

## Terms and Conditions

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By accessing this site [www.uniglobemarkets.com](http://www.uniglobemarkets.com), you signify your agreement with and understanding of the following Terms and Conditions pertaining to both this site and any material on it.

### **1. Authorization and use of online portal and trading facilities.**

1.1 - For clients of Uniglobe Markets, the Company reserves the right to change these Terms and Conditions at any time without notice to you. You are therefore responsible for regularly reviewing these Terms and Conditions. Continued use of this site following any such changes shall constitute your acceptance of such changes.

1.2 - No act of downloading or otherwise copying from this site will transfer title to any software or material at this site to you. Anything that you transmit to this site becomes the property of the Company, may be used by the Company for any lawful purpose, and is further subject to disclosure as deemed appropriate by the Company, including to any legal or regulatory authority to which the Company is subject. The Company reserves all rights with respect to copyright and trademark ownership of all material at this site, and will enforce such rights to the full extent of the law.

1.3 - A browser may access this web site on his/her own responsibility, and it does not mean in any way that he/she has become a client of Uniglobe Markets.

1.4 - The browser is fully aware that all information and analysis provided by the company on this site is to view only, and do not constitute in any case to urge the browser to carry out any buying or selling transactions of any of the financial instruments provided by the company.

1.5- The information and analysis contained in Uniglobe Markets web site may not be complete, or accurate, and therefore, the company does not assume the responsibility towards any investor or any third party regarding the accuracy of the information contained on this web site.

1.6 - We are not responsible for any contents published on any other web site, even those we may link to. Uniglobe Markets will not be held responsible for any consequences that may result from actions based on the contents of another web site.

1.7 - You may access Uniglobe Markets web site from any place in the world, but the financial products mentioned on the web site may not be allowed by law to all investors in all countries. The access to this web site may be restricted to certain legal restrictions. Users of this web site subject to such legal restrictions and are not allowed accessing it, and the company does not bear any responsibility towards any individual who may access the web site illegally. (more details at 4.0).

1.8 - Uniglobe Markets may collect personal information from its web site visitors. Such information will be used according to Uniglobe Markets Privacy Policy.

1.9 - Uniglobe Markets may provide this site content in other languages only to facilitate the users, and as such bears no responsibility for the correctness of the translated pages. Content in English version supersedes other language pages.

1.10 - Uniglobe Markets reserves the right to change, update, and amend the terms and conditions at any time. They will be posted on this web site and you are responsible for regularly reviewing these terms and conditions.

## **2. Client Obligations**

2.1 - Uniglobe Markets 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, or who, otherwise, cannot form legally binding contracts under the law(s) applicable in their country of residence.

2.2 - 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 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.

2.3 - In agreeing to these Terms and Conditions, you authorize 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 authorize 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. Financial Experience and Knowledge**

3.1 - Uniglobe Markets online trading facility is available only to, and may only be used by persons who have sufficient experience and knowledge in financial matters to be capable of evaluating 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 who have done so without relying on any information contained on, or in our Online trading facility and/or otherwise provided by us in relation thereto.

3.2 - We shall not be responsible for verifying and/or checking whether you have sufficient knowledge and/or experience for accessing and/or using our Online trading facility and/or entering into financial contracts via our Online trading facility, nor shall we be responsible for any damages and/or losses incurred by you as a result of insufficient knowledge and/or experience.

## **4. Legal Restrictions**

4.1 - Uniglobe Markets 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.

4.2 In that regard, you understand that the laws regarding financial contracts 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.

4.3 - 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.

## 5. Services

5.1 - In consideration of us agreeing to carry one or more Accounts for you and providing Services to you in connection with the purchase and sale of Supported Financial Instruments, which may be purchased or sold by or through our Online trading facility, or otherwise, for your Account, you hereby agree as follows:

These Terms and Conditions cover the entire scope of Services provided by us including, but not limited to, the access and use of our online trading facility, data collection and storage practices, downloadable material from our Online trading facility, financial information published on our online trading facility (either by us or by any affiliated party), electronic content, real time information, about the exchange rate of some currencies, tools for executing transactions in the foreign exchange market through the internet, by phone or email and any other features, content or services that we may add in the future. These Terms and Conditions cover any form of communication between us and you including Electronic Messaging, e-mail, telephone and more.

