



**WE TAKE PRIDE  
IN OUR ACHIEVEMENTS**

## **Terms and Conditions**

This Client Agreement is entered into by AAFX TRADING COMPANY LIMITED Incorporated (hereinafter referred to as "Company") and the Client who submitted a registration form at [www.aafxtrading.com](http://www.aafxtrading.com) (hereinafter referred to as "Client").

The Company is incorporated in Saint-Vincent and the Grenadines. Any legal claims will be a subject of the court hearings. Company's legal address is Suite 305, Griffith Corporate Centre P.O. Box 1510. Beachmont, Kingston, St. Vincent and the Grenadines.

The Agreement sets forth the relationship between the Client and the Company including but not limited to: orders' execution, Client policies, payments and/or payouts, claims resolution, fraud prevention, communication and other aspects.

Any possible arguments between the Client and the Company will be settled in compliance with the Agreement unless stated otherwise.

By entering into the Agreement the Client guarantees that he/she is a person of a legal age. In case the Client is a legal entity, it guarantees the entity is capable and no other parties are eligible to perform any actions, claims, demands, requests, etc in respect to the Client's trading account.

All the operations on and with the Client's trading account are performed in full compliance with this Agreement unless stated otherwise

The Client has no right to bypass fully or partially his/her obligations by the Agreement on the basis that it is a distance contract.

## **Definitions of terms**

The following terms shall have the following meanings:

“Account” shall mean the trading account opened by the Client with the Company.

“Agreement” between the Client and the Company, shall mean the Business Terms and any additional documents expressed to be part of the Business Terms accepted by the Client.

“Authorized Person” shall mean a person authorized by the Client to give instructions on the Client’s account to the Company.

“Base Currency” shall mean the main currency of the Client’s Account.

“CFD” shall mean a Financial Contract for Difference on spot Forex, stocks, equity indexes, precious metals or any other commodities available for trading.

“Client” shall mean any natural or legal person to whom the Company provides investment and/or ancillary services.

“Contract” shall mean a trade, purchase or sale of currencies or Financial Instruments in the market.

“Equity” shall mean the value of Financial Instruments in the trading account plus the unrealized profits or minus the unrealized losses.

“Financial Instrument” shall mean Foreign Exchange and the Contract for Difference.

“FX” or “Forex” shall mean Foreign Exchange, sale and purchase of currencies against each other.

“Introducing Broker” shall mean any financial institution or advisor or legal or natural person obtaining remuneration from the Company and/or Clients for introducing Clients to the Company and/or transmitting Client’s orders to the Company for execution.

“Margin” shall mean the necessary guarantee funds requested to open a position.

“Margin call” shall mean the forced closing, at current prices, by the Company of Client’s open positions when equity falls below the minimum required margin.

“Margin level” shall mean the amount of Equity as percentage to the current market value of the securities held as margin.

“Power of Attorney” shall mean the power to authorize a third party to act on behalf of the Client in all the business relationships with the Company.

“Spread” shall mean the difference between the bid and the ask price of a Financial Instrument at the same moment.

“Trading Platform” shall mean any information software and hardware complex used by the Company for the purpose of providing services to the Client in accordance with this agreement.

“Trading Terminal” shall mean the Client part of the Trading Platform, enabling the Client to communicate with the Company and or Transmit orders to the Company.

“Transaction” shall mean any type of transaction performed in the Client’s account including but not limited to purchase and sale transactions involving Financial Instruments, deposits, withdrawal.

## **Provision of services**

The Investment Services to be provided by the Company to the Client are:

1 Execution of Orders on Behalf of Clients.

The Ancillary Services to be provided by the Company to the Client are:

1 Safekeeping and administration of financial instruments, including custodianship and related services

2 Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction

3 Foreign exchange services where these are connected to the provision of investment services.

In relation to:

1 Transferable securities

2 Money-market instruments

3 Units in collective investment undertakings

4 Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash.

5 Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event)

6 Options, futures, swaps, forward rate agreements and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market and/or an MTF

7 Options, futures, swaps, forward rate agreements and any other derivative contract relating to commodities that can be physically settled not otherwise mentioned in paragraph 6 of Part III and not being for commercial purposes, which have the characteristics of other derivative

financial instruments, having regard to whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to regular margin calls.

