



**Important – you should read these terms and conditions carefully before completing registration.**

**WE DO NOT ACCEPT WESTERN UNION OR MONEYGRAM OUR OFFICIAL EMAILS ARE: [support@tradergy.io](mailto:support@tradergy.io)**

1.

The following describes the terms and conditions upon which to Tradergy (“the Company”) offers access to its web site to you the customer (hereinafter “you” or “user” or “customer”) and the use of its services (hereinafter the “Agreement” or “User Agreement” or “Online Services Agreement”). Tradergy is owned and operated by Interactive Solutions Limited, reg. number: 2020/IBC00072 Address: Cnr old and church street 2290 Roseau Commonwealth of Dominica. This Agreement describes the terms, conditions and risks applicable to your use of our services available under the domain and sub-domains of Tradergy. If you have any questions regarding this Agreement please contact Customer Support. You must read, agree with and accept all of the terms and conditions contained in this User Agreement without modifications, which include those terms and conditions expressly set forth below and those incorporated by reference, before you may become a customer of Tradergy. By continuing to access or use the Web site, you agree to follow the Terms and Conditions of this Agreement as they may apply to you.

2.

### **Definitions.**

The following terms used in this Agreement shall have the meaning ascribed next to them unless stated otherwise in this Agreement

1. “System” shall mean an electronic system designed to facilitate trading in Financial Contracts via the Internet using the to The Company platform as defined above subject to all terms of this Agreement and the terms of the Trading Manual (as defined below) which confirms an integral part of the Agreement;
2. “Financial Contract” or “Contract” shall mean a contract to purchase Digital Options or any other financial offering that the Company may offer by the System from time to time to its customers;
3. “Digital Options” shall mean an option which offers a fixed return predetermined at the onset of the Contract;
4. “Contract Price” shall mean the rates offered by the System and based upon “Indicative” rates provided by various financial information systems as the current updated rates for contracts of the applicable nature on the financial markets;
5. “Markets” shall mean the international financial, commodities, and other applicable markets, where contract rates are being fixed upon free trade and other markets where various financial assets are traded;
6. “Business Day” shall mean one calendar day beginning at 00:00 and ending at 23:59 GMT;
7. “Transaction” shall mean purchase/sale of a Financial Contract for a fixed price;

8. "Closing" shall mean a reversed transaction aimed to close an open position (sale of a financial contract previously purchased and vice versa) with a sum or at a quantity identical to the one spent in the initial transaction on the same Business Day;
9. "Collateral" shall mean the initial sum deposited by you with the Company after the deduction of loses, deduction of funds withdrawn by yourself, plus profits derived from the Transactions;
10. "Trading Manual" shall mean the manual detailing the procedures and terms for the performance and execution of Transactions;

This Agreement is effective upon acceptance in registration for newly registering customers, or upon receipt of e-mail notification by other users. The Agreement is otherwise effective for all users as of The Company. If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access our services, and inform us in writing immediately. By using our services, you agree to be bound fully by all our terms and conditions.

The Company may amend or revise this Agreement at any time by posting the amended terms on the Site and, by continuing to trade through the platform, you affirm that you agree to be bound by future revisions. Whenever such changes to the terms & conditions of this web site are made, to The Company will post such changes on the web site.

All amended terms shall be effective two weeks after their initial posting on the web site, or as of the first time that you use our services after such amendments were made, whichever is sooner. If you do not agree to be bound by the changes to the terms and conditions of this Agreement, do not use or access our services, and inform us in writing immediately.

This Online Services Agreement is made by and between to The Company and you. This Agreement applies to both to The Company's web site and the trading platform, as well as to the electronic content and or software currently contained on the web site that supplies the customer with real-time information and any other features, content or services that the company may add in the future. All the payments processing is done by Tradergy.

### 3. **Membership Eligibility.**

Our services are available to and may only be used by individuals who can form legally binding contracts under the law applicable to their country of residence. Without limiting the foregoing, our services are not available to persons under the age of 18 or otherwise under legal age ("Minors"). If you are a Minor, you may not use this service. If you do not qualify, please do not use our web site. For the avoidance of doubt, we shall not be responsible for any unauthorized use by Minors of our Services in any way or manner. Furthermore, our services are available only to, and may only be used by individuals who have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of acquiring financial contracts via this Site and have done so without relying on any information contained in this Site. Without derogating from the above provision, we shall not be responsible for verifying and/or checking whether you possess such sufficient knowledge and/or experience, nor shall we be liable for any damage and/or loss incurred by you as a

result of insufficient knowledge and/or experience. If you do not qualify, please do not use our web site. Without limiting the foregoing, 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. Legal Restrictions 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 web site. For the avoidance of doubt, the ability to access our Web site 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. This web site does not constitute, and may not be used for the purposes of, an offer and/or solicitation to anyone in any jurisdiction in which such offer and/or solicitation is not authorized, and/or to any person to whom it is unlawful to make such an offer and/or solicitation. Access to this web site, and the offering of financial contracts via this site may be restricted in certain jurisdictions, and, accordingly, users accessing this site are required to inform themselves of, and to observe such restrictions. You hereby declare that the moneys invested in your account with the company do not originate from any criminal or illegal activity.

