

## **ANTI MONEY LAUNDERING POLICY**

STrade24 accepts transactions only from customers whose credit cards were issued in countries where the services provided by it are lawful, and it does not accept transactions from countries as may be decided by the acquirer.

As an international service provider, STrade24 follows strictly the AML and due diligence procedures in each of the targeted countries and confirms that no transactions will be accepted from countries outside the above-mentioned list. Customer Identification Procedure (CIP) is carried out on the following stages:

- While establishing the relationship
- While carrying out a financial transaction
- When the branch/office has a doubt about the authenticity/veracity or the adequacy of the previously obtained customer identification data.

Customer identification means identifying the customer and verifying his/her identity by using reliable, independent source documents, data or information. STrade24 obtains sufficient information including, but not limited to, ID, valid utility bill, transaction verification proofs etc. necessary to establish, to their satisfaction, the identity of each new customer, whether regular or occasional, and the purpose of the intended nature of banking relationship. Being satisfied means that STrade24 must be able to satisfy the competent authorities that due diligence was observed based on the risk profile of the customer in compliance with the extant guidelines in place in accordance with the relevant jurisdiction/s where such requirements may apply.

## KYC POLICY

For the purpose of KYC policy, a customer may be defined as:

- A person or entity that maintains an account and/or has a business relationship with STrade24 on whose behalf the account is maintained (i.e. the beneficial owner)
- Beneficiaries of transactions conducted by professional intermediaries, such as stock STrade24s, chartered accountants, solicitors etc. as permitted under the Law.
- Any person or entity connected with a financial transaction, which can pose significant reputation or any other risks to STrade24, say, a wire transfer or issue of high value demand draft as a single transaction.

KYC policy includes the following eight key elements - customer identification procedures, monitoring of transactions, risk management, training program, internal control system, record keeping, and evaluations of KYC guidelines by internal audit and inspection system, duties / responsibilities and accountability.

An effective KYC program is put in place by STrade24, establishing appropriate procedure and ensuring their affective implementation. It covers proper management oversight, systems and controls, segregation of duties, training and other related matters. Responsibility is explicitly allocated within the company for ensuring that the company's policies and procedures are implemented effectively.

The nature and extent of due diligence depends on the risk perceived by the STrade24 customer profile. STrade24 internal audit and compliance have an important role in evaluating and ensuring adherence to the KYC policies and procedures. The compliance function provides an independent evaluation STrade24 own policies and procedures, including legal and regulatory requirements. It ensures that the audit machinery is staffed adequately with individuals who are well versed in such policies and procedures. Internal inspectors specifically check and verify the application of KYC procedures at the branched/offices and comment on the lapses observed in this regard.

## PRIVACY POLICY

STrade24 values your security and privacy. Protecting your privacy is one of our top priorities. This privacy policy sets out how we collect information regarding Website users, what we may do with it, and what you can do to protect your privacy.

We are using security measures and encryption systems, to make sure interaction with our website is smooth and safe. All transactions are performed under secured protocols, using the username and password chosen and guarded by you; the chances of someone else trading in your name are extremely low.

**Keeping your password safe:** You should make sure that you don't share the password with anyone and remember that STrade24' personnel will never ask you for the password. **If this happens and someone claims to be working for STrade24, don't provide them with any information and make sure you notify our customer service at once.** Pick a password that is hard to intercept and change it every couple of months. Also remember to log out as soon as you stop trading with STrade24, whenever you leave the computer and after every session.

The first step to start trading is to open an account and this process, simple as it is, requires you to enter some personal data such as your first and last name, email and phone number. Additional details, as well as proof of identity may be required of you at any time. STrade24 will maintain the privacy of all your personal data we collect, including age, occupation or marital status. You may be required to provide the copies of ID, passport and photograph, in accordance with any policies, laws or regulations that require such documents to be delivered. Furthermore, in some jurisdiction you may also need to submit financial information, investment experience and risk tolerance, all as may be required under law.

In order to have unrestricted access to the trading account and be able to trade with ease, these documents and information may be required. There is no obligation on your part to submit them, but if you don't, you won't be able to open the account and trade online. Additionally, it is important to keep us informed about your personal data as soon as something important changes, so your profile will always be up to date, and as required under any law.

We collect this information to administer and operate services, prevent fraud, defend our legal rights and for the purpose of compliance with regulations regarding the services we provide. STrade24' privacy policy guarantees that your personal information will not be sold, rented or traded, and won't be disclosed unless the following conditions occur or for the purposes set out above. We share information with the associated firms and other persons processing your personal information or with banks and clearing houses in order to deliver the products and services you need for trading.