8 Derivative instruments for the transfer of credit risk

9 Financial Contracts for Differences.

10 Options, futures, swaps, forward rate agreements and any other derivative contract relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market or an MTF, are cleared and settled through recognised clearing houses or are subject to regular margin calls

The Company lists on its website the Transactions that the Client can conclude with the Company and the Financial Instruments that the Client can buy or sell. The Company reserves the right to amend the Transactions and the Financial Instruments concerned without prior notice.

Please note:

The Services provided by the Company do not include the provision of Investment Advice.

Any discussions that might be carried on between the Client and the Company's employees or any information provided by the Company will not give rise to any advisory relationship, nor do they constitute Company recommendations.

Any investment information or materials displayed on the website of the Company does not constitute investment advice and has no regard to specific investment objectives, financial situations or particular needs of the Client. The Client acknowledges that this information is provided to assist him in his investment decision and the Company does not bear any responsibility for the Transactions carried out by the Client.

The Client is solely responsible for any investment strategy, Transaction or investment.

## **Automatic Leverage Reduction**

Foreign Exchange and CFDs are margin products and the transactions related to them will be done on margin. The Client declares that they have read, understood and accepted the Risk Disclosure document available on the website of the Company. The following Leverage limitations are enabled on the Company's servers:

1:2000 Leverage Limitations:

If the Account Equity is greater than 20000 units of currency (example USD20,000,etc.), the leverage of the Account will automatically reduce to 1:1000.

1:500 Leverage Limitations:

If the Account Equity is greater than or equal to 50000 units of currency (example USD 50,000, SGD25,000, etc.), the leverage of the Account will automatically reduce to 1:500.

The Client thus accepts, acknowledges and understands that the automatic reduction of leverage in the Account could result in the Account Equity falling below the updated margin requirements, which could result in a Margin Call. Client is therefore strongly advised to maintain appropriate amount of margin in their Account(s) at all times in the event of an automatic reduction of Account leverage.

The Company may also add to or change its Leverage Limitations at any time without prior notice.

## **Margin trading**

Foreign Exchange and CFDs are margin products and the transactions related to them will be done on margin. This means that the Client must supply a specified initial margin (deposit), on agreement, of the overall contract value. The Client declares that he has read, understood and accepted the Risk Disclosure document available on the website of the Company.

If the Account Equity falls below the margin requirement, the trading platform will trigger an order to close all open positions. When positions have been over-leveraged or trading losses are incurred to the point that insufficient equity exists to maintain current open positions, a margin call will result, and open positions must be liquidated.

The margin call process is entirely electronic and there is no discretion on the Company's part as to the order in which trades are closed.

It is strongly advised that Clients maintain the appropriate amount of margin in their Accounts at all times. Margin requirements may be changed based on account size, simultaneous open positions, trading style, market conditions, and at the discretion of the Company.

The Client thus accepts, acknowledges and understands that:

1 The Company does not check whether the Transactions of this nature are appropriate to his financial situation;

2 The Company sets freely the amount of margins, the assets that may be used as collateral and the extent of any collateral such assets may provide;

3 All the Client's assets are therefore blocked and pledged in this connection;

4 The Company may also change its rates of initial margin and/or notional trading requirements at any time without prior notice, which may result in a change to the margin the Client is required to maintain;

5 In the event of the negative balance. The company will protect 100% negative balance of the client.

6 The Client may be required to provide a margin at very short notice to avoid the risk of having his positions closed and realizing a total loss;

7 If the Client fails to comply with a request for additional funds within the time prescribed, the position(s) may be liquidated at a loss and the Client will be liable for any resulting deficit;

8 In certain cases, price changes may be so drastic that the Client's positions may be closed without any period allowed for him to restore his margin; The Company provides the Client with online access to enable the Client to monitor his margin requirement at all times;

9 The margin calls are made by the Company directly through the online trading platform only and the Client has the possibility to see on his account the existing assets and margins.

