General Terms and Conditions

This Agreement is entered into by and these Terms & Conditions (hereinafter referred to as the **“Agreement”**) shall regulate the relationship between **Digital Smart LLC,** with Company business number L 22205 and registered at: Lighthouse Trust Nevis Ltd, Suite 1, A.L. Evelyn Ltd Building, Main Street, Charlestown, Nevis (hereinafter referred to as the **“Company”**), and the user (a natural or legal entity) (hereinafter referred to as the **“Client”**) of https://capitalbear.com/ (hereinafter referred as the **“Website”**).

1. The Client confirms that he/she has read, understood and accepted all information, conditions and terms set out on the Website which are open to be reviewed and can be examined by the public and which include important legal Information.
2. By accepting this Agreement, the Client agrees and irrevocably accepts the terms and conditions contained in this Agreement, its annexes and/or appendices as well as other documentation/information published on the Website, including without limitation to the Privacy Policy, Payment Policy, Withdrawal Policy, Code of Conduct, Order Execution Policy and Anti-Money Laundering Policy. The Client accepts this Agreement by registering an Account on the Website and depositing funds. By accepting the Agreement, and subject to the Company’s final approval, the Client enters into a legal and binding agreement with the Company.
3. The terms of this Agreement shall be considered accepted unconditionally by the Client upon the Company’s receipt of an advance payment made by the Client. As soon as the Company receives the Client's advance payment, every operation made by the Client on the Trading Platform shall be subject to the terms of this Agreement and other documentation/information on the Website.
4. The Client hereby acknowledges that each and any Operation, activity, transaction, order and/or communication performed by him/her on the Trading Platform, including without limitation through the Account, and the Website, shall be governed by and/or must be executed in accordance with the terms and conditions of this Agreement and other documentation/information on the Website.
5. By accepting this current agreement, the Client confirms that he/she is able to receive information, including amendments to the present Agreement either via email or through the Website.
6. A client that is a legal entity can register with the Company not through the Website but by sending an email with its request to support@capitalbear.com. All terms and conditions contained herein, including without limitation to 1 to 5 above, shall at all times be applicable to the Legal Entity and the latter shall conform with such terms and conditions, obligations and rights at all times.

1. Terms

Account – means a unique personified account registered in the name of the Client and which contains all of the Client’s transactions/ operations on the Trading Platform (as defined below) of the Company.

Ask - means the higher price in a quote. The price the Client may buy at.

Bid - means the lower price in a quote. The price the Client may sell at.

CFD (contract for difference) - means a tradable contract entered into between the Client and the Company, who exchange the difference in the value of an Instrument, as specified on the Trading Platform at the time of opening a Transaction, and the value of that Instrument at the contract's end.

Turbo Options and/or All or Nothing Options – means financial instruments where a prediction is made on the direction of the price movement of an asset at a certain period of the day. The payout is pre-determined as a fixed amount whether the option expires in the money or if the option expires out of the money.

Digital Option Contract – means a type of derivative instrument where the Client earns a payout if they correctly predict the price movement of the underlying asset at the time of the option's expiry. The prediction can be made as to whether the value of the underlying asset will fall above or below the strike price at the time of expiration. Should the option expire at the selected strike price, this will result in the return of the investment amount.

Execution - means the execution of Client order(s) by the Company acting as the Client's counterparty as per the terms of the present agreement.

Financial Instruments - means the Financial Instruments as per paragraph 2.4 below that are available on the Company's Trading Platform.

KYC documents - means the documents to be provided by the Client, including without limitation to the a copy of the passport or ID and utility bill of the Client, in case it is a natural person and/or certificates showing the management and ownership going all the way up to the ultimate beneficial owner, in case it is a legal entity, and any other documents the Company may request upon its sole discretion.

Market - means the market on which the Financial Instruments are subject to and/or traded on, whether this market is organized / regulated or not and whether it is in Saint Kitts and Nevis or abroad.

Market Maker - means a company which provides BID and ASK prices for financial instruments.

Operations – means actions performed at the Client's Account, following an order placed by the Client,, connected with but not limited to crediting of funds, return of funds, opening and closing of trade transactions/positions and/or that relate to financial instruments.

Prices - means the prices offered to the Client for each transaction which may be changed without prior notice. Where this is relevant, the "Prices" given through the Trading Platform include the Spread (see definition below).

Services – means the services described in section 3 of this Agreement.

Spread - means the difference between the purchase price Ask (rate) and the sale price Bid (rate) at the same moment. For avoidance of doubt, a predefined spread is for the purposes of this Agreement assimilated commission.

Trading Platform - means an electronic system on the internet that consists of all programs and technology that present quotes in real-time, allow the placement/modification/deletion of orders and calculate all mutual obligations of the Client and the Company.

Serviced Countries - means any country available for registration on the Company's Website (e.g Thailand, India, Brazil)

2. Subject of the Agreement

1. The subject of the Agreement shall be the provision of Services to the Client by the Company under the Agreement and through the Trading Platform.
2. The Company shall carry out all transactions as provided in this Agreement on an execution-only basis, neither managing the account nor advising the Client. The Company is entitled to execute transactions requested by the Client as provided in this Agreement even if the transaction is not beneficial for the Client. The Company is under no obligation, unless otherwise agreed in this Agreement and/or other documentation/information on the Website, to monitor or advise the Client on the status of any transaction, to make margin calls, or to close out any of the Client's open positions. Unless otherwise specifically agreed, the Company is not obligated to make an attempt to execute the Client's order using quotes more favorable than those offered through the Trading Platform.
3. The Investment and Ancillary Services which the Company should provide under the terms of the Agreement are stated below, and the Company will provide them in its capacity as a market maker under the terms of this Agreement. In addition, the Company may, at its sole discretion without providing prior notice to the Client, decide to transmit orders and/or be an intermediary for Clients' transactions. The Services that the Company provides in relation to one or more Financial Instruments are the following (the list below shall not be regarded as exhaustive):
    - Reception and transmission of orders in relation to one or more Financial Instruments.
    - Execution of the orders on behalf of the Clients.
    - Dealing on Own Account.
    - **b. Ancillary Services**
        i. i. Safekeeping and administration of the Financial Instruments for the Client's Trading Account, including custodianship and related services such as cash/collateral management.
        ii. ii. Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction.
        iii. iii. Foreign exchange services where these are connected to the provision of the Investment Services.
    - The Company does not provide investment, tax or trading advice unless specified as such between the Client and the Company in a separate agreement. Our services include 'execution only' meaning that the Company will act on your instructions and will not advise you on any transaction, nor will we monitor your trading decisions to determine if they are appropriate for you or to help you avoid losses. You should obtain your own financial, legal, taxation and other professional advice.
    - **c. Financial Instruments (the list below shall not be regarded as exhaustive):**
        i. Option Contracts (i.e. Digital Options and/or Turbo Options and/or Blitz Options)in stocks, commodities, indices and currency pairs;
        ii. Financial Contracts for Difference (CFDs) in stocks, currency pairs (FX), commodities, ETFs, indices and CFDs in cryptocurrencies;
    - Trading in CFDs and other derivatives does not give you any right, voting right, title or interest in the underlying instrument of the Transaction. You understand that you are not entitled to take delivery and are not entitled to ownership of any underlying instrument. CFDs and other derivatives are not traded on a regulated exchange and are not cleared on a central clearinghouse. This exchange and clearinghouse rules and protections do not apply. The Company reserves the right to, at its sole discretion and for all CFD products, impose the following expiration times: daily/weekly/monthly and/or no expiration at all.
    - **d. Protected CFDs**
      On its Website the Company is entitled to provide financial services of Contracts for

Difference (CFD) with intrinsic protection (Protected CFDs). The risk of loss for Protected CFDs is limited to does not exceed the sum invested by the Client in a particular CFD contract with the addition of any trading and/or ongoing trading fees incurred as a result of opening such CFD.