## 6. Registration Requirement

6.1 - 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, at any given time, starting from the date of your registration with us, we may ask you to provide personally identifiable information. We reserve the right to limit, block access to our Online trading facility and/or terminate and/or close your Account with us, if such information is not provided and/or if any such information provided to us appears to be untrue, inaccurate, incomplete and/or incorrect. If you choose to provide us with such information and register with us as our client, you are confirming to us that any information provided to us is true, accurate, updated and complete information about yourself. Additionally, you agree that you will not impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from us for any purpose or reason.

6.2 - Please note that when you register with us, you will choose a username and password that will personally identify you each time you log on to our system ("Access Codes"). Your Access Codes (username and password) should be kept strictly private and confidential at all times. It is your sole and exclusive responsibility to safeguard this information and you are responsible for all actions made using your Account User Information. You agree: (a) to notify us immediately of any unauthorized use of your Access Codes or of any other violation of security and (b) at the end of each use, to log out from your Account in an orderly way. If the security of your Access Codes is breached, or if you suspect that they are being wrongfully used – please contact our Customer Support team immediately.

## 7. KYC requirements

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

7.1 - You must provide us with true and complete information to us at all times; including but not limited to, the information/documentation stated above.

7.2 - In that connection, you hereby represent, warrant, covenant and agree that: (a) you are at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to you; (b) you are of sound mind and you are capable of taking responsibility for your own actions; (c) all the details that you have submitted to us or any details given to us when opening an account and making a deposit are true, accurate, complete and match the name on the payment card and/or payment accounts in which you intend to deposit or receive funds from your account; (d) you have verified and determined that your use of our online trading facility does not violate any laws or regulations of any jurisdiction that applies to you.

7.3 - If any of the above statements is untrue or inaccurate with respect to you, please inform our Customer Support team immediately, and we shall inform you if/how you may continue to access and/or use our Services.

7.4 - You undertake to advise the Company promptly of any change in circumstances which causes the information provided during the Account opening process to become incorrect and to provide the Company with a suitably updated information within 30 days of such change in circumstances. If you fail to comply with these obligations or refuse to provide requested documentation for establishing the status, the Company retains the right to suspend, or even close, accounts you hold.

7.5 - 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.

7.6 - 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.

7.7 - 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.

7.8 - We reserve the right to communicate with you by telephone, facsimile, email, posts, newsletters issued by us and/or any other means of communication, whether such communication is personally

addressed to you or generally addressed to all our clients and/or posted on our Online trading facility. By accepting these Terms and Conditions, you acknowledge and confirm, without prejudice to any other Terms of this Agreement, that all such means of communications on our end are deemed to be acceptable and that any information or notification so provided shall be deemed to have been received by you and/or any transaction so executed shall be deemed final and binding on your part.

7.9 - By opening an Account with us, you will be subject to, and you hereby expressly agree to abide by, all of our rules, policies and operating procedures that govern your activities on our Online trading facility. We reserve the right to refuse and/or decline our Services to any Person and to close the Account of any Person, at any time, at our sole discretion, and for any reason, without being obliged to provide any explanation or justification. All data relating to Persons who open an Account with us will remain our sole and exclusive property and by entering into this Agreement you acquire NO right to any such information, except as expressly stated herein.

7.10 - 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 assess and reassess your knowledge and experience to use our Online trading facility at any time, at our sole discretion.

## **8. Your Account with us**

For the purpose of our Services and the transactions described herein, subject to the Terms and Conditions set forth herein, we will facilitate the opening and operation of one or more accounts for you on our Online trading facility, to be denominated in a currency determined by you, in which all Transactions and/or Contracts entered into by you via our Online trading facility will be recorded.

### **8.1 Base Currency**

8.1.1 - You shall designate a base currency for each of your Accounts on our Online trading facility, which shall be US Dollars, or any other currency listed on our Website(s), which is determined and/or stated in advance as the base currency of your Account.