## **Risk acknowledgement**

The Client accepts, acknowledges and understands that the Transactions are:

1 highly speculative;

2 carry a high level of financial risk, as they are subject to excessive price fluctuations which may cause substantial losses;

3 only suitable for persons who are able to cope with the associated risks by bearing the financial losses.

Furthermore the Client accepts, acknowledges and understands that:

1 the Company does not guarantee the capital of the Client portfolio or its value at any time or any money invested in any Financial Instrument;

2 the value of any investment in Financial Instruments may fluctuate and the investment may become of no value;

3 the value of any investment in Financial Instruments may fluctuate and this may result in considerable losses, substantially exceeding the amount of Client's investment and margin

deposit and declares that he is willing and able to undertake this risk.

## **Client's Account**

The Client shall open an account with the Company to conclude purchase and sale involving Financial Instruments offered by the Company.

The Client does not intend to use this Account for payment transactions to third parties.

In order to open an account, the Client will need to fill out our online application form. At the end of this form, the following documents must be uploaded:

1 Identification document (Passport or ID card): Photograph, signature, personal details, issue and expiry dates, place and date of issue, and serial number **MUST BE CLEARLY VISIBLE**; and

2 Proof of address (utility bill, current local authority tax bill): dated within the last 6 months.

If the Client is unable to upload these documents, the documents can be send via email following the submission of the online application form.

In the event that the Client cannot send the necessary documents by email, the Company will accept them by fax or post, however, email still remains the preferred method.

If the Client has opened more than one Account, the Company shall be authorized to consider and treat these different Accounts as a single unit. Among other rights that the Company has in the way of handing these accounts, is the transferring of funds between accounts to cover possible negative balances, of any of these accounts, without this affecting in any way the right of the Company to terminate the account or close all Client's open positions.

Any funds received in a currency for which the Client does not hold a sub-account shall be converted by the Company into the Client's base currency. The conversion will be made at the exchange rate applied on the day and at the time when the relevant funds are at the disposal of the back-office department of the Company. Upon request, the Client may open a sub-account.

## **Obligations of the Client**

The Client confirms that is familiar with the way financial markets work and with the Transactions he wishes to undertake. Any decision to buy or sell should be taken by the Client alone and should be based on his own assessment of his financial situation and his investment objectives.

The Client is responsible to familiarize himself with the trading platform, its features and the orders that are capable of being carried out.

The Client will himself monitor his position on his Account.

## **Interest**

The funds credited to the Client's Account with the Company shall not bear interest.

By accepting this agreement the client give his express consent and waives any of his rights to receive any interest earned on his funds held on the bank accounts of the Company.

## **Fees, costs and charges**

The Client undertakes to pay the Company the commissions and fees stated on the website of the Company under Trading Conditions. The commissions and the fees might be different for the Client introduced by an Introducing Broker.

The Company is entitled to debit the Client's account with any value added tax, or any other tax, contribution or charge which may be payable as a result of any Transaction which concerns the Client. These charges include, but are not limited to, the following: settlement and exchange fees, regulatory levies or legal fees.

The Company is not responsible for paying Client's tax obligations in relation to possible income tax or similar taxes imposed on him by his jurisdiction on profits and/or for trading in Financial Instruments.

The Company is also entitled to debit the Client's account for extraordinary expenses resulting from the Agreement between the Client and the Company. Examples of extraordinary expenses are transaction confirmations, account statements in hardcopy in situations where this information is provided electronically, courier and postal charges, dispatch of reminders in the case of non- execution by the Client, charges in relation to requests from the authorities. This list is not exhaustive. These charges might be in the form of fixed amounts or in the form of hourly rates or a combination of both.

Fees are also applicable for the withdrawals and the online card payment as stipulated on the respective pages of the Company website.

The Company may change its commissions, costs, spreads and financing fees from time to time without providing prior notice to the Client.

## **Introduction of Clients from Introducing Broker**

The Client may have been recommended by an Introducing Broker as defined in the 'Definitions of terms' section of this Agreement.



The Company shall not be liable for any type of agreement that may exist between the Client and the Introducing Broker or for any additional costs that might result as a result of this agreement.