Clients may choose to opt in or out from the features offered by Protected CFDs by choosing the option to use the balance in their trading account in order to keep a CFD position open ("CFDs on margin"). In this instance, when the loss for a position reaches 95%, an additional 20% of the original investment amount is reserved from the Client's account. If the CFD position takes further losses, the Client's available balance is further reduced by 20% accordingly. The Client can limit the additional funds reserved on his account balance by specifying his acceptable level of loss for a CFD position.

In both features of CFDs described above, the Company offers negative account balance protection i.e. the Client's losses may never exceed the total amount of funds available in the Client's account. In addition, the risk of loss in relation to the corresponding potential benefits for CFDs described above, is reasonably understandable in light of the particular nature of the proposed financial contract.

3. General Provisions

1. Subject to the provisions of this Agreement, the Company agrees to provide the Client with the Services subject to the Client:
    a. Being of age of maturity in accordance with the jurisdiction he/she resides in or is a resident of, is of legal competence and of sound mind.
    b. Not residing in any country where distribution or provision of the financial products or services offered by the Company would be contrary to local laws or regulations. It is the Client's responsibility to ascertain the terms of and comply with any local laws or regulations to which they are subject.
    c. Not being a citizen of USA/territories of the US, North Korea, Palestine, Vatican and/or a resident of either the USA/territories of the US, Canada, Afghanistan, Australia, Belarus, Belgium, Bouvet Island, Cuba, Democratic Republic of the Congo, Eritrea,Ethiopia,Gibraltar, Haiti, Iran, Israel,, Libya, Mali, Myanmar, North Korea, Palestine, South Sudan, Sudan, Syria, the Russian Federation, the United Kingdom, Ukraine, Vatican,any country of the European Economic Area and/or other non-serviced countries.The Company will offer Services to the Client at the absolute discretion of the Company subject to the provisions of this Agreement.
2. The Client is prohibited and shall not, under no circumstances, be allowed to execute any transactions/Operations on the Trading Platform, Website and/or through his/her Account, that would as a result exceed the total balance and/or amount of money deposited/maintained with his/her Account. Such deposited amounts shall be considered to have been provided as collateral, either in the form of a lien or otherwise, to the Company by the Client by which the obligation of the Client to pay any money to the Company is secured.

4. Services of the Company

1. Services – services provided by the Company to the Client through the Trading Platform of the Company, including without limitation to customer, analytics, news and marketing information services.
2. The Company shall facilitate the execution of trade activities/orders and/or transactions of the Client but the Client hereby acknowledges and accepts that the Company shall not at any time provide any trust services and/or trading consultation or advisory services to the Client.
3. The Company shall process all transactions/Operations of the Client in accordance with the terms and conditions of this Agreement and on an execution-only basis. The Company shall not manage the Client's Account nor advise the Client in any way.
4. The Company shall process the orders/transactions requested by the Client under this Agreement irrespective of whether such orders/transactions may result in not being beneficial for the Client. The Company is under no obligation, unless otherwise agreed in this Agreement and/or other documentation/information on the Website, to monitor or advise the Client on the status of any transaction/order, to make margin calls to the Client, or to close out any of the Client's open positions. Unless otherwise specifically agreed, the Company is not obligated to process or attempt to process the Client's order/transaction using quotes more favorable than those offered through the Trading Platform.
5. The Company shall not be financially liable for any operations conducted by the Client through the Account and/or on the Trading Platform.
6. Each Client shall be the only authorized user of the Company's services and of the corresponding Account. The Client is granted an exclusive and non-assignable right to the use of and to access the Account and it is his/her responsibility to ensure that no other third party, including, without limitation, to any next of kin and/or to members of his/her immediate family, shall gain access to and/or trade through the Account assigned to her/him.
7. The Client shall be liable for all orders given through his security information and any orders received in this manner by the Company shall be considered to have been given by the Client. So long as any order is submitted through the Account of a Client, the Company shall reasonably assume that such orders are submitted by Client and the Company shall not be under any obligation to investigate further into the matter. The Company shall not be liable to and/or does not maintain any legal relations with any third party other than the Client.
8. If the Client acts on behalf of any third party and/or on behalf of any third party's name, the Company shall not accept this person as a Client and shall not be liable before this person regardless if such person was identified or not.
9. The Client has the right to cancel his order given to the Company within 3 seconds after the moment of giving such order to the Company (hereinafter referred to as the "Cancellation"). The client agrees and understands that the three seconds cancellation option offered by the Company is applicable and available for the client as long as the price remains unchanged. Three seconds from the moment of giving the order to the Company by the Client via the platform, the Company may (but is not obliged to) offer to buyout the option from the Client and the Client have the right to agree to such offer (hereinafter referred to as the "Buyout"). The Client is entitled to use such Cancellation or Buyout option subject to the conditions specified on the platform. Such conditions can also include the fee charged by the Company. Such a fee is specified on the platform. The Company is obliged to provide all necessary information as to the conditions of Cancellation and Buyout, their cost, etc. The Client acknowledges and agrees that provision of such information on the platform is sufficient. The Client acknowledges and agrees that the use of Cancellation or Buyout is very risky to the Client as long as the cost of Cancellation and/or Buyout depends on the market situation. The Client acknowledges and agrees that he bears all the risks associated with the use of Cancellation and/or Buyout.

10. The Client is entitled to use such Cancellation or Buyout option subject to the conditions specified on the Trading Platform/Website, including without limitation to any fee to be charged by the Company. The Company shall be obliged to provide all necessary information as to the conditions of Cancellation and Buyout, including any applicable costs, etc. The Client acknowledges, accepts and agrees that provision of such information on the Trading Platform is sufficient. The Client acknowledges, accepts and agrees that the use of Cancellation or Buyout option entail large risks for the Client, especially in the case where the costs associated with Cancellation and/or Buyout, depend on the market situation. The Client acknowledges, accepts and agrees that he/she shall bear all risks associated with the use of Cancellation and/or Buyout option.
11. It is understood and agreed by the Client that the Company may from time to time, at its sole discretion, utilize a third party to hold the Client's funds and/or for the purpose of receiving payment execution services. These funds will be held in segregated accounts from such third party's own funds and will not affect the rights of the Client to such funds.
12. The Company offers internal live chats where clients can share inter alia their trading ideas and/or express their general thoughts. The client acknowledges and agrees that the Company's live chat feature is not and will not constitute a valid and/or accurate information and/or information addressed to the clients/potential clients and/or in any way information that is controlled by the Company and/or investment advice, as it is merely a feature allowing clients to inter alia express their thoughts and ideas between themselves.
13. Provision of investment advice shall only be carried out by the Company subject to a separate written agreement with the Client and after assessing the Client's personal circumstances. Unless such written agreement has been entered into between the Client and the Company, the provision of reports, news, opinions and any other information by the Company to the Client does not constitute investment advice or investment research.
14. **AI CHATBOT DISCLAIMER:** The following disclaimer is intended to inform users of the limitations and usage guidelines of the AI chatbot available through your Account. Please read this disclaimer carefully before engaging with any Chatbot. By accessing and using the Chatbot through your Account, you acknowledge and agree to the terms of this disclaimer.
    a. General Information Purpose only: The Chatbot is designed to provide general information related to the data of your Account and/or the Trading Platform. The information provided by the Chatbot should not be considered in any way as legal or financial or business advice or a substitute for a consultation.
    b. No Guarantee of Accuracy: While we try to provide accurate information through the Chatbot, we cannot guarantee the accuracy, completeness, or up-to-date nature of the output/information provided.
    c. No Liability: the Company and its agents will not be liable for any errors or omission in the information provided by the Chatbot or for any actions taken in reliance upon it. We recommend at all times that you double confirm the information provided by the Chatbot through your Account and/or the Trading Platform.
    d. Third-Party Links: The Chatbot may contain links to third-party websites. These links are provided for your convenience and do not constitute an endorsement or approval by the Company of any third-party content. We are not responsible for the content or privacy practices of these external sites.
    e. Information Gathering and Potential Inaccuracy: The Chatbot gathers information from the Trading Platform, your Account and/or Scripts embedded to the Chatbot. While we make efforts to ensure that the information provided is accurate, we cannot guarantee the accuracy, completeness, or up-to-date nature of the information obtained from these external sources. The Chatbot may, at times, provide information that is inaccurate or outdated due to a glitch in our systems, delays in updates in our systems or your