When there is any suspicion of fraud or breach regarding the trading performed by the user, the privacy policy allows us to disclose your private data as needed, including to credit reference and fraud prevention agencies. The same applies for the national and international enforcement bodies and courts when they require this kind of information, as laws and regulations demand. Except for these situations, while you are trading with STrade24, your personal information is reasonably safe from unauthorized use, damage, modification or disclosure, by all reasonable measures.

## **Underage and Child Privacy**

By using this website you state and represent that you are over the age of 18 or any agree restriction applicable in your jurisdiction in order to participate in trading, as any laws applicable to your may dictate. If you are under aged and entered the site by mistake, you should stop using the website and inform us promptly and we will conform with the applicable laws and regulations that apply to you and your personal information.

Regardless of the foregoing, in order to protect child privacy, we never knowingly collect or maintain information from users under 13, and no part of our website is structured to attract anyone under the age of 13. Should Website ever collect or maintain any such information, it will comply with the Children's Online Privacy Protection Act (COPPA) and any other applicable law, under the appropriate jurisdiction.

## **Changes to This Privacy Policy**

This privacy policy may be changed from time to time, as we see fit. The binding version is the most updated version posted on the site. We may, at our discretion, inform you via e-mail regarding any material changes.

**Please note any and all usage of the site and services is subject to the Terms and Conditions, as may be amended from time to time by STrade24, at its sole discretion.**

## **CYBERSECURITY NOTICE**

The Cybersecurity Interpretive Notice, issued by the National Futures Association (“NFA”) and approved by the Commodity Futures Trading Commission, becomes effective March 1, 2016. The Notice requires all Members of NFA (futures commission merchants, swap dealers, major swap participants, introducing STrade24s, forex dealer members, commodity pool operators and commodity trading advisors) to have in place practices that are reasonably designed to diligently supervise the risks of unauthorized access to or attack of their information technology systems, and to respond appropriately should unauthorized access or attack occur. Even though STrade24 is not a member of the NFA, and do not accept US clients and clients in jurisdictions where their local laws do not allow working with international dealers in securities, STrade24 shall do its best efforts to comply with such terms.

## **SAFETY OF FUNDS**

STrade24 deems your funds in its utmost importance. Therefore, full security measures shall be taken to ensure full safekeeping of your funds in your dedicated account in the STrade24's dedicated systems, 24/7.

## Acceptable Use Policy [AUP]

**IMPORTANT:** YOU ARE HEREBY ADVISED THAT ANY BREACH OF THIS ACCEPTABLE USE POLICY OR OTHERWISE MANIPULATING, ABUSING OR EXPLOITING STRADE24'S ONLINE TRADING SERVICES OFFERED TO THE PUBLIC, MAY RESULT IN SIGNIFICANT MONETARY AND OTHER DAMAGES TO STRADE24 AND/OR THIRD PARTIES, INCLUDING OTHER USERS AND TRADERS LIKE YOURSELF, AND STRADE24 SHALL BE ENTITLED TO SEEK ANY REMEDY AVAILABLE TO IT HEREUNDER OR UNDER LAW, INCLUDING AN INJUNCTIVE RELIEF.

Without derogating of the provisions of the following Acceptable Use Policy, any of the following activities are explicitly prohibited and shall be deemed fundamental breach of the Agreement:

- Unauthorized automated access to the services and systems.
- Latency exploitation in trading.
- Coordinated trade through multiple accounts (including trading in tandem).
- Any reverse engineering of the software or the services.

### 1. Scope of AUP

- 1.1. **The AUP applies to all systems and services offered by STrade24, without exceptions.**
- 1.2. **The AUP applies to everyone, including all clients, users and visitors ("User" or "You").**
- 1.3. **The prohibited activities and uses set out in this AUP are not a complete list. If you are unsure about any contemplated action you should contact STrade24 immediately.**

### 2. Automated Access

- 2.1. **You may not use, under any circumstances, any software which automatically accesses or operates on STrade24's systems, websites or systems, unless such software is officially provided by STrade24.**

### 3. Prohibited Activities

- 3.1. **STrade24 shall not use, and will take reasonable actions to ensure that no user or third party shall use its systems in any of the following ways:**
  - 3.1.1. **Fraudulently or in connection with any criminal offense.**
  - 3.1.2. **To send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy and/or any other rights.**
  - 3.1.3. **To cause annoyance, inconvenience or anxiety.**
  - 3.1.4. **To spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.**
  - 3.1.5. **In any way which, in STrade24's reasonable opinion, is or is likely to be detrimental to the provision of the STrade24 service to the company or any of STrade24's or its shareholders' and/or affiliates' and/or directors and/or lawyers**



and/or trustees and/or bankers and/or customers and/or business and/or reputation.