Based on a written agreement with the Company, the Company may pay a fee or a retrocession to the Introducing Broker as defined in Section 'Inducements (payments to/from third parties)' of this Agreement. The Client acknowledges the fact that the Introducing Broker is not a representative of the Company nor is it authorized to provide any guarantees or any promises with respect to the Company or its services.

## **Inducements (payments to/from third parties)**

The Company, further to the fees and charges paid or provided to or by the Client or other person on behalf of the Client, as stated within this Agreement, may pay and/or receive fees/commission to/from third-parties, provided that these benefits are designed to enhance the quality of the offered service to the Client and not impair compliance with the Company's duty to act in the best interests of the Client.

The Company may pay fee/commission to Introducing Brokers, referring agents, or other third parties based on a written agreement. This fee/commission is related to the frequency/volume of transactions performed by the referred Client through the Company. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration paid by the Company to Introducing Brokers, referring agents, or other third parties.

The Company may also receive fees/commission as well as other remuneration from third parties based on a written agreement. The Company receives fees/commission from the counterparty through which it executes transactions. This fee/commission is related to the frequency/volume of transactions executed through the counterparty. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration received by the Company from third parties.

## **Conflicts of interest**

The Conflicts of Interest Policy, available on the website of the Company, aims to ensure that the Company's Clients are treated fairly and at the highest level of integrity and that their interests are protected at all times.

The Company takes adequate steps to properly identify conflicts of interest.

## **Communication between the Client and the Company - Client's orders**

All notices and communications supplied by the Company in conformity with this Agreement, including account statements and transaction confirmations, may, at the Company's discretion, be sent to the Client by e-mail or made available in the Client's Account on the trading platform. All notices/information provided by the Company or received from the Clients should be in English.

Such notices or communications shall be deemed to have been received by the Client and transmitted in the proper manner once the Company has placed them on the Platform or sent them by e-mail. The Company shall not be liable for any delay, modification, re-routing or any other modification that the message might undergo after being sent by the Company.

The Company shall accept the following communication methods used by the Client to contact and transmit instructions to the Company:

- 1 orders placed in writing and duly signed;
- 2 orders by telephone;
- 3 orders by live 'chat' (through the platform).

The Client will have the right to change the communication method he uses with the Company at any time and the Company shall not make any checks in relation to this, and accepts these two communication methods.

The Client confirms that he is aware of the risks associated with using these communication methods, in particular the risks that could result from a fault or a misunderstanding at the time instructions are transmitted. The Client declares that he assumes responsibility for all consequences that could result there from.

The Company shall not incur any liability by refusing to carry out orders given by a person whose identity has not in its opinion been sufficiently verified.

The Client shall be responsible for all orders and for the accuracy of all information sent via Internet following use made of the Client's name, his password or any other personal identification method set up to identify the Client, regardless of who the actual user is. Any person who identifies himself in accordance with the Client's identification methods shall be considered as being authorized to use the Company's services. The Company shall consider such orders or communications as having been authorized and issued by the Client. It is Client's responsibility to keep passwords confidential and to prevent unauthorized use of their passwords and their Trading Terminals.

For the orders placed in writing, the Company will verify the Client's signature with the sample signatures lodged with the Company. The Company shall not be liable for any fraud and/or lack of identification that it has not discovered.

Prior to any transfer order, the Company may request an original written confirmation duly signed by the Client.

For orders placed by telephone, the Company will verify the Client's identity and then transmit the order. The Company has the right not to transmit the order if the actions of the Client are not clear and do not include all the required data.

Orders received by the Company in any means other than through the Trading Platform, will be transmitted by the Company to the Trading Platform and processed in the same way as though it was received through the Trading Platform.

Any order sent by the Client via the Trading Platform shall only be considered as having been received, and shall not constitute a valid instruction and/or a contract between the Company and the Client, until the instruction has been registered as executed by the Company and confirmed to the Client by means of a Transaction confirmation.

The Company bears no responsibility for delays or errors occurring during the transmission of orders or other communication messages via computer, for the accuracy of information received via computer or for any loss that may be incurred by the Client as a result of the inaccuracy of this information.

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 as defined in this Agreement. 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 written termination by the Client.