Account, script content. We encourage you to verify any information provided by the Chatbot independently or by raising a support ticket via email, before taking any action or making any decisions based on the information received.

f. Reporting Inaccuracies: If you discover any inaccuracies in the information provided by the Chatbot, we kindly ask you to notify us so that we may address the issue. Please contact us as [support@capitalbear.com]. Your assistance in maintaining accurate and up-to-date information is greatly appreciated and helps us provide a better service to all users of the Chatbot.

g. Data Privacy and Security: We prioritize the privacy and security of our users' information. Be aware that Chatbot conversations may be reviewed by our content team to improve results. While the AI provider retains logs of these conversations for 30 days, except where it is required to retain copies under applicable laws, in which case it will isolate and protect the data from any further processing except to the extent required by applicable laws, this data is not used to train their AI models. Do not share any sensitive or personal information in your conversations.

h. If you do not agree with the above, then please refrain from using the Chatbot.

15.

5. Execution of Orders / Electronic Trading

1. By accepting this Agreement, the Client accepts that he has read and understood all the provisions of this Agreement and related information on the Website. The Client accepts and understands that some orders received shall be executed by the Company as the counterparty of the transaction in its capacity of Market Maker and shall act as a principal and not as an agent on the Client's behalf for the purpose of the Execution of orders. The Client is informed that Conflicts of Interest may arise because of this model. Moreover, the Client further accepts that the Company may transmit some orders and act as an intermediary for Clients' transactions. Reception of the order by the Company shall not constitute acceptance, and acceptance shall only be constituted by the execution of the order by the Company.
2. Reception of the order by the Company shall not constitute acceptance and acceptance shall only be constituted by the execution of the order by the Company.
3. The Company shall be obliged to execute the Client's orders sequentially and promptly.
4. The Client acknowledges and accepts a) the risk of mistakes or misinterpretations in the orders sent through the Trading Platform due to technical or mechanical failures of such electronic means, b) the risk of any delays or other problems as well as c) the risk that the orders may be placed by persons unauthorised to use and/or access the Account, and the Client agrees to indemnify the Company in full for any loss incurred as a result of acting in accordance with such orders.
5. The Client accepts that during the reception and transmission of his/her order, the Company shall have no responsibility as to its content and/or to the identity of the person placing the order, except where there is gross negligence, willful default or fraud by the Company.
6. The Client acknowledges that the Company will not take action based on the orders transmitted to the Company for execution by electronic means other than those orders transmitted using the predetermined electronic means such as the Trading Platform, and the Company shall have no liability towards the Client for failing to take action based on such orders.

7. The Client acknowledges and agrees that the Company shall bear no responsibility for any financial losses and/or technical issues which may arise in the event that an external trading bot is used when trading; the Client shall use the bot at their own risk;
8. The client acknowledges and agrees that any products or services that may be offered by the Company may not always be available for purchasing or use for trading purposes, and it is in the Company's absolute discretion whether it will make these products available or not to the clients at any time. The Company shall bear no liability, monetary or otherwise, in relation to this section, including without limitation to not making available any product at any given time.
9. The client agrees and understands the following in consideration of the below corporate actions:
    - a. Where it is publicly available that a specific Company has filled and/or is in the process of filing for Chapter 11 under US bankruptcy law and/or an equivalent to Chapter 11 corporate action related to bankruptcy and/or bankruptcy law under any national legislation/regulations, the Company reserves the right to close any and all relevant positions in regard to the asset(s) of such Company and suspend the related asset(s); the client's position(s) held in the referred asset(s) will be closed by the Company with the last available price on the platform and the client will receive a prior notice on this matter. It should be noted that the Company will not be held liable for any losses incurred to the client in relation to the aforesaid closure of the position(s) and/or the suspension of the asset(s).
    - b. In circumstances where the underlying asset offered by the Company might be subject to split and/or reverse split, the Company may decide to close the client's position(s) held in the referred asset with the last available price on the platform prior to the occurence of the split and/or reverse split event and the client will receive a notification in this regard.
10. The Client acknowledges that the Company will have the right, at any time and for any reason and without justification, at its sole discretion, to refuse to execute orders, including, without limitation, in the following circumstances:
    - a. If the execution of the order aims or may aim to manipulate the market price of the financial instruments (market manipulation);
    - b. If the execution of the order constitutes or may constitute abusive exploitation of confidential information (insider trading);
    - c. If the execution of the order contributes or may contribute to the legalization of the proceeds of illegal activities (money laundering);
    - d. If the Client has insufficient funds to cover the purchase of financial instruments or if there is insufficient number of financial instruments to cover their sale;
    - e. If the Client fails to fulfill any of his/her obligations towards the Company under this Agreement;
    - f. The Company's own exposure levels as set out in the Company's internal policies have been reached in respect of the Financial Instrument or the underlying asset of the Financial Instrument the Client wishes to buy/sell;
    - g. If the Client is currently, or at any time becomes, a U.S. Reportable Person, a citizen of North Korea, Palestine, or Vatican City and/or a resident of either the USA/territories of the US, Canada, Afghanistan, Australia, Belarus, Belgium, Bouvet Island, Cuba, Democratic Republic of the Congo, Eritrea,Ethiopia,Gibraltar, Haiti, Iran, Israel,, Libya, Mali, Myanmar, North Korea, Palestine, South Sudan, Sudan, Syria, the Russian Federation, the United Kingdom, Ukraine, Vatican,any country of the European Economic Area and/or other non-serviced countries.
    - Any such refusal by the Company shall not affect any obligation, which the Client may have towards the Company.

- h. The Client acknowledges that, at its own discretion, under certain market conditions and/or depending on the availability of the underlying asset on the relevant market, the Company may have to close all or a part of the Client's positions. Including but not limited to positions where it has reached or surpassed internal exposure levels and/or where for any reason the underlying asset is unavailable on the relevant market. The Company undertakes to provide prior notification to the Client in case a position will be liquidated by the Company.

6. Limitation of Liability

1. The Company does not guarantee uninterrupted service, safe and errors-free, and immunity from unauthorized access to the trading sites' servers nor disruptions caused from damages, malfunctions or failures in hardware, software, communications and systems in the Client's computers and in the Company's suppliers.
2. Supplying services by the Company depends, inter alia, on third parties and the Company bears no responsibility for any actions or omissions of third parties and bears no responsibility for any damage and/or loss and/or expense caused to the Client and/or third party as a result of and/or in relation to any aforesaid action or omission.
3. The Company will bear no responsibility for any damage of any kind allegedly caused to the Client, which involves force majeure or any such event that the Company has no control of and which has influenced the accessibility of its trading site.
4. Under no circumstances will the Company or its Agent(s) hold responsibility for direct or indirect damage of any kind, even if the Company or its Agent(s) had been notified of the possibility of aforesaid damages.

7. Settlement of Transactions

1. The Company shall proceed to a settlement of all transactions upon execution of such transactions.
2. An online statement of Account will be available for printing to the Client on the Trading Platform of the Company, at all times.