3.1.6. In contravention of any licenses or third party rights.

3.1.7. To attempt to interfere with any STrade24 service to any user, host or network this includes without limitation:

3.1.7.1. Flooding of networks;

3.1.7.2. DOS (denial of service) attacks of any sort;

3.1.7.3. Deliberate attempts to overload a service and attempts to crash a host;

3.1.7.4. Any attempt to abuse, manipulate or benefit of an error, software bug, security backdoor or breach, latency differences;

3.1.7.5. Resale of services;

3.1.7.6. Any sort of automated, cooperative or multi-user operation (explicitly including tandem-trading) to circumvent or exploit the services or systems;

3.1.7.7. For transmitting E-mails, code or files which contain computer viruses or corrupted data or Trojan horses or tools which compromise the security of web sites or user data. This

**explicitly includes spyware and malware of any sort.**

- 3.2. You acknowledge and agree that the list of prohibited activities set out is a non-exhaustive list. STrade24 reserves the right to cancel any deal and/or hold and offset any funds and/or demand any fund or right due to unacceptable use of its services, taking advantage of mistakes or abusing its systems.
- 3.3. **You will not allow use of the System or access to any person who is not a Client and will not copy, distribute, publish, transmit, display, modify, prepare derivative works based on, report or otherwise use the system in whole or in part for the use of any other person.**

## DEPOSIT AND WITHDRAWAL POLICY

Trading in any investment opportunity that may generate profit requires STrade24's customers to deposit money on their online account. Profits may be withdrawn from the online account.

Deposits and withdrawals are regulated by this policy as well as the generally applicable terms and conditions.

### Deposits

You, the Client, have to perform all the deposits from a source (e.g. single bank account). If you want to start trading, you should make sure this account is in your country of residence and in your name. In order to certify that a SWIFT confirmation is authentic, it has to be sent to STrade24 to confirm the origin of the money which will be used for trading. If you don't comply with this policy, you may be prevented from depositing the money via Bank/Wire Transfer. If you did not login and traded from your account within six (6) months ("**Dormant Account**"), your Dormant Account will be subject to a deduction of 10 % each month (the "**Dormant Fee**").

### Withdrawals

According to generally acceptable AML rules and regulations, withdrawals must be performed only through the same bank account or credit/debit card that you used to deposit the funds.

Unless we agree otherwise, withdrawals from the Account may only be made in the same currency in which the respective deposit was made.

In addition, when you deposit or withdraw money for trading purposes using alternative payment methods, you should be aware that additional fees and restrictions may apply. Withdrawals are subjected to withdrawals processing and handling fees. Those fees will be deducted from the transferred withdrawn amount. The fees schedule is available on STrade24

Without derogating of the foregoing, STrade24 may execute withdrawals to a different facility than the one used for the deposit, subject to Anti Money-Laundering regulations.

Furthermore, when it comes to withdrawals, Client may be required to present additional information and documents.

One withdrawal request a month is exempt from processing fees. Any subsequent withdrawals performed within the same month will be subjected to a processing fee of 30 USD, 25 EUR or 20 GBP.

### Non-Deposited Funds

Funds appearing on Clients' account may include agreed or voluntary bonuses and incentives, or any other sums not directly deposited by the Client or gained from trading on account of actually deposited funds ("**Non-Deposited Funds**"). STrade24 may provide bonuses from time to time, which are subject to the Bonus Terms and Conditions Policy. All Bonuses are considered Non-Deposited Funds.

## Submitting a Withdrawal Request

In order to process your withdrawal request, you must:

- Print the [withdrawal.pdf] form. **Client will log in to his account through the website, click on withdrawal, fill up the information and fill up the withdrawal form.**
- Sign the printed form.
- Send the form to us via e-mail as a scanned image (JPG, GIF, PNG, non-password protected PDF) to.
- All compliance documentation must have been received and approved by STrade24's compliance officer in order to proceed with the withdrawal.
- Beneficiary Name must match the name on the trading account. Requests to transfer funds to third party will not be processed.

<p><b>IMPORTANT:</b> ACCOUNT HOLDER IS REQUIRED TO MONITOR ACCOUNT REGULARLY, AND ENSURE THAT AVAILABLE MARGIN EXISTS IN THE ACCOUNT PRIOR TO SUBMITTING THIS REQUEST, AS SUCH WITHDRAWAL MAY HAVE AN IMPACT ON EXISTING OPEN POSITIONS OR TRADING STRATEGY USED.</p>
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## Typical Withdrawal Processing Time

The time it takes for the money to reach your credit card or bank account that has been used to deposit funds may vary (usually up to five business days). Note that it might take longer for withdrawals to bank accounts due to the additional security procedures in force.