The Company has the right to refuse to transmit a Client's order for execution without giving any notice and/or explanation to the Client. Among the cases that the Company is entitled to do so are the following (the list is not exhaustive):

- 1 If the Client does not have the required funds deposited in the Company's Client account;
- 2 If the order violates the smooth operation of the Trading Platform;
- 3 If the order aims at manipulating the market of the specific Financial Instrument;
- 4 If the order is a result of the use of inside confidential information (insider trading);
- 5 If the order aims to legalise the proceeds from illegal acts or activities (money laundering).

The client needs to be aware that the company will refuse to accept or it may cancel any orders placed and/or executed via the Trading Terminal without any notice if it comes to its attention that the logic behind those orders is to abuse the whole system (i.e. use of specific EAs to generate volume by opening and closing positions at the same price) in order this way to gain unfairly benefits for the client and which is beyond the traditional scope of fair trading.

Customer understands that reports and confirmations of order executions, cancellations or modifications may be erroneous for various reasons. Confirmations also are subject to change by Company, in which case Customer shall be bound by the actual order execution, so long as it is consistent with Customer's order. In the event that Company confirms an execution or cancellation in error and Customer unreasonably delays in reporting such error within 24 hours, Company reserves the right to require Customer to accept the trade, or remove the trade from Customer's account, in Company's sole discretion.

## **Transfer of funds**

The Company shall inform the Client of the name, address and account number of the Company's "Client account" for transferring funds.

The Client shall clearly specify his name and all required information, in accordance with international regulations related to the fight against money laundering and terrorism 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.

Any amounts transferred by the Client to the Company's "Client account" will be deposited in the Client's Account at the "value date" of the received payment and net of any deduction/charges by the transferring bank.

The Company has the right to refuse a Client's transferred funds in any of the following cases (the list is not exhaustive):

- 1 If the funds are transferred by a third party;
- 2 If the Company has reasonable grounds for suspecting that the person who transferred the funds was not a duly authorized person;
- 3 If the transfer violates St. Vincent and the Grenadines legislation.

In any of the above cases takes place, the Company will send back the received funds to the remitter by the same method as they were received.

By signing this Agreement the Client gives his consent and authorises the Company to make deposits and withdrawals from the "Client account" on behalf of the Client, including but not limited to, for settlement of transactions performed by or on behalf of the Client, for payment of all amounts due by or on behalf of the Client to the Company or any other person.

The Client, using the Company's relevant "Fund transfer request", shall provide the Company with his bank account in order for the Company to transfer any amount payable to the Client. It is the Company's policy to transfer all amounts directly to the Client's personal account. Funds are transferred by the Company within three Business Days of the date they are debited from

the Client's account. It may take up to five Business Days for funds to be credited to the Client's bank account, after initiation of the Company's transfer.

The Company has the right to suspend or cancel the Client's instructions for transferring funds in any of the following cases (the list is not exhaustive):

- 1 If the Client instructs the Company to transfer the funds to a third party;
- 2 If the Company has reasonable grounds for suspecting that the person who gave the transfer order was not a duly authorized person;
- 3 If the transfer violates St. Vincent and the Grenadines legislation.

## **Safeguarding of Client's funds**

Client's funds will be held in the name of the Client and/or the name of the Company on behalf of the Client in a separate bank account specially designated as "Client account".

The Company will maintain separate records in the accounting system of its own funds/assets and funds kept on behalf of Clients so as at any time and without delay to distinguish funds held for one Client from funds held for any other Client, and from its own funds/assets.

Client funds are kept off balance sheet and cannot be used to pay back creditors in the unlikely event of default of the Company. In addition, the Company will not be liable for any failure or insolvency of any bank and/or financial institution in which client funds are held, owever, applicable investor compensation or deposit protection schemes may protect a proportion of Client funds.

## **An -money laundering provisions**

According to The Prevention and Suppression of Money Laundering Activities Law, the Company shall be entitled to request the Client to provide immediately any additional information concerning the circumstances and the context of a particular transaction. The Company shall have the right not to carry out orders or instructions received from the Client as long as the Client has not supplied the information requested by the Company.

The Company has the right to terminate the agreement with the Client immediately and to prohibit the Client from withdrawing any assets if the explanations provided are inadequate.