8. Rights, Obligations and Guarantees of the Parties

1. The Client shall be entitled to:
    a. Submit with the Company any order requesting the execution of a transaction/Operation on the Website in accordance with and subject to the terms and conditions of this Agreement;
    b. Request withdrawal of any amounts subject and in accordance with the Withdrawal Policy, and provided that the Company has no claims against the Client and/or the Client does not have any outstanding debts to the Company;
    c. In the event that the Client has any alleged complaint against the Company and/or there is any dispute between the Client and the Company, then the Client can submit his/her complaint, to include all relevant particulars and details, to the Company at complaints@capitalbear.com. The Company shall acknowledge receipt of any such

complaint, initiate an internal investigation of the matter and shall respond to the Client within a reasonable amount of time (i.e. within 3 months from the date of acknowledging receipt of the complaint). The Company may extend this timeframe if deemed necessary and in such case, the Company shall notify the Client accordingly.

d. Unilaterally terminate the Agreement provided that there is no debt outstanding from the Client toward the Company and such termination is made in accordance with section 16 herein.

2. The Client:
    a. Acknowledges that the Account shall be activated upon the deposit of funds/advance payment into the Account.
    b. Warrants that he/she shall at all times be compliant with and honor all terms and conditions of this Agreement
    c. Warrants that he/she shall ensure that at all times the username and password issued by the Company in relation to the use of the Service(s) and the Account, will only be used by him/her and will not be disclosed to any other person;
    d. Shall be liable for all orders submitted through his/her security information and any orders received in this manner by the Company shall be considered to have been given by the Client;
    e. Hereby accepts the risk of orders placed by unauthorized persons and/or trading account used by someone without the client's permission (hereinafter collectively referred to as ''unauthorized access'' or "hacked account") and agrees to indemnify the Company in full for any and all losses, costs and expenses derived as a result. In this case, the client further agrees and accepts the following:
        i. The client shall notify the Company immediately regarding unauthorized access to his/her trading account;
        ii. The Company shall be entitled to block immediately the client's trading account and increase the processing time and/or cancel withdraw requests without prior notification to the client and the client will not be entitled to any profits made during the time the account was unauthorized accessed;
        iii. The client shall provide the Company with any information and/or documents deemed necessary in order to unblock the trading account.
    f. Hereby acknowledges that frequent access and logins to the Account via different IP addresses from different countries and/or via the use of VPN is an indication that shall reasonably lead the Company to believe that sections 3 paragraph 6 and 7 paragraph d sub-paragraph b, herein have been breached.
    g. Confirms that any trading strategies and/or investment decisions and/or any activities performed by him/her through his/her Account and on the Trading Platform are made having in mind/considered/being aware of all risks involved and solely on the basis of his/her knowledge and upon his/her sole discretion.
    h. Warrants that he/she shall take all necessary steps and action in order not to disclose any confidential information of the Company which the Company shall disclose to and/or make available to the Client from time to time.
    i. Accepts any risk, including without limitation to any risk of financial loss, that arises from unauthorized access to and operation of his/her Account by third and/or unauthorized parties.
    j. Shall notify the Company of any changes of his/her contact details and any other changes of the personal data he/she provided to the Company, within 7 (seven) calendar days since such changes came into effect.

k. Shall register only 1 (one) Account with the Company. In case that the Client owns multiple accounts under this brand and any other associated brands, any transactions/Operations made via such multiple accounts and corresponding financial results of such transactions/Operations, can be canceled to the absolute discretion of the Company. All such multiple accounts can be blocked upon the Company's absolute discretion and the Company shall be entitled to terminate this Agreement immediately, close the account and all open positions.
l. Shall indemnify and hold harmless the Company of any claims and/or legal actions instigated against the Company as a result of disclosure of the Client's personal data.
m. Irrevocably accept full responsibility for his/her actions according to current tax legislation valid at the place of residence/living of the Client regarding any performed transactions/Operations, including but not limited to revenue/income tax.
n. Acknowledges that the provision of the Service(s) may involve information being transported over an open network. Information is therefore transmitted regularly and without control across borders. The Company shall take reasonable steps to avoid information being intercepted and read by third parties by utilizing techniques such as encryption, however it is not always possible to avoid third party unauthorized access to/view of the Client's information/personal data. The Client hereby acknowledges this risk and accepts and consents to this, so long as he/she is reasonably satisfied that any such unauthorized access/disclosure was not made intentionally and that the Company took all reasonable measures and actions in order to prevent such unauthorized access/disclosure.
o. Acknowledges and agrees that the Company has the right to close any transaction, at its sole and absolute discretion without providing prior notice to the Client if the underlying asset or contract on which the transaction is based settles on an expiry date as determined by the relevant financial market, on which the said asset is traded (such time referred to as 'Closing Time' and the relevant expiring transaction referred to as an 'Expiring Transaction'). The Company shall not be obligated to take actions to roll over an open position in an Expiring Transaction.
p. Acknowledges that the Company prohibits third party or anonymous payments into the Client's Account. Only funds sent from an account held in the Client's name and belonging to the Client are acceptable. The Company reserves the right at its discretion, if it has identified third party or anonymous deposits, to block the Account. The Client should note that any remaining funds will be returned to the third-party source via the same payment method and any profits accumulated by the Client using third party or anonymous funds will not be made available to the Client.
q. Agrees that in case the Company carries out a transaction/Operation on his/her behalf which is not covered by the balance of his/her Account, the Company shall have the right to liquidate his/her assets and use the proceeds to cover part or the total difference.
r. Irrevocably accepts that he/she is solely responsible for any technical deficiencies that may occur in Client's connection to the Trading Platform, in Client's equipment used for receiving the services (including, but not limited to, personal computer, laptop, mobile phone and etc.), and confirms that he/she shall have no claims whatsoever against the Company for any direct and/or indirect damages the Client may suffer due to such deficiencies.
s. Acknowledges that the Company has the right to refuse to execute any transaction/Operation requested by the Client and/or any other action required, under this Agreement, for as long as it maintains any claims against the Client, whether these are

due, future or contingent and regardless of whether these arise from the same transaction/Operation from which such obligations arise.

t. Acknowledges that the Company has the right to refuse to execute any transaction/Operation, place restrictions and/or close the client's trading accounts operated by the Company under this brand and any other associated brands. The Company may exercise this right for reasons including, but not limited to, fraudulent activities and/or other violations of the Company's terms and conditions. Clients acknowledge and agree that such actions by the Company shall not give rise to any claims or liabilities against the Company.

u. Acknowledges and accepts that this Agreement and/or to any materials made available on the Website may be amended unilaterally, from time to time, by the Company, and that he/she shall be responsible to check on the Website frequently in order to ensure that he/she has made himself/herself aware of any changes effected in such manner. Upon the submission of a request by the Client of any transaction/Operation, any changes effected to this Agreement and/or to any materials made available on the Website shall be deemed as acknowledged and accepted by the Client.

v. If the Company deems that the amendments are material, such amendments will take effect on the date specified in the notice to the Client and if no date is specified, then on the date of receipt of the notice.

w. The Client understands and agrees that her/his consent is not necessary for any change to be effective. Whether the Client does not respond and/or disagrees with the content of the amendments implemented in the Company's Terms and Conditions, this will be considered as an acceptance by the Client of the contents of the amendment and of the amended Terms and Conditions. Further, any order of the Client to execute a transaction(s) following the receipt of the notice and/or login into his Account, shall be deemed as acceptance by the Client of the contents of the amendment and of the Agreement as amended.

x. The Client understands that it is his/her sole responsibility to remain up-to-date with all changes. The applicable version shall be the latest version uploaded on the Company's website and in the event of a dispute the latest version shall prevail.

y. In case the Client does not agree with the amendments, the Client shall be entitled to terminate this Agreement in accordance with the Duration and Termination of the Agreement section herein included.

