

## **BDSwiss Holding Plc**

### **CLIENT AGREEMENT**

### **TERMS & CONDITIONS FOR BINARY OPTIONS**

**MAY 2016**

This Agreement is entered by and between BDSwiss Holding PLC (hereafter the “Company” or “we” or “us”) on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Procedure and has been accepted by the Company as a Client (hereafter the “Client” or “you”) on the other part.

This Agreement together with any Schedule(s) and the following documents “Conflicts of Interest Policy”, “Order Execution Policy”, “Privacy Policy”, “General Risk Disclosure Statement”, “Risk Disclaimer for Financial Instruments” and the “Bonus Policy”, as amended from time to time, set out the terms and conditions upon which the Company will offer its services to the Client and shall govern the relationship between the Parties. By completing the Company’s Account Opening Procedure to open a Trading Account the Client accepts the terms and conditions of this Agreement.

The Client acknowledges that he/she has read, understood and accepted all of the terms and conditions contained in this Agreement without modifications (which include those terms and conditions expressly set forth below and those incorporated by reference) as well as read, understood and accepted all the above mentioned documents which form the Agreement and any other letters or notices sent by the Company as well as the various documents found on the Company’s website such as “Client Categorization Policy”, “Investor Compensation Fund Policy”, “Complaint Handling Procedure” before he/she becomes a customer of BDSwiss Holding PLC. By continuing to access or use the website(s), you agree to follow the terms and conditions of this Agreement as they may apply to you.

We reserve the right to amend, modify, update and change any of the terms and conditions of this Agreement, from time to time, and we will notify you of any such amendment, modification or change by publishing the new version of this Agreement on the relevant page of our Internet website(s). Any modified version of this Agreement will take effect 7 days after its publication on the website(s) and your continued use of the Services or the Trading Platform after the aforementioned 7 days will be deemed to constitute your acceptance of the changes to this Agreement. It remains your responsibility to ensure that you are aware of the correct, current terms and conditions of this Agreement and we advise you to check for updates on a regular basis. If you do not agree to be bound by the terms and conditions of this Agreement please cease using our services immediately and inform us in writing immediately.

This Agreement overrides any previous agreements, arrangements, express or implied statements made by the Company or any Introducer(s). This Agreement is effective upon acceptance of the terms and conditions when you register as a new Client.

In the event of a conflict between BDSwiss terms & conditions expressed in English and BDSwiss terms & conditions expressed in any other language, the terms & conditions expressed in English is the governing version and shall prevail over the versions expressed in any other language.

## **1. GENERAL INFORMATION**

### **1.1. Information About US**

**BDSwiss** is a licensed brand of **BDSwiss Holding Plc** (Formerly Keplero Holdings Ltd). BDSwiss is the trading name of BDSwiss Holding Plc, a Cyprus Investment Firm (“CIF”) which is authorized and regulated by the Cyprus Securities and Exchange Commission (hereafter “CySec”) under License Number 199/13. The Company provides investment and ancillary services in accordance to its authorization and in compliance with the European Markets in Financial Instruments Directive (MiFID) and the Cyprus Investment Services and Activities Regulated Markets Law of 2007 (Law 144(I)/2007) through the website [www.bdswiss.com](http://www.bdswiss.com) (hereafter “the website”) and as these are defined throughout this Agreement.

The Company is registered in Cyprus under the Companies Law, with registration number HE300153. Its registered office is situated at Ioanni Stylianou 6, 2<sup>nd</sup> Floor, Flat/Office 202, 2003, Nicosia, Cyprus.

### **1.2. Communication with us**

You may communicate with us in writing (including fax), by email or other electronic means, or orally (including by telephone). The language of communication shall be English and you will receive documents and other information from us in English. However, where appropriate and for your convenience, we will endeavour to communicate with you in other languages. Our website(s) contain further details about us and our services, and other information relevant to this Agreement. In the event of any conflict between the terms of this Agreement and our website, this Agreement will prevail. By accepting and agreeing to the Terms and Conditions of this Agreement and further opening an account with the Company, the Client accepts the terms and conditions contained therein.

For any questions you may contact the Company at the following address:

160 Arch. Makariou III Avenue  
3026, Limassol, Cyprus  
Fax: +357-25-255-588  
Email: [support@bdswiss.com](mailto:support@bdswiss.com)

### 1.3. Telephone Calls, Faxed Documents and Records

1.3.1. Telephone conversations between the Client and the Company will be recorded and kept by the Company and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders or conversations so recorded.

1.3.2. Our records will be evidence of your dealings with us in connection with the Trading Platform. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request in our absolute discretion. You will not object to the admission of our records as evidence in any legal or regulatory proceedings because such records are not originals, are not in writing or are documents produced by a computer.

1.3.3. Under Applicable Regulations, the Company will keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least five years after termination of the Agreement or a Transaction.

## 2. DEFINITIONS AND INTERPRETATIONS

In this Agreement, the Terms stated below shall have the following meanings and may be used in the singular or plural as appropriate.

**“Account Opening Procedure”** means the online procedure followed by the Client in order to open a trading account with the Company.

**“Access Codes”** means the username and password provided by the Company to the Client for accessing his Trading Account through the Company’s electronic systems.

**“Agreement”** means these Terms and Conditions for the Services offered by the Company and the following documents found on the Company’s website: Client Categorization Policy, Investor Compensation Fund Policy, Complaints Handling Procedure, Conflicts of Interest Policy, Order Execution Policy, Privacy Policy, General Risk Disclosure Statement, Risk Disclaimer for Financial Instruments and the Bonus Policy, as amended from time to time and any subsequent Appendices added thereto.

**“Applicable Regulations”** means (a) the Cyprus Investment Services and Activities and Regulated Markets Law of 2007 (Law 144(I)/2007), (b) Directives, Circulars or other Rules and Regulations issued by CySec and govern the operations of Cyprus Investment Firms and (c) all other applicable laws, rules and regulations in force from time to time, including the European Markets in Financial Instruments Directive (MiFiD).

**“Balance”** means the sum held on behalf of the Client on its Client Account within any period of time.

**“Balance currency”** means the currency that the trading account is denominated in and all charges including spreads, commissions and swaps, are calculated in that currency.

**“Best Execution Policy”** means the Company’s prevailing policy available at the Company’s website regarding best execution when executing client orders.

**“Binary 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 payoff is prearranged to be a fixed amount if the option expires in the money or if the option expires out of the money.

**“Business Day”** means any day other than Saturday or Sunday or a public holiday in Cyprus or any other holiday to be announced by the Company on its website.

**“CIF Authorisation”** means the license obtained by the Company from CySec, as this may be amended from time to time and which sets out the investment and ancillary services the Company is authorised to provide.

**“Client”** means a natural or legal person, accepted by the Company as its Client to whom services will be provided by the Company under the Terms.

**“Client Funds”** means money deposited by the Client in his/her Trading Account, plus or minus any unrealised or realised profit or loss, plus or minus any amount that is due by the Client to the Company and vice versa.

**“Company”** means BDSwiss Holdings PLC, a company registered in the Republic of Cyprus under the registration number HE 300153 and licensed by Cyprus Securities and Exchange Commission (CySEC) with license No. 199/13, having its registered office at Ioanni Stylianou 6, 2<sup>nd</sup> Floor, Flat/Office 202, 2003, Nicosia, Cyprus.

**“Company’s Website”** means [www.bdswiss.com](http://www.bdswiss.com) or any other website that may be the Company’s website from time to time.

**“Counterparties”** shall mean banks and/or brokers through whom the Company may cover its transactions with Clients.

**“CySec”** is an abbreviation for the “Cyprus Securities and Exchange Commission”.

**“CySec Rules”** means the Law which provides for the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and other related matters, the Prevention and Suppression of Money Laundering Activities Law, the Directives, Circulars and all other regulations issued pursuant to these Laws and all Rules, Directives, Guidance Notes, Opinions, recommendations, administrative notices, newsletters, and rules published by the Cyprus Securities and Exchange Commission.

**“Declared Price”** means the price that the client requested for either instant execution or pending order.

**“Execution”** means the execution/completion of client’s orders on the Company’s trading platform, where the Company acts as the Execution Venue to Client’s transactions.

**“Execution Venue”** the counterparty for transactions and holder of the Clients securities or other assets deposited.

**“FATCA”** means the United States federal law “Foreign Account Tax Compliance Act”.

**“FFI”** means Foreign Financial Institution.

**“Financial Markets”**, means international financial markets in which currency and other financial assets exchange rates are determined in multi-party trade.

**“Floating Profit/Loss”** shall mean the unrealized profit/loss of open positions at current prices of the Underlying Assets.

**“MTF”** means Multilateral Trading Facility.

**“Open Positions”** means a long or short position whose value is changing in accordance with change of the market price of the financial instrument.

**“Orders”** means any trading transactions executed on the Company’s trading platform(s) by the Client.

**“Over the counter (OTC)”** means any Contract concerning a commodity, security, currency or other financial instrument or property which is not traded on a regulated stock or commodity exchange but “over the counter”.

**“Services”** means the services to be provided by the Company to the Client and are governed by these Terms and Conditions.

**“Terms”** means these Terms of business governing all the actions that relate to the execution of your trades.

**“Trade Confirmation”** means a notification from the Company’s trading platform to the Client confirming the Client’s entry into a Transaction.

**“Transaction”** means any transaction subject to this Agreement and includes binary options or other derivative contract in relation to any commodity, financial instrument (including any security), currency, interest rate, index or any combination thereof and any other transaction or financial

instrument for which the Company is authorised under its Cypriot Investment Firm (“CIF”) License from time to time which we both agree shall be a Transaction.

**“Trading Platform”** means any online trading platform made available to the Client by the Company for placing orders, requesting quotes for trades, receiving price information and market related news as well as having a real-time revaluation of the open positions, through the Internet.

**“Trading Account”** means a personalized trading account that the Client holds with the Company, designated with a unique account number and used for the purposes of trading with the Company.

**“Underlying Asset”** means the financial instrument (e.g., stock, futures, commodity, currency, index) on which a derivative's price is based.

**“Trading hours”** means 22:00 GMT on Sunday to 21:00 GMT on Friday, excluding official holidays in Europe.

**“US Reportable Persons”** – In accordance to FATCA, US Reportable persons are:

- a) A US citizen (including dual citizen)
- b) A US resident alien for tax purposes
- c) A domestic partnership
- d) A domestic corporation
- e) Any estate other than a foreign estate
- f) Any trust if:
  - a court within the United States is able to exercise primary supervision over the administration of the trust
  - one or more United States persons have the authority to control all substantial decisions of the trust
  - any other person that is not a foreign person.

In this Agreement, all the words that denote only the singular number will also comprise the plural, wherever the aforementioned definitions apply and vice versa, and the words that denote natural persons will comprise legal persons and vice versa. Words denoting any gender include all the genders and whenever reference is made to the terms “Paragraphs”, “Sections” and “Appendices” it concerns paragraphs, sections and appendices of this Agreement.