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## Swap, CFD Expiration & Swap-Free Accounts

The Customer will generally but not always incur a credit or debit in their account if holding a currency, bullion or CFD position at the end of each trading session. You may view current swap rates on the Company's trading platform, and further information about Swap at the Company's website.

Please note that once a month certain CFD's will expire, meaning that expiration will take place one day prior to the expiration of its underlying futures contract at our closing bid/ask price. All open positions will be closed, all floating profit and loss will be realized and all pending orders will be deleted. No positions will be rolled forward into the new contract. It is up to the client to reinitiate their own positions.



Swap-Free (Syariah/Sharia) accounts are generally but not always offered to our clients of Muslim faith. A swap-free account precludes the account from either being credited or debited swap interest at the end of each trading session. The Company, however, fully reserves the right to remove the swap-free designation from any account which is holding a position in which the client owes interest for over 5 trading days. The Company will notify the Customer within 24 hours of removal of swap free designation, but is not required to notify the Customer of such removal.

## **Client complaints**

The Client shall be required to check the content of each document, including those sent electronically by the Company or made available to the Client on the trading platform. Such documents should be regarded as authoritative. Complaints shall be addressed, in the first instance, to the Customer Support Department. If the Client receives a response from the Customer Support Department but deems that the complaint needs to be raised further the Client should Complete the Complaint Form which is publicly available on the Company's website and send it to [complaints@aafxtrading.com](mailto:complaints@aafxtrading.com). Clients have discretion to raise a claim to the Company Support Department in the event of any Company's dissatisfactory action or inaction related to the Client's account, or in any event the Client deems such claim appropriate.

The Client must inform the Company immediately if an incorrect transaction appears on his Account.

Any complaints in relation to the execution or the non-execution of an order will only be examined if raised in writing as soon as the underlying facts occurred, and in any case no later than the time that the relevant market opens on the day after the order was executed. Any claim relating to the performance or non-execution of an order will be considered only on the express condition that it be made in writing upon the occurrence of the events in question and at the latest before the opening of relevant market on the day after the execution, that is, within a 24-hour period from the time of occurrence. It should be noted that the use of an expert advisor or any other program that is used to perform technological and/or algorithmic trading, also alleviates you of any right to claim.

Once this period has expired, the Client shall no longer have any rights, of any type whatsoever, against the Company.

The document entitled Complaint Form, available on the website, should be used for any complaint a Client may have. The Client may complete the Complaint Form with all the information requested and may return the form to the Company as mentioned in the specific document.

Clients shall contribute to the Company, in handling of Client's claims, by providing the Company

Support Department with all necessary information, including, but not limited to:

- 1 Client's Name and Surname (for corporate clients – company name);
- 2 Client's account login;
- 3 Date and time of the issue in the platform time zone;
- 4 Tickets of orders and positions involved;
- 5 Detailed description of the issue.

C) The Client has obligation to avoid any kind of offensive vocabulary, intimidation, unsubstantiated accusation or emotional interpretation of anything related to his claim or to Company or its business.

## **Complaint Handling Procedure:**

The Company shall take decisions on Client complaints within five working days upon receipt. In the event Company is unable to take decision on the Client's complaint within the above period, the Company shall notify the Client by telephone or by e-mail about the extension of the investigation terms.

The Client accepts server log—file records as a main source of information in the context of handling of Client complaints. The Client accepts the absolute seniority of server log—file records against other sources, including client terminal log—file records.

The Company shall indemnify the Client exclusively by depositing in the Client's account with the Company.

In the event the Company deems necessary to delete one or another of Client's tickets, such tickets shall be removed from Client's trading terminal, and the Client's account balance and/or equity shall be adjusted by the summarized value of profit/loss and rollovers related to such tickets.

In the event the Company deems necessary to restore one or another of Client's tickets, such tickets shall be re-established in 'Trade' layout of Client's trading terminal; summarized profit/loss and rollovers related to such tickets shall be deducted from Client's account balance and applied to the Client's account equity in connection with current market prices.