3. The Client hereby warrants and represents to the Company that he/she:
    a. Is not a USA/territories of the US national and is not residing in any country where distribution or provision of financial products or services offered by the Company would be contrary to local law or regulations.
    b. Is responsible to ascertain the terms of and shall comply with, any and all applicable local laws and/or regulations to which he/she is subject to.
    c. Has the legal capacity/competence, is of sound mind and has reached the age of maturity in the country which he is resident or citizen;
    d. Is not a citizen of USA/territories of the US, North Korea, Palestine, Vatican and/or a resident of either the USA/territories of the US, Canada, Afghanistan, Australia, Belarus, Belgium, Bouvet Island, Cuba, Democratic Republic of the Congo, Eritrea,Ethiopia,Gibraltar, Haiti, Iran, Israel,, Libya, Mali, Myanmar, North Korea, Palestine, South Sudan, Sudan, Syria, the Russian Federation, the United Kingdom, Ukraine, Vatican,any country of the European Economic Area and/or other non-serviced countries.

e. Is not under any legal disability with respect to, and is not subject to any laws or regulations which prevents his/her performance of this Agreement or any contract or transaction contemplated by this Agreement.
f. The Client acts as principal and not as an authorized representative / attorney or trustee of any third party.
g. The monetary funds and/or financial instruments and other assets delivered for any purpose by the Client to the Company are not connected directly or indirectly to any illegal and/or criminal activities and/or terrorism.
h. The monetary funds and/or financial instruments and other assets delivered for any purpose by the Client to the Company, shall belong exclusively to the Client and at all times be free from any charge, lien, pledge or encumbrance, unless the Client has otherwise disclosed to the Company in writing.
i. The financial instruments, information and/or legal documents, which the Client delivers to the Company are authentic, valid and free of any defect and they shall have the legal effect which they contend to have.
j. The Client certifies that he has provided accurate, complete and true information about himself upon registration and will maintain the accuracy of the provided information by promptly updating any registration information that may have changed. Failure to do so may result in Account closure, Account limitations and/or voiding of any transactions.
k. The Client will provide KYC documents to the Company within a period not exceeding 7 days from the moment of depositing funds.
l. The Client confirms that the purpose and reason for registering and operating an Account is to trade, on his/her personal/own behalf, in any financial instruments and to take advantage of the Services offered by the Company. The Client warrants that should the reason for operating an Account change, he/she will inform the Company immediately.
m. The Client warrants and/or shall repeat the above warranties at all times, including, without limitation, during and/or upon the execution of any transaction/Operation and/or trade, through the Account and the provision of the Services.

4. The Company shall be entitled to:
    a. Modify the size of the value of the Company’s financial obligations to the Client with changes of the appropriate entry of the trade operations register in case of violation of one or several provisions of the Agreement herein by the Client.
    b. The Company reserves the right to change, add or set as default the option payments rate, return rate, the possibility of adjusting the return rate, the possibility of acquiring the option type, the minimum and/or the maximum option amount, the possible expiration periods for one, several or all of the assets. The company shall be entitled to limit the maximum amount of purchased options for 1 (one) minute, 1 (one) hour, 1 (one) calendar day.
    c. Contact the Client with any question concerning the Agreement herein, including, in order to clarify the Client's intentions regarding his/her actions through the Account.
    d. Unilaterally modify and/or amend and/or restate the terms and conditions of this Agreement and/or the material made available on the Website. The Company shall notify the Client of any such changes through the Website and/or by the delivery of an email to the Client.
    e. Modify the size of the value of the Company’s financial obligations to the Client, if fulfillment of Operations on the Trading Platform does not comply with conditions of the Agreement herein.
    f. Engage third parties with a view to cooperate in order to facilitate and/or enhance any and/or the provision of the Services under this Agreement.

g. With regard to any matters and/or obligations that are not covered by this Agreement, the Company shall act accordingly upon its own discretion but at all times in accordance with business custom and existing practices within the line of the Services.
h. The Company reserves the right to request additional supporting documents and/or information during the verification of the Client's Trading Account and on an ongoing basis during the business relationship if such information is necessary so as the Company may efficiently offer its services to the Client. In case the Client fails to provide the Company with any additional supporting documents including, inter alia, up to date verification documents, within the specified timeframe, the Company shall be entitled to terminate this Agreement immediately, close the account and all open positions.

5. Obligations of the Company:
    a. Subject to the provisions of this Agreement and the Company being reasonably satisfied that the Client is compliant with the terms and conditions of this Agreement and/or has not in any way breached any terms of this Agreement, the Company shall offer the Services through the Website;
    b. To fulfill provisions of the Agreement herein.

9. Indemnity and Liability

1. The Client shall indemnify and keep indemnified the Company and its directors, officers, employees or representatives against all direct or indirect liabilities (including without limitation all losses, damages, claims, costs or expenses), incurred by the Company or any other third party in respect to any act or omission by the Client in the performance of his/her obligations under this Agreement and/or the liquidation of any financial instruments of the Client in settlement of any claims with the Company, unless such liabilities result from gross negligence, willful default or fraud by the Company. This indemnity shall survive termination of this Agreement.
2. The Company shall not be liable for any direct and/or indirect loss, expense, cost or liability incurred by the Client in relation to this Agreement, unless such loss, expense, cost or liability is a result of gross negligence, willful default or fraud by the Company. Notwithstanding the provisions of section 8.1 above, the Company shall have no liability to the Client whether in tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under and/or in connection with the Agreement.
3. The Company shall not be liable for any loss of opportunity as a result of which the value of the financial instruments of the Client could have been increased or for any decrease in the value of the financial instruments of the Client, regardless of the cause, unless such loss is directly due to gross negligence, willful default or fraud on the part of the Company.
4. The Company shall not be liable for any loss which is the result of misrepresentation of facts, error in judgment or any act done or which the Company has omitted to do, whenever caused, unless such act or omission resulted from gross negligence, willful default or fraud by the Company.
5. The Company shall not be liable for any act or omission or for the insolvency of any counterparty, bank, custodian or other third party which acts on behalf of the Client or with or through whom transactions on behalf of the Client are carried out.
6. In the event that the Company acts as an intermediary to Clients transactions, the Client hereby agrees and acknowledges that:
    a. under certain market conditions at the time of execution and/or depending on the risk management framework of the third party market maker, the Company may have to

cancel the Client's trade(s) and/or transaction(s) and return the relevant invested funds to the Client's trading account balance. The Company undertakes to provide adequate notification to the Client in such a case.

b. Should the aforementioned occur, the Client will have no right, claim or demand from the Company and undertakes to indemnify the Company for any damage caused by the Company's aforesaid action.

10. Personal Data

1. By accepting the terms and conditions of this Agreement, the Client irrevocably consents to the collection and processing of his/her personal data/information by the Company without the use of automatic controls, as the same are provided by him/her to the Company. The term personal data for the purposes of this Agreement shall mean: the Name, Surname, Patronymic, gender, address, phone number, e-mail, IP address of the Client, Cookies and information that relate to the provision of Services to the Client (for example, the Client's trading story).
2. The Client shall be obliged to provide correct, accurate and complete personal data/information as requested by the Company.
3. The purpose of collecting and processing the personal data is to comply with applicable regulating legislation requirements, including without limitation to anti-money laundering regulations, as well as for any and all purposes in relation to this Agreement, including without limitation to enable the Company to discharge its obligations towards the Client.
4. The Client acknowledges and consents to that, for the purposes described at the section directly above, the Company shall be entitled to collect, record, systematize, accumulate, store, adjust (update, change), extract, use, transfer (disseminate, provide, access), anonymize, block, delete, destroy such personal data and/or perform any other actions according to the current regulating legislation.
5. The Client acknowledges and consents to the Company storing, maintaining and processing his/her personal data in the manner as described in this Agreement during the term of the Agreement and for a minimum of 7 years following any termination of the Agreement.
6. The Client hereby acknowledges, accepts, agrees and consents to the disclosure of personal data by the Company to third parties and their representatives, solely for the purposes of the Agreement, including without limitation in order to facilitate processing/execution of the Client's orders/Operations, provided that at all times (i) the amount of personal data to be disclosed to any such third party is proportionate and/or limited solely to facilitate to the actions as described above, and (ii) the Company shall ensure that such third party shall treat the personal data in accordance with applicable laws and regulations.
7. The Company shall not be entitled to make available the personal data in public and/or disclose such personal data for any other purposes, subject to disclosure required under applicable laws and regulations.
8. During processing of the personal data, the Company shall take necessary legal, organizational and technical measures to protect such personal data from unauthorized or accidental access, destruction, change, blocking, copying, provision, and dissemination as well as from any other illegal actions.