The request will generally be processed by STrade24 within 2-5 business days of receipt. In order to avoid any delays please review your information carefully before submitting your request. STrade24 assumes no responsibility for errors or inaccuracies made by the account holder.

Corresponding withdrawals will take 3 to 5 business days to process. STrade24 cannot monitor and is not responsible in any way for the Client's Credit Card Company or bank's internal procedures. Client must follow up with the credit card or respective bank independently.

Funds are released to your credit account once your credit card merchant has debited the funds from our account. This process may take up to 5 business days or more to reflect on your credit card account balance. If you do not have online access to your credit card, it should appear on the next billing statement(s) depending on your card's billing cycle.

**Please note clearly that we are not committed to any time frame and that any additional charges imposed by third parties shall be deducted from the deposit or the withdrawal, as applicable.**

**Additional Charges:** If the receiving bank uses an intermediary bank to send/receive funds, you may incur additional fees charged by the intermediary bank. These charges are usually placed for

transmitting the wire for your bank. STrade24 is not involved with and nor has any control over these additional fees. Please check with your financial institution for more information.

### **Credit/Debit Cards**

For Credit card deposits, when you choose an account in a different currency than USD (United States Dollar), your credit card will be debited properly in accordance with amount deposited and the applicable exchange rates. In addition to the exchanged sum deposited, additional credit cards fees may apply (as a result, in such cases you may notice discrepancies between the sum of deposit and the sum charged on your credit card). Customers must accept these slight variations that can occur and won't try to charge this back.

If you have used a credit card to deposit money, performed online trading and decide to cash in on your winnings, the same credit card must be used.

Amount of withdrawal per credit card is only allowable to an equal amount of money deposited per credit card or less. Greater amounts must be wire-transferred to a bank account.

### **Currency**

Your Account may comprise of different currencies. These will be subject to the following conditions:

We may accept payments into the account in different currencies and any payments due to or from us and any net balances on the account shall be reported by us in the respective currency; The account is maintained in US Dollars, Euro or GB Pounds ("**Base Currencies**") and any other currency will be converted at the exchange rate existing at the point of conversion ("**Exchange Rate**"); **if the Client send funds in another currency than his account's currency, we will apply an exchange rate to our discretion.**

We will generally settle trades or perform any required setoffs and deductions in the relevant currency where the account comprises such currency ledger, save that where such currency balance is insufficient, we may settle trades in any currency using the Exchange Rate.

### **Additional Conditions**

Please note this policy cannot be exhaustive, and additional conditions or requirements may apply at any time due to regulations and policies, including those set in order to prevent money laundering. **Please note any and all usage of the site and services is subject to the Terms and Conditions, as may be amended from time to time by STrade24, at its sole discretion.**

## **RISK DISCLOSURE POLICY**

STrade24 strives to provide its customers with the best tools for trading, including introductory guidance for the live trading environment. STrade24 does not manage or advise on investments.

**STrade24 allows you to trade in highly speculative investments which involve a significant risk of loss.** Such trading is not suitable for all investors so you must ensure that you fully understand the risks before trading.

You accept that the transactions you perform with STrade24 may involve financial instruments that are not:

- i. Traded on any stock or investment exchange;
- ii. Readily realizable investments.

Risks associated with the services include:

- i. All investment is subject to risk and the degree of risk is a matter of judgment and cannot be accurately pre-determined.
- ii. Trading in Financial Instruments is generally regarded as involving a high degree of risk compared with other common forms of investment such as recognized collective investment schemes and debt and equity securities.
- iii. We give no warranty or promise as to the performance or profitability of your Account with us or your investments or any part thereof.
- iv. The value of investments and the income derived from them can fall as well as rise and is not guaranteed.

**FX, OPTIONS AND CONTRACTS FOR DIFFERENCES (CFD'S) ARE HIGHLY SPECULATIVE, CARRIES A HIGH LEVEL OF RISK AND MAY NOT BE SUITABLE FOR ALL INVESTORS. CLIENT MAY SUSTAIN A LOSS OF SOME OR ALL OF CLIENT'S INVESTED CAPITAL; THEREFORE, CLIENT SHOULD NOT SPECULATE WITH CAPITAL THAT CLIENT CANNOT AFFORD TO LOSE. CLIENT SHOULD BE AWARE OF ALL THE RISKS ASSOCIATED WITH TRADING ON MARGIN. CLIENT HEREBY CONFIRMS THAT HE IS KNOWLEDGABLE AS FOR THE ABOVEMENTIOENED RISKS.**