## **Rejected Complaints:**

The Company shall have the right, in its sole discretion, but not the obligation, to decline Client



claims on the expiry of 24-hourly period after related issues. The Company may not accept claims handed over to Company by e-mail to any Company email address except support@aafxtrading.com.

The Company shall have the right to decline a Client's claim or any of its arguments if server log—file record required for examination of such claim or arguments do not exist.

Company shall have the right, in its sole discretion, but not the obligation, to decline:

- 1 Client claims related to execution period of any requests or orders;
- 2 Client claims related to server maintenance works, if such works was previously announced at the Company website not less than 48 hours before the server downtime.
- 3 Client claims related to differences between rates quoted by the Company and similar rates quoted by other companies or institutions (including rates of underlying assets), except for claims related to manifest errors in the Company's data feed.
- 4 Client claims related to delays or interruptions of service or transmissions, or failures of performance of the server, regardless of cause, including, but not limited to, those caused by hardware or software malfunction; governmental, exchange or other regulatory action; war, terrorism, or the Company's unpremeditated acts.

## **Use of the IT system**

In general, the Client shall transmit instructions to the Company using the IT system provided. The Company shall communicate with the Client exclusively via the IT system. It will be the Client's responsibility to take all necessary action to ensure that he is able to access any communications that may be sent to him.

The Client is aware of the fact that using computers and the Internet exposes him to a number of risks including, in particular:

- 1 The possibility that an unauthorized third party might access the Client's account;
- 2 The possibility that the relationship between the Client and the Company might be revealed;
- 3 The possibility that computer viruses might infect the Client's computer system without the Client's knowledge;
- 4 The possibility that third parties might send messages to the Client, claiming to represent the Company.

The Client undertakes to obtain full information (and acknowledges that he alone is responsible for doing so) regarding the risks to which he may be exposed and regarding any necessary

security measures.

The Company will not be liable for any loss suffered by the Client resulting from IT use, including in particular the actions of unauthorised third parties passing themselves off as the Client or the Company, transmission errors, transmission failures, technical faults, overloads, breakdowns (including but not limited to maintenance activities due to the maintenance system), system downtime, malfunctions, interference, attacks (e.g. hacking), blocked communications and networks (e.g. mail bombing) or other failures, regardless of who is responsible.

The Client will therefore take the necessary precautions to ensure the confidentiality of all information, including, among other things, the system password, user ID, portfolio details, transaction activities, account balances, as well as all other information and all orders.

The Client undertakes to notify the Company immediately if it comes to his attention that his system password is being used without authorisation.

The Client hereby assumes all liability arising in connection with technical access to the Company's services. The Client shall be responsible for acquiring, installing and configuring the appropriate hardware and software, in order to set up his connection with the Company's online services. The Company shall not be liable for any actions of the access provider and/or hardware that it has not supplied itself.

## **Recording of conversations**

The Client acknowledges, accepts and consents the fact that the Company will record and/or produce a written record of telephone conversations, internet based conversations (chat) and meeting between the Company and the Client.

The Client allows the Company to use these recordings or the transcripts of these recordings as evidence in relation to any parties, to disclose such information as part of any litigation or litigation that it expects to arise between the Client and the Company.

Technical reasons could prevent the Company from recording a conversation and the recordings or the transcripts produced by the Company will be destroyed in accordance with the Company's normal practice. Therefore, the Client must not expect that these recordings will be available.

## **Outsourcing**

The Company provides its Clients with trading services using an internet based trading system. The Company has outsourced the development, physical hosting, maintenance and updating of its online trading platform to a foreign entity. The Company's Clients will not have any direct contact with this entity and the Company will take all reasonable steps to ensure the security of

all the data regarding the identity of its Clients. The Client hereby acknowledges and accepts the fact that the Company outsources such activities.

## **Right of set-off**

The Company shall have the right, at its discretion and without the Client's authorization, of a 'set-off' against the Client's claims for all claims arising out of its relationship with the Client. This right of set-off shall exist regardless of the expiry date of any claims, the currency in which they are denominated, and their nature.

## **Confidential information**

The Company shall have the right, without the need to inform the Client beforehand, to disclose any details of the Client's transactions or any other information, that may be necessary for the purposes of complying with any requirements of any person entitled to require such a disclosure by law or with any Company obligation, to proceed with the said disclosure to any person.