11. Assignment

1. The Agreement shall be personal to the Client and the Client shall not be entitled to assign or transfer any of his/her rights or obligations under this Agreement.
2. The Company may at any time assign or transfer any of its rights or obligations under this Agreement to a third party. The Company shall notify the Client of any such assignment.

12. Risk Statement

The Client hereby confirms to have read, understood and hereby accepts the risk statement relating to the use of Services on the Website, as the same is available electronically via the Website.

By accepting this Agreement the Client accepts that the Client has read and understood the information contained in this Agreement and the Company's general description of the nature and risks of different Financial Instruments and/or Service(s) which can be found in our Risk Disclosure.

13. One Click Trading Terms and Conditions

One Click Trading mode allows you to perform trading operations on the platform with only one click on the Buy/Call or Sell/Put buttons without any additional confirmations.

Opting in for the One Click Trading mode means that you acknowledge that you have read and understood the following terms and conditions, and you agree to be bound hereby.

Your current version of the platform enables you to choose between the following modes for order submission. You agree that you will be bound by the procedures and conditions specified herein with respect to each such mode.

- There are several steps you have to follow when using the default mode for the submission of orders. Using the default mode, you first invoke the instruments menu and choose the assets you want to trade. Then you select all parameters depending on the instrument you have chosen and confirm your order submission by clicking either Buy/Call or Sell/Put buttons depending on the particular order type selected and your trading intentions. Using the default mode, a confirmation window will appear and you will have to confirm your intentions and the trade details in order to confirm the transaction. Your order will not be submitted until you have completed the aforementioned procedure.
- The One Click Trading mode for order submission ("One-click trading") is a one-step process. You will be submitting orders when you single-click either Buy/Call or Sell/Put buttons.

There will be no subsequent confirmation prompt for you to click; hence you should ensure beforehand that all parameters are set based on your trading intentions. You will not be able to withdraw your order once you click Buy/Call or Sell/Put buttons (with the exemption of a 3 second cancellation period for turbo options) and only certain parameters such as stop loss and take profit orders for CFDs can be modified after having opened a trade. Under normal market conditions and system performance, a market order will be promptly filled after submission and you will have entered into a binding transaction.

You can activate or deactivate One Click Trading mode in the settings of the platform. One Click Trading can be activated or deactivated for one or several instruments in the settings.

By selecting the One Click Trading mode, you understand that your orders will be submitted by clicking the Buy/Call or Sell/Put button, without any further order confirmation. You agree to accept all risks

associated with the use of the order submission mode you have chosen, including, without limitation, the risk of errors, omissions or mistakes made in submitting any order.

You agree to fully indemnify and hold harmless the Company from any and all losses, costs and expenses that may incur as a result of any such errors, omissions or mistakes by you or any other person trading on your behalf.

If you accept the One Click Trading terms and conditions, tick the "buy in one click" option when opening trades on the platform. If you do not accept the conditions, do not tick the box and do not use the One Click Trading function.

14. Charges and Fees

- The Company shall be entitled to receive a fee from the Client regarding the Service(s), provided by the Company.
- The Company may pay fee/commission to business introducers, referring agents, or other third parties based on written agreement. This fee/commission is related to the frequency/volume of transactions and/or other parameters.
- The Company may pay fee/commission to business introducers, referring agents, or other third parties based on written agreement. This fee/commission is related to the frequency/volume of transactions and/or other parameters. All applicable fees or charges can be found on the Company's Website (General Fees). The Company has the right to amend its fees and charges from time to time.
- Ongoing trading fees relevant to each trade, including swaps, shall be charged and deducted from the Client's investment amount and/or trading account balance. In case the Client does not maintain enough funds in his/her balance, the relevant position subject to swap will be closed by the Company.
- The Client agrees that any amounts sent by the Client will be deposited to the Account at the value on the date of the payment received and net of any charges / fees charged by the bank or any other intermediary involved in such transaction process and/or in any other case, the Client shall authorize the Company to withdraw the fee by way of transfer from the Client's Account.

15. Governing Law

1. The terms and conditions of this Agreement as well as any matters pertaining to this agreement, including without limitation to matters of interpretation and/or disputes, shall be governed by the laws of Saint Kitts and Nevis.
2. The Company and the Clients irrevocably submit to the jurisdiction of the courts of Saint Kitts and Nevis.
3. The Company shall be entitled to use the interpreter's services during the court trial in case of dealing with a disputable situation according to the legislation of the Saint Kitts and Nevis.

16. Duration and Termination of the Agreement

1. The Agreement herein shall be concluded for an indefinite term.

2. The Agreement herein shall come into force when the Client accepts the Agreement and makes an advance payment to the Company.
3. In case of any discrepancies between the text of the Agreement in English and its translation in any other language, the text of the Agreement in English as a whole shall prevail, as well as the English version/text of any other documentation/information published on the Website.
4. The Agreement may be terminated in any of the following circumstances:
    A. a. Each Party shall be entitled to terminate this Agreement at any time by giving to the other Party 15 (fifteen) days written notice. During the 15 days notice, the Company may limit the services available to the Client, however access will be granted in order for the Client to withdraw any remaining balance.

The Company shall be entitled to terminate this Agreement immediately, close all open positions, block the Client's account, and return any remaining funds (if applicable) and without giving prior notice under the following circumstances:

i. Death or legal incompetence of the Client.
ii. If any application is made or any order is issued, or a meeting is convened, or a resolution is approved, or any measures of bankruptcy or winding up of the Client are taken.
iii. The Client violates or the Company has reasonable grounds to believe that the Client violated, any of the Client's obligations under and/or terms of, this Agreement and/or is in breach of any of the warranties and representations made by her/him in this Agreement.
iv. If it comes to the Company's attention and/or the Company has reasonable grounds to believe that the Client has not reached the age of maturity in the country in which he is resident or citizen, as applicable.
v. If it comes to the Company's attention and/or the Company has reasonable grounds to believe that the Client became a citizen of the USA/territories of the US, North Korea, Palestine, Vatican and/or a resident of either the USA/territories of the US, Canada, Afghanistan, Australia, Belarus, Belgium, Bouvet Island, Cuba, Democratic Republic of the Congo, Eritrea,Ethiopia,Gibraltar, Haiti, Iran, Israel, , Libya, Mali, Myanmar, North Korea, Palestine, South Sudan, Sudan, Syria, the Russian Federation, the United Kingdom, Ukraine, Vatican, any country of the European Economic Area and/or other non-serviced countries.
vi. If it comes to the Company's attention and/or the Company has reasonable grounds to believe that the Client is or became a Ukraine resident and his/her Account was registered after the 10th of May 2022.
vii. The Company has suspicion based on available information that the Client:

a. Is and/or has been using fraudulent means or was involved in a fraudulent scheme in relation to the performance of this Agreement;

b. Has illegally and/or improperly and/or unfairly and/or otherwise gained an unfair advantage, over and/or to the detriment of (i) other clients of the Company and/or (ii) the Company;

c. Has unjustly enriched by using information which was intentionally and/or negligently and/or otherwise concealed and/or not disclosed in advance by the Client to the Company and/or for which if the Company had known in advance, it would have not

consented and/or it would not have authorised the use of such information by the Client for the purposes of this Agreement; and/or

d. Has performed acts with the intention and/or effect of manipulating and/or abusing the market and/or the Company's trading systems and/or deceiving the Company and/or defrauding the Company; and/or

e. Has acted in bad faith during the performance of his obligations under the Agreement.