8.1.2 - All payments from you to your Account on our Online trading facility will be made on your request in the Base Currency of your Account. If we receive or recover any amount in respect of any of your obligations in a currency other than the Base Currency of your Account, the provisions of Section 46 hereinabove shall be applicable mutatis mutandis.

8.1.3 - 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 Base Currency of your Account, the provisions of Section 46 hereinabove shall be applicable mutatis mutandis.

8.1.4 - No instructions to pay a third party from your Account will be accepted by us, unless otherwise determined by us in writing.

## 8.2 Credentials (Access Codes)

8.2.1 - In order to allow you to access and use our Online trading facility, we will provide you for each Account with a unique username and password that will allow you; (a) to access and use our Online Trading Facility; (b) to access and use your Account for the purpose of evaluating real-time evaluations of your open trading positions and consulting and/or reviewing historical transactional and account data; and (c) to access and use your Account for the purpose of entering into Transactions and/or Contracts and place trades related to Transactions and/or Contracts via our Online trading facility. The logins and passwords will continue to be in force unless terminated by either Party. We may provide replacement logins and passwords, at any time as we think fit, to protect the security of your Account and/or prevent unauthorized access and/or use of your Account.

8.2.2 - In relation to any of your Access Codes, you acknowledge and undertake that: (a) you will be responsible for the confidentiality and use of your Access Codes; (b) other than with our prior written consent, you will not disclose any of your Access Codes to other Persons for any purpose whatsoever; (c) we may rely on all Instructions, Orders and other communications entered using any of your Access Codes, and you will be bound by any transaction entered into or expense incurred on your behalf in reliance on such instructions, Orders and other communications;

8.2.3 - In the event that your Access Codes have been lost, stolen or compromised, you will promptly notify us thereof in writing. Upon receipt of such notice, we will immediately terminate your Access Codes, provided, however, that you will at all times remain responsible for any actions taken through the use of your Access Codes before they are terminated by us.

8.2.4 - 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(s) 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 Section.

## 9. Funding and Payments

9.1 - You may deposit funds into your Account at any time. Deposits will only be accepted by a payment method offered by the Company (e.g., bank wire transfer, electronic payment methods, etc.) in the same name as yours. Under no circumstances will third party or anonymous payments be accepted. Unless expressly determined and stated otherwise, we do not accept payments by cash and/or cheque.

9.2 - If you give an instruction to withdraw funds from your Account, we will reduce the requested funds immediately from your Account balance and shall use our best efforts to process the specified withdrawal request within 24 working hours, provided that the following requirements are met: (a) the withdrawal request includes all necessary information; (b) the instruction is to make a payment through a payment method in your name (e.g., bank wire transfer, electronic payment method(s), etc.); (c) you have provided full identification documentation to support your withdrawal request; and (d) in cases where there are open positions in the Account, the Margin Level in your Account does not fall below the minimum required level.

9.3 - If we accept any payments to be made by a debit/credit card or any other payment method in respect of which processing fees may be charged, we reserve the right to levy a transfer charge.

9.4 - 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.

9.5 - We shall not be liable: (a) to pay interest to you on any credit balance(s) in any Account(s) or on any other funds you deposit with us or which we are holding on your behalf ; or (b) to account to you for any interest received by us, or in respect of which we are the beneficiary, in connection with any funds you deposit with us or which we are holding on your behalf, or in connection with any Contract and/or Transactions; you consent to waive all rights to such interest and you acknowledge and agree that we will be the beneficiary of all such interest.

## **10. Deposits, Withdrawals and Refunds**

### **10.1 Deposit**

10.1.1 - We reserve the right to impose deposit limits and deposit fees in our system(s), at any time.

10.1.2 - You agree that any funds transmitted to our bank accounts or e-wallets by you or, where permitted, on your behalf, will be deposited into your Account with us at the value date of when they were received by us and net of any charges/fees charged by the payment providers or any other intermediary involved in such transaction process.