**DUE TO THE HIGH RISK NATURE OF TRADING, WE EXPLICITLY DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES THAT YOU WILL MAKE ANY PROFIT OR THAT YOU WILL NOT LOSE ANY OR ALL OF YOUR DEPOSITED INVESTMENTS.**

**FURTHER, STRADE24 IS NOT RESPONSIBLE FOR THE ACCURACY OF INFORMATION OR CONTENT PROVIDED BY THIRD PARTIES, INCLUDING SITE AND INFORMATION LINKED TO OR PRESENTED IN THIS WEBSITE.**

**PLEASE NOTE ANY AND ALL USAGE OF THE SITE AND SERVICES IS SUBJECT TO THE TERMS AND CONDITIONS, AS MAY BE AMENDED FROM TIME TO TIME BY STRADE24, AT ITS SOLE DISCRETION.**

There is a possibility that you may sustain a partial or total loss of your investment funds when trading. Even if you make money, you should be aware that the market can quickly turn. Never trade with more than you can afford to lose.

**RISK DISCLAIMER FOR THE CLIENTS AREA FOOTER (one important paragraph to be inserted in the footer of homepage and the clients area footer):**

**RISK DISCLAIMER: THIS WEBSITE OFFERS HIGHLY SPECULATIVE INVESTMENTS, CARRIES A HIGH LEVEL OF RISK AND MAY NOT BE SUITABLE FOR ALL TRADERS. YOU MAY SUSTAIN A LOSS OF SOME OR ALL OF YOUR INVESTED CAPITAL; THEREFORE, DO NOT SPECULATE WITH CAPITAL THAT YOU CANNOT AFFORD TO LOSE.**



## **PRO LEGALIZATION**

**STRADE24 OFFERS HIGHLY SPECULATIVE INVESTMENTS FOR SELECTED CLIENTS, CARRIES A HIGH LEVEL OF RISK AND MAY NOT BE SUITABLE FOR ALL. YOU MAY SUSTAIN A LOSS OF SOME OR ALL OF YOUR INVESTED CAPITAL; THEREFORE, DO NOT SPECULATE WITH CAPITAL THAT YOU CANNOT AFFORD TO LOSE.**

## **HIGH RISK INVESTMENT**

**STRADE24 HEREBY DECLARES AND WARNS THAT IT OFFERS INSTRUMENTS THAT CARRIES A HIGH LEVEL OF RISK AND MAY NOT BE SUITABLE FOR ALL. DO NOT SPECULATE WITH CAPITAL THAT YOU CANNOT AFFORD TO LOSE. MARKET'S CONDITIONS MAY CAUSE RISK TO SOME OR ALL CLIENTS CAPITAL.**

## **PAYMENTS AND REFUND POLICY**

All sales of products are strictly final. Fees paid for products and services are non-refundable and no chargebacks shall be allowed.

## **GENERAL TERMS AND CONDITIONS**

- I have read the following Terms and Conditions, including all the STrade24's Policies.
- I understand all such terms and that these Terms and Conditions, together with all policies are an inseparable part of a binding agreement between me and STrade24 (the "Agreement").
- I am over 18 and the information provided in this application is true and correct and that I will notify STrade24 of any material changes.
- STrade24 may not be able to ascertain the appropriateness of any product to me, including due to lack of experience or undisclosed information.
- I have entered full, accurate and truthful details, including my residential address and identity.
- STrade24 may at any time without limitation amend any of the terms set out in this agreement by posting such information on our website.

I confirm that I got an opportunity to trade on a demo platform and/or read a tutorial and I understand as a consequence how to trade and the RISKS that are involved. In addition I have read and understood the risks that are involved in trading in Binary options ("trading").

By filling the Subscription Form I request and agree to open an account for myself and confirm that I have read and understood all policies and terms including the Risk Disclaimer and Terms and Conditions.

Preamble

STrade24 offers access to its website and services to clients that accept the terms and conditions. By using the website you explicitly confirm that you have read these Terms and Conditions and agree to them.

Our obligations are subject to any limits or restrictions which we may agree in writing, and any statutory, regulatory, legal or market requirements.

The following terms and conditions apply to all users and in case you require additional information on any of the subjects presented below, feel free to contact our customer support at any time. You must first read and then accept these Terms and Conditions in order to benefit of the best services provided by STrade24 and the agreement is effective upon acceptance. If you don't agree to be bound by the terms and conditions of the present agreement, make sure to inform us in writing. If STrade24 decides to make any amendments they will be posted online and in order to keep trading on the website, you might be asked to accept the new terms.

In order to be eligible to operate your trading with STrade24 you must be over the age of 18 and to fully understand the risks involved. You hereby acknowledge that you have the knowledge and experience to trade and understand the risks involved. We can't be held responsible for any damage or loss and we are not responsible for verifying whether you possess sufficient knowledge or whether your trading choices are wise.

