transactions and contracts via our online trading facility, without violating any applicable rules or laws.

## Chapter K: Default

### 61. Event of Default

61.1. Each of the following will be an "**Event of Default**":

(a) you fail to pay us within seven days, any fees, charges, and/or liabilities on your Investor account, where we have requested such payments;
(b) you enter into liquidation or bankruptcy, whether compulsorily or voluntarily, or a procedure is commenced against you seeking or proposing liquidation or bankruptcy, or you are generally unable to pay your debts as they become due (or you confirm so in writing);


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

(c) you become subject to an administration order or have a receiver or similar appointment or order are made or proceedings commenced in respect of any of your assets;
(d) we consider it reasonably necessary to prevent what we reasonably consider to be or might be a violation of any Applicable Law (including but not limited to, market abuse, or gaming the system);
(e) you, or we reasonably believe that you are in material breach of any term of the Agreement, including any material misrepresentation to us; and/or
(f) you have, or we reasonably believe that you have, acted in an unfair or abusive manner, for example, by breaching the rules.

61.2. If an Event of Default occurs, unless otherwise prescribed by Applicable Law, we may, in our absolute discretion, at any time and without prior notice, take one or more of the following steps:

(a) close out all or any of your open positions at current market prices;

(b) exercise the lien or charge that we have on the money in your Investor account; and/or

(c) close your Investor account.

## Chapter L: Termination of Client Relationship and Liquidation of Account(s)

### 62. Termination of Client Relationship and Effects

62.1. You can close your Investor account at any time by sending us an email. Your Investor account will be closed within the seven (7) days after we receive your email. You may also close your Investor account via the platform.

62.2. If you have trades which are open, you should close these trades. Otherwise, we will close all of your trades when we close your Investor account. If this causes you to lose money, we will not be responsible.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

62.3. We will execute or close (as applicable) any orders which you have placed before requesting to close your account in accordance with clause 60.1 above. We may, in our discretion, permit you to place new orders during the seven-day period, and will subsequently execute and/or close (as applicable) such orders before the seven-day period expires. You will need to pay the associated fees for any orders which we execute or close.

62.4. We may also freeze, block, or terminate our services and/or close your Investor account if:

(a) we decide to stop providing you with our services;

(b) we require you to provide us with information to enable us to comply with our obligations under Applicable Law and/or internal procedures, and you cannot or do not provide us with the information, or the information you provide to us is inaccurate, incomplete or misleading;

(c) you breach the rules of trading;

(d) an "Event of Default" occurs; and/or

(e) an "Exceptional Event" occurs.

62.5. We will take reasonable steps to provide you with appropriate notice if we freeze, block, or terminate our services and/or close your Investor account. However, there might be times when we are required to freeze, block, or terminate our services and/or close your Investor account without telling you in advance. We will do this if we reasonably believe that there is a security or regulatory risk, you have breached the Agreement, there is an Exceptional Event, we are required to do so by Applicable Law or by a regulator, and/or there is an application, order, resolution or another announcement in relation to a winding up/bankruptcy in which you are involved.

## Chapter M: Miscellaneous Provisions

### 63. Assignment and novation of this agreement

63.1. We may assign, transfer and/or novate these Terms and Conditions and/or any of our rights and/or obligations to another appropriately regulated firm. We will tell you 15 days in advance if we do this. We will use reasonable endeavours to ensure that your rights under the assignment and/or novation will be similar to your rights under the Terms and Conditions with us. We will treat you continuing to use the services as you agreeing to the assignment and novation, but you can cancel your Investor account with us at any time.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

63.2. You may not assign, transfer, and/or novate these Terms and Conditions and/or any of your rights and/or obligations to another person, whether by operation of law or otherwise, or whether on a permanent or temporary basis without our prior written consent.

**64. The governing law and jurisdiction**

The laws of Cyprus apply to these Terms and Conditions and Schedules between you and us. Any claim you make against us can be heard in the courts in Cyprus.

**65. Dispute Resolution**

65.1. Without prejudice to Chapter I herein, in the event of any dispute arising out of or in relation to this Agreement, the Parties must first use their respective best endeavours to consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable settlement of the dispute satisfactory to both Parties.

65.2. In the event of any dispute arising out of or in relation to this Agreement, if the dispute is not resolved and/or settled, the Parties irrevocably:

(a) agree that the courts of Cyprus will have jurisdiction to settle any proceedings and submits to the jurisdiction of such courts (provided that this will not prevent us from bringing any proceedings against you in the courts of any other jurisdiction); and

(b) waive any objection which it may have at any time to proceeding brought in any such court and agree not to claim that such proceeding has been brought in an inconvenient forum or that such court does not have jurisdiction over it.

**66. Interim Relief - Injunctive Relief**

66.1. Nothing in this clause shall prevent either Party from applying to court for interim or injunctive relief.

66.2. Each party acknowledges that a breach of the provisions of this Agreement may cause the other Party irreparable injury and damage and, therefore, any such breach may be enjoined through injunctive proceedings, in addition to any other rights and remedies that may be available to either Party as per applicable law or in equity.

**67. Exceptional events – Force Majeure**

67.1. An "Exceptional Event" includes:

(a) any fire, strike, riot, civil unrest, terrorist act, war or industrial action;

(b) any natural disaster such as floods, tornadoes, earthquakes and hurricanes;

(c) any epidemic, pandemic or public health emergency of national or international concern;


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu

(d) any act or regulation made by a government, supra national body or authority that we believe stops us from maintaining an orderly market in relation the instruments traded on the trading platform;

(e) the suspension or closure of any exchange;

(f) the nationalisation of any exchange by a government;

(g) the imposition of limits or unusual terms by a government on any instrument and/or its derivative traded on our platform;

(h) the abandonment or failure of any instrument that we use to make our quotes;

(i) excessive changes to the price, supply or demand of any product. We may also call an Exceptional Event where we anticipate this change (within reason);

(j) technical failures in transmission, communication or computer facilities including power failures and electronic or equipment failures;

(k) the failure of any supplier, intermediate broker, agent, principal custodian, sub-custodian, dealer, exchange, clearing house or regulatory organisation to perform its obligations to us;

(l) 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 our services relate to.

67.2. If an Exceptional Event happens, the availability and speed of our service, including the platform, website, our execution of your order, the availability of the different functionalities which we may provide as part of our services including instructions which you may give in respect of a trade, as well as any of our obligations under this Agreement may be delayed, may not be available, or may not be carried out. We will not be liable to you for any losses which you incur as a result.

67.3. We will use commercially reasonable efforts to resume normal performance of our services after an Exceptional Event occurs.

67.4. We will tell you in writing as soon as possible that an Exceptional Event has occurred.

**68. Compliance with CySEC Rules**

68.1. These Terms and Conditions and any orders and trades are subject to all Applicable Law and regulation, including (but not limited to), the CySEC rules, articles, by-laws, rules, regulations, policies, procedures and interpretations of any relevant exchanges, markets and clearing houses in which we may elect to hedge any trades; and any other applicable regulatory, self-regulatory or governmental authority requirements ("Applicable Law").

68.2. We will not be liable to you for any action, inaction, decision or ruling made pursuant to Applicable Law. We may also take or omit any action that we consider reasonable to comply with Applicable Law.

68.3. Any reference to a person in these Terms and Conditions shall include bodies corporate, unincorporated associations, trusts, partnerships and individuals.

**69. Rights of third parties**

A third party will not be able to benefit from or enforce a term of these Terms and Conditions.


**trading.com Markets EU Ltd**
5 Eirinis Street, 3042 Limassol, Cyprus
support.eu@trading.com
www.trading.com/eu