10.1.3 - Before accepting any such funds into our bank accounts and/or making any such funds available in your Account with us, we must be fully satisfied that you, as our client, are the sender of such funds, or that such funds have been transmitted to us by an authorized representative of you, as our client;

### **10.2 Withdrawals and Refunds**

10.2.1 - We reserve the right to impose withdrawal limits and withdrawal fees in our systems, at any time.

10.2.2 - Upon submitting a withdrawal request 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.

10.2.3 - When a withdrawal or refund is performed, we reserve the right (but shall under no circumstances be obliged) to remit the funds to the same remitter from, and by the same payment method through which such funds were initially received by us. In that connection, we reserve the right, at our sole discretion, (a) to decline withdrawals via certain specific payment methods; (b) to require another payment method as the one indicated in any withdrawal request, in which instance a new withdrawal request may have to be submitted; and/or (c) to require that further documentation be submitted, as required by applicable "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation" and/or any other similar rules and regulations applicable to us, before proceeding with any withdrawal request.

10.2.4 - If we are unable to remit the funds, or any partial amount thereof, to the same remitter from, and by the same payment method through which such funds were initially received by us, we reserve the right to transmit the funds via an alternative payment method selected by us, at our sole discretion, in any currency we deem fit (regardless of the currency in which the initial deposit was made). Under these circumstances, we shall not be responsible for any transfer fees or charges imposed by the receiver and/or for any currency exchange rates resulting from the payment of such amount.

10.2.5 - Withdrawal requests that are accepted and approved by us in accordance with the terms of this Agreement are, in principle, processed within 24 working hours following the receipt of the transfer request instructions. We reserve the right to decline a withdrawal request if the request is not in accordance with the provisions of this terms and conditions, or to delay the processing of the request if we are not satisfied with the ancillary documentation submitted with the withdrawal request.

10.2.6 - You agree, when we so request, to pay any bank transfer fees incurred when you are withdrawing funds from your Account or when funds are refunded by us to your designated bank account. You are solely responsible for the payments details you are providing us with and we do not accept any responsibility for your funds, if the payment details you have provided to us are incorrect or incomplete. It is also understood that we do not accept any responsibility for any funds that are not directly deposited into our bank accounts.

### **10.3 Card Deposits**

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

10.3.2 - Before you can use your credit card, we reserve the right, but shall under no circumstances be obliged, to require that you register it with us. As the case may be, the credit card registration process will be clearly explained on the Credit Card Deposit screen displayed on our Online trading facility. Upon submitting your credit card registration, 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. Once your credit card has been successfully registered, you can start depositing funds into your Account by credit card.

10.3.3 - Registering and using your debit card is the same as using a credit card. The debit card must be associated with either Visa or MasterCard. The following information must match: the mailing address you provided upon your account registration must match your credit/debit card statement’s billing address and, your full name must match the name on the credit/debit card.

10.3.4 - The Company takes the protection of its clients very seriously and has various systems, controls and tools set in place for their protection against credit card fraud and so as to be in compliance with all applicable anti-money laundering regulations. The systems, limits and controls that the Company applies for the prevention and/or identification of credit card fraudulent activity may include, but are not limited to the Limits on the; number of transactions allowed within a certain timeframe, amounts allowed to be deposited within a certain timeframe, amounts allowed to be deposited per transaction etc.

10.3.5 - 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 card fraudulent activity and ensure clients’ 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 card details and ensure that you are the legitimate owner/user of the credit card(s) used;
- b. Delay of transactions’ processing due to the investigations taking place;
- c. Refusal of credit card deposit(s) in question and refund the net amount deposited to the same credit 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(s) and active Orders associated with the credit 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.

10.3.6 - Credit/debit card transactions are generally processed within minutes of being requested. The deposited funds are available for use immediately. We do not charge any fees for using this service. If we accept any payments to be made by a credit/debit card or any other payment method that may charge processing fees, we do, however, reserve the right to levy a transfer charge. All transactions should be listed as purchases on your credit/debit card statement. You may wish to contact your issuing bank to ask if there are any fees on their side in processing these transactions.

10.3.7 - If you plan to use more than one credit/debit card to deposit funds into your Account, you will need to register it with us in accordance with the procedures.