viii. The Client being guilty or the Company has suspicions that the Client is guilty, of malicious conduct or gross negligence or fraud or of using fraudulent means or was involved in a fraud scheme in relation to the performance of this Agreement.

ix. The termination is required under applicable law.

x. In case the Client receives 2 warnings regarding verbal abuse against employees of the Company.

xi. If the Client didn't provide to the Company his KYC documents within 14 days from the moment of acceptance of this Agreement.

xii. In case the Client uses and/or there are indications that lead the Company to reasonably believe that the Client uses different IP addresses from different countries and/or VPN and/or VPS during the course of executing any transactions and/or trades through the Trading Account and/or the provision of the Services. Whether the Client has provided notice to the Company for any change to its IP address and/or of the use of VPN and/or VPS is irrelevant.

xiii. The Client has initiated a chargeback in relation to the funds held in the Client's Account. In case the Company identifies that the Client created any additional trading account(s) following the chargeback dispute, the Company shall be entitled to without giving prior notice, terminate the Agreement immediately, close all open positions, block the account(s), and return any remaining own funds (if applicable) excluding profits.

xiv. Where the Company identifies that the Client is involved and/or is using a high frequency trading software with the purpose of manipulating the Company's systems and/or trading platform and/or has illegally and/or improperly and/or maliciously and/or knowingly gained an unfair advantage over and/or to the detriment of other clients of the Company and/or the Company and/or this high frequency trading software is designed to abuse the Company's systems and/or trading platform.

xv. Where the Company identifies that the Client's funds and/or payment account(s) have been used to fund a third party account and it has reasonable suspicion that the Client and/or third party is circumventing any of the clauses of the present Agreement by doing so and/or is acting in collaboration with a third party circumventing any of the clauses of this Agreement.

xvi. The client is and/or has been convicted of a criminal offence and/or is cautioned and/or charged by the police or other competent authority with a criminal offence.

5. The Company shall be entitled to terminate this Agreement immediately without giving prior notice if the Client fails to provide to the Company his/her KYC documents within 14 days from the moment of acceptance of this Agreement, constituting, thus, his/her Account as an unverified Account.

6. In case of termination of this Agreement for a reason indicated in section 16 (4)(B), subclauses (iii - ix) and (xii - xvi) of this Agreement the Company shall have no liability towards the Client and no obligation to pay the profit of the Client (if any).

7. In case of termination of this Agreement for a reason indicated in sections 16 (4)(A) of this Agreement, the Company shall have either to wire to the Client the remaining balance or to give to the Client the opportunity to withdraw his/her remaining balance.

17. Terms and Conditions for 1-Click Service

1. The Client shall agree to make a deposit to his/her Account to use the Company Services or any other additional services ordered by the Client on the Website as well as all additional expenses (if necessary), including but not limited to any taxes, duties, etc. The Client shall be completely responsible for timely depositing the funds into his/her Account. Provider of payment services shall ensure only fulfillment of payment in the amount defined by the Site and shall not be liable for payment of the above-mentioned additional amounts by the Website's Client.
2. The payment is considered to be processed and cannot be returned after clicking the "Payment" button. By clicking the "Payment" button, the Client shall agree that he/she cannot return the payment or require its recall. Additionally, by accepting the terms and conditions herein contained , the Client as the owner of the payment card confirms that he/she shall be entitled to use the Services offered on the Website.
3. By accepting the terms and conditions of this Agreement and depositing funds to the Account, the Client agrees to the use the Website's Services and accepts that the processing of any of the Client's payment shall be executed by a provider of payment services, being a third party to this Agreement (the **"Provider"**), and the Client further acknowledges and accepts that no legal right exists for return of already purchased Services or other options of payment cancellation. In case if the Client is willing to refuse from using the 1-Click service for the next purchase of the Service, the Client can refuse from 1-Click service using the Account on the Website.
4. Note that 1-click deposits (recurring payments) are not processed as 3-D secure transactions, the client needs to enable 3-D secure function if he would like the payments to be processed as 3-D secure".
5. The Provider shall not be in any case liable for the refusal/impossibility to process the data connected with payment card of the Client, or for the refusal connected with failure to obtain permission from the issue bank to process payment using the payment card of the Client. The Provider shall not be in any case liable for quality, amount, and price of any service, offered to the Client or purchased by the Client of the Website using the payment card of the Client. Paying for any Services of the Website the Client first of all shall be obliged to fulfill the rules of using the Website. We are asking to consider that only the Client as the owner of the payment card shall be liable for timely payment of any service ordered via the Website and for all additional expenses/fees connected with this payment. The Provider shall only be the performer of payment in the amount specified by the Website and shall not be in any case liable for any pricing, general prices and/or total sums.
6. In case of the situation connected with the Client's dissent with the terms mentioned above and/or any other reasons, we are asking the Client to promptly refuse from making a payment and to directly address the administrator/support of the Website if necessary.

Annex 1 - General Terms

Technical Regulation

1. The Client's Responsibility

1. The Client acknowledges that these General Terms are an integral part of this Agreement.
2. It is the Client's responsibility to verify that all transactions and Service(s) received are not contradictory to any applicable law and to undertake any other legal duty emanating from the use of Website at the Client's sole option, discretion and risk, and the Client is solely responsible for ascertaining whether it is legal in the Client's jurisdiction and/or place of residence. The Client holds sole liability for all transactions in his Trading Account, including all cards transactions or other means of deposit and withdrawal transactions (as stated below). The Client acknowledges that the Company reserves the right to accept or decline any deposit and/or funding and/or withdrawal request by the Client depending on the payment method that the Client chooses (which includes but is not limited to the third party financial institution from which the Client wishes to deposit/withdraw funds with the Company (Third Party Institutions), and the Company may suggest to the Client an alternative for its request. It is important to note that the Company does not have and cannot in any way have any, control over such Third Party Institutions and any transactions made by the Client through the Platform using such institutions and it is hereby acknowledged and agreed that the Company shall bear no liability, monetary or otherwise, in relation to any loss of funds incurred by the Client pursuant to any actions or omissions of Third Party Institutions.
3. The Client is responsible for securing his/her Username and Password for his Trading Account. The Client holds sole responsibility for any damage caused due to any act or omission of the Client causing inappropriate or irregular use of the Client Trading Account.
4. It is clearly stated and agreed by the Client that the Client bears sole responsibility for any decision made and/or to be made by the Client relying on the content of the Website and no claim and/or suit of any kind will arise to that effect against the Company and/or its directors and/or employees and/or functionaries and/or Agents (the Company and/or its Agents). The Company and/or its Agents will hold no responsibility for loss of profits due to and/or related to the Website, Transactions carried out by the Client, Services and the General Terms of use or any other damages, including special damages and/or indirect damages or circumstantial damages caused, except in the event of malicious acts made by the Company.
5. Without limitation of the aforesaid and only in the event of definitive judgment by court or other authorized legal institution resolving that the Company and/or its Agent(s) hold liability towards the Client or third party, the Company's liability, in any event, will be limited to the amount of money deposited and/or transferred by the Client to the Trading Account in respect of the transaction which caused the liability of the Company and/or its Agent(s) (if such was caused).
6. No Trading Account will be approved without the completion of the Company's compliance procedures, including the identification and verification of the Account.