The headings of the Sections are only used for facilitating the reference and they do not affect their interpretation. References to any law or regulation will be considered to comprise references to that law or regulation as this can be altered or replaced from time to time or, similarly, to be extended, re-enacted or amended.

### **3. CANCELLATION OF THIS AGREEMENT**

You have the right to cancel this Agreement within thirty (30) days (the “Cancellation Period”) from the date you accept the Client Agreement. Should you wish to cancel this Agreement within the Cancellation Period, you should send notice in writing to the following address: 160 Arch. Makariou

III Avenue, 3026, Limassol, Cyprus or electronically to the following email address: [support@bdswiss.com](mailto:support@bdswiss.com). Cancelling this Agreement within the Cancellation Period will not cancel any Transaction entered into by you during the Cancellation Period. If you fail to cancel this Agreement within the Cancellation Period you will be bound by its terms and conditions.

#### **4. PROVISION OF SERVICES**

The Company in accordance to its CIF authorisation is authorised to provide the following investment services which are governed by this Agreement:

Investment Services:

1. Reception and transmission of orders in relation to the Financial Instruments the Company is authorised to provide.
2. Execution of orders on behalf of clients

Ancillary Services:

1. Safekeeping and administration of financial instruments, including custodianship and related services.
2. Foreign exchange services where these are connected to the provision of investment services.

#### **5. APPLICATION AND REGISTRATION DATA**

5.1. In order to use the Trading Platform and our Services, you must register with us by providing your personal details, including identity documents, as Registration Data. After you complete the online Account Opening Procedure together with all the required identification documentation and Registration Data required by us for our own internal checks, we will send you a notice informing you whether you have been accepted as a Client of the Company. It is understood that we are not to be required (and may be unable under Applicable Regulations) to accept a person as our Client until all documentation we require has been received by us, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks, appropriateness or suitability tests as the case may be) have been duly satisfied. It is further understood that we reserve the right to impose additional due diligence requirements to accept Client(s) residing in certain countries.

5.2. You agree and undertake to:

- (a) notify us of any changes to your personal and financial information and/or in your financial condition by emailing [support@bdswiss.com](mailto:support@bdswiss.com);
- (b) provide true, accurate, current and complete Registration Data as prompted by the registration process;

- (c) maintain and promptly update the Registration Data to keep it accurate, current and complete by emailing using the email address which you created your trading account, any changes to support@bdswiss.com; and
- (d) ensure that you log out from your trading account at the end of each session on the Website;
- (e) We may carry out credit and other checks from time to time as we deem appropriate. Your Registration Data or other information may be used in the prevention of money laundering or terrorist financing or fraud as well as for the management of your account. You authorize us to use your Registration Data and other information to perform the above checks in relation to your application process;
- (f) In the event we become aware of any illegal activity, impropriety in the Registration Data or failure of any due diligence requirement, we may freeze your account. Should such an event occur we may not be in a position to release funds and may not be able to carry out subsequent instructions from you.

5.3. BDSwiss Holding PLC being a regulated investment firm we are required to abide by stringent Know Your Client (KYC) and Anti-Money Laundering (AML) protocols. As part of the Account Opening Procedure, the Client is required to provide us with (a) proof of identity, that is a government issued passport and identity card (if available) and (b) proof of residence, that is a hard copy utility bill (water bill, electricity bill, gas bill, phone/internet bill) or a certificate of residence or a hard copy bank statement in A4 format and not older than 6 months. A driving license is not considered to be an acceptable form of identification under CySec rules and regulations.

5.4. Once logged into the Trading Platform using your Access Codes, you authorize us to rely upon any information or instructions set forth in any data transmission using your Registration Data, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same. Without limitation of the foregoing, we have no responsibility for transmissions that are inaccurate or not received by us, and we may execute any Transaction on the terms actually received by us.

## **6. ASSESSING APPROPRIATENESS**

6.1. Part of the Registration Data you provide, allows us to assess whether the Service or Financial Instrument is appropriate for you, in accordance with CySEC Rules and Regulations.

6.2. We are entitled to rely on the information you provide to us unless we are aware that such information is manifestly out of date, inaccurate or incomplete. We have no responsibility for the information which you provide to us and we may assess your appropriateness on the basis of the information you give to us.

6.3. We will assess your knowledge and experience on the basis of the information received from you to enable a decision to be made on appropriateness. If we determine that the Service or



Financial Instrument is not suitable for your level of experience and/or knowledge we will notify you and we may not be able to open a Trading Account for you.

6.4. If you elect not to provide the information required to allow us to assess appropriateness, or if you provide insufficient information regarding your knowledge or experience, we may be unable to determine whether the Service or Financial Instrument is appropriate for you and therefore may decline your application to open a Trading Account.

6.5. We reserve the right to refuse to approve your registration or any Transaction should you deny and/or omit to provide us with all the requested information. In making such a decision we will have regard to the circumstances.

## **7. CLIENT CATEGORISATION**

7.1. The Company will deal with the Client according to the rules of professional conduct based on which the Client will be treated as a Retail Client, Professional Client or Eligible Counterparty in accordance with the information provided to the Company during the Account Opening Procedure.

7.2 The Client shall inform the Company in case the Client's personal information changes. In the event that the Client wishes to be re-categorized the Client must inform the Company in writing, clearly stating such a wish. The final decision of the change in categorization however lies in the absolute discretion of the Company. If the Company agrees to such categorization, the level of protection that is afforded by certain CySec Rules and other applicable regulations may be reduced. This may include but is not limited to:

- (a) the requirement for us to act in accordance with your best interests;
- (b) our obligation to provide appropriate information to you before providing the services;
- (c) the restriction on the payment or receipt by us of any inducements;
- (d) our obligation to achieve best execution in respect of your orders;
- (e) the requirement to implement procedures and arrangements which provide for the prompt, fair and expeditious execution of your orders;
- (f) our obligation to ensure that all information we provide to you is fair, clear and not misleading;  
and
- (g) the requirement that you receive from us adequate reports on the services provided to you.

7.3. It is understood that we have the right to review the Client's Categorization and change your Categorization if this is deemed necessary (subject to Applicable Regulations). You accept that when categorizing you and dealing with you, the Company will rely on the accuracy, completeness and correctness of the information provided by you at the Account Opening Procedure and the Financial Details Questionnaire. You have the responsibility to immediately notify us in writing if such information changes at any time thereafter.

7.4. The Client is bound by the method and process of categorization as this is defined and thoroughly explained in the “Client Categorization Policy” which can be found on the Company’s website under the title “Client Categorization Policy”. Therefore, by accepting these Terms and Conditions, the Client accepts the application of the categorization method as this is defined in the “Client Categorization Policy”.

## **8. MEMBERSHIP ELIGIBILITY**

8.1. The Services are available to and may only be used by individuals or companies who can form legally binding contracts under the law applicable to their country of residence.

Without limiting the foregoing, our Services and/or the use of the Company’s electronic system(s) and/or Trading Platform are not available to any person who:

- a. Is under the age of 18 or otherwise under legal age (“Minors”). The Company shall not be responsible for any unauthorised use by Minors of our Services and/or system and/or trading platform in any way or manner;
- b. Is not of legal competence or of sound mind;
- c. Resides in any country where such use would be contrary to local laws and regulations. The Company’s Service(s) and/or system(s) and/or Trading Platform and any other service(s) provided by us is not available to persons residing in any country where Binary Options or such trading activities would be contrary to local laws or regulations. It is your responsibility to ascertain the terms of and comply with any local law or regulation to which you are subject;
- d. Is a citizen or resident of the United States of America or Canada or South Africa or North Korea or Japan or Turkey or Thailand as the Company does not accept Clients from these countries; or
- e. Is an employee, director, associate, agent, affiliate, relative or otherwise connected to the Company or any affiliate thereto.

8.2. Without derogating from the above, the Company reserves the right, acting reasonably, to suspend and/or refuse access to and use of the Company’s service(s) and/or electronic system(s) and/or Trading Platform to anyone in our sole and absolute discretion.

8.3. The Client assures that the funds which will be transferred as security for trading on the BDSwiss Holding PLC account, do not originate from illegal or criminal activities or is of unknown origin.

8.4. The offering of Binary Options on various underlying financial and other assets may not be legal in some jurisdictions. You understand and accept that the Company is unable to provide you with any legal or taxation advice or assurances in respect of your use of the Services and the Company makes no representations whatsoever as to the legality of the Services in your jurisdiction.

8.5. Our Services are not available where they are illegal to use, and the Company reserves the right to refuse and/or cancel services to anyone at its own discretion.

8.6. For avoidance of doubt, the ability to access our website does not necessarily mean that our services and/or your activities through it, are legal under the laws, regulations or directives relevant to your country of residence.

## **9. SCOPE OF THE AGREEMENT**

9.1. This Agreement is made by and between BDSwiss Holding PLC and you and is applicable only to those Clients trading in the Financial Instruments of Binary Options.

9.2. This Agreement applies to both the website(s) and Trading Platform, as well as to the electronic content and/or software currently contained on the website(s) that supplies the Client with real time information about the exchange rate of some currencies, as well as with the program facilities for executing trading transactions in the Binary Options via the web, phone or fax, and any other features, content or services that BDSwiss Holding PLC may add in the future (the "Services").

9.3. The Client trading account is activated once the Company verifies the Client's identity and provides the Client with a username and password.

9.4. You are responsible for securing your login details for your account with BDSwiss Holding PLC. You hold sole responsibility for any damage caused due to any act or omission by you causing inappropriate or irregular use of your trading account. You are obliged to immediately inform the Company of any possible non-authorized use conducted with your user name. Users that log in to the Company's website to use its services are required to provide certain personal, identifying details.

9.5. Binary Options Orders: It is understood that additional terms, conditions, requirements, functionalities and limitations may apply for Binary Options trading which are available on each Trading Platform and the Client agrees that he/she is bound by them, and the Company has the right to change these according to the provisions of this Agreement; therefore the Client agrees to check for such changes before placing a new Binary Option Order.

9.6. The following Binary Options are available for the Client:

- Binary
- Option Builder
- One Touch
- Dynamic One Touch
- Sixty Seconds
- Ladder

9.7. In certain circumstances, Binary Options Orders may be cancelled within a limited time (of a few seconds) after being placed. The option to cancel an order will be available on the Website in situations where it is possible.

9.8. Placing Orders: All Orders in Binary Options with the Company are executed as Market Orders i.e. at the best available market price.