**We do not cooperate with United Arab Emirates residents.**

**4. Limited License.**

The Company grants you a non-exclusive, non-transferable and limited personal license to access and use its web site (the "License"). This License is conditioned on your continued compliance with the terms and conditions of this Agreement. You agree not to "deep-link" to the web site, resell or permit access of the web site to others, and not to copy any materials appearing on the web site for resale or for any other purpose to others without the prior written consent of The Company. For the avoidance of doubt, you shall be responsible and bound by any unauthorized use of the site, made in breach of this section. You agree to use the information received from the information systems of The Company for the sole purpose of executing transactions inside and within the Company. You also agree not to use electronic communication feature of a Service on the Site for any illegal, abusive, intrusive, obscene, threatening or hateful purpose, as well as harassment and vilification in the privacy of others The License granted under this Agreement will terminate if The Company believes that any information provided by you, including your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any term or condition of this Agreement and all rules and guidelines for each service The Company establishes that you have abused in any way (including but not limited to engaging in a transaction out of market rates) the Tradergy trading platform.

1. Upon such violation, you agree to cease accessing services. You agree that The Company, at its sole discretion and with or without notice, may terminate your access to any or all services, close your open transaction and remove and discard any information or content within a Service Communications Unless otherwise indicated for a particular Service, any communications or material of any kind that you e-mail or otherwise transmit through the services, including information, data, questions, comments or suggestions (your "Communications") will be treated as non-proprietary and non-confidential.

By accepting this Agreement you grant a license to The Company to use your communications in any way it sees fit, either on the web site or elsewhere, with no liability or obligation to you.

The Company is free to use any idea, concept, know-how or technique or information contained in your communications for any purpose including, but not limited to, developing and marketing products.

The Company is entitled, but not obligated, to review or retain your communications.

2. The Company may monitor your communications to evaluate the quality of service you receive, your compliance with this Agreement, the security of the Web site, or for other reasons.
3. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner, in which The Company monitors your communications.
4. In no event, The Company will be liable for any costs, damages, expenses or any other liabilities incurred by you, as a result, The Company's monitoring activities.

**5. Our Obligations.**

The Company will supply you with the informational and technical means to use its Services in a twenty-four-hour mode of operation starting Sunday 22:00 GMT to Friday 21:00 GMT except on official holidays in the USA and Europe. The Company shall provide you with access to trading transactions and quotes through the reserve in a twenty-four-hour mode of operation starting Sunday 22:00 GMT to Friday 21:00 GMT, except on official holidays in the USA and Europe, through the operators The Company. The Company will fulfill to the best of its abilities all your trading orders, keep the register of your orders and of their fulfillment, and will provide you with necessary extracts upon your request.

2. The Company shall provide the following online reports: 1. Open Positions: Report presenting the account's open transactions. 2. Account Statement: Report presenting the account's balance and statement at a given point of time. Tax collection: you know, understand and agree that, in general The Company does not collect tax on behalf of any authority in any form or manner.
3. The Company forbid connecting / trading / depositing using two different accounts from the same computer / IP.
4. Without limiting the foregoing, it is your obligation alone to calculate and pay all taxes applicable to you in your country of residence, or otherwise arising as a result of your trading activity from the use of the company's services. Without derogating from your sole and entire responsibility to perform tax payments, you agree that the company may deduct tax, as may be required by the applicable law, but is not obligated to do so, from the results of the activity with The Company.

**6. Registration Information & Requirements.**

When you register for the service, Tradergy will ask you to provide certain identifying information ("Registration"). You agree to provide true, accurate, current and complete information about yourself during the Registration process, and you also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from Tradergy for any purpose.

0. If you are registering as or for a business entity, you hereby declare that you have the authority to bind that entity to this Agreement. The Company will treat with care the information you entrust to the Company, in accordance with the disclosures it provides during the Registration process and in its Privacy Policy.
1. During the Registration process, you will be asked to choose a user name and password that will be used by you every time you access the Web site to use the service. For your protection and that of other Web site users, you should not share your Registration information (including your password and username) with another person or business entity for any purpose including, but not limited to, facilitating access and unauthorized use of the Service.
2. You alone are responsible for all acts or omissions that occur within the Web site through the use of your Registration information. If you believe that someone has used or is using your Registration information, user name or password to access any Service without your authorization, you should notify our Customer Support immediately.
3. Important Information About Customer Identification Procedures for opening a new account To help governments fight the funding of terrorism and money laundering activities, the applicable laws require that all financial institutions shall obtain, verify, and record information identifying each person who opens an account.