2. Risks

1. The value of the Financial Instruments offered by the Company may increase or decrease. The Client acknowledges that they fully understand the risks involved in trading CFDs (and other similar products), including, but not limited to, the risk of loss of all funds.
2. CFD Trading does not give you any right to the underlying instrument of the Transaction. This means that you do not have any interests in, or the right to purchase any underlying shares in relation to such instruments because the CFDs represent a notional value only.
3. The Client acknowledges that he has read, understood and accepted the Company's risk disclosure information found on the Company's Website.

3. Financial Information

1. The Company should not be held responsible for any losses that the Client may incur (or to third party) due to reliance on inaccurate or erroneous financial information on the Website.
2. The Client should verify the accuracy and reliability of the information on the Website and its appropriateness in comparison with other dependable information sources. The Company will not be held responsible for any allegedly caused claim, cost, loss or damage of any kind as a result of information offered on the Website or due to information sources used by the Website.
3. The Client approves and accepts that any oral information given to him/her in respect of his Trading Account might be partial and unverified. The Client accepts sole risk and responsibility for any reliance on the aforementioned information. The Company does not give any warranty that pricing or other information supplied by it through its trading software or any other form is correct or that it reflects current market conditions.

4. Processing of Trade Requests and Orders

- A. The processing of a Client's request and/or order shall be carried out as follows:
    - Following submission of a request/order, such request/order shall undergo a correctness test on the Trading Platform;
    - The request/order shall be sent from the Trading Platform to the server;
    - The request/order shall undergo a correctness test by the server;
    - The server shall then forward the results of the correctness test to the Trading Platform;
    - In case that the connection between the trading platform and the server is correct, the trading platform will receive the results of processing of the Client request or order by the Company.
- B. The time of the process may vary and depends on the quality of the communication between the Trading Platform and the server of the Company, as well as on the market conditions. In normal market conditions the time of the process usually varies between 0-4 seconds. In market conditions that differ from normal, the time of Client request/order processing can be higher than that.
- C. The server of the Company may refuse the Client's request/order in the following cases:
    - a. If the client sends the request before the first quote in the Trading Platform on the market opening:
        1. If there is not enough funds on the Client's account for opening a new position;
        2. If the Client sends the request/order before the opening of the trading session;
        3. When market conditions differ from normal, such as there is significant volatility or instability in the markets, or the industry as a whole, preventing us from providing our services in an orderly manner, including any instances where we are unable to receive data and/or we receive incorrect data from our service providers.
    - b. When using the trading platform it is allowed to use only one tab of the browser. In case of using several tabs of the browser the results of trade can be corrected and/or canceled.

5. Quotes

1. The Client acknowledges that the only reliable source of quote flow information is the main server for customer requests. The quotes on the Trading Platform cannot serve as a reliable source of information about the real quotes flow, as in the case of unstable connection between the Trading Platform and the server part of the quotes from the flow may not reach the Trading Platform.
2. The graphs displayed on the Trading Platform are indicative. Thus, the Company does not guarantee that the transaction will be made at the same prices specified on the graphs in the Trading Platform at the time of submission of the other customer transactions.
3. The price displayed on the Trading Platform is formed by the formula (Bid+Ask)/2.
4. Non-market quote – the price in the Trading Platform which does not correspond to the price on the market at this moment of time (hereinafter referred to as the **"Non-market price"**).
5. In case that the Company executed the Client's request/order for Non-market quote, the following shall be imposed on the Company's duty:
    a. In case of position closing – correction of the financial result between incorrect closing of the position and closing according to real market price corresponding to the closing moment of transaction according to Non-market price.
    b. In case of position opening – the Company reserves the right to cancel the financial result regarding such position.

6. Copyright

1. Copyrights and Intellectual Property (IP) on the Website are the Company's property or of third parties which have authorized the Company to use such IP on the Website and Service(s). It is forbidden to copy, distribute, duplicate, present in public, or deliver the copyrighted material, in whole or in part, to third parties. It is forbidden to alter, advertise, broadcast, transfer, sell, distribute or make any commercial use of the copyrighted material, in whole or in part, except with duly signed prior permission from the Company.
2. Unless explicitly stated otherwise, any material and/or message, including without limitation, idea, knowledge, technique, marketing plan, information, questions, answers, suggestions, emails and comments (hereinafter – "Information") delivered to the Company shall not be considered the Client's confidential or proprietary right of. Consent to the Agreement will be considered as authorization to the Company to use the entire Clients' Information (excluding Clients' Information designated for personal identification), at the absolute and sole discretion of the Company without requirement of any additional permission from the Client and/or the payment of any compensation due to such use.
3. Client undertakes that any notice, message or any other material supplied by the Client shall be appropriate and shall not harm other persons including their proprietary rights. Client shall refrain from uploading or sending any illegal and/or harmful and/or disturbing to other Clients material, and is strictly forbidden from taking any action, which might damage the Company.

7. Content and Third Parties' Websites

1. The Website might include general information, news, comments, quotes and other information related to financial markets and/or advertising. Some information is supplied to the Website by unaffiliated companies.

2. The Company does not provide investment research. All news, comments, quotes and other information related to financial markets published by the Company are of promotional/marketing nature only.
3. The Company does not prepare, edit or promote the information/links and/or other information provided by unaffiliated companies.
4. The Company will not be liable for the content of any third-party websites or the actions or omissions of their proprietors nor for the contents of third party advertisements and sponsorship on those websites. The hyperlinks to other websites are provided for information purposes only. Any Client and/or potential client use any such links at his/her own risk.

8. Processing of Client Orders to Open Positions

1. If the amount of available funds is sufficient to open a position - the position will be opened.
2. If the size of the available funds is insufficient to open a position - the position will not be opened.
3. The Client's order to open a position is processed, and the position is opened only after the corresponding entry in the server log file. Each new position is assigned with a serial number.

9. Processing of Client Orders to Close Positions

Closing of trading positions occurs at the current price at the trading server at the moment of closing of the trading operation.

10. OTC Assets

1. OTC Asset or "over the counter" is an asset that is traded out of the regular market (hereinafter referred to as the "Asset").
2. The Asset's price is formed from data for trade requests and orders of the Clients, received by the Company.
3. The Client acknowledges that by making trade requests and orders on such Asset, he/she understands the essence of the work of such an Asset and the pricing algorithm of the Asset.
4. The Client acknowledges that by making trade requests and orders on such Assets, he/she admits that the only reliable source of quoting information is the main server for the trade orders of the Clients.

11. Fraud

In the event that the Company has reasonable suspicion to believe and/or comes to its attention that the Client has acted fraudulently with regard to the subject matter of the Agreement, including without limitation to the following occurrences:

- Fraud associated with credit card transactions and other ways to fill a balance that does not belong to the Client;
- Fraud associated with the use of software for false trading results;
- Fraud associated with errors and system failures for false trading results,

The Company shall be entitled to block the Client's account without prior notice and without the possibility of further money withdrawal and/or entitled to unilaterally terminate the Agreement in the extrajudicial procedure.

12. Benefits

The Company may provide benefits to clients, including but not limited to, VIP status, tournaments and/or other privileges (“Benefits”), at its absolute discretion and subject to fulfilling the required conditions.

The Client acknowledges and accepts:

1. The Company reserves the right, without prior notification, to amend or cancel any of the Benefits provided at any time for any reason;
2. Conditions are subject to change at any time and may vary depending on each region;
3. It is prohibited to abuse any of the privileges provided by the Company (e.g. creating multiple trading accounts to claim these Benefits);
4. The client may submit a request to support@capitalbear.com to stop receiving such Benefits at any time.

13. Foreign Exchange

1. For any conversion required to be effected from one currency to another for the execution of any order, the Company is entitled at its absolute discretion to debit the Client’s Trading Account with the equivalent amount of the transaction in the currency in which the Client holds the Trading Account.
2. The Client acknowledges and agrees that he shall undertake all risks deriving from any such conversion and in particular, the risk of loss which may be incurred as a result of the fluctuation in the exchange rates.