10.3.8 - It is important to keep a record of all of your credit/debit card deposits. To help you maintain these records you should be aware that your credit/debit card deposits are recorded and reported on your credit/debit card statement.

#### **10.4 Chargebacks**

10.4.1 - If you place a chargeback with your credit card company (on purpose or by mistake) for any deposit you made in your Account with us, we reserve the right to charge a "USD 100 – investigation fee" to your Account upon receiving the chargeback by our merchant provider to cover our investigative expenses to prove that you did make the deposit, and you hereby authorize us to charge this amount to your credit card.

10.4.2 - We do not tolerate credit 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, we will pursue civil legal action in your local jurisdiction seeking any loss of income related to the fraud, including business, legal fees, research costs, employee down time and loss of revenues.

10.4.3 - We employ various techniques to detect fraudulent transaction across our Services. Fraudulent transactions are immediately cancelled after being detected. Any active Orders associated with the same fraudulent credit card will also be cancelled immediately. We also actively leverage external, cross-industry resources such as worldwide fraud blacklists etc to prevent fraudulent users from accessing our online trading facility.

10.4.4 - You agree that if you choose to do business with us and you file a chargeback with your credit card company, but you do not win the chargeback argument, you agree to pay us, in addition to the "USD 100, - investigation fee mentioned above, a "USD 100, - administrative processing fee" for our time responding to the matter. You hereby authorize us to charge this amount to your credit/debit card. If this charge is rejected, we will pursue legal action to recoup losses for our time associated with responding to the chargeback in addition to any other fees explained above. You agree to reimburse us or any Representative we may appoint for any legal expenses your actions may make us incur.

10.4.5 - In addition, we will attempt to recover fraudulently disputed charges plus additional costs via a third- party collection agency and your account will be reported to all credit bureaus as a delinquent collection account. 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;

10.4.6 - We take fraud very seriously. We keep IP logs of all deposits made in our accounts – any orders coming back as a chargeback due to fraudulent activities will be diligently pursued through criminal proceedings in your local jurisdiction for prosecution to the fullest extent of the law.

## **11. Dormant and Archiving Policy**

11.1 - In the event that there is no activity (trading/withdrawals/deposits) in all of your Accounts for a set period of at least ninety (90) calendar days we will regard your Accounts to be “dormant”. An Account shall be deemed as dormant from the last day of the ninety (90) calendar days in which there has been no activity (log in/trading/withdrawals/deposits) in the Account.

11.2 - Any pending orders may be deleted from dormant accounts.

11.3 - Dormant Accounts will be charged with a monthly dormant fee of USD 5 (five United States Dollars) or the full amount of the free balance in the Account if the free balance is less than USD 5 (five United States Dollars). There will be no charge if the free balance in the Account is zero.

11.4 - Accounts with zero balance will be archived after period of ninety (90) calendar days.

## **12. Copy Trading (Social Trading)**

### **12.1 Copy Trading Schedule**

12.1.1 -Uniglobe Markets Copy trading (hereinafter the “copy trade service” or “copy trading services” or “copy trading”) is a service that allows users (a “Copier” or “you” or “your”) to copy trades carried out by other traders (a “Guide Trader” or a “trader”).

12.1.2 - This Schedule sets out the specific terms that will apply to you when using the copy trade service on our Platform. By proceeding beyond this page, you acknowledge that you have read and fully understood, and agree to be legally bound by the terms set out in this Schedule.

12.1.3 - The terms in this copy trade service shall apply to you in addition to our Terms and Conditions of all the services provided by Uniglobe Markets. If there is a conflict between the Terms and Conditions and this Schedule, the terms of this Schedule shall prevail.

12.1.4 - Unless otherwise defined, the capitalised words in this Schedule will have the same meaning given to those words in the Terms and Conditions. In the case of a conflict in the capitalised words, the terms and condition of Copy Trading Service shall prevail. By using our copy trade service, you agree to the terms in this Schedule along with the share of profits from us or a Guide Trader.