What does that mean for you? When you open an account, we ask that you provide your name, address, date of birth and other information that will allow us to identify you.

7. **Privacy Policy.**

The Company does its utmost to ensure the privacy, confidentiality, and security of its customers are preserved both throughout their interaction with the company and afterwards to the fullest extent achievable by the company. When customers register with The Company, they acknowledge their willingness to share with the company certain private information which we use to confirm the customer's identity and ensuring the security of their deposits and trading account. 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.

0. Our customers undertake to supply us with true, updated and accurate information about their identity. Furthermore, they are required to state categorically that they are registering and trading on their own behalf and are not seeking at any time to act any manner which could be considered fraudulent nor are they seeking to impersonate any other individuals for any purposes whatsoever.
1. The Company data collection procedures include the collection of customer's freely disclosed information as shared with the company, in addition to the placement of cookies for the purposes of gathering data about the manner in which customer's interact with the Tradergy website. These tools for gathering customer's information are employed for the purpose of ensuring the customer's own security and all data collected by the company is shared only with individuals within the company who are involved with the verification of

customer account information for the express purpose of ensuring the customer's confidentiality and security.

2. The Company will never disclose any private or otherwise confidential information in regards to our customers and former customers to third parties without the express, written consent of our customers, except in such specific cases in which disclosure is a requirement under law, or is otherwise necessary in order to perform verification analysis on the customer's identity for the purposes of safeguarding their account and securing their personal information.
3. By registering with The Company and through the voluntary interaction they undertake with The Company's products and services the customer confirms and agrees that they consent to the use of all or part of the information they supply concerning their Company trading account, the transactions they undertake through it and the interactions which they 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 and as such may be employed by the company in such cases that disputes arise between customers and The Company.
4. The Company does its utmost to ensure the confidentiality of its customers' personal information including the implementation of data protection procedures designed to ensure customer confidentiality. The Company ensures that its data protection policy is regularly updated in order to ensure that customer's confidential information is continually safeguarded.
5. From time to time The Company may contact customers whether by phone or email for the purpose of offering them further information about The Company or Forex trading or financial market trading. In addition, the company may, on occasion, seek to contact customers, whether by phone or by email, for the purpose of informing them of unique promotional offerings provided by The Company for the customer.

Customers consent to the receipt of such contact when they consent to our terms and conditions of use when registering with The Company. Any person wishing to opt out of further contact with The Company at any time whatsoever is entitled to do so, simply by contacting the company whether by phone or email and requesting that no further contact on behalf of the company be made.

#### **8. Indemnity & Right of Set-Off.**

The customer hereby agrees to indemnify and hold harmless The Company, its directors, officers, employees or agents from and in respect of any loss, damage, liability, cost or expense that it may suffer or incur by reason of the customer failing to discharge its obligations under or acting in breach of any of the terms and conditions herein contained or as a result of any breach of any applicable laws or regulations.

0. In the event that there is any liability of the Customer to The Company its directors, officers, employees or agents under the indemnity provisions of the clause hereinabove, The Company shall have the right to set-off that amount against any balance held to the credit of the account opened by the customer with The Company.
1. Limitation of Liability in no event The Company or its officers, directors or employees be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our web site, our services or this

agreement (however arising, including negligence) except as stated in this agreement. The liability of The Company its officers, directors or employees, to you or any third parties in any proven circumstance is limited to the amount of money you transferred or deposited in your account at The Company in relation to the transaction giving rise to such liability

2. Consecutive deposits made on the Customer's trading account, by his own volition and authorized by him, will be considered as a proof of the good quality of services provided by the Company.

**9. Risk Statement.**

You agree to take full responsibility for any trading taking place on your account and shall be the only person liable for any profits and losses on your trading platform. Without limiting the foregoing, the financial services contained within this site 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. You are responsible for careful consideration whether such Transactions suits you and your purposes while taking into consideration your resources, your personal circumstances and understanding the implications of actions made by yourself. It is highly recommended that you consult with tax experts and legal advisers.