9.9. The Client may not amend or alter an existing position.

## **10. LICENSE AND USE OF THE COMPANY'S WEBSITE(S) AND/OR TRADING PLATFORM(S)**

10.1. BDSwiss Holding PLC grants you a non-exclusive, non-transferable and limited personal license to access and use our website(s) (the "License"). The License is conditioned on your continued compliance with the terms and conditions of this Agreement. Upon accepting and signing this Agreement, the Client is entitled to apply for Access Codes to gain online access to the Company's electronic system(s) and/or trading platform(s), thereby being able to place orders for transactions on any financial instrument available from the Company. Further, the Client will be able to trade on the Company's Trading Platform with and through the Company with the use of a Personal Computer, Smartphone or any other similar device that is connected to the internet. In this respect, the Client understands that the Company can, at its absolute discretion, terminate the Client's access to the Company's system(s) in order to protect both the Company's and clients' interests and to ensure the systems' effectiveness and efficiency.

10.2. The Client is responsible for ensuring that he/she alone control access to his/her account credentials and that no person(s) under the legal age or any other person(s) is granted access to the Company's system and/or the Client's trading account and/or the Company's Trading Platform using the Client's account credentials. You acknowledge that you are ultimately responsible for all actions on the Trading Platform through your Registration Data, including irregular or unauthorised disclosure of your account credentials.

10.3. The Client is responsible for all acts or omissions that occur within the Website(s) through the use of his/her registration information. If the Client believes that someone has used or is using his/her registration information, user name or password to access any Service without the Client's authorization, the Client should notify our Customer Support immediately. The Client will make every effort possible to keep the Access Codes secret and known only to him and will be liable of any Orders received by the Company through his trading Account under his Access Codes. Further, any Orders received by the Company will be considered as received from the Client. In cases where a third person is assigned as an authorized representative to act on behalf of the Client, the Client will be responsible for all Orders given through and under the representative's Account Password.

10.4. The Client is responsible to monitor his Account and to notify the Company immediately if it comes to his attention that his Access Codes are lost or being used by an unauthorized third party. Also, the Client agrees to immediately notify the Company should he/she become aware of any failure by the Client to receive a message indicating the reception and/or execution of an Order, the

accurate confirmation of an execution, any information for Client's Account balances, positions or transactions history as well as in case the Client receives confirmation of an Order that he did not place.

10.5. The Client agrees not to attempt to abuse the Trading Platform in an attempt to make illegal profits or to attempt to profit by taking advantage of the server latency, or applying practices such as price manipulation, lag trading, time manipulation.

10.6. The Client acknowledges that the Company may choose not to take action based on Orders transmitted to the Company using electronic means other than those Orders transmitted to the Company 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.

10.7. The Client agrees to use software programs developed by third parties including but not limited to the generality of those mentioned above, browser software that supports Data Security Protocols compatible with protocols used by the Company. Moreover, the Client agrees to follow the access procedure (Login) of the Company that supports such protocols.

10.8. The Company will not be held responsible in the event of an unauthorized access from third persons to information including, but not limited to, electronic addresses and/or personal data, through the exchange of these data between the Client and the Company and/or any other party using the Internet or other network or electronic mean available.

10.9. The Company is not responsible for any power cuts or failures that prevent the use of the system(s) and/or the Trading Platform and cannot be responsible for not fulfilling any obligations under this Agreement because of network connection or electricity failures. In the case of such electricity/ communication/ Internet failures, if the Client wishes to place an Order, then the alternative means of communications/placing orders will be by phone. The Company reserves the right to decline any verbal instruction in cases where its telephone recording system is not operational or in cases where the Company is not satisfied of the caller's/Client's identity or in cases where the transaction is complicated or in cases where the quality of the line is poor. The Company further reserves the right to ask the Client to give instructions regarding the Client's transactions by other means that it deems appropriate.

10.10. The Company shall have no liability for any potential damage the Client may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, viruses, system errors, delays in execution, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. The Client acknowledges that access to electronic systems / trading platforms may be limited or unavailable due to such system errors, and that the Company reserves its right upon notifying the Client to suspend access to electronic systems / trading platforms for this reason.

10.11. The Company has the right, unilaterally and with immediate effect, to suspend or withdraw permanently the Client's ability to use any Electronic Service(s), or any part thereof, without notice, where the Company considers it necessary or advisable to do so, for example due to Client's non-

compliance with the Applicable Regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect the Client when there has been a breach of security. In addition, the use of an Electronic Service may be terminated automatically, upon the termination (for whatever reason) of any license granted to the Company which relates to the Electronic Service; or this Agreement. The use of an Electronic Service(s) may be terminated immediately if an Electronic Service(s) is withdrawn by any Financial Market or the Company is required to withdraw the facility to comply with Applicable Regulations.

10.12. The Client remains fully liable for any and all positions traded on his/her account, and for any credit card transactions entered into the website for the Client's account. The Client agrees to indemnify the Company fully in respect to all costs and losses whatsoever as may be incurred by the Company as a result, direct or indirect, of the Client's failure to perform or settle such a transaction. The Client further agrees that in the case that any financial contract is acquired or sold at prices that do not reflect its market prices, or that is acquired or sold at an abnormally low level of risk (the "mispricing") due to an undetected programming error, bug, defect, error or glitch in the Company's website software or any other reason resulting in mispricing (for the purpose of this section the "error"), the Company reserves the right to cancel such transactions upon notifying you of the nature of the computer error that led to the mispricing.

10.13. The Company may, at its sole discretion, impose volume or other limits on Client accounts. Contract payouts shall be determined by the Company by reference to the daily values reported on this website relevant to the inter-bank trading data received by the Company for all options, subject to the provisions that the Company shall have the right to make corrections to such data in the event of mispriced or typographically incorrect data.

10.14. You agree to use the information received from the information systems of BDSwiss Holding PLC for the sole purpose of executing transactions inside and within the website.

10.15. You further agree not to use any electronic communication feature of a Service on the website for any purpose that is unlawful, tortuous, abusive, and intrusive on another's privacy, harassing, libellous, defamatory, embarrassing, obscene, threatening or hateful.

## **11. AUTOMATED TRADING SYSTEMS**

Unauthorized automatic or semi-automatic trading systems that are installed by the customer within the browser or on his computer that require no human action to perform will be treated by us as a backdoor Application Performing Interface System and can lead to a closure of the account or to a lifting of the trade. Trades that are realized on that kind can lead to courses that would otherwise not have been and are considered by us as Over-the-Counter trading. This leads to the cancellation of trades made.

## **12. ORDERS - INSTRUCTIONS AND BASIS OF DEALINGS**

### ***12.1. Reception and Execution of Transactions***

12.1.1. The Company may, in certain circumstances, accept instructions, by telephone via the Company's Dealing Room, provided that the Company is satisfied, at its full discretion, of the Client's identity and the Company is further also satisfied with the clarity of instructions. In case of an Order received by the Company in any means other than through the Trading Platform, the Order will be transmitted by the Company to the Trading Platform and processed as if it was received through the Trading Platform. It is understood that an Order will not be affected until it is actually considered received by the Company. It is noted that in this Agreement, instructions and orders have the same meaning.

12.1.2. In the event that the Company wishes to confirm in any manner any instructions and/or Orders and/or communications sent through the telephone, it reserves the right to do so. The Client accepts that there is a risk of misinterpretation or mistakes in the instructions or Orders sent through the telephone, regardless of what caused them, including, among others, technical failures.

12.1.3. Once the Client's instructions or Orders are received by the Company, they cannot be revoked, except with the Company's written consent which may be given at the Company's sole and absolute discretion. The Company reserves its right not to accept Client's Orders, in its absolute discretion, and in such a case the Company is obliged to give a reason and promptly notify the Client accordingly.

12.1.4. The Client places his market request at the prices he sees on his terminal/platform and the execution process is initiated.

12.1.5. The Client has the right to use a Power of Attorney to authorize a third person (representative) to act on behalf of the Client in all business relationships with the Company. The Power of Attorney should be provided to the Company accompanied by all identification documents of the representative. If there is no expiry date, the Power of Attorney will be considered valid until the written termination by the Client.

12.1.6. The Company uses its reasonable endeavours to execute any order promptly, but in accepting the Client's orders the Company does not represent or warrants that it will be possible to execute such order or that execution will be possible according to the Client's instructions. In case the Company encounters any material difficulty in carrying out an order on Client's behalf, for example in case the market is closed and/or due to illiquidity in financial instruments and other market conditions, the Company shall promptly notify the Client. The Client agrees that the Company may execute an order on Client's behalf outside a regulated market and that the Company's order execution policy will not apply when the Client places a specific instruction.

12.1.7. Orders can be placed, executed, changed or removed only within the operating (trading) time and shall remain effective through the next trading session. The Client's Order shall be valid and



in accordance with the type and time of the given Order, as specified. If the time of validity of the Order is not specified, it shall be valid for an indefinite period.

12.1.8. The Company shall record telephone conversations, without any prior warning (unless required to do so by Applicable Regulations), to ensure that the material terms of a Transaction and/or order placed by the customer and/or any other material information relating to a transaction are properly recorded. Such records will be the Company's property and will be accepted by the Client as evidence of his/her orders or instructions. The Company may use recordings and/or transcripts thereof for any purpose which it deems desirable.

12.1.9. The Company may require the Client to limit the number of open positions which the Client may have with the Company at any time and the Company may in its sole discretion close out any one or more Transactions in order to ensure that such position limits are maintained. The position limits will be notified in advance to the Client either through the Company's website or trading platform(s).

12.1.10. If any underlying asset of the Financial Instrument becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to withdraw the specific financial instrument from the Company's trading platform.

12.1.11. The Company has the right to set control limits in relation to Client's orders at its own and absolute discretion. Such limits may be amended, removed or added and may include without limitation:

- (a) controls over maximum order amount and size;
- (b) controls over the electronic systems and/or trading platforms to verify for example the Client's identity during the receipt of the order; or
- (c) any other limits, parameters or controls which the Company may deem required to be implemented in accordance with Applicable Regulations.

12.1.12. There may be restrictions on the number of Transactions that the Client can enter into on any one day and also in terms of the total value of those Transactions when using an Electronic Service. The Client acknowledges that some Markets place restrictions on the types of orders that can be directly transmitted to their electronic trading systems. These types of orders are sometimes described as synthetic orders. The transmission of synthetic orders to the Market is dependent upon the accurate and timely receipt of prices or quotes from the relevant Market or market data provider. The Client acknowledges that a Market may cancel a synthetic order when upgrading its systems, trading screens may drop the record of such an order, and the Client enters such orders at his own risk. The Client shall refer to the Company's website for details of the restrictions / limits imposed on Transactions performed through its electronic systems and/or trading platform(s).

12.1.13. In case where the client has any open positions on the ex-dividend day for any of the underlying assets of the financial instrument, the Company has the right to close such positions at the last price of the previous trading day and open the equivalent volume of the underlying financial instrument at the first available price on the ex-dividend day. In this case, the Company will inform the client via the internal mail of the said adjustment and no client consent will be required.