### **12.2 Risk Disclosure**

12.2.1 - Please note that this Risk Disclosure is in addition to any risk disclosure in relation to products traded on our platform. In making a decision to copy a specific trader or trader’s investment strategy or portfolio, you shall consider your financial status, including your financial commitments or burden. You shall understand that copy trading is highly speculative and that you could sustain significant losses exceeding the Guide Trader amount used to copy a trader or traders. You shall in particular be aware of the following risks associated with copy trading:

- a. copy trading involves automated trading execution wherein trades are opened and closed in your account without your manual intervention and further instructions performed by you.
- b. if you manually modify or close an order generated by the Copy Trader functionality, you may achieve a materially different result than the trader that you copied from(c) copied trades in amounts lower than the minimum trade (as specified on our platform) will not be opened.
- c. copied trades in amounts lower than the minimum trade (as specified on our platform) will not be opened.
- d. cash-out and withdrawals by the Guide Trader, strategy and/or portfolio you are copying may also generate a materially different result for you than the Guide Trader that you copied. This is due to a number of different factors including your starting account balance, the effect of the difference in trading proportions, the minimum trade size, your account settings, differences in spread, interest and investment price at the time of your investment, and also the difference in fees that may be incurred;
- e. Where following and/or copying the trading decisions of inexperienced and/or unprofessional traders creates risk and we make no representations as to the level of expertise, skill and care of a particular trader you choose to follow and/or copy;

### **12.3. Trade Execution**

12.3.1 - Copy trading is a trading functionality which allows you to copy the account of other traders. You do this by either copying a specific Guide Trader. By placing a copy trade instruction through our Platform, you are authorising and instructing us to execute trades for your account that automatically mirror the account of the Guide Trader to the maximum extent possible subject to limitations in the service or the copy trader functionality which may be disclosed on our Platform from time to time, without any prior consultation, consent of approval. The copy trades may be executed on a pro rata basis and in relation to the same products and the same trading instructions. As a result, we are authorised open and close positions, set limits and perform all other actions necessary to carry out the copy trading service.

12.3.2 - We may be unable to copy trades in exactly the same manner as the Guide Trader or the Copy Portfolio for the following reasons:

- a. such trades may be unavailable to you or your account as a result of Applicable Law or otherwise.
- b. We will not open trades in amounts lower than the minimum trade.
- c. We will not open trades in amounts higher than the maximum trade.

12.3.3 - In ensuring that we are able to copy a trade for you to the maximum extent permissible, you authorise us in our sole discretion to allocate the balance available in your account proportionate to the copied account.

12.3.4 - When we automatically execute an order based on your instruction to copy a trader or a portfolio, we will not be required to seek your consent, prior approval or any confirmation from you prior to and for the execution of such an order.

12.3.5 - There are a number of order restrictions when copy trading, including on the minimum and maximum amount that can be invested in any trader that you copy, the minimum amount on any single copy trade, and the maximum number of traders that you can copy.

12.3.6 - When you use the copy service to open a position, follow the rules below:

- a. We do not support to copy any guide trader's trades or operations that have been made before the time you start copy trade
- b. Provided that the trader has an order in progress, we will not copy the trader's operations of adding or reducing positions or opening a new order for you before the order is closed.
- c. When copying a portfolio, the slippage caused by extreme market events or particular conditions of the exchange your order is placed is normal.
- d. As the trading environments are varied among different platforms, the execution results of your each copy order should be in accordance with specific rules of your corresponding platform.

## 12.4 - Limitations of Liability

12.4.1 - We provide our services including our copy trade on an "as is" basis. To the maximum extent permitted under applicable law we provide no warranty and make no representations on the quality of our platform and our service. By using our services, you do so solely at your own risk. Under no circumstances and under no theory of law (tort, contract, strict liability or otherwise), shall we or any of the indemnitees be liable to you or any other person for any damages arising from the use, the platform, the site, third-party content or any account, regardless of whether such damages are direct, indirect, special, incidental or consequential damages of any character, including damages for trading losses, loss of information, business interruption or lost profits, lost savings, or loss of data, or liabilities under any contract, negligence, strict liability, or other theory arising out of or relating in any manner to the site, the platform, third-party content or any account or for any claim or demand by any third party, even if we knew or had reason to know of the possibility of such damages, claim or demand if the foregoing disclaimer and waiver of liability should be deemed invalid or ineffective.