0. Risk Factors Disclosure appendix. THE EXECUTION OF FINANCIAL TRANSACTIONS, SIMILAR IN NATURE TO THE TRANSACTIONS CONTEMPLATED AND DESCRIBED IN THIS AGREEMENT INVOLVE THE USE OF A FINANCIAL LEVERAGE. THE USE OF A HIGH FINANCIAL LEVERAGE COUPLED WITH EXECUTION OF THE TRANSACTIONS DESCRIBED IN THIS AGREEMENT SHOULD BE CONSIDERED AS HIGH RISK FINANCIAL ACTIVITIES. YOU SHOULD CAREFULLY CONSIDER WHETHER THIS KIND OF FINANCIAL ACTIVITY SUITS YOUR NEEDS, YOUR FINANCIAL RESOURCES AND YOUR PERSONAL CIRCUMSTANCES. SINCE THE RISK OF LOSS OF PART OR ALL OF THE INVESTED FUNDS IN A SHORT PERIOD OF TIME IS HIGH, IT IS ADVISABLE TO USE FUNDS WHICH ARE DESIGNATED BY YOU FOR HIGH-RISK SPECULATIVE FINANCIAL TRANSACTIONS. THE CAUTIONS DETAILED IN THIS DISCLOSURE SECTION DO NOT INCLUDE ALL POSSIBLE RISKS ASSOCIATED WITH THE KIND OF TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT. Trading in financial markets in general and purchasing Digital Options, in particular, is speculative and involves extremely high risk and high financial leverage. It is manifestly stated by the Customer that he fully understands that minor differences in market prices may occur in short time periods and may cause high profits or losses in relation to the securities, as high as total loss of all securities, all in short time period and that there is no existing method that can assure profits from Transactions in financial markets. By registering to the Site opening an account and carrying out Transactions, you hereby approve that you are aware of the following:
  - The type of Transactions offered by the System may be considered special risk transactions and carrying them out might involve a high level of risk.
  - You agree and confirm that you have full information and knowledge regarding Forex and the risks involved in options Transactions in general and Digital Options Transactions in particular. Carrying out

Transactions is at your sole discretion and you hereby undertake the risks involved in such Transactions and have the financial capability to finance the aforesaid Transactions.

- You are aware that the contract prices presented by The Company may be REFERRED to as strike price or option price are the prices at which The Company willing to sell its options. These prices do not NECESSARILY reflect live market values.
- In the event of purchasing Digital Options you might expose yourself to considerable loss of the invested money or even to total loss of the securities.
- You read the terms of this Agreement and all terms relating to Financial Contracts as they are defined in this Agreement prior to the execution of any Financial Contract and fully understand the consequences and results of success or failure.
- You know that incorrect investment may cause you considerable loss.
- You know that the lifetime of any Financial Contract offered by the System may be as short as a few minutes.
- The use of the System is solely designated for sophisticated users with the ability to sustain swift losses up to total loss of the invested money and/or the securities. You are responsible for careful consideration whether such Transactions suits you and your purposes while taking into consideration your resources, your personal circumstances and understanding the implications of actions made by yourself. It is highly recommended that you consult with tax experts and legal advisers.

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. Subject to market conditions, Stop Loss Orders shall be executed either at the exact exchange rate selected by the customer, where the amount will be calculated automatically, or at the exact amount of loss selected by the customer, where the exchange rate will be calculated accordingly.

1. A transaction of that nature shall be executed as soon as the distinctive (“Indicative”) exchange rate is found on the financial information systems which, including the Company’s spread, is either identical to the order given by the customer, or indicates an identical amount of loss declared by the customer. The calculation of the price to be paid (or the payout to be received) for financial contracts on this site, at the time the financial contract is purchased or sold, will be based on the Company’s best estimate of market prices and the expected level of interest rates implied volatilities and other market conditions during the life of the financial contract, and is based on a complex arithmetic calculation. The calculation will include a spread in favour of the Company. The financial contract prices (or the payout amounts) offered to customers speculating on market or index prices may differ substantially from prices available in the primary markets where such contracts are traded, due to the spread favouring the Company in the price calculation system referred to above.



The Company does not provide a market amongst or between customers for investments or speculations. Each financial contract purchased by a customer via this site is an individual Agreement made between that customer and the Company, and is not transferable, negotiable or assignable to or with any third party.

**10. Market.**

The Company may 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. This includes, but is not limited to, financial market data, quotes, news, analyst opinions, and research reports, graphs or data. (“Market Information”). Market Information provided on these web pages is not intended as investment advice. The Company does not endorse or approve the market information, and we make it available to you only as a service for your own convenience. The Company does not guarantee the accuracy, timeliness, completeness or correct sequencing of the Market Information, or warrant any results from your use or reliance on the Market Information. Market Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. The Company is not obligated to update any information or opinions contained in any Market Information, and we may discontinue offering Market Information at any time without notice. You agree that The Company will not be liable in any way for the termination, interruption, delay or inaccuracy of any Market Information. You will not “deep-link”, redistribute or facilitate the redistribution of Market Information, nor will you provide access to Market Information to anyone who is not authorized by The Company to receive Market Information.