The same conditions apply regarding legal restrictions. You should understand in full that trading, investments and similar operations are regulated in a different way, throughout the world. The fact that you can access our website and use the tools STrade24 offers doesn't necessarily mean that it is legal in your country to do so.

Users accessing this site are required to inform themselves about the jurisdiction restrictions and you are hereby declaring that the funds you are using for trading are not originating from any criminal activity or otherwise breach any law.

Do not abuse the license or services provided to you. By accepting the Terms and Conditions you will be granted a limited license, but you can't deep-link to the website or copy and resell the

materials appearing on STrade24. The information provided by us should be used entirely for executing transactions inside or within STrade24.

Please note that closing or suspending your account due to a breach of the terms of service and explicitly the Acceptable Use Policy, may entail loss due to the closing of positions.

Do not provide false or inaccurate information. The license granted will be terminated if we notice that the data you provide is not accurate and you will cease to access the services. You agree that STrade24 can terminate your access to any of the services offered for online trading at its sole discretion and with or without notice and close your transaction.

The present terms and conditions state that under no circumstances shall STrade24 or its employees be liable for lost profits or any kind of damage occurring during trading, due to connection to our website, including negligence. In any proven circumstance, the liability of STrade24 is limited to our last monthly commissions received of money you transferred or deposited in your trading account.

### **Additional Terms and Conditions**

1. The Preamble to these terms of service is inseparable part thereof and together with all company policies constitute a binding Agreement between the User and STrade24.

You and any person making use of the Site are referred to hereunder as "User" and/or Client.

2. By accessing, visiting and/or using this Site, any person so doing (hereinafter: "User") unequivocally and unreservedly expresses his or her binding agreement to any and all of these Terms and Conditions, constituting a binding agreement between the User and STrade24, and undertakes to fully comply therewith. Any and all activity on, with and/or via this Site shall be governed by these Terms and Conditions.

BY USING THIS SITE IN ANY WAY YOU CONFIRM YOUR UNREVOCABLE ACCEPTANCE AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

IF YOU DO NOT ACCEPT ANY OF THESE TERMS AND CONDITIONS OR ANY OF THE POLICIES - YOU CANNOT USE STrade24' SERVICES AND PLEASE STOP USING THIS SITE AT ONCE.

3. Permitted Use: Any User must be aged 18 or older and legally permitted to engage in usage of this Site under the laws applicable to him/her. User represents that he or she has full legal capacity to enter into legally binding agreements. Users may not make commercial and/or serial and/or automated use of this Site. This Site strictly forbids any use of data mining, data gathering, bandwidth theft, offline browsing plug-ins and software and/or download and/or batch download or access and any access via any software except for the main common and official web browsers.
4. Your Account and the Bank Account: Upon receipt of your application, we may carry out credit or other checks as we deem appropriate from time to time including without limit obtaining references from your bank, employer or credit agencies (if applicable). Credit reference agencies will record details of the search irrespective of whether your application proceeds or not. We reserve the right to carry out further credit checks at anytime whilst this Agreement is in force.
  - a. You acknowledge and accept that we may use credit scoring methods to assess your application. This may affect our decision on whether to accept the application or whether to alter the way in which your Account will operate.
  - b. You must notify us immediately of any material changes to any of the information set out in your Application Form.
  - c. In the event that your Application Form is accepted we will open an Account for you and provide you with a user ID and account number. You must not disclose these details to any other person. In the event that you believe that these details are known by a third party then you will notify us immediately. You will assist us in investigating any misuse of your Account.

- d. You confirm that we are not obliged to confirm or check the identity of anyone using or quoting your Account.
  - e. You confirm that we shall be entitled (but not obliged) to make any payments owed to you to one single account for all sums. We may (but are not obliged to) agree to transfer monies to different Bank Accounts. Notwithstanding the fact that we agree to do so, we shall not be liable for any mistakes made by us in the amount transferred provided that the aggregate sum transferred pursuant to this Agreement is correct.
  - f. Funds appearing on Clients' account may include agreed or voluntary bonuses and incentives, or any other sums not directly deposited by the Client or gained from trading on account of actually deposited funds ("Non-Deposited Funds"). Please note unless otherwise explicitly agreed, Non-Deposited Funds are not available for immediate withdrawal. Further, due to technical limitations, Non-Deposited Funds may be assigned to Client's account in certain occasions (for example, for the technical purpose of allowing the closing of positions or an indebted account). PLEASE NOTE NON-DEPOSITED FUNDS, including profits gained on account of or derived of the same, are not Client's funds. If a withdrawal of Non-Deposited Funds has been confirmed, STrade24 shall have full right to reclaim any and all such funds.
5. Further Covenants: In addition to the above and without limiting the generality of this clause, you:
- a. Confirm that the Bank Account details are complete and accurate and that you will notify us immediately if these change and will provide us with such documentation as we request in respect of such revised Bank Account;
  - b. Confirm that (unless otherwise agreed by us) the Bank Account relates to a bank account opened in your country of main residence;



c. Acknowledge and accept that we are under no obligation to transfer any monies to or accept any monies from any account other than the Bank Account.