**12.2. Confirmations**

Confirmations for all Transactions that have been executed in the Client's Trading Account on a trading day will be available via Client's online Trading Account through the Trading Platform as soon as the transaction is executed. It is Client's responsibility to notify the Company if any confirmations are incorrect. Confirmations shall, in the absence of manifest error, be conclusive and binding on the Client, unless the Client places his/her objection in writing within five (5) Business Days. The Client might request to receive the Account statement monthly or quarterly via email, by providing such a request to the client support department, but the Company is not obliged to provide the Client with the paper Account statement. The Account statement is provided at the expense of the client.

**12.3. Authorisation of third person to give instructions on behalf of a Client**

12.3.1. The Client has the right to authorize a third person to give instructions and/or Orders to the Company or to handle any other matters related to this Agreement, provided that the Client has notified the Company in writing that such a right shall be exercised by a third party and that this person is approved by the Company and fulfils all of Company's conditions to allow this.

12.3.2. In case the Client has authorised a third person, it is agreed that in the event that the Client wishes to terminate the authorisation, it is the Client's full responsibility to notify the Company of such decision in writing. In any other case, the Company will assume that the authorisation is still ongoing and will continue accepting instructions and/or Orders given by the authorised person on behalf of the Client.

**12.4. Abusive Trading**

If the Company reasonably suspects that the Client performed abusive trading such as, but not limited to, pip-hunting, scalping, arbitrage, manipulations or a combination of faster/slower feeds, it may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

- (a) Terminate this Agreement immediately without prior notice to the Client;
- (b) Cancel any Open Positions;
- (c) Temporarily or permanently bar access to the Trading Platform or suspend or prohibit any functions of the Trading Platform;
- (d) Reject or Decline or refuse to transmit or execute any Order of the Client;
- (e) Restrict the Client's trading activity;
- (f) In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country;
- (g) Cancel or reverse of profits gained through abusive trading or the application of artificial intelligence in the Client Account;
- (h) Take legal action for any losses suffered by the company.

The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.

### **13. REFUSAL TO EXECUTE ORDERS**

13.1. The Company has the right, at any time and for any reason and without giving any notice and/or explanation, to refuse, at its discretion, to execute any Order, including without limitation in the following cases:

- (a) If the Company has adequate reasons to suspect that the execution of an Order is part of an attempt to manipulate the market, trading on inside information, relates to money laundering activities or terrorist financing or fraud or if it can potentially affect in any manner the reliability, efficiency, or smooth operation of the Trading Platform.
- (b) If the Client does not have sufficient available funds deposited with the Company or in his bank account to pay the purchase price of an Order along with the respective fees and commissions necessary to carry out the transaction in the Trading Platform. In the event that the Company does refuse to execute an order, such refusal will not affect any obligation which the Client may have towards the Company or any right which the Company may have against the Client or his assets.
- (c) If the order is a result of the use of inside confidential information (insider trading)

13.2. It is understood that any refusal by the Company to execute any order shall not affect any obligation which the client may have towards the Company or any right which the Company may have against the customer or his assets.

### **14. CANCELLATION OF TRANSACTIONS**

The Company has the right to cancel a transaction if it has adequate reasons / evidence to believe that one of the following has incurred:

- (a) Fraud / illegal actions led to the transaction,
- (b) Orders placed on prices that have been displayed as a result of system errors or systems malfunctions either of those of the Company or of its third party service providers.
- (c) The Company has not acted upon Client's instructions.
- (d) The Transaction has been performed in violation to the provisions of this Agreement.
- (e) The Company reserves the right to cancel executed trades if the trade cancellation feature is abused. An acceptable rate of cancellation is 1 cancelled trade per 5 executed trades. A rate of cancellation equal or higher than 0.2 cancelled trades per executed trade will be considered abuse of the cancellation feature.

The Company offers clients the ability to cancel trades within 3 seconds of opening the position, if they find the position to be undesirable.

**15. CLIENTS FUNDS**

15.1. The Company will promptly place any Client money it receives into one or more segregated account(s) with reliable financial institutions (i.e. an intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty) and the Client funds will be segregated from the Company's own money and cannot be used in the course of its business.

15.2. The Company may hold Client money and the money of other clients in the same account (omnibus account).

15.3. The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading Transactions from his/her Trading Account(s) under this Agreement) and the Client waives all right to interest.

15.4. The Company may deposit Client money with a third party (i.e. Financial Institution, a market, a settlement agent, a clearing house or OTC counterparty) who may have a security interest, lien or right of set-off in relation to that money.

15.5. Funds belonging to the Client that will be used for trading purposes will be kept in an account with any bank or financial institution used to accept funds which the Company will specify from time to time and will be held in the Client's name and/or the Company's name denoted as clients account. It is understood that the Company may hold funds on behalf of the Client with an intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty located outside the European Union or the EEA. The legal and regulatory regime applying to any such person might be different from the legal and regulatory regime in Cyprus and the European Union and in the event of the insolvency or any other analogous events or equivalent failure of that person, Client's funds may be treated differently from the treatment which would apply if the funds were held with a bank in an account in Cyprus and the European Union. The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this clause.

15.6. The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

15.7. The Company is a member of the Investors Compensation Fund (ICF). So, depending on his classification, the Client may be entitled to compensation from the ICF in the event that the Company is unable to meet its obligations as explained in the document with the title Investors Compensation Fund, found on the Company's Website.

15.8. The Client authorizes the Company to make any deposits and withdrawals from his/her bank account to the Client's trading account and vice versa following the Client's instructions, on his behalf, provided that expressed consent took place including, without prejudice to the generality of the above, withdrawals for the settlement of all transactions undertaken under the Agreement and all amounts which are payable by or on behalf of the Client to the Company or any other person.

15.9. It is commonly understood that any amount payable by the Company to the Client, shall be paid directly to the bank account of the beneficial owner which is the Client. Fund transfer requests are processed by the Company within the time period specified on the Company's official website and the time needed for crediting into the Client's personal account will depend on the Client's bank account provider. BDSwiss Holding PLC accepts no responsibility for bank clearing.

15.10. The Company retains a right of set off and may, at its discretion, from time to time and without the Client's authorization, set-off any amounts held on behalf and/or to the credit of the Client against the Client's obligation to the Company. Unless otherwise agreed in writing by the Company and the Client, this Agreement shall not give rise to rights of credit facilities.

15.11. The Client has the right to withdraw the funds which are not used for margin covering, free from any obligations from his Account without closing the said Account.

15.12. The Company reserves the right to decline a withdrawal request if the request is not in accordance with certain conditions mentioned in this Agreement or delay the processing of the request if not satisfied on full documentation of the Client.

15.13. It is within the Client's terms that any incurring bank fees will be paid by him in case of funds withdrawals from his trading account to his designated bank account. The Client is fully responsible for the payments details that he has provided to the Company and the Company accepts no responsibility if the Client has provided false or inaccurate bank details.

15.14. The Client agrees that any amounts sent by the Client in the Bank Accounts, will be deposited to the Client's trading account at the value date of the payment received and net of any charges / fees charged by the Bank Account providers or any other intermediary involved in such transaction process. In order for the Company to accept any deposits by the Client, the identification of the sender must be verified and ensure that the person depositing the funds is the Client. If these conditions are not met, the Company reserves the right to refund the net amount deposited via the method used by the depositor.

15.15. Withdrawals should be made using the same method used by the Client to fund his trading account and to the same remitter. The Company reserves the right to decline a withdrawal with a specific payment method and to suggest another payment method where the Client needs to complete a new withdrawal request. In the event that the Company is not fully satisfied with the documentation provided in relation to a withdrawal request, the Company can request for additional documentation and if the request is not satisfied, the Company can reverse the withdrawal request and deposit the funds back to the Client's trading account.

15.16. In the event that any amount received in the Bank Accounts is reversed by the Bank Account provider at any time and for any reason, the Company will immediately reverse the affected deposit from the Client's trading account and further reserves the right to reverse any other type of transactions effected after the date of the affected deposit. It is understood that these actions may result in a negative balance in all or any of the Client's trading account(s).

15.17. The Client agrees to waive any of his rights to receive any interest earned in the funds held in the Bank Account where Client's funds are kept.

15.18. The Client shall clearly specify his name and all required information, in accordance with international regulations related to the fight against money laundering and terrorist financing, on the payment document. It is the Company's policy not to accept payments from third parties to be credited to the Client's account.

15.19. The Company has the right to refuse a client's transferred funds in any of the following cases:

- (a) if the funds are transferred by a third party;
- (b) if the Company has reasonable grounds for suspecting that the person who transferred the funds was not a duly authorized person;
- (c) if the transfer violates Cyprus legislation;

15.20. In any of the above cases the Company will send back the received funds to the remitter by the same method as they were received and the Client will suffer the relevant bank account provider charges.

15.21. Client fund transfer requests will be performed from the Company's client portal located on its official website. The Company shall take every effort to notify clients prior to any fund transfer request, of all charges, fees and costs for the said fund transfer. The Company accepts no responsibility for fees applied on any transaction by your financial institution.

15.22. The Client acknowledges that in case where a client's bank account is freezed for any given period and for any given reason the Company assumes no responsibility and client's funds will also be freezed. Furthermore, the client acknowledges that he has read and understood the additional information provided on each payment method available on the Company's client portal.

15.23. The provision of documentation or any other type of Client authentication as may be required from time to time by Anti Money Laundering (AML) regulations, Credit Card companies and the Company is a prerequisite, prior to the execution of a withdrawal order.

15.24. Credit card deposits may be, according to credit card companies' regulations, returned to same credit card when a withdrawal is performed. A withdrawal to a bank account where initial deposits have been performed by credit cards will be executed back to credit card or to bank account at Company's discretion. Withdrawals to bank account may take a longer time period, due

to additional security procedures and documentation from the Client. Please note that we only accept withdrawal requests of at least EUR100 per transaction or total account balance.

15.25. When choosing an account base currency other than USD and EUR, the Client's credit card may be debited sums which due to exchange rates and credit card companies' fees, may slightly vary from the initial sum that has been deposited by the Client in the account base currency. The Client hereby accepts that such variations may occur and the Client hereby affirms that shall not seek to object or charge this back. Note that when using USD and EUR as account base currency these phenomena will be avoided.

15.26. Wire Transfers: When depositing by a Bank Transfer, as required by anti-money-laundering regulations, the Client is required to use only one bank account, which is in his/her country of residence and in his/her name. An authentic SWIFT confirmation or Transfer Confirmation, showing the origin of the funds, must be sent to the Company. Failure to submit such SWIFT/Confirmation may result in the return of the deposited amount; hence preventing the deposit of such pending amounts to the Client's trading account. Any withdrawal of funds, from the Client's trading account to a bank account, can only be refunded to the same bank account that the funds were originally received from.