**11. Use & Access of Site.**

You shall be responsible for providing and maintaining the means by which to access the web site, which may include, but is not limited to, a personal computer, modem and telephone or another access line. You shall be responsible for all access and service fees necessary to connect to the Web site and assume all charges incurred in accessing such systems. You further assume all risks associated with the use and storage of information on your personal computer or on any other computer through which you will gain access to the Web site and the services (hereinafter referred to as “Computer” or “Your Computer”). You represent and warrant that you have implemented and plan to operate and maintain appropriate protection in relation to the security and control of access to your computer, computer viruses or other similarly harmful or inappropriate materials, devices, information or data. You agree that The Company will not be liable in any way to you in the event of failure of or damage or destruction to your computer systems, data or records or any part thereof, or for delays, losses, Errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software. You will not transmit to or in any way, whether directly or indirectly, expose The Company or any of The Company’s online service providers to any computer virus or other similarly harmful or inappropriate material or device.

**12. Acquisition of a financial contract is completed when the financial contract has been customized, the premium (or the margin, as the case may be) has been calculated and payment has been verified. You agree to be fully and personally liable for the due settlement of every transaction entered into under your account with the company**

0. You are responsible for ensuring that you alone control access to your account, and that no Minor or other person is granted access to trading on the web site using your account.

1. In any case, you alone remain fully liable for any and all positions traded on your account, and for any credit card transactions entered into the site for your account.

You agree 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 your failure to perform or settle such a transaction.

You agree 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 our web site 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.

You have a duty to report to the Company any problem, Error or suspected system or other inadequacies that you may experience Company's Rights.

The Company reserves the right to suspend the operation of this site or any part or sections of it. In such an event, The Company may, at its sole discretion (with or without notice), close out the customers' open financial contracts at prices it considers fair and reasonable at such a time and no claims may be entertained against the company in connection thereto.

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

### **13. Force Majeure.**

You agree that The Company will not be liable in any way to you or to any other person in the event of force majeure, or for the act of any Government or legal authority, or for the failure of or damage or destruction to its computer systems, data or records or any part thereof, or for delays, losses, Errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software. The parties shall be released of all responsibilities for partial, full or non-fulfillment, as well as for improper fulfillment of the obligations under this Agreement, if such non-fulfillment or improper fulfillment was a result of extraordinary events, which occurred after this Agreement was concluded and which the party could not either foresee or prevent (natural calamities, wars, armed conflicts etc.).

### **14. Technical Problems.**

You understand that while the Internet and the World Wide Web are generally reliable, technical problems or other conditions may delay or prevent you from accessing the Web site The Company shall not be liable, and you agree not to hold or seek to hold The Company or any of its agents or service providers liable, for any technical problems, system failures, and malfunctions, communication line

failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches, and unauthorized access, and other similar computer problems and defects. The Company does not represent, warrant or guarantee that you will be able to access or use the Web site at times or locations of your choosing, or that The Company will have adequate capacity for the Web site as a whole or in any geographic location. The Company does not represent, warrant or guarantee that the web site will provide uninterrupted and Error-free service. The Company does not make any warranties or guarantees with respect to the web site and its content, including but not limited to, warranties for merchantability or fitness for a particular purpose. Without limiting the foregoing The Company will not be responsible for an impossibility to execute orders and requirements due to failures in the operation of informational systems caused by technical faults, which are beyond its control.

**15. Links.**

The Company may provide a link to other sites that are controlled or offered by others. Such a link to a site or sites is not an endorsement, authorization, sponsorship or affiliation with respect to such site, its owners or its providers. The Company cautions you to ensure that you understand the risks involved in using such sites before retrieving, using, relying upon or purchasing anything via the Internet. Links to these websites are provided solely for your convenience, and you agree that under no circumstances will you hold The Company liable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

**16. Trademarks & Copyrights.**

All content, trademarks, services marks, trade names, logos, and icons are the property of The Company or its affiliates or agents and are protected by copyright laws and international treaties and provisions.

0. 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 web site. You will not obtain any intellectual property rights in or any right or license to use such materials or the web site, other than as set out in this Agreement.
1. You acknowledge that the Software contains proprietary trade secrets of the Company and you hereby agree to maintain the confidentiality of the Software using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information. You agree to reasonably communicate the terms and conditions of this Agreement to those persons employed by you who come into contact with the Software, and to use best efforts to ensure their compliance with such terms and conditions.

Images displayed on the web site are either the property of The Company 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 The Company.

Nothing contained on the web site shall be construed as granting, by implication, estoppels, or otherwise, any license or right to use any trademark without the written permission of The Company and/or such third party that may own the trademarks. Your use of the trademarks or any other content of the web site, except as provided herein, is strictly prohibited.