d. Except in the case of fraud (that not includes fraud from a third party), we do not accept responsibility for any loss or damage suffered by you as a result of your trading on monies deposited in or credited to your Account in error by or upon our behalf.

e. We reserve the right to close or suspend your Account at any time in accordance with the terms of this Agreement.

f. Acknowledge explicitly that STrade24 has the right to change the amount of margin that is allowable per any trading due to market volatility, without prior notice.

g. Multiple Accounts: Except as otherwise expressly provided in this Agreement, if you have more than one Account with us, each Account will be treated entirely separately. Therefore, any credit on one Account (including monies deposited as margin) will not discharge your liabilities in respect of another Account unless we exercise our rights under this Agreement.

h. Joint Accounts/beneficiaries: If an Account belongs to multiple users or to a corporation, company, partnership or any other corporate body, all beneficiaries or signatories will be required to approve a withdrawal.

6. Linking to this Site: Creating or maintaining any link from another Site to any page on this Site, without STrade24' written permission is prohibited. Running or displaying this Site or any information or material displayed on this Site in frames or through similar means on another Site without our prior written permission is prohibited. Any permitted links to this Site must comply will all applicable laws, rules and regulations and ethical conduct on the internet.

7. IP and Copyright Notice: All texts, graphics, sounds, information, designs, applications, content, source codes and object code files, and other material displayed on or that can be

downloaded from this Site are protected by copyright, trademark and other laws and may not be used except as permitted in these Terms and Conditions or with prior written permission of the owner of such material (hereinafter: "information" or "data"). The information on this Site belongs to STrade24 or its respective affiliates and suppliers and may not be copied or used without prior approval. You may not modify the information or materials displayed on or that can be downloaded from this Site in any way or reproduce or publicly display, perform, or distribute or otherwise use any such information or materials for any public or commercial purpose. Any unauthorized use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations.

8. Force majeure: Whilst we will endeavor to comply with our obligations in a timely manner we will incur no liability whatsoever for any partial or non-performance of our obligations by reason of any cause beyond our reasonable control including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and we shall not be held liable for any loss you may incur as a result thereof.
  - a. Without prejudice to the generality of this clause, the following events shall be considered as an event of force majeure:
    - i. where we are (in our opinion) unable to maintain an orderly market as a consequence of civil unrest, terrorism, strikes, riots or power or communication failure;
    - ii. Excessive volatility in the financial markets;
    - iii. Suspension, closure or liquidation of underlying markets.

b. Without prejudice to the generality of this clause, in the event of force majeure we will be entitled to:

i. alter trading times;

ii. Alter the Margin Requirement;

iii. Close or cancel any open contracts/positions.

9. Trademarks: Certain trademarks, trade names, service marks and logos used or displayed on this Site are registered and unregistered trademarks, trade names and service marks of STrade24 and its affiliates. Other trademarks, trade names and service marks used or displayed on this Site are the registered and unregistered trademarks, trade names and service marks of their respective owners. Nothing contained on this Site grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks, trade names, service marks or logos displayed on this Site without the written permission of STrade24.

10. Logins Security: It is your responsibility to maintain your Account at all such times. This includes ensuring that the required level of margin is in place. If you have more than one Account, this responsibility will relate to each Account separately, unless we have agreed otherwise in writing with you.

Every person using a login (whether or not in fact such person is a duly authorized Client) will be deemed to be authorized to enter into the system and/or (as the case may be) to give any other instructions or communications on behalf of STrade24' Client that is represented by the login according to the registration information provided by STrade24. STrade24 will act on such instructions without being obliged to obtain any further written or other confirmation, and, for the avoidance of doubt, the relevant transaction fees shall become payable.