## **16. REPRESENTATIONS AND WARRANTIES**

16.1. You agree that each of the following representations and warranties are deemed repeated each time you open or close a Transaction by reference to the circumstances prevailing at such time:

- (a) that you have not been coerced or otherwise persuaded to enter into the Client Agreement;
- (b) the Registration Data provided to us during the download and registration for the Trading Platform and at any time thereafter is complete, true, accurate and not misleading in all respects and the certificates provided are authentic;
- (c) that you are of legal age and/or over eighteen (18) years of age (in case the Client is a natural person) or have full capacity (in case the Client is a legal person); therefore the Client can enter into a legally binding Agreement;
- (d) that you are of sound mind, legal age and legal competence;
- (e) that you are duly authorized to execute and deliver the Client Agreement, to open each Transaction and to perform your obligations hereunder and thereunder and have taken all necessary action to authorize such execution, delivery and performance;
- (f) you understand how the Transactions hereunder operate before you place an offer to open a Transaction on the Trading Platform. By doing so, you warrant that you understand the terms and conditions of the Client Agreement, and any legal and financial implications thereof;

- (g) you have read and understood the Risks Disclosure(s) found on the Company's Website;
- (h) you have taken all reasonable steps to understand the specifications and characteristics of the Trading Platform and the associated hardware, software, data processing and telecommunication systems and networks required to access and operate the Trading Platform;
- (i) You are acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received;
- (j) any person representing you in opening or closing a Transaction will have been, and the person entering into the Client Agreement on your behalf is, duly authorized to do so on your behalf;
- (k) you are not an employee of any Underlying Market, a corporation in which any Underlying Market owns a majority of the capital stock, a member of any Underlying Market and/or firm registered on any Underlying Market or any bank, trust or insurance company that trades in Financial Instruments covered under this Agreement between us;
- (l) you will not enter into any Transaction for the purposes of arbitrage, Scalping or to exploit any temporal and/or minor inaccuracy in any rate or price offered on the Trading Platform;
- (m) you have obtained all relevant governmental or other authorizations and consents required by you in connection with the Client Agreement and in connection with opening or closing Transactions and such authorizations and consents are in full force and effect and all of their conditions have been and will be complied with;
- (n) the execution, delivery and performance of the Agreement and your use of the Trading Platform including each Transaction you complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to you, in the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected;
- (o) other than in exceptional circumstances you will not send funds to your Trading Account from any bank account other than as stipulated in the Registration Data. Whether exceptional circumstances exist will be determined by us from time to time;
- (p) the funds deposited with the Company, belong to the Client and are free of any lien, charge, pledge or other impediment;
- (q) the Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;

- (r) you are not a Politically Exposed Person and you do not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve months a prominent public position. If the above statement is untrue and in the event that you have not disclosed this already in the Account Opening Application Form, you will inform the Company as soon as possible or will notify the Company if at any stage during the course of this Agreement you become a Politically Exposed Person;
- (s) from time to time we may offer money bonuses by way of promotion. Details of the terms and conditions associated with such money bonuses can be found on the “limited time promotions” page of the website and may vary from time to time. You warrant you will abide by the restrictions and limitations in force in respect of these bonuses should you qualify for one. A breach of any of these restrictions and limitations will invalidate or render void any bonuses and associated trading gains;
- (t) you confirm that you have regular access to the internet and consent to the Company providing you with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, Policies and information about the nature and risks of investments by posting such information on the Website and/or email.

16.2. Any breach by you of any of the representations and warranties set forth in paragraph 16.1. or anywhere else in the Client Agreement renders any Transaction voidable from the outset or capable of being closed by us at our then prevailing prices, in our absolute discretion.

## **17. COMPANY'S FEES**

17.1. The Company is entitled to receive fees from the Client for its Services provided as described in the Agreement as well as compensation for the expenses it will incur for the obligations it will undertake during the provision of the said Investment Services. The Company reserves the right to modify, from time to time the size, the amounts and the percentage rates of its fees providing the Client with a respective notification of such changes accordingly. Notification is made via the Company's website.

17.2. In case of any value added tax or any other tax obligations that arise in relation to a transaction performed on behalf of the Client or any other action performed under this agreement for the Client, the amount incurred is fully payable by the Client and in this respect the Client must pay the Company immediately when so requested and the Company is fully entitled to debit the account of the Client with the outstanding amount to be settled (excluding taxes payable by the Company in relation to Company's income or profits).

17.3. By accepting the terms and conditions specified in this agreement, the Client has read and understood and accepted the information uploaded and found on the Company's main website and is publicly available for all Clients, in which all related commission, costs and financing fees are



explained. The Company may amend from time to time at its own discretion all such commission, costs and financing fees. All information relating to the aforementioned amendments will be available on the main Website which the Client must review and check for changes during the period that he is dealing with the Company and especially before placing any orders with the Company. The Client is deemed to have seen, reviewed and considered the Company's commission, costs and financing fees and any changes that the Company may make thereto from time to time.

## **18. LIMITED LIABILITY**

18.1. We undertake to supply steady Services on the Website. However, we assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Website or Services. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, hardware, software, failure due to technical problems or traffic congestion on the Internet or on any of the website or Services.

18.2. To the maximum extent permitted by applicable law, under no circumstances shall we be responsible for any loss or damage resulting from use of the website or Services, from any content posted on or through the website or Services, or from the conduct of any users of the website or Services, whether online or offline.

18.3. The provision of services by BDSwiss Holding PLC depends among others on third parties. BDSwiss Holding PLC is not liable for any acts or omissions by third parties or for damages or losses or costs incurred by customers or third parties due to or associated with such acts or omissions.

18.4. BDSwiss Holding PLC is also not liable for damages which are based on a force majeure event or otherwise not through the BDSwiss Holding PLC controllable manner have emerged and have affected the services and trade on the website.

18.5. We may, in our reasonable opinion, determine that a Force Majeure Event exists. A Force Majeure Event will include, but is not limited to, the following:

(a) any act, event or occurrence (including without limitation any strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the Binary Options and/or the underlying assets in respect of which we deal on the Trading Platform;

(b) the suspension or closure of any Underlying Market or the occurrence, abandonment or failure of any Underlying Asset on which we base, or to which we are in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;

(c) the occurrence of an excessive movement in the level of any Transaction and/or Underlying Market or our anticipation (acting reasonably) of the occurrence of such a movement;

(d) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or

(e) the failure of any relevant supplier, Financial Institution, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, Underlying Market, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

18.6. If we determine that a Force Majeure Event exists, we may, in our absolute discretion, without notice and at any time, take one or more of the following steps:

- (a) alter your Margin requirements which may result in you requiring to provide additional Margin;
- (b) close all or any of your open Transactions at such closing prices as we reasonably believe to be appropriate;
- (c) suspend or modify the application of all or part of the Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply thereto; or
- (d) alter the Trading Hours for a particular Transaction.

18.7. You agree that we will not be liable in any way to you or to any other person in the event of a Force Majeure Event, nor for our actions pursuant to Paragraph 18.6, if we decide to take such action. The parties shall be released of all responsibilities for partial or full non-fulfilment, as well as for improper fulfilment of the obligations under this Agreement, if such non-fulfilment or improper fulfilment was a result of a Force Majeure Event, which occurred after the Client Agreements were concluded.

18.8. In no event shall BDSwiss Holding PLC or any of its officers, directors, employees, or agents be liable to you for any damages whatsoever, including without limitation indirect, incidental, special, punitive, or consequential damages, arising out of or in connection with your use of the website or services, including but not limited to the quality, accuracy, or utility of the information provided as part of or through the website or for any investment decisions made on the basis of such information, whether the damages are foreseeable and whether or not BDSwiss Holding PLC has been advised of the possibility of such damages.

18.9. BDSwiss Holding PLC shall at all times process clients transactions in good faith.

18.10. BDSwiss Holding PLC bears no responsibility for any acts or omissions concluded by either a natural or legal person that provides the company with information in relation to the execution of the Clients' transactions in financial instruments, unless such acts or omissions were the result of negligence or fraud on behalf of BDSwiss Holding PLC.

18.11. BDSwiss Holding PLC bears no responsibility for any loss of opportunity that results in a reduction in the values of the Client's transactions in financial instruments, regardless of the cause of such reduction, except to the extent that reduction occurred as a direct consequence of the Company's deliberate actions or omissions.

18.12. BDSwiss Holding PLC bears no responsibility for any loss incurred as a result of the acts or omissions of the institution or its employees, including but not limited to instances false or misleading information provided by the client.

18.13. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction and in no event shall BDSwiss' cumulative liability to you exceed the amount of money you transferred or deposited in your account on the website in relation to the transaction giving rise to such liability.

## **19. DURATION OF THE AGREEMENT AND AMENDMENT THEREOF**

19.1. This Agreement shall take effect upon client acceptance and signature, provided that the Company has sent the Client written confirmation for his acceptance and the Client has either accepted in writing or digitally this Agreement. It shall be valid for an indefinite time period until its termination from either the Company or the Client or both.

19.2. The Agreement may be amended on the following cases:

(a) Unilaterally by the Company if such amendment is necessary following an amendment of the law or if CySEC or any other regulatory authority issues decisions or binding directives which affect the Agreement. In any case, the Company shall notify the Client of the said amendment either in writing or per electronic mail or through its main webpage and the Client's consent shall not be required for any such amendment.

(b) In cases where the amendment of the Agreement is not required by any change in the legal framework, the Company shall notify the Client of the relevant amendment either in writing or through its main webpage. If objections arise, the Client may terminate the Agreement within five (5) days from the notification by sending a registered letter and on the condition that all pending transactions on behalf of the Client shall be completed. Upon expiry of the above deadline without the Client having raised any objection, it shall be considered that the Client consents and/or accepts the content of the amendment.

## **20. TERMINATION**

20.1. The Client has the right to terminate the Agreement by giving the Company at least thirty (30) days written notice, specifying the date of termination in such, on the condition that in the case of such termination, all Clients' Open Positions shall be closed by the date of termination.

20.2. The Company may terminate this Agreement by giving the Client a five business (5) days written notice, specifying the date of termination therein.

20.3. The Company may terminate the Agreement immediately without giving any notice in the following cases:

- (a) Death of a client;
- (b) In case of a decision of bankruptcy or winding up of the Client is taken through a meeting or through the submission of an application for the aforementioned;
- (c) Termination is required by any competent regulatory authority or body;
- (d) The Client violates any provision of the Agreement and in the Company's opinion the Agreement cannot be implemented;
- (e) The Client violates any law or regulation to which he is subject, including but not limited to, laws and regulations relating to exchange control and registration requirements;
- (f) The Client involves the Company directly or indirectly in any type of fraud.
- (g) An Event of Default as defined in Section 21 of this Agreement occurs.

20.4. The termination of the Agreement shall not in any case affect the rights and obligations which have arisen or any existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, the Client shall pay:

- (a) Any outstanding costs or pending fee(s) of the Company and any other amounts payable to the Company;
- (b) Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- (c) Any damages which arose during the arrangement or settlement of pending obligations.