**17. Disclosures.**

It is important that you be fully aware of the following points: A Day-Trading position may be extended to the following day, as presented to you on the site. Such extension is subject to a Renewal Fee (Rolling Fee) at the rate and time as specified on the site. The Company via the Tradergy trading platform shall collect such Renewal Fee from the free balance in your account held with Tradergy. In the event there are not sufficient funds in your free balance to cover such fee(s), you hereby agree that Tradergy may charge, at its sole discretion, such fee(s) from your credit card(s). Please note that the minimum charge from a credit card is EURO 3.00. Accordingly, any surplus balance, after paying the Renewal Fee(s) will be credited to your balance. If Tradergy is unable to collect such fee(s), Tradergy reserves the right to close part, or all, of your open positions. You shall be liable for promptly paying all Renewal Fees fee(s), even if all margins previously deposited by you have been lost. The result of the above is that even a slight fluctuation of the market could mean substantial gains when these fluctuations are in your favour, but that could also mean considerable losses if the fluctuations are to your detriment. No system exists that could assure you that transactions on the foreign currency market should bring you great benefits, nor is it possible to guarantee, that your transactions will yield favourable results. The amount you could lose in a transaction carrying limited risk will never be more appreciable than that which you can lose in transactions having no pre-determined limit on loss. Nevertheless, even though the extent of the losses could be subjected to an agreed-upon limit, the risk of incurring losses could be higher, and that loss could occur in a relatively short period of time. It is possible that some unfavourable situations on the market could occur, in a relatively short period of time, resulting in the total loss of your investment. Since deposit of an additional guarantee is not obligatory in this case, Tradergy reserves the right to close the outstanding balances without the customer's consent. The risk information presented here does not reflect all of the risks as well as other important aspects intrinsic to the stock market. Therefore, before starting to trade, you should learn the specifics of trading on stock markets in detail. You should conclude an Agreement for opening and/or closing transactions on the market only if you are absolutely sure of the size of its possible risk and consequences and if you understand in detail the scope and range of your rights and obligations. Products offered on this site: the products offered on this site are solely "Day Trading" and "Limit orders". For additional information regarding these products please refer to our Guided Tour and / or our Glossary.

**18. Phone Call Recording.**

Tradergy records, at its sole discretion, telephone calls made from and to its offices. You hereby agree that telephone calls made, either by you contacting Tradergy, or when being contacted by Tradergy, may be recorded by the company.

**19. Deposits & Withdrawals.**

The Company shall open one or more a Client Account(s) for the Client to allow him to place Orders in particular Financial Instruments. It is agreed and understood that the types of the different Client Accounts offered by the Company and the characteristics of such Client Accounts are found on the Website and are subject to change at the Company's discretion and according to paragraph 25 hereunder. The Client Account shall be activated upon the Client depositing the minimum initial deposit, as determined and mended by the Company in its discretion from time to time. The minimum initial deposit may vary according to the type of Client Account offered to the Client. The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be made via the methods and in the currencies

accepted by the Company from time to time. The detailed information about deposit options is shown on the Website. The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds.

If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount actually received by the Company within one Business Day following the amount is cleared in the bank account of the Company.

If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.

The Company shall make withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time.

Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall pay the said amount within two (2) Business Days (maximum of seven (7) days), if the following requirements are met:

- (a) the withdrawal instruction includes all required information;
- (b) the instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc) from which the money was originally deposited in the Client Account or at the Client's request to a bank account belonging to the Client;
- (c) the account where the transfer is to be made belongs to the Client;
- (d) at the moment of payment, the Client's Balance exceeds the amount specified in the withdrawal instruction including all payment charges;
- (e) at the moment of payment, there are no open positions in the Client's trading account;
- (f) there is no Force Majeure event which prohibiting the Company from effecting the withdrawal.

It is agreed and understood that the Company will not accept third party or anonymous payments in the Client Account and will not to make withdrawals to any other third party or anonymous account.

The Company reserves the right to reasonably decline a withdrawal request of the Client asking for a specific transfer method.

All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Client Account for these charges.

The Client may send the request for internal transfer of funds to another Client Account held by him with the Company. Such internal transfers shall be subject to the Company's policy from time to time.

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 suffer the loss.