12.4.2 - In addition, to the extent permitted by Applicable Law, we will not be liable for (i) any actions we take in order to carry out your instructions in relation to a copy trade or (ii) any decisions or actions taken by a Guide Trader or strategy that you have chosen to copy.

12.4.3 - Notwithstanding the provision above to the maximum permitted extent under Applicable Law, copy trading shall not amount to any form of investment, portfolio or asset management.

12.4.4 - To the maximum extent permitted by Applicable Law, nothing in our copy trade services or functionality shall amount to any personalised investment recommendations, investment advice, tax related advice or other financial advice of any kind.

12.4.5 - Any explanation or information which we give to you as part of our services, or about the performance of the copy trade is not intended to be and should not be considered as any form of investment advice. Any information provided by us through our Platform is solely for informational purposes.

12.4.6 - You should use any information gathered from our website or social trading features as a starting point for your own independent research and investment decision making. However, you should not make investment decisions based on information provided on our platform or by our community.

12.4.7 - We will take reasonable steps to monitor the performance of any copied Guide Trader under the copy trading functionality, as well as the performance of the functionality of our copy trade service.

12.4.8 - We reserve the right to pause, stop, or block:

- a. any Guide Trader from being copied under the Copy Trader functionality; and

- b. any portfolio or trading strategy from being copied under the Copy Portfolio functionality. In this case, open trades entered into as a result of the Copy Trader or Copy Portfolio functionality will be closed.

12.4.9 - We reserve the right to terminate the Copy Trader or Copy Portfolio service at our discretion.

12.4.10 - We may also terminate the Copy Trader or Copy Portfolio service if we suspect or have reason to believe that (i) prohibited trading activities, including manipulative or abusive trading activities, are being conducted; (ii) fraudulent or incorrect information has been provided during the account opening process; or (iii) you have otherwise acted in bad faith.

12.4.11 - On a termination of the Copy Trader or Copy Portfolio service, open trades entered into a result of these functionalities will be closed.

12.4.12 - We reserve the right to amend the terms of the copy trader or copy portfolio service without further consent from you.

## **12.5. Disclaimers**

12.5.1 - We do not represent or guarantee the performance of any trader, investment, account, portfolio, or strategy. We do not guarantee the recurrence of past rates of return that have been made by a Guide Trader or portfolio you choose to copy, and the profits (or losses) you make or incur may not match those of a Guide Trader or portfolio you copy.

12.5.2 - Past performance, risk scores, statistics, and any other information with respect to our Platform's traders under our Copy Trader and/or Copy Portfolio functionality, or of different portfolios and trading strategies under our Copy Portfolio functionality are not reliable indicators of future performance.

12.5.3 - We do not presentment or guarantee as to whether you will obtain similar gains or losses as those shown by the copied traders or portfolios.

## **13. Introducer Broker Policy**

### **13.1 IB Requirements;**

- a. Any individual or corporation can open an IB account with Uniglobe markets by meeting the general conditions of account opening as described in Terms and conditions.
- b. To become an IB minimum of 3 three active clients need to be introduced. Active clients mean, a client have successfully opened and verified their account and minimum 300 USD has been deposited for trading activities.
- c. IB is not allowed to have their own account or of their immediate family members accounts for the commission purposes.
- d. If any of the IB's clients (Client under Introducing Broker) close the trade in less than five minutes, then the IB commission can't be generated for such trades.
- e. Commission will be added to the IB account on basis of initial agreement and commission structure as agreed, which can be daily or monthly.

### **13.2 IB Obligations an IB registered with Uniglobe Markets, shall;**

- a. not take or omit to take any action which you know or ought reasonably to know is reasonably likely to prejudice or to bring into disrepute in any manner our business or reputation or that of any of our associates.