20.5. Once notice of termination of this Agreement is sent and before the termination date:

- (a) the Client has an obligation to close all his/her Open Positions. If he/she fails to do so, upon termination, the Company will close any Open Positions at current prices;
- (b) the Company will be entitled to cease to grant the Client access to the Trading Platform(s) or may limit the functionalities the Client is allowed to use on the Trading Platform(s);
- (c) the Company will be entitled to refuse to accept new Orders from the Client;
- (d) the Company will be entitled to refuse to the Client to withdraw money from the Trading Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

20.6. In case of breach by the Client in accordance with Paragraphs 20.3(e) and 20.3 (f), the Company reserves the right to reverse all previous transactions which place the Company's interests and/or all or any its Clients' interests at risk before terminating the Agreement.

**21. EVENTS OF DEFAULT AND RIGHTS ON DEFAULT**

21.1 Each and any of the following events shall constitute an “Event of Default”, on the occurrence of which, the Company shall be authorised to exercise its rights in accordance to Paragraph 21.2. Below:

- a. The Client fails to make any payment or fails to perform any obligation due to the Company or fails to do any other act as required by this Agreement;
- b. The Client passes away or becomes of unsound mind or is declared absent;
- c. The Client is unable to pay his/her debts when they fall due;
- d. An application is made in respect of the Client for an interim order or if a bankruptcy petition is presented in respect of the Client or, if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed;
- e. The commencement by a third party of procedures seeking the Client’s bankruptcy (in case of natural person) or the Client’s insolvency or other similar voluntary case of liquidation (in case of legal person) under the applicable laws or any other similar proceedings which are analogous to those pre mentioned in relation to the Client;
- f. The Client takes advantage of delays occurred in the prices and places Orders at outdated prices, trades at off-market prices and/or outside operating hours and performs any other action that constitutes improper trading;
- g. A petition is presented for the winding-up or administration of the Client;
- h. An order is made or a resolution is passed for the winding-up or administration of the Client (other than for the purposes of amalgamation or reconstruction with the prior written approval of the Company);
- i. The Client fails to fully comply with any obligations within the text of these Terms or any Contract including failure to meet margin requirements;
- j. Any representation or warranty made or given or deemed made or given by the Client under this Agreement becomes untrue or proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given;
- k. The Company is obliged to do so by operation of law;
- l. Any other situation where the Company reasonably considers it necessary or desirable for its own protection or any action is taken or event occurs which the Company considers that

might have a material adverse effect upon the Client's ability to perform any of its obligations under this Agreement;

- m. The Client involves the Company in any type of fraud or illegality or breach of applicable regulations or is at risk of involving the Company in any type of fraud or illegality or breach of the Applicable Regulations;
- n. The Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities;
- o. The Company reasonably suspects that the Client performed abusive trading;
- p. The Company reasonably suspects that the Client opened the trading account fraudulently.

21.2. If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior written notice, be entitled to take one or more of the following actions:

- (a) terminate this Agreement immediately without prior notice to the Client;
- (b) Cancel any open positions;
- (c) Temporarily or permanently bar access to the Platform and/or the Client's trading account or suspend or prohibit any functions of the platform;
- (d) Reject or decline or refuse to transmit or execute any order of the Client;
- (e) Restrict the Client's trading activity;
- (f) debit the Account(s) for the amounts which are due to the Company;
- (g) close or freeze any or all of the Accounts held with the Company;
- (h) In the case of fraud, reverse the funds back to the real owner or according to the instructions of the law enforcement authorities of the relevant country;
- (i) Cancel profits gained through abusive trading;
- (j) Immediately cancel all trades that were executed by the Client;
- (k) Take legal action against the Client for any losses suffered by the Company;
- (l) Refuse to open new Accounts for the Client;
- (m) Instead of returning to the Client investments equivalent to those credited to the Client's account, to pay to the Client the fair market value of such investments at the time the

Company exercise such right, and/or

- (n) To sell such of the Client's investments as are in the Company's possession or in the possession of any nominee or third party appointed under or pursuant to this Agreement, in each case as the Company may in its absolute discretion select or and upon such terms as the Company may in its absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realise funds sufficient to cover any amount due by the Client hereunder, and/or
- (o) to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at the Company's sole discretion, the Company consider necessary or appropriate to cover, reduce or eliminate its loss or liability under or in respect of any of Client's contracts, positions or commitments, and/or
- (p) to treat any or all Transactions then outstanding as having been repudiated by the Client, in which event the Company's obligations under such Transaction or Transactions shall thereupon be cancelled and terminated.

21.3. Without prejudice to the Company's other rights, the Company may, at any time and without notice, combine or consolidate all or any of the Accounts maintained by the Client with the Company and off-set any amounts owed to or by the Company in such manner as the Company may determine.

## **24. ACKNOWLEDGEMENT OF RISKS**

24.1. It shall be noted that due to market conditions and fluctuations, the value of Financial Instruments may increase or decrease, or may even be reduced to zero. Regardless of the information the Company may provide to the Client, the Client agrees and acknowledges the possibility of these cases occurring.

24.2. The Client is aware and acknowledges that there is a great risk of incurring losses and damages as a result of the investment activity (purchase and/or sale of Financial Instruments) through the Company and the Company's Trading Platform and accepts that he is willing to undertake this risk upon entering into this business relationship. You agree to use the website at your own risk. Without limiting the foregoing, the financial services contained within this website are suitable only for customers who are able to bear the loss of all the money they invest, and who understand the risks and have experience in taking risks involved in the acquisition of financial contracts.

24.3. The Client declares that he/she has read, understood and unreservedly accepted the following:

- (a) Information of the previous performance of a Financial Instrument does not guarantee its current and/or future performance. Historical data are not and should not be considered as reflective of the future returns of any Financial Instrument.

- (b) In cases of Financial Instruments traded in currencies other than the currency of the Client's country of residence, the Client is running the risk of a change in the exchange rate that will decrease the value and price of the Financial Instruments and in effect their performance.
- (c) The Client must be aware that he is running the risk of losing all of his funds invested, and must only purchase Financial Instruments if he is willing to do so, if happened. Further, all expenses and commissions incurred will be payable from the Client.

24.4. The maximum loss that may be incurred by any customer is the amount of money paid by them to the Company including rolling fees for day trade deals. Each financial contract purchased by a customer via this website is an individual Agreement made between that customer and the Company, and is not transferable, negotiable or assignable to or with any third party.

24.5. The Client acknowledges and accepts that there may be other risks which are not contained in Section 24 and that he/she has read and accepted all information under the titles "GENERAL RISK DISCLOSURE STATEMENT" as this information is loaded on the Company's webpage public and available to all Clients.

## **25. CONFIDENTIAL INFORMATION**

25.1. The Company may collect client information directly from the Client (in his completed Account Opening Application Form or from his use of the Website otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.

25.2. The Company does not have any obligation to disclose to the Client any information or take into consideration any information either when making any decision or when it proceeds to any act on behalf of the Client, unless otherwise agreed and stated in this Agreement and where this is imposed by the relevant Laws and Regulations and directives in force.

25.3. Client information which the Company holds is to be treated by the Company as confidential in accordance with Data Protection and the Company will never disclose any private or otherwise confidential information in regards to our clients and former clients to third parties without the express, written consent of our clients, and will not use client information for any purpose other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for administration of the Services, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

25.4. The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

- (a) Where required by law or a court order by a competent Court;



- (b) When it is necessary in order to perform verification analysis on the Client's identity for the purposes of safeguarding the client's account and securing his/her personal information;
- (c) Where requested by CySEC or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- (d) To relevant authorities to investigate or prevent fraud, money laundering, terrorist financing or other illegal activity;
- (e) To such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services;
- (f) To credit reference and fraud prevention agencies, third authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;
- (g) To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- (h) To other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;
- (i) To a Trade Repository or similar under the Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties (CCPs) and trade repositories (TRs) (EMIR);
- (j) Where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Ombudsman or governmental authority;
- (k) At the Client's request or with the Client's consent;
- (l) To an Affiliate of the Company or any other company in the same group of the Company;

25.5 Without limiting the foregoing, the Company, a regulated Cyprus Investment Firm, is required to comply based on the Intergovernmental Agreement between Cyprus and the United States and has taken all reasonable steps to be considered in compliance with the Foreign Account Tax

Compliance Act (FATCA). The Client acknowledges and accepts that the Company, as a Foreign Financial Institution (FFI), is required to disclose information in relation to any US reportable persons to the relevant authorities, as per the reporting requirements of FATCA. The Client may contact the Company for additional information and/or clarifications prior to the signing of this Agreement.

25.6. The Company will handle all of Client's personal information according to the relevant Laws and Regulations for the protection of personal information.

25.7. You consent to us processing all such information for the purposes of performing under this Agreement and for the purpose of administering the relationship between you and us. You agree we may share your personal information with third parties for these purposes and we may also use the information for analysis and improving our product and services in line with our Privacy Policy found on our Website.

25.8. You consent that you have read and accepted the terms of the "PRIVACY POLICY" that the Company has adopted as this policy is mentioned in detail in the Company's main website public and available to all Clients.

## **25. COMPLAINTS PROCEDURE**

The Company is obliged to put in place internal procedures for handling complaints fairly and promptly. The Client may submit a complaint to the Company via email at [complaints@bdswiss.com](mailto:complaints@bdswiss.com) or complete the relevant form on the [Contact us page](#).

The Company will send the client a written acknowledgement of its complaint promptly following receipt, enclosing details of the Company's complaints handling procedures, including when and how the Client may be able to refer its complaint to the CySEC which is the relevant regulatory body. The Client is advised to contact the Company if he would like further details regarding its complaints handling procedures.

## **26. CONFLICT OF INTEREST**

Under Applicable Regulations the Company is required to have arrangements in place to manage conflicts of interest between the Company and its clients and between other clients. The Company will make all reasonable efforts to avoid conflicts of interest and when they cannot be avoided the Company shall ensure that clients are treated fairly and at the highest level of integrity and that their interests are protected at all times.

The client acknowledges and accepts that he has read and accepted the "Conflicts of Interest" document, which was provided to him during the registration process and which is uploaded on the Company's official website.

**27. REGISTRATION INFORMATION AND REQUIREMENTS**

27.1. During the account opening procedure, you, as the Client, will need to provide your name, address, date of birth and other information that will allow us to identify you and categorize you according to the “Client Classification Policy” of the Company. The Company reserves the right to ask for additional identification documents, if deemed necessary.

27.2. When you register with the Company you acknowledge your willingness to share with the Company certain private information which it uses for the purpose of confirming your identity and categorizing you according to the “Client Classification Policy”. This information is collected in line with our stringent verification procedures which are used to deter international money laundering operations and to ensure the security and safety of our customer’s trading activity throughout and is subject to the Company’s “Privacy Policy”.

27.3. BDSwiss Holding PLC will treat with care the information you entrust to it, in accordance with the disclosures it provides during the registration process and in its Privacy Policy.