#### 20. **Credit Card Deposits Variance.**

When choosing an account base currency other than EUR, your 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 you in the account base currency. You hereby accept that such variations may occur and you hereby affirm that you shall not seek to object to the above mentioned fees. Clearing and billing services are done by RT Global Limited, reg. number: 24995 BC Address: S. 305 Griffith Corporate Centre Beachmont, Kingstown, St. Vincent and the Grenadines

#### 21. **Wire Transfers.**

When depositing by a Bank Transfer, as required by anti-money-laundering regulations, you are required to use only one bank account, which is in your country of residence and in your name. An authentic SWIFT confirmation or Transfer Confirmation, showing the origin of the funds, must be sent to Tradergy. Failure to submit such SWIFT/Confirmation may result in the return of the deposited amount, hence preventing the deposit of such pending amounts to your Tradergy account. Any withdrawal of funds, from

Tradergy account to a bank account can only be refunded to the same bank account that the funds were originally received from. At Tradergy, you can make any wire transfer over the amount of 250 EUR, USD or GBP. Commission expense related to the wire transfer can vary due to the amount and bank policies and is paid by the customer. Please note that the wire transfer must be in accordance to the details which are posted on the banking page under Wire Transfer. Please email a copy of the wire transfer to [support@tradergy.io](mailto:support@tradergy.io). It can take up to 5 business days for the funds to appear in your Tradergy account. For your information, there is a window of two businesses that are designated as a period of examination in Tradergy from the day that the payment request was received. After that examination period, the remittance to the customer will be completed within 5-7 business days. **Upon any uncertainty, question, or comment, please don't hesitate to contact us. We are here to help!**

#### 22. **Special Offers, Benefits & Bonuses.**

Any bonus or similar benefits provided by the Company from time to time shall be governed by their terms and conditions. The bonus will be credited to a client's trading account once the client is accepted by the company and fully accomplished the compliance procedure. The company offers up to 100% bonus on the client's deposits amount. The Bonus shall become a part of the equity for securing Trading results and for increasing buying power, but shall not be available for withdrawal. Withdrawal funds from account with a bonus:

The Client can withdrawal his initial deposit at any time when the withdrawal requirements are met (17.9).

The Client needs to trade quarter (1/4) of the credit in trading lots prior to sending a withdrawal request for the profits.

Only trades which were open for 24 hours or more will be counted in the required trading lots to cover the bonus.

If the Client has asked to withdraw funds from his Trading Account before the Required Volume has been achieved (quarter of the credit in lots), then the Credit and any profits shall forfeited if only initial deposit is withdrawn from the account's Balance (the Client shall be entitled to withdraw his initial deposit funds as present in the Trading Account, i.e. minus trading losses, commission(s) and any other loss or expense).

**Examples:**

- If the Client initial deposit was \$2,000 and the Bonus size was 100% the Company shall credit the Trading Account with 2,000\$ as 'Credit' and the Required Volume shall be 500 Lots (=2000/4). If the Client wishes to withdraw funds from the Trading Account before 500 Lots were performed, then the Bonus and any trading profits shall be forfeited.
- If the Client initial deposit was \$10,000 and the Bonus size was 25% the Company shall credit the Trading Account with \$2,500 as 'Credit' and the Required Volume shall be 625 Lots (=2500/4). If the Client wishes to withdraw funds from the Trading Account before 625 Lots were performed, then the Bonus and any trading profits shall be forfeited.

In cases where a Client has several accounts the bonuses on these accounts will be considered as one and a forfeiture of a bonus on one of the accounts implied by a withdrawal will induce a forfeiture of the bonuses on all the other accounts as well.

All bonuses or special promotions that the Company offer or will offer in the future are subject to specific promotional terms and conditions.

The Clients of the Company will benefit from a "Friend Referral" bonus when they refer a friend, subject to the same above-mentioned withdrawal conditions.

The Bonus and any profits which happened after the bonus was given can be forfeited in case the Company suspects any act of fraud or breach of the Company's Terms and Conditions.

Taking part in Bonus Offer constitutes acceptance of the Terms and Conditions upon registration. The Company reserves the right to adjust, amend or terminate this Offer, or any aspect of it, at any time.

Bonus which is given by the Company's affiliate and or his representatives may have other Terms and Conditions which the Client must check with the affiliate and or his representatives.

Any dispute or situation not covered by this Bonus Terms and Conditions will be resolved by the Company's management in the manner that seems to be the fairest to all concerned. That decision shall be final and/or binding all parties.

If this Bonus Terms and Conditions were to be translated into a language other than English, then the English version of the Policy shall prevail where there is an inconsistency.

The bonus is structured to help Clients in loss by increasing traders buying power and aid in margin.

The Company has the right to remove any bonus and any profits made using this particular bonus upon suspicion of abuse of credit.

The Company has the right to deny a bonus to Client without further explanation.

Abuse of bonus is considered when suspected group trading and or same/similar trading strategy is used to execute orders.

The Client is not allowed to trade just on the bonus. The bonus will stay in the Client's account only in Case there are still Client's funds in the account.

**23. Dormant Accounts Procedure.**

It is the sole responsibility of the client to keep their account active. An inactivity fee of 50 units of the client's account currency shall be assessed on all accounts which have had zero active trades in two months (approximately 60 days).