11. Unlawful usage: You are prohibited from making any unlawful usage of this Site, and are informed and aware to the fact that in addition to these terms and conditions and any and all policies for usage of this Site, you may and are expected to be subjected to laws and regulations applicable in your or any relevant jurisdiction, including any promulgations related to gambling, securities, taxation and/or anti-money laundering. STrade24 does not encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials and/or User from this Site. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.
12. User undertakes that any and all information provided by him is true, accurate, complete and up-to-date.
13. User undertakes to indemnify, defend and hold STrade24 harmless, as well as any and all of its subsidiaries, agents, employees and/or officers, against or from any liabilities, obligations, claims, debts, expenses etc., in any way connected with any misuse or abuse of the site, information or services provided or contained herein, including in particular (but not limited to) any breach of these Terms and Conditions and/or violation of any law whatsoever (including any violation or infringement of any third party rights) and/or any breach of any applicable third party terms and conditions;
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You must read the Risk Warning Notice and all the other documents supplied to you in connection with this Agreement very carefully. DO NOT submit the Online Application Form if you are unsure as to the effects of this Agreement or the nature of the risks involved. By clicking on the "Submit" button and submitting the Online Application Form to us, then you are acknowledging that you have read the documents supplied and that you understand and accept the terms of this Agreement.

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21. The above disclaimers means that STrade24 does not undertake to provide any service and/or any and all functionality on the Site. This also means if you believe you have any claim against STrade24 it should be presented with no delay and shall be null and void within 12 months of the first time it came to be.
22. Revisions to these Terms and Conditions: Without prejudice to the above, User acknowledges and accepts that STrade24 and its legal advisors are fully entitled at all times to amend, add to and/or revoke any and all of these Terms and Conditions, at its sole discretion, without giving User any notice thereof. Any such amendment, addition or revocation shall become fully effective and binding upon being posted on Site. You should visit this page to review the then current Terms and Conditions binding on you. Certain provisions of these Terms and Conditions may be added to or superseded by legal notices or terms located on particular pages of this Site. This means that these Terms and Conditions may be reasonably amended from time to time by STrade24, and shall apply to any user immediately. STrade24 shall maintain a link to these Terms and Conditions on every page on the Site, and state the last date these Terms and Conditions were updated on.

23. Choice of Law; Jurisdiction: These Terms and Conditions supersede any other agreement between you and STrade24 to the extent necessary to resolve any inconsistency or ambiguity between them. A printed version of these Terms and Conditions will be admissible in judicial and administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. These Terms and Conditions, as well as any dispute arising therefrom or in connection therewith shall be brought before the courts of law which shall have exclusive jurisdiction over the same.
24. Dispute Resolution; Arbitration: The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the parties fail to agree upon terms of settlement, either side may submit the dispute to confidential arbitration proceedings by a sole arbitrator under the ICC ADR Rules, whose decision shall be final and binding. The arbitration proceedings shall be conducted in English, in a place mutually agreed by Parties. Without derogating of the provisions above, this clause explicitly sets exclusive jurisdiction to said arbitration process, and neither Party shall be entitled to submit any dispute to the courts of its domicile which contradicts said arbitration process.
25. Termination: You or we may suspend or terminate your account or your use of this Site at any time, for any reason or for no reason. Except for the withdrawal of accumulated funds, you will not be entitled to any remedy for discontinuing the services, all subject to our WD policy and applicable laws and regulations. We reserve the right to change, suspend, or discontinue all or any aspect of this Site at any time without notice.
26. Additional Assistance: If you do not understand any of the foregoing Terms and Conditions or if you have any questions or comments, we invite you to contact us at any time. This means you should contact us beforehand if anything of these Terms and Conditions is unclear, unfair or unacceptable to you.



27. **Our Commitment to Security and Privacy:** To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place the appropriate and reasonable physical, electronic, and managerial procedures to safeguard and secure the information we collect online. Please see our Privacy Policy for further information.
28. **Assignment to Third Parties:** STrade24 is fully entitled to assign, grant, transfer or sublicense any and all of its rights provided for herein, including any rights with regards to information or data, wholly or in part, to any third party whatsoever. This means that the agreement between User and STrade24 on the terms set under the Terms and Conditions may be assigned, in full or in part by STrade24, but not by the User. These privileges as well as the limitations of liability are STrade24' one-sided prerogatives under these Terms and Conditions but this Site would not be feasible without them.
29. **No Waiver:** STrade24' acquiescence to any breach of These Terms and/or failure to exercise any right provided for herein shall be without prejudice to STrade24' legal rights and remedies, and shall not be held to preclude and/or debar it from exercising or seeking any of the same.
30. **Severability:** Should any provision herein be deemed void or invalid by any court of law having proper jurisdiction, such provision shall be severed, and shall not in any way vitiate or detract from the effect and/or validity of any or all remaining provisions herein. This means that if a specific article in these Terms and Conditions is ruled by a competent court as unenforceable for any reason, then such ruling shall only apply to the respective specific articles or provisions and not to this entire agreement.