27.4. BDSwiss Holding PLC is permitted to deny the creation of a user account for any physical or legal entity for any reason whatsoever or without giving any reason at all.

27.5. If a person registers on the website as the representative of a company, BDSwiss may demand suitable proof that proves the power of attorney or power of representation.

27.6. You explicitly and unambiguously agree that the Company may use of all or part of the information you supply concerning your trading account, the transactions you undertake through it and the interactions which you perform with the Company on behalf of the Company. All interactions the customer undertakes with the Company will be stored by the Company for the purposes of record keeping, as required by the Law and may be used by the Company in case of disputes between the customer and the Company or on request by CySEC or any other competent authority.

27.7. In case of providing false information by a customer, BDSwiss reserves the right to retain money from that client until the clarification of the customer’s identity is done. All costs incurred or resulting from lost trades are attributed to the customer.

**28. LEGAL RESTRICTIONS**

28.1. Without limiting the foregoing, you understand that laws regarding financial contracts vary throughout the world, and it is your obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your country of residency with regards to the use of the website.

28.2. For avoidance of doubt, the ability to access our website does not necessarily mean that our Services, and/or your activities through it, are legal under the laws, regulations or directives relevant to your country of residency.

28.3. You hereby declare that the moneys invested in your account with BDSwiss do not originate from drug trafficking, abduction, or any other criminal or illegal activity.

28.4. You act for yourself and not as a representative or a trustee of any third person, unless you have produced, to the satisfaction of the Company, a document and/or powers of attorney that enables you to act as representative and/or trustee of any third person.

28.5. You agree and understand that in the event that the Company has such proofs that are adequate to indicate that certain amounts, as classified above, received by you are proceeds from illegal acts or products of any criminal activity and/or belonging to a third party, the Company reserves the right to refund these amounts to the sender, either this being the Client or a beneficial owner. Furthermore, you also agree and understand that the Company may reverse any transactions performed in your Trading Account and may terminate this agreement. The Company reserves the right to take any legal action against you to cover and indemnify itself upon such an event and may claim any damages caused to the Company by you as a result of such an event.

28.6. You declare that you are over 18 (eighteen) years old, in case of natural person, or that you have full legal capacity, in case of legal person, to enter into this Agreement.

28.7. You understand and accept that all transactions in relation to trade in any of the Financial Instruments, will be performed only through the Trading Platform provided by the Company and the Financial Instruments are not transferable to any other Trading Platform whatsoever.

28.8. You guarantee the authenticity and validity of any document handed over by you to the Company.

## **29. RIGHTS OF BDSWISS WITH REGARD TO THE USER ACCOUNT**

29.1. BDSwiss reserves the right in its sole discretion to refuse, cancel the Services, and/or refuse to distribute profits to anyone for any legitimate reason including, but not limited to:

- (a) any instance when BDSwiss has cause to believe that a person's activities on the website may be illegal;
- (b) any instance where BDSwiss may suffer any fiscal, regulatory, or pecuniary disadvantage by virtue of anyone's activities;
- (c) any instance where one or more transactions on the website are judged by BDSwiss to have been performed in violation of this Agreement;
- (d) Cases in which BDSwiss can legitimately assume that the information provided by the customer, regarding his identity, including e-mail address is not in accordance with the facts.

29.2. The customer explicitly and unambiguously agrees that BDSwiss may restrict the trade, the payments, the services or any other aspects concerning the user account, shall that be necessary due to mandatory statutory requirements. This comprises, among other things court decisions, provisions by tax and enforcement authorities as well as other restrictions caused by other official requirements. The user also understands that BDSwiss may be obliged in compliance with the aforementioned provisions and requirements to pay out or lock monetary amounts of the user account. In such a case the user cannot make any claims for loss or damage against BDSwiss.

29.3. The user can only be sure that a certain order has been carried out if the execution of that order has officially been confirmed by BDSwiss. The user is obliged to check the status of current orders before carrying out further orders. The user alone shall be responsible in case that already requested orders are identical with new orders by the user, even if this leads to a negative balance on his account.

29.4. The user is responsible for checking confirmations of order or account statements received per E-mail, per post or any other form from BD Swiss immediately upon receipt. Provided the customer makes no objection within three (3) banking days, BD Swiss assumes that the account statements are correct.

29.5. BDSwiss Holding PLC offers a special reversal function that allows Clients to cancel a trade in three (3) seconds after its execution. In any event of abuse, in particular concerning this reversal function, BDSwiss reserves itself the right to withhold possible winnings as well as cancel positions. The permitted reversal or cancellation rate is 0,20 times the number of duly executed trade transactions. Every reversal or cancellation rate above may be considered as abuse, and potentially

### **30. DORMANT ACCOUNT PROCEDURE**

- 30.1. Trading accounts in which there have been no transactions (trading / withdrawals / deposits), for a set period of six (6) months, will be considered by the Company as being “dormant” accounts on the first business day after the six month period.
- 30.2. When a trading account is considered “dormant”, on the first day of the following month:
- All active bonuses will be deleted from the account
  - A monthly maintenance fee of 10% of the (current) account balance, but not
  - Less than € 25,00 (twenty-five Euros) and, not
  - More than € 78,90 (seventy-eight Euros and ninety Cents) will be charged
  - Should the available balance on the dormant account be less than € 25,00 (twenty-five Euros) the remaining balance on the account will be charged.
- 30.3. The liquidation of active bonuses (as stated under 30.2.) and the maintenance fee (as stated under 30.2.) will happen on the first business day(s) of the month following the six months inactivity period.
- 30.4. BDSwiss reserves the right to charge the monthly maintenance fee on any other business day in which the customer is considered “dormant” at the beginning of the month and may charge multiple maintenance fee retrospectively at once.
- 30.5. There will be no charge if the account balance is zero.

- 30.6. Dormant accounts with a zero (0) account balance will be closed and will maintain their “closed” status until additional funds will be transferred onto them
- 30.7. The applicable maintenance fee will be converted to the specified base currency in case the base currency of the dormant account is other than EUR (€).
- 30.8. In the event that the client wishes to reactivate his/her Trading Account(s), that is, deposit new funds and/or start trading using her/his previously dormant account, BDSwiss will re-activate the Account in question (subject to proper funding and KYC of the previously “dormant” Trading Account) and discontinue to deduct the monthly maintenance fees. **Refunding any previously charged dormant account maintenance fees on such Trading Account(s) is not possible.**

## **31. DEPOSITS AND WITHDRAWALS**

### **31.1. Deposits:**

31.1.1 The Client may deposit funds into the Trading Account at any time during the course of this Agreement, after the account is verified. BDSwiss Holding PLC enables its customers, in accordance with the deposit conditions displayed on the website, to make deposits onto the respective user accounts through various payment systems like credit cards, bank transfer or any other methods accepted by the Company from time to time. Deposits or Withdrawals in cash are not possible.

31.1.2. The Company will not accept third party or anonymous payments in the Client Account.

31.1.3. All bank transfers are checked and processed manually by our staff. The processing of received bank transfers may take between 1 up to 7 business days.

31.1.4. BDSwiss Holding PLC reserves the right to request the Client at any time to provide any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit from the Client if the Company is not duly satisfied as to the legality of the source of funds.

31.1.5. BDSwiss Holding PLC reserves itself the right, dependent on the chosen payment method to set minimum or maximum amounts for deposits. Possible restrictions are viewable under the “Banking” section on the BD Swiss website.

31.1.6. BDSwiss Holding PLC reserves itself the right, to charge transaction fees, dependent on the chosen payment method. Possible fees are viewable under the “Banking” section on the Company’s website.

31.1.7. BDSwiss Holding PLC reserves itself the right to add further payment options or to limit or stop the acceptance of existing ones.

31.1.8. Chargeback’s, cancellation fees, returned direct debits and similar costs, that may arise from incorrect deposits will be borne by the customer.

### **31.2. Withdrawals:**

31.2.1. The Company shall process withdrawals of Client funds upon the Company receiving a relevant request from the Client, through its Trading Platform, in the method and means accepted by the Company for time to time.

31.2.2. BDSwiss Holding PLC Finance Department checks and processes all withdrawal requests manually. There are no automatic withdrawals.

31.2.3. The minimum withdrawal amount onto the user account is €100.

31.2.4. All deposited amounts must be used for the trading on the BDSwiss platform.

31.2.5. The sum of the deposited amounts must be traded at least once in order to enable a toll-free withdrawal.

31.2.6. If those criteria are not met, BDSwiss Holding PLC reserves itself the right to charge fees to the amount of 5% of the withdrawal amount or at least 25 Euro.

If a withdrawal request has been placed, the user account balance will not automatically (that is to say simultaneously) reflect (that is to say subtracted) the desired withdrawal amount.

31.2.7. BDSwiss Holding PLC processes all withdrawal requests within five (5) business days, as soon as the withdrawal request has been checked and if the following conditions are met:

- (a) The withdrawal request contains all necessary information;
- (b) The withdrawal request is to make a transfer to the originating account (whether that is a bank account, a payment system account etc) from which the funds were originally deposited in the trading account; should the Client requests his/her funds to be transferred to a different account and/or destination from which the funds were received, then the Client has to provide sufficient evidence proving that the Client is the account owner and/or beneficial owner of the account to which the funds will be transferred;
- (c) The withdrawal request (incl. target account, credit card, etc.) is on the name of the BDSwiss Holding PLC account owner; if the withdrawal request was not made by the Client or on the Client's name then BDSwiss will automatically cancel such request;
- (d) The destination of the funds (whether that is a bank account, a payment system account etc) where the transfer is to be made belongs to the Client; should the Client request the funds to be transferred to a third party or anonymous account, BDSwiss will automatically cancel such request;
- (e) The Client's identity is fully verified according to the AML requirements and BDSwiss Holding PLC has all documents for unambiguous identification of the person submitting the request available;
- (f) The desired withdrawal request is higher or equal to the minimum withdrawal amount or tot the total remaining account balance;
- (g) At the moment of the payment, the Client's balance exceeds the amount specified in the withdrawal request including all payment charges;
- (h) There is no Force Majeure event which prohibits the Company from effecting the withdrawal

31.2.8. The money is debited from the user account and it may, dependent on the bank of the user, take 5 to 7 additional business days, until the withdrawal amount is credited to the target account of the user. BDSwiss Holding PLC has no influence on the final length of the chargeback.

31.2.9. The manner in which we remit monies to you will be in our absolute discretion. BDSwiss Holding PLC reserves itself the right to reject a withdrawal request over certain payment methods and may, without giving reason, demand the withdrawal in the form of a bank transfer onto a bank account of the user.

31.2.10. Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake and the Client may have to bear the loss.

31.2.11. We reserve the right to seek reimbursement from you, if we receive a charge-back from any credit card issuer or with respect to any other payment method, for any reason. We may obtain such reimbursement by charging your Trading Account, deducting amounts from future payments owed to you, charging your credit card or obtaining reimbursement from you by any other lawful means. All bank charges howsoever arising will be deducted from your Trading Account.