- b. not knowingly do or commit (or permit to be done or committed) any act, matter or thing that you know or ought reasonably to know is reasonably likely to put us in breach of any of the provisions of the Client Agreement or Applicable Regulations.
- c. not, in their capacity as introducer, incur any liability on our behalf or in any way pledge or offer our credit or accept or enter into any contract binding upon us.
- d. not, in their capacity as introducer, incur any liability on our behalf or in any way pledge or offer our credit or accept or enter into any contract binding upon us.
- e. at times act in good faith for and towards us.
- f. not in any way represent to any Client that you or will guarantee such Client against loss, limit the loss of such Client or not call for or attempt to collect required initial margin maintenance margin as established by us.
- g. not do anything, which is either intended or has the effect of creating a binding contract or arrangements between us and any other third person or of engaging us in any liability.
- h. not at any time hold any assets belonging to Clients or money which is or is to be treated as client money

### 13.3 How to retain your IB account

- a. Every month minimum of three new unique clients need to be introduced
- b. Each of these minimum client trading account need to be funded as per initial requirement
- c. If an IB do not fulfill the above conditions, then company has the right to cancel or freeze the commissions until the conditions are met. Company has also the right to cancel the IB account in cases where its conditions are not met.

### 14. Swap Free Accounts (Islamic)

14.1 - We offer the possibility to open Islamic (Swap-free) Accounts with us. Swap-free trading accounts are available only to those clients who cannot use swaps owing to their religious beliefs. Accordingly, in all instances where we receive a request for an Islamic (Swap-free) Account, we reserve the right to require an adequate justification for and/or proof of the necessity or need of any such conversion. Furthermore, we reserve the right to refuse the processing of any such request for any reason whatsoever, without being obliged to provide any explanation or justification.

14.2 - Clients are not allowed to use Swap-free Accounts to make profits from Swaps and may not request the payment of any Swap amounts that have been lost as a result of converting their real trading Account(s) into one or more Swap-free Account(s) for the period during which their real trading Account(s) has/have been converted into one or more Swap-free account(s).

14.3 - Clients are not allowed to use swap-free accounts to hold any position for more than 60 days. If clients do that, the swap will be charged on all opened positions. The crypto pairs are also not allowed to trade in swap-free accounts.

14.4 - In the event that we detect any form of abuse, fraud, manipulation, cash-back arbitrage, carry trades, or other forms of deceitful or fraudulent activity in regard to any Swap-free Account of any client, we reserve the right, at any time, (a) with immediate effect, to revoke the Swap-free status (b) to correct and recover any un- accrued Swaps and/or (c), with immediate effect, to close all trading Accounts of such client with us, nullify all trades carried out in such client's trading Accounts cancel all profits or losses.

## 15. Termination of Client Relationship and Liquidation of Accounts

15.1 - Without prejudice to any other provisions of this Agreement, in particular, but without limitation, those pertaining to Events of Default, our client relationship under this Agreement shall remain in force u

15.2 - Unless required by Applicable Laws, Rules and/or Regulations either Party may terminate this Agreement by giving written notice of termination to the other.

15.3 - Upon terminating this Agreement, all amounts payable by you to us will become immediately due and payable including all outstanding fees, charges and commissions; , any dealing expenses incurred by terminating this Agreement; and any losses and expenses realized in closing out any Transaction or Contract, or settling or concluding outstanding obligations incurred by us on your behalf.

15.4 - On termination, we shall complete all Transactions and/or Contracts that are already entered into or under execution and these Terms and Conditions shall continue to bind both parties in relation to such Transactions and/or Contracts. We shall be entitled to deduct all amounts due to us before transferring any credit balances on any Account(s) to you and we shall be entitled to postpone such transferring until any and all Transactions and/or Contracts between you and us are closed. Furthermore, we shall be entitled to require you to pay any charges incurred in transferring your investments.

15.5 - In the event that you involve us, directly or indirectly, in any type of fraud, we reserve the right, at our sole discretion and without prejudice to any other rights we may have under this Agreement, to reverse all previous Transactions and/or Contracts, which would or could place our interests and/or any of our (other) clients' interests at risk.