The Company will handle all the Client's personal data in accordance with the relevant Laws and Regulations for the protection of Personal Data

General provisions

The provision of services to the Client is subject to all applicable laws, regulations, and other provisions or market practices to which the Company is subject to.

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, this shall not affect the other provisions of this Agreement which shall remain in full force and effect.

No party shall without the prior consent of the other parties assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it.

## **Amendments**

This Agreement may be amended at any time by the Company as may be applicable due to regulatory amendments as well as internal policies. Clients are expected to monitor and ensure they are up to date with the latest amendments made; to this end the Company will ensure to have visible in its Terms and Conditions the date of the most recent amendments made.

## **Account Limitation**

The Company permits each Client to open up to 5 accounts, to accommodate for the below possible scenarios of the Client:

To Segregate different trading strategies.

To use/benefit from different account types offered by the Co.

To maintain accounts in different base currencies.

Should a Client wish to have more than 5 accounts with the Company, the Company may consider on ad hoc basis to allow for this, provided a valid and clear reason as to why more accounts are needed, is provided by the Client.

## **Termination**

This Agreement will be valid until its termination as provided below.

The Company reserves the right to terminate the agreement with the Client at any time with immediate effect and without giving reasons. The Company shall have the right to freely set the consequences of such termination for the Client's positions without incurring any liability. The Company will no longer carry out any orders for the Client upon termination of the agreement with the Client.

The Company will pay the Client any pending obligations owed to him by the Company.

The Client has the right to terminate the Agreement by giving a written notice of at least seven Business Days specifying the date of termination.

The Client is obliged to pay any pending obligations towards the Company, including but not limited to any pending fee or amount payable to the Company, any charge or expenses incurred or to be incurred as a result of the termination of the Agreement as well as any other expenses that might arise during the settlement of the pending obligations.

The Company has the right to subtract all above pending obligations from the Client account.

The termination of the Agreement does not influence in any way the rights, contractual provisions, commitments, obligations and liabilities of either party.

Applicable laws and place of jurisdiction

The relationship between the parties shall be governed solely by and construed solely in accordance with the St. Vincent and the Grenadines laws.

The courts of St. Vincent and the Grenadines shall have sole jurisdiction to hear any litigation between the parties arising out of or in connection with this Agreement.

Nevertheless, the Company reserves the right to initiate proceedings before any competent court or jurisdiction, including in particular the courts in the country of which the Client is a citizen or in which he resides.

## **Declaration**

The Client declares that he has read, understood and accepted these Business Terms in their entirety.

The Client declares that he has read, understood and accepted the document entitled Risk Disclosure and he has understood the warnings contained in this document.

By accepting these Business Terms, the Client declares that he has read, understood and accepted all the information provided in the following documents, available on the website of the Company:

1 Order Execution Policy

2 Complaint Handling

The Client declares that he consents and agrees to direct advertising through cold calling by any means, including but not limited to, by phone, email and facsimile.

The Client declares that he is over 18 years old and/or has full capacity (in case of legal entities) to enter and be bound by this Agreement and that he is not prohibited by the legislation/regulations of his country of residence to enter into this Agreement.

The Client declares that all information provided in the "Account application form" is true, accurate, complete and not misleading and that he undertakes to inform the Company of any changes that might occur to the data/information provided in the "Account application form".

## **Company's contact details**

Clients shall communicate with the Company with the communication methods described within this Agreement at the following address:

**Correspondence Address:**

Suite 305, Griffith Corporate Centre

P.O. Box 1510. Beachmont

Kingstown

St. Vincent and the Grenadines

Customer Service:

Phone: +85(28) 19 810 79 E-mail: support@aafxtrading.com

The Company is authorized to operate as a Financial broker by the SAINT VINCENT AND THE GRENADINES ( FINANCIAL SECURITIES AUTHORITY ), with registration number No. 22916 IBC.

The contact details of the regulatory authority are as follows:

## **Regulatory authority**

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AAFX TRADING COMPANY LIMITED is incorporated in SAINT VINCENT AND THE GRENADINES with registration number No. 22916 IBC.