31.2.12. Claims concerning withdrawals shall be submitted within 30 days after request of withdrawal.

31.2.13. BDSwiss Holding PLC reserves itself the right to set withdrawal limits (per calendar week) or charge fees for withdrawals.

31.2.14. Withdrawal requests in order to be confirmed need a measure from the Client, as e.g. providing of proof of identity or provision of your account information will in the event of non-compliance be automatically cancelled within 10 days.

## **32. AML PROCEDURES**

32.1. No person shall abuse this website for the purpose of money laundering. BDSwiss employs best-practice anti-money laundering (AML) procedures. BDSwiss reserves the right to refuse to do business with, to discontinue to do business with, and to reverse the transactions of, customers who do not accept or conform to the following AML requirements and policies:

32.2. Clients must provide all requested information upon registration.

32.3. Winnings will only be paid to the individual who initially registered to open a live account.

32.4. When a customer maintains an account by means of telegraphic deposits, winnings will only be distributed to the holder of the originating bank account. When making deposits in this manner, it is the responsibility of the live trader to ensure that the trader's account number and registered name of the account owner accompany all transfers to BDSwiss.



32.5. When a customer funds an account by means of credit/debit card deposits, profits will only be distributed to the individual whose name appears on the card used to make the deposit and only be paid back to the same card.

32.6. Only one account is allowed per person.

32.7. No winnings may be collected on accounts opened in false names or on multiple accounts opened by the same person.

32.8. BDSwiss Holding PLC may, from time to time, at its sole discretion, require a customer to provide additional proof of identity such as notarized copy of passport or other means of identity verification as it deems required under the circumstances and may at its sole discretion suspend an account until such proof has been provided to its satisfaction.

### **33. FINANCIAL INFORMATION AND ADVICE**

33.1. The Company will not advise the Client about the merits of a particular Order or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Underlying Assets. The Client alone will decide how to handle his Trading Account and place Orders and take relevant decisions based on his own judgment.

33.2. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

33.3. BDSwiss Holding PLC may, from time to time and at its discretion, make available to you through one or more of its Services a broad range of financial information that is generated internally or obtained from agents, vendors or partners ("Third Party Providers"). This includes, but is not limited to, newsletters, market commentary, financial market data, quotes, news, analyst opinions and research reports, graphs or data ("Financial Information").

33.4. Financial Information provided on this website is not intended as investment advice. BDSwiss Holding PLC does not endorse or approve the Financial Information, and we make it available to you only as a service for your own convenience. BDSwiss Holding PLC and its Third Party Providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of the Financial Information, or warrant any results from your use or reliance on the Financial Information.

33.5. The Client accepts that prior to dispatch, the Company may have acted upon it itself to made use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

33.6. Financial Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither BDSwiss nor the Third Party

Providers are obligated to update any information or opinions contained in any Financial Information, and we may discontinue offering Financial Information at any time without notice.

33.7. It is your duty to verify the reliability of the information on the website and its suitability to your needs. We exclude any liability for any claim, loss or damage of any kind allegedly caused by information presented on the website or referred to by the website.

#### **34. CHARGEBACK POLICY**

34.1 The Company reserves the right to charge a “150 EUR research fee” if a chargeback is placed with your credit card company (either intentionally or unintentionally) for any deposit made to your account. This fee will be used to cover all investigative expenses to prove that the deposit was made by you upon receiving the chargeback from our merchant provider.

34.2 All fraud including credit card fraud will not be accepted by the company and as such will be fully investigated and pursued under the law to its fullest extent. Any losses resulting on our behalf will be fully pursued in a civil lawsuit to claim back any losses incurred covering all business, legal fees, research costs, human resource and loss of income.

34.3 We have systems installed to monitor fraudulent activities and any transactions that are detected are immediately cancelled along with any orders associated with the transaction. We have at our disposal a database of black listed users to prevent any possible fraudulent activity through our trading platform.

34.4 Any chargeback's made to us will be regarded as fraudulent if no attempt is made by the client to help solve any issues related to a deposit. All unnecessary chargeback's result in costs for our company and therefore:

- a) When suspicious activity relating to any deposit is detected by us, the respective deposit will be placed as 'Pending' and fraud detection checks will be performed during this time. Access to your account will also be temporarily prohibited in order to reduce your exposure to risk.
- b) All reviews are generally completed within four (4) to six (6) hours; however, it may take longer for those deposits posing a potentially higher risk as more extensive fraud detection checks will be performed by our compliance department.

As a backup precaution, we may also make direct contact with you. The deposit will be immediately cancelled and the funds will be refunded to the credit card in the case that the deposit is determined to be high-risk or does not comply with our Fraud and Security policies. In addition, it is at our sole discretion to close any (and all) of your accounts with us in such cases. Any active orders will be cancelled immediately if associated with the same fraudulent credit card and/or account.

c) Any chargeback case that is made against our company and is not successful will result in the sum being reimbursed to us along with charges for research and processing totalling 300 EUR (the '150 EUR research fee' as mentioned above and an additional '150 EUR administrative processing fee'). Through this agreement you hereby give permission for any charges to be made to your credit card; if these charges are in anyway disputed, we reserve the right to take any legal action necessary in order to recover any losses associated with these claims.

d) Any charges that are made against us and result as inconclusive will be passed to a third party agency for collection and the appropriate credit bureaus will be informed of your actions, leading to your credit rating being affected for a minimum period of 7 years. Once the case reaches this stage, no settlement of your debt will be accepted, we will only accept full payment. Your local police department will also be informed and all necessary action will be taken as allowed by law.

In addition, we will exercise our right to block your online Trading facility and terminate your account with us. Consequently, any profits or revenues may be seized and we reserve the right to inform any third party. We are continually developing tools to monitor any fraudulent activity and any cases from such activity will be decided on by ourselves and any decision made shall be final and non negotiable.

e) We reserve the right to deduct the disputed amount until any investigation from our side is completed.

34.5 Fraud is taken very seriously by our company, all IP addresses are monitored and logged and any fraudulent chargeback's will be investigated fully under the law.

### **35. REFER A FRIEND**

"Referrer" is the person inviting friends to trade online.

"Referred Friend" is the person being invited to trade with BDSwiss.com

35.1 The Referrer must be an existing BDSwiss.com customer, and has to have made a deposit to his/her account with BDSwiss.

35.2 The Referred Friend must be a new trader at BDSwiss.com and must not already have any other BDSwiss.com accounts under any other name. In order to initiate the "refer a friend" bonus, the Referred Friend must make a deposit of at least 100.00 €//\$ and place a trade on the BDSwiss.com platform.

35.3 BDSwiss.com will pay the referrer a bonus of 100.00 €//\$ for each Referred Friend he/she brings to trade on BDSwiss.com. In addition, your trading friend will also receive a bonus of 50.00 €//\$. The Referrer will receive a 100.00 €//\$ bonus as soon as the Referred Friend opens an account and makes a deposit.

35.4 Bonuses will be issued shortly after the new players qualify, and usually within 5 business days.

35.5 BDSwiss.com reserves the right to change or end this "refer a friend" promotion at any time.

35.6 For the avoidance of doubt, it is hereby clarified that a "refer a friend" Bonus will be granted once per each Friend. BDSwiss' decision is final on all matters relating to the awarding of the "Refer a friend" Bonus and shall not be BDSwiss to review or appeal by you or any third party.

35.7 The provisions of article 12 of these terms and conditions apply to the RF Bonus as well.

### **36. LINKS**

36.1. BDSwiss Holding PLC may provide a link to other websites that are controlled or offered by third parties. Such link to a website or websites is not an endorsement, authorization, sponsorship or affiliation with respect to such website, its owners or its providers.

36.2. BDSwiss Holding PLC cautions you to ensure that you understand the risks involved in using such websites before retrieving, using, relying upon or purchasing anything via the Internet.

36.3. Links to these websites are provided solely for your convenience, and you agree that under no circumstances will you hold BDSwiss liable for any loss or damage caused by use of or reliance on any content, goods or services available on other websites.

### **37. GENERAL PROVISIONS**

37.1. The Client acknowledges that no representations were made to him by or on behalf of the Company which have in any way incited or persuaded him to enter into the Agreement.

37.2. In case any provision of the Agreement is or becomes, at any time, illegal, void or non-enforceable in any respect, in accordance with a law and/or regulation of any jurisdiction, the legality, validity or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

37.3. All Transactions on behalf of the Client shall be subject to the laws which govern the establishment and operation, the regulations, arrangements, directives, circulars and customs (jointly hereinafter called the "Laws and Regulations") of the Cyprus Securities and Exchange Commission (CySEC), the Central Bank of Cyprus and any other authorities which govern the operation of the Investment Firms (as defined in such Laws and Regulations), as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Laws and Regulations in force at the time. Any such measures as may be taken and all the Laws and Regulations in force shall be binding for the Client.

37.4. The Client shall take all reasonably necessary measures (including, without prejudice to the generality of the above, the execution of all necessary documents) so that the Company may duly fulfil its obligations under the Agreement.

### **38. INTELLECTUAL PROPERTY**

38.1. You acknowledge that all content, trademarks, services marks, trade names, logos and icons and in general all Intellectual Property Rights on the BDSwiss Website ([www.bdswiss.com](http://www.bdswiss.com)) are the property of BDSwiss or its affiliates or agents and are protected by copyright laws and international treaties and provisions.

38.2. You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the website. You will not obtain any intellectual property rights in, or any right or license to use such materials or the website, other than as set out in this Agreement.

38.3. You also agree not to copy, record, edit, alter or remove any of the materials on the BDSwiss website. This shall include, without limitation, not removing, editing or otherwise interfering with (or attempting to remove, edit or otherwise interfere with) any name, marks, logos or branding on the BDSwiss website.

38.4. Images displayed on the website are either the property of BDSwiss or used with permission. You agree not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of BDSwiss.

38.5. Unless expressly stated otherwise are the BDSwiss surrendered materials and / or messages, including ideas, know-how, techniques, marketing plans, information, questions, answers, suggestions, e-mails and comments, neither confidential nor will the customer hold the intellectual property in it. The agreement to the Terms and Conditions shall be regarded as authorizing the BDSwiss to use any customer data (excluding the personal identification data of the customer). Such use does not require additional client approvals and / or will not be billed separately.

### **39. APPLICABLE LAW, JURISDICTION**

39.1. This Agreement and all transactional relations between the Client and the Company are governed by the Laws of Cyprus and the competent court for the settlement of any dispute which may arise between them shall be the District Court of the district in which the Company's headquarters are located.

39.2. The Company may use a Third Party in a country outside European Economic Area and where the holding and safekeeping of financial instruments is not regulated. The Company will only do so when the nature of the financial instruments or of the other services provided for the Client requires

them to be deposited with such a Third Party or where the Company considers that this course of action is consistent with the Company's obligations and services to the Client.