**24. Termination.**

The Company may exercise full discretion in modifying or discontinuing any part or whole of this Agreement at any time without cause or prior notice. These Additional Terms apply in addition to the general terms and conditions set out above. If there is a conflict between these Additional Terms and the general terms and conditions set out above, the provisions of these Additional Terms shall prevail.

**25. Complaints.**

The Customer will submit all complaints to [support@tradergy.io](mailto:support@tradergy.io) and allow up to a week for a full investigation. During this period the Company is obliged to review all transactions, phone records, and relevant documentation and the Customer should be available and provide any additional information or documentation that the Company may request from him. Hereby the Customer agrees to handle all and any complaints directly with the Company without involving any Third parties.

**26. Refund Policy.**

In certain exceptional circumstances, The Company may refund payments made by credit card. In this case, the funds will be refunded to the card that was used for the deposit.

0. The Customer has the right to close his/her account at any time he/she wishes to. The Company will approve the account closure if: a. there are not active investments placed. b. There are no investigations underway associated with any of the terms of the current Terms of Services.
1. If there are no charges applied to the account, the Company has to close the account by the Customer's demand.



2. If the account of the Customer has been suspended due to the violation of the current Online Services Agreement or due to any other abuse detected by the Customer, the refund is not provided under any circumstances.
3. The Company does not have to provide any type of the refund in case the loss was caused due to any reason either foreseen or unforeseen.
4. A refund request can be made in cases in which the account had been deposited into, but no orders were executed by the customer. In this case, the same method of payment used for the deposit will be used for the refund. The refund will be for the full amount unless other arrangements have been made.
5. Processing of refund requests can take up to 2 business days provided that the customer account is fully verified, the customer has submitted a withdrawal request (via the Tradergy cashier), the funds are still available in the customer's balance and the customer doesn't have any active bonus agreements that prevent him from withdrawing funds (see Chapter 68 of the Online Services Agreement)
6. All other requests will be treated as WITHDRAWALS and will be processed using those methods and procedures.

If you have any questions about this Policy do not hesitate to contact us by E-mail: [support@tradergy.io](mailto:support@tradergy.io)

This Agreement has been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of this Agreement and the English language version, the meaning of the English language version shall prevail.

In compliance with anti-money laundering regulations, Tradergy is allowed to transfer funds only to an account bearing your name. Tradergy may require additional information or documentation prior to releasing funds to your account. Docs need to be sent to [support@tradergy.io](mailto:support@tradergy.io)

#### **27. Account Verification.**

Tradergy requires identification documentation from customers after the initial deposit for the purpose of account verification. This documentation is used for account verification purposes only and is maintained by Tradergy as encrypted data in a secured environment. Account Verification is required at two levels:

- Customer verification documents required: Passport or national identification card together with a current valid utility bill.
- Credit Card verification documents required: Copy of both sides of credit card displaying the last four digits of the card and the expiry date. Additionally, Customers are required to confirm every credit card transaction by signing the Tradergy credit card deposit declaration (received by email, immediately after a new transaction was performed)
- Wire transfer verification documents required: signed Transaction Purpose Declaration and Proof of purchase.
- Customers not providing documents requested may be prevented from depositing further and/or trading and the accounts will be frozen until the account verification process has been completed.

- The Customer is obliged to use only payment methods that belong to him and are under his name. The Company reserves the right to reverse any such deposits back to the original payment method used by the client.

**28. General AML statement/ disclosure.**

Tradergy implements an AML program that includes the following AML principles in all the jurisdictions in which the merchant operates:

- Written policies and procedures.
- The appointment of a designated Money Laundering Reporting Officer
- Establishing the identification of all relevant customers.
- Reporting to the relevant authority where there are reasonable grounds to suspect that a money laundering or terrorist financing offense has been, or is being, committed and co-operate with the authority.
- Retention of relevant records.
- Regular staff training.
- Conducting business with ‘shell’ banks precluded (as defined within the FATF 40 recommendations).
- Independent compliance/audit departments to review AML programs as well as external reviews by the regulators/external auditors.

29. This Agreement shall be construed and enforced in accordance with and shall be governed by the law of Estonia, notwithstanding any conflicts of laws principles. Each of the Parties hereby irrevocably (i) consents to any suit, legal action or proceeding with respect to this Agreement being brought exclusively in the competent courts in Estonia (the “Courts”) and waives to the fullest extent permitted by law any objection which it may have now or hereafter to the venue of any such suit, action or proceeding in any such Courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum, (ii) acknowledges the competence of such Courts, (iii) explicitly submits to the exclusive jurisdiction of such Courts in any such suit, action or proceeding, and (iv) agrees that final judgment in any such suit, action or proceeding brought in such Courts shall be conclusive and binding upon it and may be enforced in all courts.